AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, August 16, 2021
6:00PM

https://us06web.zoom.us/j/86526430432
(312) 626 6799
Webinar ID: 865 2643 0432

I. Appointments – Mayor Bob Nation

II. Council Committee Reports

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

1. **Bill No. 3350 – P.Z. 01-2021 City of Chesterfield (Unified Development Code – Article 4 and Article 10)** An ordinance amending Article 04-05 Sign Requirements and Article 10-04 Signage Terms of the Unified Development Code [P.Z. 01-2021 City of Chesterfield (Unified Development Code-Articles 4 and 10)} **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

2. **Resolution of Intent – Ordinance 1430** – A resolution of the City Council of the City of Chesterfield, Missouri directing staff to initiate processing of a re-zoning for certain parcels covered under an "M-3" Planned Industrial District, defined as an "inactive district" under the City's Unified Development Code and have the Planning Commission provide recommendations on bringing the ordinance into compliance with the Comprehensive Plan. **(Voice Vote) Planning & Public Works Committee recommends approval.**

3. **Next Meeting – Thursday, August 19, 2021 (5:30pm)**

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

1. **Reimbursement Agreement for Legal Expenses -** The Finance and Administration Committee recommends approval of the reimbursement agreement with Wildhorse Village and The Staenberg Group for the purpose of funding costs for consultants and legal services associated with those developments.

2. **Gamble & Schlemeier Contract Renewal -** The Finance and Administration Committee has recommended that the professional services contract with Gamble & Schlemeier be renewed at an annual cost of $40,000, which is the same cost as the prior two years.

3. **Deposit Accounts and Signors Resolution –** Resolution authorizing the City Administrator, Acting City Administrator, Finance Director, Acting Finance Director, Assistant Finance Director, and Acting Assistant Finance Director as the authorized account representatives for City Deposits held at financial institutions.

4. **Budget Workshop Dates –** The Finance and Administration Committee has approved scheduled meeting dates for review of the 2022 budget submittal.

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

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

1. **Municipal Planning Grant Budget Transfer for Central Park -** City Council previously approved a contract for Central Park planning services which was substantially funded by grant funds. The proposed budget transfer reflects this previously approved work, recognizing both the grant revenues of $6,400 and City cost share of $3,600. **(Roll Call Vote)**

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

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

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

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

1. Bid Recommendation – Riparian Trail Phase 2 – Recommendation to accept the low bid, as submitted by Ideal Landscape Management, and to authorize the City Administrator to enter into an Agreement with Ideal Landscape Management in an amount not to exceed $880,000. Additionally, Council should authorize a Budgetary Adjustment of $880,000 in Account 120-079-5497, with an offsetting revenue of $880,000 to account for the TAP and TDD funding. **(Roll Call Vote) Department of Public Works recommends approval.**

IV. Other Legislation

1. **Bill No. 3351 –** Ordinance Re-adopting the procedure established in Ordinance No. 605 of the City of Chesterfield as the procedure for disclosure of conflicts for certain municipal officials**. (First Reading)**

2. **Bill No. 3352 –** Ordinance amending municipal code section 105.030 relating to Declaration of Candidacy for Municipal office and filing procedures. **(First Reading)**

3. **Bill No. 3353 –** Ordinance amending section 130.020 of the City of Chesterfield Municipal code regarding Municipal court functions. **(First Reading)**

V. Unfinished Business – Mayor Bob Nation

VI. New Business – Mayor Bob Nation

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, August 16, 2021
7:00PM

https://us06web.zoom.us/j/81607143059
(312) 626 6799
Webinar ID: 816 0714 3059

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** – August 2, 2021

VI. INTRODUCTORY REMARKS – Mayor Bob Nation

A. **Thursday, August 19, 2021 – Planning & Public Works (5:30pm)**
B. **Monday, August 23, 2021 – Planning & Public Works Committee of the Whole (5:00pm)**
C. **Monday, August 23, 2021 – Planning Commission (7pm)**
D. **Monday, August 30, 2021 – City Council (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. 3350 – P.Z. 01-2021 City of Chesterfield (Unified Development Code – Article 4 and Article 10) –** An ordinance amending Article 04-05 Sign Requirements and Article 10-04 Signage Terms of the Unified Development Code {P.Z. 01-2021 City of Chesterfield (Unified Development Code-Articles 4 and 10)} **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval**

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

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

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

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

A. **Bid Recommendation – Riparian Trail Phase 2** – Recommendation to accept the low bid, as submitted by Ideal Landscape Management, and to authorize the City Administrator to enter into an Agreement with Ideal Landscape Management in an amount not to exceed $880,000. Additionally, Council should authorize a Budgetary Adjustment of $880,000 in Account 120-079-5497, with an offsetting revenue of $880,000 to account for the TAP and TDD funding. **(Roll Call Vote) Department of Public Works recommends approval.**

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C. **Bill No. 3353 –** Ordinance amending section 130.020 of the City of Chesterfield Municipal code regarding Municipal court functions. **(First Reading)**

XII. UNFINISHED BUSINESS – Mayor Bob Nation

XIII. NEW BUSINESS – Mayor Bob Nation

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 8/16/2021 – 6:00 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:00 PM, on Monday, August 16, 2021**.

Please note:
There are three separate meetings, one for the agenda review, one for Executive Session, and the third for the regular meeting of City Council. Each meeting requires a separate login and each will have distinct, different login invitations. This is necessary in order to provide full and complete transparency for all meetings.

We will have to initially log in to our Work Session meeting at 6:00 p.m. After conducting the routine work session per our normal processes, we will close that meeting and ask you to login for the Executive Session. We will then log into our regular meeting prior to 7 PM. These meetings generally allow users to log in up to 15 minutes prior to the actual meeting.

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

City of Chesterfield
Excess Checks (=> $5,000)
July 2021

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
7/8/2021	47337	KEYSTONE STAFFING RESOURCES	STAFFING	$ 5,535.89	119
7/8/2021	47350	R.L. MUELLER NATIONAL DIST. INC.	FUNNEL FRIES, CHICKEN, PRETZELS, OIL, CHIPS, SAUCES, HOT DOGS, CHEESE, BUNS, MUSTARD, RELSIH	6,309.50	119
7/8/2021	47354	SUMMIT DISTRIBUTING	ADULT BEVERAGES(60), BEER(630)	18,088.05	119
7/14/2021	47384	OLD ROCK HOUSE LLC	JAMEY JOHNSON SETTLEMENT	17,209.00	119
7/14/2021	47392	THE PUBLIC RESTROOM COMPANY	RESTROOM IN LOGAN PARK	61,968.00	119
7/22/2021	47416	LUCERO LLC	BALANCE DUE	7,500.00	119
7/22/2021	47443	MISSOURI AMERICAN WATER COMPANY	16365 LYDIA HILL DR, ACCT #1017-210013295038	16,073.71	119
7/22/2021	47444	MISSOURI AMERICAN WATER COMPANY	17925 N OUTER 40, ACCT #1017-210013295212	6,001.64	119
7/22/2021	47449	SITE ONE LANDSCAPE SUPPLY, LLC	CONTROLLER STATION, FESCUE(60), SEED(101)	14,101.42	119
7/29/2021	47458	AMEREN MISSOURI	16365 LYDIA HILL RD, ACCT# 8780009313	8,086.55	119
7/29/2021	47461	AMEREN MISSOURI	17925 NORTH OUTER FORTY, CONCESSION B, ACCT# 0153089010	5,601.02	119
7/29/2021	47465	CAPRI POOLS, LLC	GASKET, WASHER, NOZZLE, CYANURIC ACID, CALCIUM CHLORIDE, INSTALLED NEW SKIMMER, TROUBLESHOOT FEATURE PUMP, PULSAR GRANULAR & CYANURIC ACID, INSTALLED NEW BACKWASH GAUGES, AIR RELIEF VALVE AND FLOW METER, REPLACED 10" BFV, FEATURE PUMP REPAIRS	9,121.40	119
7/29/2021	47473	J&M DISPLAYS, INC	FIREWORKS DISPLAY	55,000.00	119
7/1/2021	63998	COMPASS MINERALS AMERICA INC	2020-2021 SALT	157,636.77	001
7/1/2021	64002	ENERGY PETROLEUM CO.	110-MID RFG GASOLINE 89 OCT, DIESEL #2 ULTRA LS - FUEL FOR GENERATORS	20,325.46	001
7/1/2021	64006	GERSTNER ELECTRIC, INC.	LIGHT FIXTURE REPAIRS, LOCATE, BULBS AND BALLAST ALONG CHESTERFIELD PARKWAY	7,495.36	001
7/1/2021	64025	SPENCER CONTRACTING COMPANY	2020 ACCESSIBLE RAMP IMPROVEMENTS	57,420.85	120
7/1/2021	64029	ST. LOUIS AREA INSURANCE TRUST	WORK COMP/GENERAL-POLICE-AUTO LIABILITY	379,499.00	001
7/1/2021	64034	TOPE PLUMBING	1336 CARRIAGE CROSSING - SEWER REPAIR	5,180.00	110
7/1/2021	64035	TOPE PLUMBING	15715 TRAPP RIDGE - SEWER REPAIR	6,386.50	110
7/1/2021	64038	ZUMWALT CORPORATION	PWF OVERHEAD DOOR REPLACEMENT	16,930.00	120
7/8/2021	64043	AMERICA'S PARKING REMARKING INC	2021 PAVEMENT STRIPING	47,451.08	001
7/8/2021	64081	REJIS COMMISSION	REJIS CONTRACTUAL FEES 5/1/21-5/31/21, 6/1/21-6/30/21, 6/1/21-5/31/22	7,721.44	121
7/8/2021	64085	SHI INTERNATIONAL CORP	ANNUAL SOFTWARE MAINTENANCE	51,540.50	001
7/8/2021	64088	ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL	JULY 2021 HEALTH INSURANCE	195,899.86	001
7/8/2021	64094	THE HARTFORD-PRIORITY ACCOUNTS	JUNE & JULY 2021 LIFE INSURANCE	21,620.78	001
7/8/2021	64095	TIMBERLINE PROFESSIONAL TREE CARE	2021 STREET TREE REMOVAL	5,570.00	001
7/14/2021	64105	AMCON MUNICIPAL CONCRETE, LLC	2021 SELECTIVE SLAB REPLACEMENT PROJECT A	528,925.48	120
7/14/2021	64114	DELTA DENTAL OF MISSOURI	JULY 2021 DENTAL INSURANCE-LOW/HIGH	12,972.30	001
7/14/2021	64117	ENERGY PETROLEUM CO.	MID RFG GASOLINE 89 OCT	20,341.33	001
7/14/2021	64121	GAMMA TREE EXPERTS	2021 STREET TREE REMOVAL, 2021 STUMP GRINDING	34,207.25	001/120
7/14/2021	64122	GEOTECHNOLOGY INC.	2021 CONSTRUCTION AND INSPECTION TESTING SERVICES	26,872.02	120
7/22/2021	64153	AMEREN MISSOURI	690 CHESTERFIELD PKWY W-0627147004	19,004.07	001
7/22/2021	64161	CITY OF CHESTERFIELD	ROYAL BANKS OF MO-6 MONTH CD	249,600.00	001
7/22/2021	64162	CITY OF CHESTERFIELD	STERLING BANK-24 MONTH CD	246,000.00	001
7/22/2021	64163	DANIEL AND HENRY COMPANY	RENEWAL OF PROP EFFECTIVE 7/1/2021	300,308.00	001
7/22/2021	64187	MISSOURI AMERICAN WATER COMPANY	690 CHESTERFIELD PKWY W-1017-210014663856	5,497.51	001
7/22/2021	64189	PNC BANK	JULY 2021 MONTHLY PNC STATEMENT	13,049.21	001
7/22/2021	64192	RAINERI CONSTRUCTION, LLC	2021 SELECTIVE SLAB REPLACEMENT PROJECT B	46,494.71	120
7/22/2021	64195	SCA OF MO, LLC	SPRING STREET SWEEPING	11,975.00	001
7/22/2021	64199	SPECTRUM BUSINESS	INTERNET/PHONE/LD 6/12/21 - 7/11/21, 7/12/21 - 8/11/21	5,002.78	001
7/22/2021	64204	ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL	AUG 2021 HEALTH INSURANCE	196,128.04	001
7/22/2021	64212	VERMEER OF MISSOURI & ILLINOIS	REPAIR TO THE JACK ON THE RENTAL CHIPPER, BC2100XL TIER 4 FINA - 1 MONTH RENTAL	14,227.04	001
7/29/2021	64215	BOBCAT COMPANY	SKID STEER	28,266.52	001
7/29/2021	64218	CMT	PUBLIC WORKS FACILITY-FEASIBILITY STUDY	7,560.00	120
7/29/2021	64220	CONSORT HOMES, INC.	LOT CASH ESCROW RELEASE-FINEUP FARMS LOTS 91,92,107; LOT CASH ESCROW RELEASE - FIENUP FARMS, LOT 79	6,000.00	808
7/29/2021	64222	DANIEL AND HENRY COMPANY	PUBLIC OFFICIALS/EPL POLICY RENEWAL PREMIUM	52,855.00	001
7/29/2021	64223	DELTA DENTAL OF MISSOURI	AUG 2021 DENTAL INSURANCE-LOW/HIGH	13,123.48	001
7/29/2021	64229	GEOTECHNOLOGY INC.	2021 CONSTRUCTION AND INSPECTION TESTING SERVICES	18,256.03	120
7/29/2021	64252	RAINERI CONSTRUCTION, LLC	2021 SIDEWALK REPLACEMENT PROJECT A	124,978.20	120
7/29/2021	64259	SUNBELT RENTALS	CHIPPER RENTAL	9,602.61	001
7/29/2021	64262	THE GRAVILLE LAW FIRM, LLC	MARCH 2021 PROFESSIONAL SERVICES	16,047.25	001
7/29/2021	64266	TOPE PLUMBING	13491 LADUE FARM - SEWER REPAIR	6,153.00	110
7/29/2021	64269	TREASURER-ST. LOUIS COUNTY	POLICE COMMUNICATIONS JULY 2021	16,937.19	121
7/29/2021	64271	TYLER TECHNOLOGIES, INC	SOFTWARE	7,700.00	001
7/29/2021	64272	TYLER TECHNOLOGIES, INC	SOFTWARE MAINTENANCE, SOFTWARE REFUND/CREDIT	56,576.55	001
				$ 3,305,934.35	

Respectfully submitted by,
John Hughes, Assistant Finance Director

Fund Legend

General Fund	001
Sewer lateral fund	110
Parks	119
Capital Improvements	120
Public Safety	121
Trust & Agency	808

RECORD OF PROCEEDING

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

AUGUST 2, 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 July 19, 2021 Executive Session were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Mastorakos, to approve the July 19, 2021 Executive Session minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the July 19, 2021 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Monachella, to approve the July 19, 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, August 16, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Mr. Don Imholz, 16901 Todd Evan Trail, requested additional public input pertaining to the 2021 Budget Transfer Request for Wilson Avenue.

Mr. John Hammond, 1203 Walnut Hill Farm Drive, spoke in support of the 2021 Budget Transfer Request for Wilson Avenue.

City Clerk Vickie McGownd read comments submitted by the following individuals pertaining to 2021 Budget Transfer Request for Wilson Avenue:

Barbara Jost – 16930 Todd Evan Trail – comments in opposition
Sherryl Triplett – 1224 Wilson Avenue – comments in support
Dan Hubbard – 16420 Brandsford Point – requested additional public input
Lauren Strutman – 16120 Walnut Hill Farm Drive – comments in support
Ron and Dianne Compton – 1520 Countryside Hill – comments in support
Ray and Judy Blix – 1251 Walnut Hill Farm Drive – comments in support

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, made a motion, seconded by Councilmember McGuinness, to postpone consideration of this budget transfer request until the City has been able to conduct an additional public informational meeting for this potential project. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

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

Finance and Administration Committee

Councilmember Michael Moore, Chairperson of the Finance and Administration Committee, indicated that there were no action items scheduled on the agenda for this meeting, and announced that the next meeting of this Committee is scheduled for Tuesday, August 3, at 5:30 p.m.

Parks, Recreation & Arts Committee

Councilmember Mary Ann Mastorakos, Chairperson of the Parks, Recreation & Arts Committee, made a motion, seconded by Councilmember Budoor, to approve revised policies PRA #6 and PRA #7 as recommended by the Parks, Recreation and Arts Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Hurt made a motion, seconded by Councilmember Budoor, to approve the proposed resolution authorizing the submission of a Municipal Parks Grant Application for Phase Two of Logan Park, as recommended by the Parks, Recreation and Arts Committee. A roll call vote was taken with the following results: Ayes – Mastorakos, Moore, Hurt, Wahl, Monachella, McGuinness, DeCampi and Budoor. Nays – None. Mayor Nation declared the motion passed. The successful resolution became Chesterfield Resolution No. 470.

Public Health & Safety Committee

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

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel, as directed by City Council, requested that the City Council review and consider approval of the 2021-2022 St. Louis County Metro Municipal League dues.

Councilmember Monachella made a motion, seconded by Councilmember Moore, to approve payment of the 2021-2022 St. Louis Metro Municipal League dues in the amount of $6,410. A roll call vote was taken with the following results: Ayes – Budoor, DeCampi, Moore, Mastorakos, Wahl, Monachella, McGuinness and Hurt. Nays – None. Mayor Nation declared the motion passed.

Subsequently, Mr. Geisel requested Council direction, and City Council expressed their desire to continue the annual process of reviewing the invoice prior to authorizing payment.

OTHER LEGISLATION

There was no "Other Legislation" scheduled for this meeting.

UNFINISHED BUSINESS

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

NEW BUSINESS

There was no new business.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:57 p.m.

_____
Mayor Bob Nation

ATTEST:

_____
Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____

UPCOMING MEETINGS/EVENTS

A. **Thursday, August 19, 2021 – Planning & Public Works (5:30pm)**
B. **Monday, August 23, 2021 – Planning & Public Works Committee of the Whole (5:00pm)**
C. **Monday, August 23, 2021 – Planning Commission (7pm)**
D. **Monday, August 30, 2021 – City Council (7pm)**

COMMUNICATIONS

APPOINTMENTS

There are no appointments scheduled for Monday's meeting.

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Monachella
Vice-Chair: Councilmember Hurt

Bill No. 3350 - P.Z. 01-2021 City of Chesterfield (Unified Development Code—Article 4 and Article 10) An ordinance amending Article 04-05 Sign Requirements and Article 10-04 Signage Terms of the Unified Development Code {P.Z. 01-2021 City of Chesterfield (Unified Development Code-Articles 4 and 10)}.
(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.

Resolution of Intent – Ordinance 1430 - A resolution of the City Council of the City of Chesterfield, Missouri directing staff to initiate processing of a rezoning for certain parcels covered under an "M-3" Planned Industrial District, defined as an "inactive district" under the City's Unified Development Code and have the Planning Commission provide recommendations on bringing the ordinance into compliance with the Comprehensive Plan. **(Voice Vote) Planning & Public Works Committee recommends approval.**

NEXT MEETING

The next meeting of the Planning & Public Works Committee is scheduled for Thursday, August 19, 2021, at 5:30 pm.

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

MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: Justin Wyse, Director of Planning JW

SUBJECT: Planning & Public Works Committee Virtual Meeting Summary Thursday, August 5, 2021

A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held via Zoom on Thursday, August 5, 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: Mayor Bob Nation; Councilmember Michael Moore (Ward III); Chair Merrell Hansen; Justin Wyse, Director of Planning; Mike Knight, Assistant City Planner; 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 July 22, 2021 Committee Meeting Summary

Councilmember Mastorakos made a motion to approve the Meeting Summary of July 22, 2021. The motion was seconded by Councilmember Hurt and **passed by a voice vote of 4-0.**

II. UNFINISHED BUSINESS

A. P.Z. 01-2021 City of Chesterfield (Unified Development Code—Article 4 and Article 10): An ordinance amending Article 4 and Article 10 of the Unified Development Code to revise regulations pertaining to window signs.

STAFF PRESENTATION

Mike Knight, Assistant City Planner, stated that at the February 18, 2021 Planning and Public Works Committee meeting, Staff was directed to review the current regulations of window signage within the Unified Development Code (UDC) and bring forward potential updates. Since that time, the Planning Commission has discussed this topic at four different meetings and as a result, Staff presents the following recommendations.

Concerns and Recommendations

Concern: Window signs are currently permitted on multiple floors of buildings and shall occupy no more than 40% of the outline area of any window on the ground or first floor level of the building and no more than 20% of any window on any other level of the building.

Recommendation: Staff proposes to remove language referencing other levels and solely permitting window signs on the first and second floors of a building. Currently there are not many,

DRAFT

if any, businesses that have window signs above the first floor and none known above the second. Although this may have minimal impact on the current conditions, it will prevent a full glass office building from having numerous signs on numerous tenant floors above the first and second level.

Concern: Currently there is no maximum on the total number of window signs.

Recommendation: Based on the Planning Commission's recommendation to calculate window signage by a defined window area versus a finite number of signs within individual windows, Staff proposes that window signs shall not occupy more than 25% of any single window area. The window area may include multiple panes of glass separated only by supporting framing materials but not separated by architectural elements. Such signs are solely permitted on a window of that particular tenant space and solely on a façade that has an entrance to said tenant space.

Staff is also recommending some minor changes within the Code for consistency in Article 4 as they relate to window signs and a change to the definition of a window sign in Article 10 for clarification purposes.

When considering the regulation of window signs, Mr. Knight provided the following information

- Items such as hours of operation, open/closed, and other messages that cannot be understood from a position off-site are considered "incidental" and are exempt signs in the UDC.
- Items propped up inside the window area, but not on the window, are not considered window signs, and are not regulated by the City.
- In light of the economic impact on businesses due to COVID-19, Ordinance 3124 was recently approved that allows for reasonable temporary suspension for various development criteria including regulation on temporary signs. The potential updates to the UDC, in no way prohibit or retract from the intent of Ordinance 3124.

DISCUSSION

In response to Councilmember Hurt's question, Mr. Knight stated that the language has transitioned over time. Staff originally recommended limiting signs to the first floor only, however based on concerns from the Planning Commission, the second floor was added. The original recommendation also limited the number of signs, and now it is limited to 25% of any single window area.

Councilmember Hurt made a motion to forward P.Z. 01-2021 City of Chesterfield (Unified Development Code—Article 4 and Article 10) to City Council with a recommendation to approve. The motion was seconded by Councilmember Mastorakos and **passed by a voice vote of 4-0.**

Note: One Bill, as recommended by the Planning and Public Works Committee, will be needed for the August 16, 2021 City Council Meeting. See Bill #

[Please see the attached report prepared by Justin Wyse, Director of Planning, for additional information on P.Z. 01-2021 City of Chesterfield (Unified Development Code-Article 4 and Article 10).]

DRAFT

III. NEW BUSINESS

A. CVAC Entrance Name Change

STAFF PRESENTATION

Chair Monachella stated that the City received a request to name the western driveway entrance to the CVAC and officially designate it as Lion Carl Norton Way.

Councilmember Mastorakos stated that she has known Rev. Norton and his wife for many years and has been involved with their family socially. She stated that Carl is an amazing, generous man who has been very involved in the City. However she is not sure that naming a street is in the best interest of the City as it may be setting a precedent. She is in favor of having "Carl Norton Day" and possibly an official proclamation and a Key to the City. She has spoken to Tom McCarthy, Director of Parks, Recreation & Arts, regarding Rev. Norton's connection with the original Chesterfield Community Association athletic fields.

DISCUSSION

Chair Monachella agreed with Councilmember Mastorakos' suggestions and suggested that perhaps the Lions Club could donate a park bench in his recognition.

Councilmember Hurt also agreed that naming a street would not be the best way to honor Rev. Norton and he concurs with the alternative suggestions that were given. There are numerous individuals whose names are synonymous with the City, however, in his opinion, the naming of streets after individuals is not the best way to honor them.

Councilmember DeCampi stated that he does not understand what the harm would be. When you hear the term "don't want to set a precedent," it is usually because there is the potential for a negative trend. He does not see how this could be negative. Reverend Norton has an exceptional background and he represents everything that is great about a community. He feels that the Committee should at least vote on it.

Chair Monachella commented that Chesterfield is a young city and as the years go by, there will be many individuals who have "stepped up to the plate" making it difficult to determine which individuals are more deserving than others. It is easier to honor them by putting up a plaque or naming a bench.

Councilmember DeCampi stated that it is common for cities to name streets after people. This is a private entrance, not a major thoroughfare. Since he has been on the Council, this is the first time anyone has come forward with such a request. The City does not receive requests like this on a regular basis. Given Rev. Norton's exceptional background, he feel that this is a great way to honor him

Councilmember DeCampi made a motion to officially designate the western driveway entrance to the CVAC as Lion Carl Norton Way and forward to City Council with a recommendation to approve. The motion died due to lack of a second.

Discussion after the Motion

Councilmember Hurt stated that by putting the Reverend's name on a pavilion in Central Park or other public location, can be just as important as naming a driveway after him. In fact, it would be seen by more people.

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Councilmember Mastorakos stated that she is in favor of honoring Reverend Norton in some capacity. She suggested that the Lions Club meet with City Staff and Officials to discuss options that would be agreeable to all. However, the bigger issue of naming rights has come up in the past. She feels that the City needs to establish a set policy for handling this type of request that does not conflict with the City's efforts to solicit sponsorships for the CVAC, the Amphitheater and other similar venues.

Mr. Wyse stated that from Staff's perspective, a request was received to name the driveway, however, the City does not have a policy for this type of request. The City typically recognizes individuals through formal proclamations. This request is something out of the ordinary, and instead of Staff making the determination of what should be done, it was brought to the Committee for review. Staff believes that some sort of recognition is appropriate, but since the City does not have a formal policy of naming streets, Council should decide how to handle the request.

Councilmember Mastorakos made a motion to direct Staff, including the Director of Parks, Recreation & Arts, to work with the Lions Club to explore options to honor Reverend Carl Norton that are consistent with the City's Policies and Practices. The motion was seconded by Councilmember Monachella and **passed by a voice vote of 4-0.**

There was some discussion regarding establishing a policy for this type of request, however, the Committee could not reach a consensus so Staff will not pursue the matter.

B. Ordinance 1430 – Resolution of Intent

STAFF PRESENTATION

Justin Wyse, Director of Planning, stated that over the past several months, there has been considerable discussion regarding the provisions of Ordinance 1430 relative to the current Comprehensive Plan. This Ordinance originated as a St. Louis County Ordinance to which there have been several amendments over the years. After careful consideration, the Planning Commission ruled that Ordinance 1430 does not fully implement the vision in the City's Comprehensive Plan. Following this ruling, the Planning and Public Works Committee directed Staff to work with the Planning Commission to create a process to review and modify the zoning within Chesterfield Valley to reduce reliance on discretionary reviews and align the regulations of the Unified Development Code (UDC) with the Comprehensive Plan.

The City Council has the ability to initiate changes in zoning, however, the Council must first adopt a resolution of intent. After adoption, a public hearing must be set before the Planning Commission within 90 days.

DISCUSSION

In response to Mayor Nation's question, Mr. Wyse stated that Ordinance 1430 allows for a 10-acre maximum retail commercial shopping center. Concerns include the lack of open space, height requirements, landscape requirements, and several permitted uses in the Ordinance.

Councilmember DeCampi made a motion to adopt a resolution to initiate the process of rezoning for certain parcels covered under an "M-3" Planned Industrial District, defined as an "inactive district" under the City's UDC and have the Planning Commission provide recommendations on bringing Ordinance 1430 into compliance with the Comprehensive Plan. The motion was seconded by Councilmember Hurt and **passed by a voice vote of 4-0.**

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Note: One Resolution, as recommended by the Planning & Public Works Committee, will be needed for the August 16, 2021 City Council Meeting. See Resolution #

[Please see the attached report prepared by Justin Wyse, Director of Planning, for additional information on Ordinance 1430 – Resolution of Intent.]

C. Trailers in Residential Areas (Monachella)

Chair Monachella stated that there is a resident who operates an autobody shop from his garage and uses a portable storage trailer parked in his driveway to store his tools. Section 210.2460: Regulation of Portable Storage Units of the City Code provides definitions for portable storage units, storage sheds and storage trailers. However, paragraphs B through F then refer to storage sheds and storage trailers as a "similar device" as in paragraph C as follows:

> "It shall be unlawful for any person to park, place or suffer placement of a portable storage unit or similar device upon any lot or property in the City of Chesterfield other than on a concrete, asphalt or other improved surface.

Chair Monachella recommended that storage trailers on lots less than 2 acres in residential areas be subject to the same regulations as campers. She proposed that paragraphs B through F replace "a similar device" with "storage trailers."

Councilmember DeCampi made a motion to replace "a similar device" with "storage trailers" in paragraphs B through F of Section 210.2460 Regulation of Portable Storage Units and forward to City Council with a recommendation to approve. The motion was seconded by Councilmember Mastorakos.

DISCUSSION

There was further discussion regarding the intent of the proposed language. It was ultimately decided to accept the recommendation to add "storage trailers" to each of the sections regardless of the size of the property.

The above motion passed by a voice vote of 4-0.

IV. OTHER - None.

V. ADJOURNMENT

The meeting adjourned at 6:52 p.m.

DRAFT

Memorandum
Department of Planning

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning JW

Date: August 16, 2021

RE: **P.Z. 01-2021 City of Chesterfield (Unified Development Code—Article 4 and Article 10):** An ordinance amending Article 4 and Article 10 of the Unified Development Code to revise regulations pertaining to window signs.

Summary

The Unified Development Code (UDC) was approved and adopted by the City of Chesterfield City Council in June of 2014. The purpose of this petition is to discuss and potentially revise these regulations where they pertain to window signs in Article 4, Section 405.04.050 Sign Requirements and the associated definition of a window sign in Article 10, Section 405.10.040 Signage Terms.

This petition is the result of a request received by the Planning and Public Works Committee at the February 18, 2021 meeting. The Committee formally directed staff to review the current regulations of window signage. The Committee identified potential concerns and directed staff to research the current regulations, as well as bring forward potential updates to the window sign requirements within the City's Unified Development Code.

The first concern of the Planning and Public Works Committee is that window signs are currently permitted on multiple floors of buildings. The Unified Development Code states that window signs may be placed on any window in addition to other permitted signs. The outline area of said signs, whether temporary or permanent, shall occupy no more than (40%) of the outline area of any window on the ground or first floor level of the building and no more (20%) of any window on any other level of the building.

Currently there are very few window signs above the first floor of buildings. Although it may be unlikely in the current environment of Chesterfield, if a building did utilize window signs on a high floor, it could easily conflict with the Purpose delineated in municipal code, specifically conforming to the character of the community and not overloading the public's capacity to receive information.

The second concern is that there is no maximum on the total number of window signs. Potential issues were brought forward in which multiple smaller signs adjacent to each other creating one large sign, or in some cases window signs banned together wrapping around an entire building.

Below is a red-line version of the Unified Development Code incorporating potential amendments to mitigate the concerns previously described.

Section 405.04.050 G.2.f.

Window Signs.

1) Window Signs shall not occupy more than twenty five percent (25%) of any single window area. The window area may include multiple panes of glass separated only by supporting framing materials but not separated by architectural elements. Such signs are solely permitted on a window of that particular tenant space and solely on a façade that has an entrance to said tenant space.

2) Window Signs are solely permitted on the first and second floor of a building.

3) A sign permit shall not be required for any window sign.

It is important to note that when considering the regulations of window signs, items such as hours of operation, open/closed, and other messages that cannot be understood from a position off-site are considered "incidental" and are exempt signs in the City's Unified Development Code.

It is also important to note that the City of Chesterfield approved Ordinance 3151. This Ordinance acknowledges the economic impact on business due to the COVID 19 pandemic and allows the reasonable temporary suspension for various development criteria including regulation on temporary signs. The potential updates to code would in no way prohibit or retract from the intent of Ordinance 3151.

Staff also recommends some minor changes within code for consistency in Article 4 as they relate to window signs and a change to the definition of a window sign in Article 10 of the City's Unified Development Code for clarification purposes. The draft red-line change in definition is shown below.

Section 405.10.040 Signage Terms.

SIGN, WINDOW
A sign placed on the surface of a window or other transparent surface and is visible from the exterior of the window or surface.

The changes herein are recommended by Staff in order to effectively administer the UDC as originally intended and to implement revised language as directed by the Planning and Public Works Committee. A Public Hearing was held on March 22nd, 2021 as an opportunity for Staff to communicate the current regulations on Window Signs and give an opportunity for the public to provide any input.

This petition was discussed at the August 5th Planning and Public Works Committee meeting in which a motion was made to forward the petition to the entire City Council with a recommendation to approve as presented. The motion passed by a vote of (4-0).

Attached to this report please find the appropriate legislation and a copy of the proposed amendments to Articles 4 and 10 of the City's Unified Development Code.

Attachments:

1. Legislation
2. Amendments to Article 04
3. Amendments to Article 10

BILL NO. 3350 **ORDINANCE NO. _____**

AN ORDINANCE AMENDING ARTICLE 04-05 SIGN REQUIREMENTS AND ARTICLE 10-04 SIGNAGE TERMS OF THE UNIFIED DEVELOPMENT CODE {P.Z. 01-2021 CITY OF CHESTERFIELD (UNIFIED DEVELOPMENT CODE-ARTICLES 4 AND 10)}.

WHEREAS, the City of Chesterfield Unified Development Code contains regulations and requirements pertaining to the development of land within the City; and,

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

WHEREAS, the City of Chesterfield seeks to update the regulations and definition pertaining to Window Signs; and,

WHEREAS, a Public Hearing was held before the Planning Commission on March 22nd 2021; and,

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

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

WHEREAS, the City Council, having considered said amendments, voted to approve the updates to Article 4 and Article 10 of the Unified Development Code pertaining to the regulations and definition of Window Signs.

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

Section 1. The City of Chesterfield hereby approves the updates to Article 4 and Article 10 of the Unified Development Code pertaining to the regulations and definition of Window Signs as set out in Attachment "A" which is attached hereto and made part thereof.

Section 2. If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as whole, or any part thereof.

Section 3. The provisions of the Ordinance may be amended in the future by the City Council of the City of Chesterfield.

Section 4. 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 5. 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: 08/16/21

Article 04
Development Requirements And Design Standards

Section 405.04.050 Sign Requirements.
[CC 1990 § 31-04-05; Ord. No. 2801 § 3 (Exh. A), 6-16-2014]

A. Purpose.

1. The purpose of the sign regulations provided herein is to encourage excellence in design of signs, fostering economic viability of the community, and provide safe and concise directional information designed to facilitate traffic flow. Signs shall be designed so as to protect motorists, bicyclists, and pedestrians from distractions that may cause accidents or other detrimental impacts.

2. Signs shall not overload the public's capacity to receive information, or cause visual confusion by interfering with pedestrian or vehicular traffic. Signs shall conform to the character of the community, enhance the visual harmony of development, and preserve the public health, convenience, welfare and/or safety within the City of Chesterfield by maintaining the high aesthetic quality of the community.

B. Scope Of Provisions.

1. These regulations are supplemented and qualified by the regulations of the particular zoning district in which a sign may be located and by additional general regulations appearing elsewhere in this UDC which are incorporated as part of this Section by reference. This Section contains regulations applicable to all signs in all zoning districts.

2. Regulations for any signs may be made more restrictive in the conditions of the ordinance governing a particular planned district or special procedure. Regulations may also be modified when a sign package is submitted and approved by the City of Chesterfield.

3. On the effective date of this UDC, no sign, except a sign presently so lighted, shall be illuminated by intermittent light sources. This prohibition shall not apply to signs displaying time and temperature, stock market quotes or the manual changeable copy on a sign.

4. When sign illumination is desired, it shall be arranged so as not to cast light directly from any source of illumination on any public right-of-way or on adjoining properties in the

NU Non-Urban, PS Park and Scenic, AG Agricultural or any residential district.

C. Permits And Municipal Zoning Approvals (MZAs) For Signs.

1. Unless excepted by these regulations or the City of Chesterfield Building Code, no sign shall be erected, constructed, posted, altered, enlarged, maintained, or relocated until an MZA has been issued by the Department and a sign permit issued by St. Louis County Department of Public Works. Before any MZA is issued, an application, provided by the Department, shall be filed, together with drawings and specifications as may be necessary to fully advise and acquaint the Department and St. Louis County Department of Public Works with the location, construction, materials, manner of illuminating, and securing or fastening, and the wording or delineation to be carried on the sign. All signs that are to be illuminated by one (1) or more sources of artificial light shall require a separate electrical permit and inspection conducted by St. Louis County Department of Public Works.

2. Structural and safety features and electrical systems shall be in accordance with the requirements of the City of Chesterfield Building Code or any applicable building codes being enforced by the City of Chesterfield. No sign shall be approved for use unless it has been inspected by the Department issuing the permit and is found to be in compliance with all the requirements of this UDC and applicable technical codes. Signs found to be in violation of the requirements of this UDC and/or applicable technical codes and which are determined to be a danger to public health and safety may, after fifteen (15) days of an inspection determining said violation and after notification to the property owner, be dismantled and removed by the City of Chesterfield. The expense for such action shall be charged to the owner of the property on which the sign is erected and shall be filed as a special lien thereon.

3. Planning Commission Approval. The proponent of a sign subject to Planning Commission approval as set out in subsequent sections shall file with the Department, in addition to those document requirements specified in Section 405.04.050(C) of this Article, a written statement addressing the following information:

    a. The underlying business, directional, or informational purpose of such a sign.

    b. Why such a sign should exceed the maximum height and/or outline area specification for a particular sign in order to accomplish the underlying purpose as stated in Subsection **(C)(3)(a)** above.

c. What the proponent of such a sign believes the adverse impact may be upon the underlying business, directional, or informational purpose of such a sign if the proponent is compelled to reduce the height and/or outline area of such a sign to within the maximum height and/or outline area specification for any one (1) sign and the factual basis supporting such belief.

d. The approximate distance the proposed sign will be from other existing or planned structures visible or planned to be visible within a radius of one thousand (1,000) feet from said sign, identifying such structures with sufficient particularity to enable the Planning Commission to determine whether there is a reasonable likelihood of an adverse public health, convenience, welfare and/or safety impact within the one-thousand-foot radius area while maintaining the high aesthetic quality of said area.

e. What steps, if any, the proponent has taken to integrate the design with the surrounding environment, including, but not limited to, use of colors and materials, size and character of typeface(s), regularity of overall shape, type of illumination, orientation and situation of such a sign in order to minimize the amount of visual clutter, and to avoid the distraction to pedestrians and motorists beyond that necessary to convey the underlying business, information, or directional purpose of said sign.

f. If no steps [referred in Subsection **(C)(3)(e)** above] have been taken, provide information as to why such steps should not be required of the applicant.

g. Any other information, such as length of frontage, special speed limit or topographic considerations, that the proponent deems pertinent to the approval of such a sign request.

D. Sign Package Submittals. [Ord. No. 3060, 8-19-2019]

1. The purpose of a sign package is to provide comprehensive, complementary and unified signage throughout a single development or contiguous lots under common ownership. If a sign package exists for a multi-lot development or subdivision, then individual lots within that subdivision or development may not submit their own, separate sign package. In addition, developments of a certain size, quality, or mix of uses may require special signage consideration. Therefore, in order to encourage superior design, quality and character, comprehensive sign packages allow for specialized review of signs and

flexibility from standard signage requirements.

2. When a sign package is requested for a proposed or existing development, the criteria for signs, as provided for in this Article, may no longer be applicable in its entirety or portions thereof. The reason for the requested modification is to provide for flexible sign criteria that promotes superior design and is tailored to a specific development which may vary from general ordinance provisions.

3. Consideration of flexibility in sign criteria is based on a number of review factors, including, but not limited to, the physical impact of the proposed comprehensive sign package, the quality of the proposed comprehensive sign package, and mitigation of unfavorable conditions such as excessive signs, light spillover from signs, height, and other related conditions and potentially negative impacts.

4. When a sign package is requested for a development, the following shall be submitted to the Department:

    a. A narrative detailing the reasoning for the sign package request and why it will enhance the proposed development above what would be permitted through the City of Chesterfield UDC.

    b. The maximum number of proposed signs.

    c. Location, size, height, construction material, and placement of all proposed signs.

    d. General elevations of all proposed freestanding, monument, wall, and any other sign that requires City of Chesterfield approval.

    e. Illumination level, color and type. Illumination shall conform to Section 405.04.030, Lighting Standards, of this Article.

    f. Dimensions, height, square footage of all existing signs or note that none exist for both freestanding and attached signs (submit picture of all existing signage).

    g. Material specifications for proposed signs, including sign materials and colors.

    h. Landscaping of any freestanding or monument signs.

5. Electronic Message Centers.

a. In addition to submittal requirements noted in Subsection (D)(4), any request for an electronic message center shall comply with the following:

1) Distance. Electronic message centers that exceed the size requirements eligible for administrative approval per the Unified Development Code (UDC) for permanent freestanding signs shall not be permitted within two thousand (2,000) feet of any property with a land use designation that permits residential uses as determined by the Comprehensive Land Use Plan.

2) Distance. Electronic message centers that exceed the size requirements eligible for administrative approval per the Unified Development Code (UDC) for permanent freestanding signs shall not be permitted within one thousand (1,000) feet from the center point of two intersecting arterial roadways as designated within the City of Chesterfield Street Classification Map.

3) Duration Of Image Display. Each image displayed shall have a minimum duration of ten (10) seconds.

4) Presentation. The image shall be a static display. No portion of the image shall flash, scintillate, fade in or fade out, scroll, twirl, change color, or in any manner imitate movement. No motion imagery, special effect to imitate movement, or presentation of graphics displayed in a progression of frames that give the illusion of motion shall be permitted.

5) Transition. When the image or any portion thereof changes, the change sequence shall only be accomplished by means of instantaneous repixelization.

6) Dimmer Control. The electronic message center shall be equipped with an automatic dimmer control to automatically produce a distinct illumination change from a higher illumination level to a lower level according to ambient light conditions and for the time period between sundown and sunrise.

7) Brightness. The electronic message center shall not exceed a maximum of seven thousand (7,000) nits (candelas per square meter) during daylight hours and a maximum illumination of six hundred (600) nits (candelas per square meter) between sundown and sunrise measured from the sign's face at maximum brightness.

8) Fluctuating Or Flashing Illumination. No portion of the electronic message center may fluctuate in light intensity or use intermittent, strobe or moving light or light that changes in intensity in sudden transitory bursts, streams, zooms, twinkles, sparkles or that in any manner creates the illusion of movement.

9) Malfunction And Non-Compliance. In the case of malfunction, digitally-illuminated signs are required to contain a default design to freeze the sign message in one position.

10) Resolution And Pixel Spacing. The electronic message center shall not have a pixel pitch larger than sixteen (16) millimeters (mm).

11) Angle. When the interior angle formed by the faces of a V-shaped sign is less than one hundred eighty degrees (180°) , both faces of the sign must display the same image.

b. In considering a sign package that includes an electronic message center, the Planning Commission shall consider the following additional items in their review:

1) Proximity of the proposed electronic message center to other similar signs;

2) Proximity and impact on adjacent land uses with particular consideration given to residential properties and uses;

3) Impact of the total amount of signage on the site in conjunction with the use of the electronic message center;

4) Nature and character of the roadway on which the project is located;

5) Nature and character of the proposed use and area within which the project is located;

6) Size of the project and roadway frontage; and

7) Resolution of proposed sign accounting for size of sign, roadway characteristics, and other relevant features.

c. Any of the standards in Subsection (D)(5)(b) of this Section may be modified by a

separate two-thirds (2/3) vote of the Planning Commission.

d. Sign packages, including electronic message centers shall only apply to on-site signage. Advertising signs (billboards) are prohibited.

6. Planning Commission Action. The Planning Commission may approve, approve with modifications, or deny the proposed sign package based on its conformance with this Subsection, findings of the submittals furtherance of the purpose in Subsection (A) of this Section, and consistency with the Comprehensive Plan.

7. Appeals. Appeals from any portion of this Subsection, including the Planning Commission's decision on the electronic message center, shall be made to the City Council in accordance with the process and requirements in Section 405.02.190.

E. Sign Regulations: Area And Height Computations. The following regulations shall govern the computation of sign area and height computations:

1. Freestanding Sign: Outline Area.

a. The outline area of a freestanding sign shall include the area within a continuous perimeter of a plane enclosing the limits of writing, graphic representation, logo, or any figure or similar character, together with the outer extremities of any frame, or other material or color forming an integral part of the display which is used as a background for this sign. The area of a freestanding sign of individually cut out writing, graphic representation, logo, or any figure or similar character which is not enclosed by framing, and which projects from a sign support or main body of a sign, is the sum of the areas of all of the triangles or parallelograms necessary to enclose each writing, graphic representation, logo, or any figure or similar character, including the space between individual letters comprising a word, but not including the space between individual words.

b. The outline area of a freestanding sign shall not include the necessary supports for the sign when such supports do not extend above the sign and are not a part of the overall design of a sign. The outline area of a freestanding sign shall also not include the area between separate cabinets or modules of such sign or any pole covers, lighting fixtures, or landscaping, provided that they contain no writing, graphic representation, logo, or any figure or similar character.

2. Freestanding Signs: Height.

a. Except as may be specifically noted in these regulations, setbacks for all signs shall be governed by the minimum setback yard requirements in each particular zoning district.

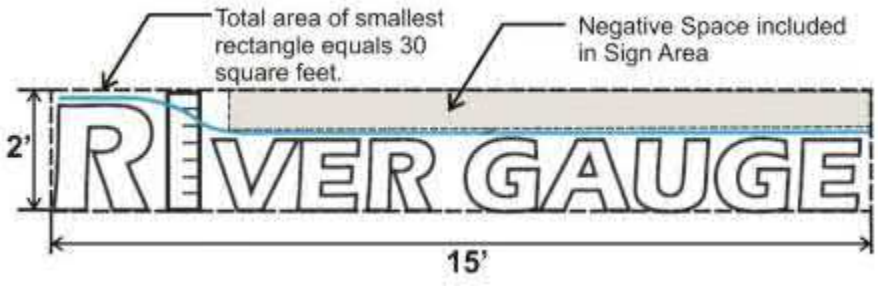
b. Freestanding business signs shall not exceed the maximum allowed height above the ground elevation. The ground elevation of freestanding signs shall be measured at the elevation of the adjacent street or the average existing finished ground elevation at the base of the sign, whichever is higher.

c. The height of all signs on corner lots shall not exceed three (3) feet above the elevation of the adjacent street pavement when located within the sight distance triangle.

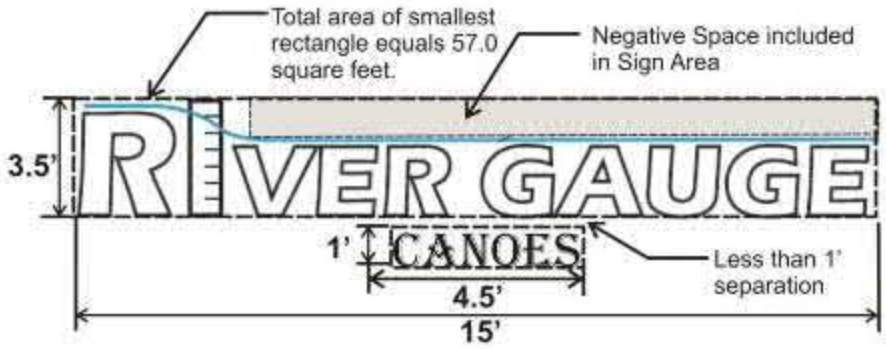
3. Attached Sign: Outline Area. The size of attached wall signs shall be measured in the following manner:

a. The outline area of an attached sign shall include all lettering, graphic representation, logo, design or any figures, together with the background, whether open or enclosed, upon which they are displayed.

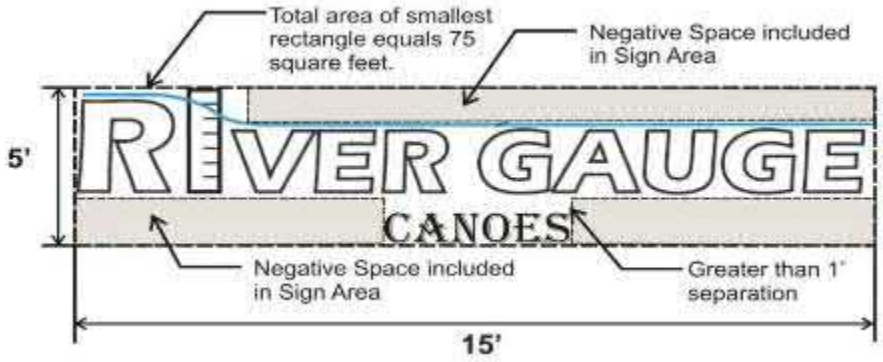
b. A sign consisting of individually cut out writing is measured as the total area of a rectangle or square enclosing all words. This includes any negative space.



c. A sign with multiple lines of wording, where the lines are one (1) foot or less apart from each other, shall be measured as the area enclosing the wording on the first line plus the area enclosing the wording on subsequent lines.

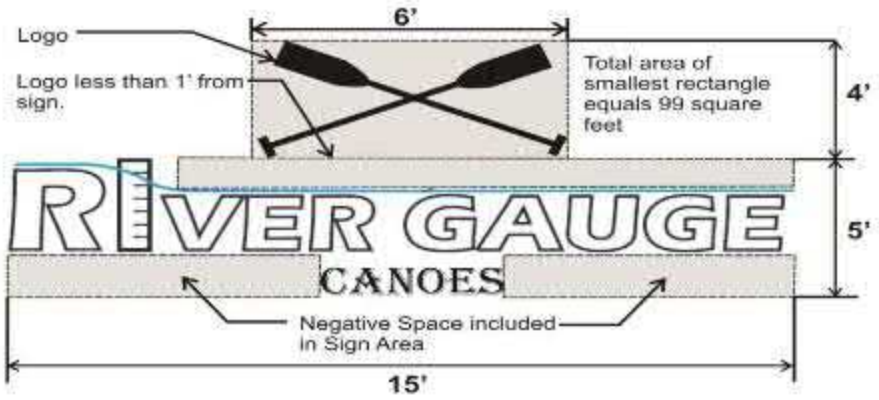


d. A sign with multiple lines of wording where the lines are greater than one (1) foot apart shall be measured as the total area of the smallest rectangle or square enclosing all words.

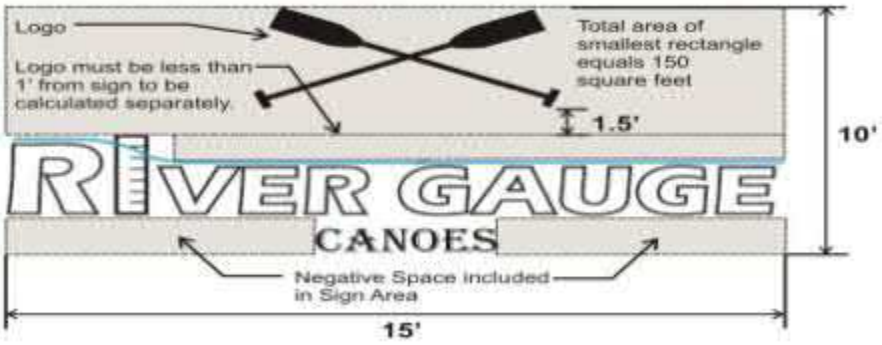


e. Logos or other graphic representation:

1) When an attached wall sign includes a graphic representation or logo located one (1) foot or less directly above individually cut out writing, the outline area shall be calculated as the sum of the area within the limits of writing plus the area within a rectangle or square enclosing the graphic representation or logo.



2) When an attached wall sign includes a graphic representation or logo located more than one (1) foot directly above individually cut out writing or when a logo or graphic representation is located on either side of individually cut out writing, the outline area shall include the area within a rectangle or square, which completely contains all the sign's letters, logos, figures, designs, graphic representations or symbols.



4. Outline Area: Double-Faced Signs. Only one (1) side of a double-faced sign shall be included in the sign area. Double-faced signs shall include those signs where the sign face is parallel or where the interior angle formed by the faces of a V-shaped sign is sixty degrees (60°) or less. If the two (2) faces of a double-faced sign are of unequal area, the area of the sign shall be the area of the larger face.

5. Sign Area On Walls Of Circular Buildings And Other Buildings With Curved Wall Surfaces.

   a. The area constituting a single wall of a circular building shall be designated by the owner on a portion of the wall, but shall be limited to be determined by multiplying three-fourths (3/4) of the diameter of an area of the building by the average height of the exterior walls of the building at the finished ground

elevation of the building.

b. The area contained on a single wall of a non-circular building with continuous curved wall surfaces shall be designated by the owner on a portion of the wall but shall be limited to an area determined by multiplying three-fourths (3/4) of the average diameter of the building by the average height of the exterior walls of the building at the finished ground elevation of the building.

c. The area contained on any single curved wall of a building that is not totally circular or is not composed of a continuous curved wall surface shall be determined by multiplying the shortest distance between the two (2) ends of the arc forming the curved wall surface by the average height of the exterior walls of the curved wall surface at the finished ground elevation of that surface.

d. The horizontal length of any single wall of a building that is characterized by the multiple curved wall surfaces or other irregular wall surfaces shall be measured as a straight line extending between both edges of the wall.

6. Outline Area: Exceptions. The total outline area for any freestanding signs shall be exclusive of any decorative trim. Said trim shall not exceed thirty percent (30%) of the outline area as determined in accordance with Section 405.04.050(F)(1) of this Article.

F. Sign Regulations: Permanent Signs. The following provisions shall govern the erection of all permanent signs, together with their appurtenant and auxiliary devices, with respect to size, number, height, location and construction.

1. General Provisions.

a. Permitted business, information, and directional signs may either be a flat sign permanently affixed to the face of a building, awning or canopy or be freestanding. Business information and directional signs affixed to buildings shall not project above the eave line of the roof, except as an integral roof sign.

b. Permitted information or directional signs may be flat signs permanently affixed to a boundary wall or fence. However, other than a horizontal projection of not more than six (6) inches, such signs shall not project beyond the surface of the boundary wall or fence.

c. All freestanding signs shall be located so as not to impair the visibility of any official highway sign or marker, and no business sign shall be so placed as to unnecessarily obstruct the visibility of any other business sign.

2. Business And Identification Signs: Freestanding.

a. General.

1) Subject to other provisions of this Section, each developed lot may have no more than one (1) freestanding business sign facing each roadway on which the lot has frontage, regardless of the number of buildings upon the lot. Furthermore, each building, regardless of the number of lots upon which it may be located, shall have no more than one (1) freestanding business sign facing each roadway on which its lot or lots has frontage. For the purpose of these regulations, an aggregation of two (2) or more structures connected by a wall, firewall, facade or other structural element, except for a sidewalk, shall constitute a single building.

2) The height of all business and identification signs shall not exceed six (6) feet when located within the minimum front yard setback of a particular zoning district.

b. Specific Regulations And Exceptions.

1) A freestanding business sign shall not exceed six (6) feet in height above the average existing finished grade at the base of the sign, or the elevation of the adjacent street, whichever is higher. The total outline area per face shall not exceed fifty (50) square feet or twenty-five one hundredths (0.25) square foot of signage per linear foot of street frontage up to one hundred (100) feet of street frontage and one-tenth (0.1) square foot of signage per linear foot of street frontage thereafter, whichever is less. (See exceptions below.)

2) Said sign face shall be attached to a proportionate enclosed base, integrated planter or structural frame, the width of which shall be a minimum of one-half (1/2) the width of the widest part of the sign face. The bottom of the sign face shall not exceed a height of three (3) feet above the average existing finished grade at the base of the sign, or elevation of the adjacent street, whichever is higher. An enclosed sign base or integrated planter shall not be required if the sign face is within one (1) foot of the average finish grade at

the base of the sign.

a. Exceptions:

1. For each additional four-foot setback from the minimum yard requirement, one (1) additional foot may be added to the sign height to a maximum of ten (10) feet above the average existing finished grade at the base of the sign or elevation of the adjacent street, whichever is higher. However, at no time shall the bottom of the sign face exceed a height of three (3) feet above the average existing finished grade at the base of the sign or the elevation of the adjacent street, whichever is higher; or

2. The maximum outline area and/or height of any freestanding business sign may be increased to a maximum of one hundred (100) square feet in outline area and/or twenty (20) feet in height above the average existing finished grade elevation at the base of the sign or elevation of the adjacent street, whichever is higher, with no height restriction for the bottom of the sign face subject to Planning Commission approval as outlined in Section 405.04.050(C) of this Article.

3) An individual lot having a minimum of eight hundred fifty (850) feet of frontage on any roadway, and a minimum size lot of twenty (20) acres or more, shall be allowed two (2) freestanding business signs on each roadway frontage exceeding seven hundred fifty (750) feet of frontage. However, a minimum of four hundred (400) feet shall separate the two (2) permitted signs. In lieu of the two (2) permitted freestanding signs, one (1) freestanding business sign may be permitted, the maximum outline area of which may be increased to one hundred fifty (150) square feet, subject to Planning Commission approval as outlined in Section 405.04.050(C)(3), Planning Commission approval, of this Article.

4) A single commercial or industrial development or subdivision which is in excess of twenty (20) acres in size shall be permitted a project identification sign at each main entrance to the subdivision or development identifying the name of the project and/or containing a directory of tenants. The sign may include the name and/or logo of the development or subdivision. Such sign

may be located on any platted lot or common ground of a development or subdivision or any unplatted portion of the development or subdivision identified as part of a particular development on an approved preliminary plat, site development concept plan, site development section plan, or site development plan.

5) A project identification sign shall not exceed six (6) feet in height above the average existing finished grade at the base of the sign or elevation of the adjacent street, whichever is higher, with the total outline area per face not to exceed fifty (50) square feet or twenty-five one hundredths (0.25) square foot of signage per linear foot of street frontage up to one hundred (100) feet of street frontage and one tenth (0.1) square foot of signage per linear foot of street frontage thereafter, whichever is less.

    a. Exceptions:

        1) For each additional four-foot setback from the minimum yard requirement, one (1) additional foot may be added to the sign height of a project identification sign to a maximum of ten (10) feet above the average existing finished grade at the base of the sign or elevation of the adjacent street, whichever is higher. However, at no time shall the bottom of the sign face exceed a height of three (3) feet above the average existing finished grade at the base of the sign or the elevation of the adjacent street, whichever is higher; or

        2) The minimum outline area and/or height of any project identification sign may be increased to a maximum of one hundred (100) square feet in outline area and/or twenty (20) feet in height above the average existing finished grade elevation at the base of the sign or elevation of the adjacent street, whichever is higher, with no height restriction for the bottom of the sign face subject to Planning Commission approval as outlined in Section 405.04.050(C)(3), Planning Commission Approval, of this Article.

6) Commercial, industrial or mixed use subdivisions of ten (10) lots/units or more that are less than twenty (20) acres shall be permitted a subdivision identification sign at each main entrance to the subdivision and may include the name, logo and/or the directory of tenants of the subdivisions. Such sign shall not exceed fifty (50) square feet in outline area per face, nor extend

more than six (6) feet above the average existing finished grade at the base of the sign or elevation of the adjacent street, whichever is higher. Commercial, industrial or mixed use subdivision identification signs shall be located within an easement on any platted lot or on common ground of subdivision. Such sign may also be located on any unplatted portion of the subdivision identified as part of a particular development on an approved preliminary subdivision plat, site development concept plan, site development section plan, or site development plan. No subdivision identification sign shall be permitted for a development permitted a project identification sign.

7) Developments over twenty (20) acres located adjacent to major arterials may increase the height and the size of the project identification sign by decreasing the number of permitted project identification signs with approval of the Department. The maximum size of one (1) sign utilizing this Section shall be thirty (30) feet in height and one hundred fifty (150) square feet of outline area per face. Total square footage is not to exceed the original allowed by the Planning Commission.

8) Landscaping. All permanent freestanding signs shall have landscaping, which may include, but not be limited to, shrubs, annuals, and other materials, adjacent to the sign base or structural supports. If the outline area and/or a height increase for any permanent freestanding sign is requested, the required landscaping for such a sign will be subject to Planning Commission approval.

c. A service station shall be permitted one (1) separate price sign attached to the same structure of any one (1) permitted freestanding business sign on the lot or lots on which the use may be located. The outline area of a separate price sign shall not exceed twenty (20) square feet per face.

d. A movie theater shall be permitted one (1) additional freestanding business sign, with manual changeable copy only, facing each roadway on which the lot containing the movie theater has frontage. All size requirements as provided for in Section 405.04.050(F) of this Article shall apply.

3. Business Signs: Attached To Wall.

a. General Provisions.

1) Subject to the specific regulations set out below, each business occupying a tenant space or being the sole occupant of a freestanding building shall have no more than one (1) attached business sign on any two (2) walls of a building that are exterior walls of the particular building or tenant space. In addition to identifying a particular business, such signs may be used for the name and logo of the building or development project.

2) The outline area of each sign shall not exceed five percent (5%) of the wall area of the business on which said sign is attached. No business sign shall exceed three hundred (300) square feet in outline area.

3) Countable wall area shall include the entire surface of a wall, such as gable and similar areas, and the vertical face of a mansard roof, whether real or artificial, which extends above the wall of the business on which the sign is attached. However, the countable area of mansard roofs shall be limited to the area not greater than six (6) feet above the eave line of the roof times the length of associated wall.

   Example: Where "Z" equals the maximum square footage of a wall sign. The height of a building "Y" is multiplied the width of a building "X" to provide the total square footage of the facade. This value is then multiplied by five hundredths (0.05) or five percent (5%) to provide "Z" the maximum signage square footage. See Illustration A:

b. Specific Regulations And Exceptions.

1) For a business being the sole occupant of a building located on a corner lot or a lot with double frontage, said business may have one (1) attached business sign on any three (3) walls of a building that are exterior walls.

2) Where a lot or parcel of land is developed with more than one (1) building, interior buildings shall be permitted the same type and number of wall signs on the interior buildings as are allowed on peripheral buildings. The mounting requirements of the permitted signs shall be the same as any attached business sign.

3) In buildings containing single or multiple tenants where public access to individual tenant space(s) is gained via interior entrances, said building shall be allowed no more than one (1) attached business sign on any two (2) walls having roadway frontage. Said attached business signs shall be the same, each identifying either the building or major tenant.

4) Individual letters (exclusive of words), a symbol or graphic logo pertaining to a business on premises, may be painted or otherwise permanently affixed to the surface of an awning or canopy. The outline area of the message shall not exceed fifteen percent (15%) of the horizontal projection in elevation of the exterior surface of the awning or canopy. Said message outline area, when utilized as a design accent only as described above, shall not be counted toward the allowable outline area for a business sign.

5) Where a multitenant building contains both public access to individual tenant space(s) via interior entrances and an additional exterior access point(s) that services only one (1) tenant, signage may be permitted above said exterior access point of the tenant. This signage is in addition to the exterior signage permitted in Subsection (F)(3)(b)(3) above. The outline area of each sign shall not exceed five percent (5%) of the wall area of the business on which said sign is attached. No business sign shall exceed three hundred (300) square feet in outline area.

4. Directional Signs.

a. Directional signs shall not exceed ten (10) square feet in outline area per facing. Freestanding directional signs shall not extend more than six (6) feet above the elevation of the adjacent street or elevation of the average existing finished grade at the base of the sign, whichever is higher.

b. The height of all directional signs shall not exceed three (3) feet when located within the minimum front yard setback of each particular zoning district.

c. No directional sign shall be located on or over a public right-of-way without approval of the City of Chesterfield, and/or St. Louis County Department of Highways and Traffic, and/or the Missouri Department of Highway and Transportation as applicable.

5. Advertising Signs (Billboards).

a. Advertising signs [Subsection (F)(5) refers to billboards only] are permitted in the Planned Commercial District, Planned Industrial District, and MXD Mixed Use Development District if permitted in the conditions of the ordinance governing the particular planned district.

b. Advertising signs shall not exceed eight hundred (800) square feet in outline area, nor extend more than thirty-five (35) feet above the elevation of the adjacent street. Subject to more restrictive regulations of the zoning district in which it is located, an advertising sign shall not be located closer than one hundred (100) feet to any other advertising sign or building, nor within fifty (50) feet of any PS Park and Scenic or any residentially zoned property or any property line of any NU Non-Urban zoned property, nor within ten (10) feet of any side or rear property line. Not more than one (1) advertising sign shall be permitted on one (1) structure, except that where a structure is located perpendicular to the street right-of-way, two (2) sign facings shall be permitted in each direction.

c. No outdoor advertising sign shall be located within fifty (50) feet of any roadway right-of-way line, except that where existing buildings on immediately adjacent tracts (on both sides) are located closer to the roadway right-of-way than fifty (50) feet, an advertising sign may be placed within the average setback of the existing buildings on each side of the advertising sign. Where a building on an adjacent tract exists on one (1) side only, located closer to the roadway right-of-way than fifty (50) feet, an advertising sign may be placed within the average setback of the existing building and the fifty-foot setback required by these regulations.

d. Notwithstanding the regulations as set out above, all advertising signs (billboards) must be in conformance with Sections 226.500 through 226.600 RSMo., as amended.

e. Separation From Other Zoning Districts. No advertising sign shall be located within one thousand (1,000) feet of any NU Non-Urban District, AG Agricultural,

residential districts, or PS Park and Scenic District zoned tract, or any tract subject to the landmark and preservation area special procedure.

f. Separation From Other Advertising Signs. No advertising sign shall be erected within five (5) miles of any existing sign on the same side of the highway. No sign shall be located in such a manner as to obstruct or otherwise physically interfere with the effectiveness of any official traffic sign, signal, or device, or obstruct or physically interfere with motor vehicle operators' view of approaching, merging, or intersecting traffic. The separation requirements between advertising signs outlined in this Subsection shall be measured perpendicular to the center line off the subject highway. The separation distance shall apply only to advertising sign structures located on the same side of the subject highway.

g. Lighting. No revolving or rotating beam or beacon of light that simulates any emergency light or device shall be permitted as part of any advertising sign. No flashing, intermittent, or moving light or lights shall be allowed. External lighting, such as floodlights, thin line and gooseneck reflectors may be permitted in the conditions of the ordinance governing a particular planned or mixed use district, provided that the light source is directed upon the face of the sign and is effectively shielded so as to prevent beams or rays of light from being directed into any portion of the public right-of-way. Lights shall not be of such intensity so as to cause glare, impair the vision of the driver of a motor vehicle, or otherwise interfere with a driver's operation of a motor vehicle. No sign shall be so illuminated that it interferes with the effectiveness of, or obscures, an official traffic sign, device, or signal, nor shall any sign illumination cast light on adjacent properties.

h. In accordance with the authority granted to the City pursuant to H.B. 831, 89th General Assembly (1997), the following regulations shall apply to all billboards and outdoor advertising structures, within the meaning of H.B. 831 and Sections 226.500 to 226.600, RSMo., which are placed or proposed to be placed at any location within the view of any federal, State, interstate, primary or other highway within the City:

    1) No outdoor advertising structure or billboard shall be erected or maintained which exceeds fifteen (15) feet in height above ground level.

    2) No outdoor advertising structure or billboard shall be erected or maintained within the view of any federal, State, interstate or primary highway at a

distance of less than five (5) miles from any other outdoor advertising structure or billboard within the City which is visible to persons traveling in the same direction on such highway.

3) No outdoor advertising structure or billboard, other than on-premises signage specifically regulated pursuant to other provisions of the UDC of the City of Chesterfield, shall be lighted or artificially illuminated after dark in any manner visible from any location outside the right-of-way of the highway from which the outdoor advertising structure or billboard is visible.

6. Informational Signs.

   a. Informational signs shall not exceed sixteen (16) square feet in outline area per facing. Freestanding informational signs shall not extend more than six (6) feet above the elevation of the adjacent street or elevation of the average existing finished grade at the base of the sign, whichever is higher.

   b. No informational sign shall be located on or over a public right-of-way without approval of the City of Chesterfield, and/or St. Louis County Department of Highways and Traffic, and/or the Missouri Department of Highway and Transportation as applicable.

   c. The height of all informational signs shall not exceed six (6) feet when located within the minimum front yard setback of each particular zoning district.

   d. Outdoor public artwork or public art displays are permitted one (1) information sign. Signage shall not exceed three (3) feet in height, from grade to top of sign, and the sign face shall not exceed ten (10) inches by ten (10) inches or five (5) inches by twenty (20) inches in outline area. Requests for modification to the size limitation shall be reviewed by the City of Chesterfield City Council. Said modification shall require a two-thirds-vote of the City Council.

7. Residential Subdivision Identification Signs. Residential subdivisions of ten (10) lots/units or more shall be permitted a subdivision identification sign at each main entrance to the subdivision and may include the name or logo or both of the subdivision. Such sign shall not exceed fifty (50) square feet in outline area per face, nor extend more than six (6) feet above the average existing finished grade at the base of the sign or elevation of the adjacent street, whichever is higher. Residential subdivision identification signs shall be located within an easement on any platted lot or on common ground of a subdivision.

Such sign may also be located on any unplatted portion of the subdivision identified as part of a particular development on an approved preliminary subdivision plat or site development concept plan, site development section plan, or site development plan.

8. Supplementary Regulations.

    a. Church Or House Of Worship.

        1) A church or house of worship located in any district shall be permitted one (1) freestanding identification sign. However, a church or house of worship which has a minimum frontage of four hundred (400) feet on each of two (2) or more roadways shall be permitted one (1) freestanding identification sign on each of two (2) such roadways. Said identification sign height shall be in accordance with Section 405.04.050(F), Sign Regulations: Permanent Signs, of this Article. The copy portion of such sign shall not exceed fifty (50) square feet in area, exclusive of one (1) separate religious symbol without lettering which may have an additional outline area not exceeding twenty (20) square feet.

        2) A church or house of worship shall have no more than one (1) attached identification sign with the size requirements in accordance with Section 405.04.050(F), Sign Regulations: Permanent Signs, of this Article.

        3) A church or house of worship within the City of Chesterfield is permitted to have two (2) off-site directional signs, not to exceed six (6) square feet. The sign message shall be limited to church name and location/direction. A permit is required for all church signs. If the sign is not maintained, the City will require its repair or removal.

    b. Hospitals, public park and recreation facilities, schools, libraries, auditoriums, and similar institutions for public assembly having a minimum frontage of two hundred fifty (250) feet on a roadway shall be permitted one (1) freestanding identification sign not to exceed fifty (50) square feet in outline area per face on each roadway meeting the above minimum frontage requirements. Said identification sign height shall be in accordance with Section 405.04.050(F), Sign Regulations: Permanent Signs, of this Article. Each hospital, public park and recreation facility, school, library, auditorium, or other similar institutional use shall have no more than one (1) attached identification sign with the size requirements in accordance with Section 405.04.050(F), Sign Regulations:

Permanent Signs, of this Article.

~~c. Window signs may be placed on any window in addition to other permitted signs. However, the outline area of said signs, whether temporary or permanent, shall occupy no more than forty percent (40%) of the outline area of any window on the ground or first floor level of the building and no more than twenty percent (20%) of any window on any other level of the building. A sign permit shall not be required for any window sign.~~

d. Signs placed on vending machines, express mailboxes, or service station pumps advertising products sold or services offered from the particular machine, mailbox, or pump are permitted. However, no vertical or horizontal projection greater than six (6) inches from the surface of the machine, mailbox, or pump is permitted. Any other sign placed on the machine shall be considered as an advertising, business, directional, or information sign, subject to the regulations of the zoning district in which such sign is located.

e. A restaurant with a drive-up or drive-through food pickup facility may have either one (1) freestanding or one (1) wall menu sign not to exceed thirty-two (32) square feet in area associated with the order station. No freestanding menu sign shall exceed eight (8) feet in height or width or be illuminated in any manner other than from an internal source.

f. A financial institution with an outdoor automatic teller or similar facility may have either one (1) freestanding or one (1) wall sign not to exceed sixteen (16) square feet in outline area associated with the facility. No freestanding sign for such a facility shall exceed eight (8) feet in height or width or be illuminated in any manner other than from an internal source.

g. A service station with a canopy may have no more than one (1) sign which may include the name and logo of the business and one (1) sign which may include the words "self-service" and "full service" attached on each of any two (2) sides of the vertical face of the canopy, excluding canopy supports. The outline area of each sign shall not exceed ten (10) square feet in outline area. Each sign shall be a flat sign permanently affixed to the vertical face of the canopy and shall not project above or below the vertical face of the canopy more than one (1) foot. No projection shall be permitted from any other side of the vertical face of the canopy. Such signs shall only be illuminated by internal and non-intermittent light sources. For service stations located on corner lots, such signs may be

located on each of any three (3) sides of the vertical face of the canopy, excluding canopy supports.

h. In addition to other freestanding or attached wall signs in this Section, an individual lot or project may have a sign displaying time and temperature, and/or stock market activity not to exceed twenty-four (24) square feet in outline area per face. Such sign may be attached to the same structure of any permitted freestanding business sign, or may be a flat sign permanently affixed to the face of a building. When affixed to a building, such sign shall not project above the eave line of the roof.

G. Sign Regulations: Temporary Signs And Attention-Getting Devices. The provisions of this Section shall govern the erection of all temporary signs and attention-getting devices, together with their appurtenances, with respect to size, height, location, and construction.

1. General.

   a. A sign not permanently affixed to a vehicle or trailer which is parked or located such that the primary purpose is to display such sign is prohibited. This prohibition shall not apply to signs or lettering on buses, trucks, or other vehicles while in use in the normal course of business.

   b. For the purpose of these regulations, a temporary sign shall be considered any sign permitted for a duration not to exceed one (1) year.

2. Advertising Or Informational Signs (On-Premises). The following provisions shall govern the erection of all temporary advertising/informational signs and appurtenances with respect to size, height, location and construction.

   a. Banners. Commercial banners, except those used for real estate leasing, affixed to a fence or wall or similar structure are allowed in conjunction with a special promotion or grand opening with a temporary sign authorization. The use of a banner in conjunction with a grand opening shall be limited to a fifteen-day period. Banners used for special promotions shall be limited to thirty (30) days per calendar year for each business. Said banner shall not exceed fifty (50) square feet in outline area.

   b. Flags. One (1) commercial flag incorporating a business name and/or logo may

be flown in conjunction with a flag display in all commercial, industrial and mixed use development districts. One (1) commercial flag incorporating a business name and/or logo used in conjunction with a flag display may be flown in the NU Non-Urban District, AG Agricultural and all residential districts operating under a conditional use permit. A minimum of three (3) flags, including a local, State or national flag in addition to one (1) permitted commercial flag shall constitute a flag display. All flag lengths, excepting the national flag, shall not exceed ten (10) feet, with a pole height not to exceed forty (40) feet. An MZA and building permit is required prior to erecting any flagpole.

c. Garage Sale. Garage sale signs may be erected on premises in the NU Non-Urban District, AG Agricultural and all residential districts only. A temporary sign authorization is not required for garage sale signs.

d. Public Information Signs. Freestanding public information signs are allowed in any zoning district with a temporary sign authorization. Said signs shall not exceed thirty-two (32) square feet nor extend more than ten (10) feet above the elevation of the street adjacent, or the average existing finished grade at the base of the sign, whichever is higher. The height of any public information sign shall not exceed six (6) feet when located in the minimum front yard setback of a particular zoning district.

e. Sandwich Boards. Sandwich boards, not to exceed eight (8) square feet per face, may be used to convey commercial messages in all commercial districts, Industrial districts and MXD Mixed Use Development Districts. A sandwich board shall be considered as an incidental sign and therefore should not be visible from off site. At no time shall a sandwich board block a public walkway. An MZA is not required for a sandwich board.

f. Window Signs. ~~Window signs may be placed on any window in addition to other permitted signs. However, the outline area of the signs, whether temporary or permanent, shall not exceed forty percent (40%) of the window in which it is placed on the first floor and shall not exceed twenty percent (20%) of any window for which it is placed on any other level of the building. The method for calculating area shall be as provided for in Section 405.04.050(F)(3) of this Article. An MZA shall not be required for window signs.~~

1) Window Signs shall not occupy more than twenty five percent (25%) of any single window area. The window area may include multiple panes of glass

separated only by supporting framing materials but not separated by architectural elements. Such signs are solely permitted on a window of that particular tenant space and solely on a façade that has an entrance to said tenant space.

2) Window Signs are solely permitted on the first and second floor of a building.

3) A sign permit shall not be required for any window sign.

g. Living or human signs associated with a commercial or retail business or activity are permitted on the premises of the business for which the advertising is for. The maximum size of a sign that may be held by an individual is three (3) square feet. These signs do not require an MZA and are not permitted off-site or within the right-of-way.

3. Advertising Or Informational Signs (Off-Premises).

a. General. Temporary off-premises advertising/informational signs, such as portable signs attached to vehicles, are prohibited by the provisions of these regulations.

b. Specific Regulations And Exemptions. Banners and freestanding public information signs which convey public, not-for-profit, or civic information are permitted with a temporary sign authorization. Street banners shall not exceed thirty (30) inches by eighty-four (84) inches per face. Freestanding public information signs shall not exceed thirty-two (32) square feet in outline area or ten (10) feet in height above the elevation of the adjacent street, or average existing finished grade at the base of the sign, whichever is higher. Signs that are accessory to signage for a civic, non-commercial event shall be subject to Department approval.

4. Political Signs: political campaign signs announcing the candidates seeking public political office and other pertinent data. The maximum area for any one (1) sign shall be eight (8) square feet, with a total area of sixteen (16) square feet permitted for each lot or unit. These signs shall be erected only on private property and shall be removed within seven (7) days after the election for which they were made.

5. Temporary Off-Premises Directional Signs.

a. Temporary off-premises directional sign(s) shall be allowed for businesses where

recent changes in traffic patterns adversely affect access to said businesses, as determined by the Department. Said temporary direction sign(s) may be erected for a period not to exceed six (6) months following completion of construction.

b. Said temporary directional sign(s) shall not exceed ten (10) square feet in outline area per face, nor extend more than six (6) feet above the elevation of the adjacent street or elevation of the average existing finished grade at the base of the sign, whichever is higher.

c. The height of a temporary directional sign shall not exceed three (3) feet when located within the minimum front yard setback of each particular zoning district.

d. No temporary directional sign shall be located on or over a public right-of-way without approval of the City of Chesterfield, and/or St. Louis County Department of Highways and Traffic, and/or the Missouri Department of Highway and Transportation, as applicable.

6. Temporary Signs: Development Related.

a. General. Only one (1) construction, future use of site, or subdivision promotion sign may be erected per roadway frontage at any one time after first obtaining the required zoning approval and sign permit. At no time shall guy wires or auxiliary support posts be used to anchor a temporary development related sign.

b. Banners, Subdivision Identification. Subdivision identification banners are allowed in any zoning district with a temporary sign authorization. Said banners shall not exceed thirty (30) inches by eighty-four (84) inches in sign area and shall be erected, internal to a subdivision, for a period not to exceed one (1) year.

c. Flags, Subdivision Promotion. Within developing subdivisions, subdivision promotion flags are allowed without securing a temporary sign authorization; however, an MZA and building permit are required prior to erecting a flagpole. Said flags shall not be flown on poles exceeding sixteen (16) feet in height with a flag length not to exceed two and one-half (2 1/2) feet.

d. Temporary Construction Signs.

1) Construction signs which identify the architects, engineers, contractors or other individuals or firms involved with construction on a site may be erected during the construction period. Each construction site may have no more

than one (1) such sign facing each roadway on which the site has frontage. No construction sign shall exceed thirty-two (32) feet in outline area, nor exceed ten (10) feet in height above the average existing finished grade.

2) The signs shall be confined to the site of the construction and shall be removed no later than fourteen (14) days after completion of all construction on the site or after ninety (90) days of suspension of work. The message on a construction sign shall not include any advertisement of a product but may include information announcing the character of the business enterprise or the purpose for which the business is intended.

3) The maximum outline area of a temporary construction sign may be increased to sixty-four (64) square feet subject to Planning Commission approval as outlined in Section 405.04.050(C)(3) of this Article.

e. Temporary Signs Announcing Future Use Of Site.

1) Signs announcing the future use of a site, by a use permitted by the regulations of the particular zoning district in which the lot or development is located or by an approved special procedure permit, may be erected immediately following the approval of said use but not more than six (6) months prior to construction or development of the site. If after six (6) months construction has not commenced, the sign(s) must be removed. Signs announcing future use of a site shall be erected only on the lot or development in question and shall be removed within fourteen (14) days after the completion of construction of a building on the site in the case of a previously undeveloped site, or the occupancy of an existing building, or the beginning of the intended use of the site where no building is to be constructed.

2) Each site may have no more than one (1) such sign facing each roadway on which the site has frontage. No such sign shall exceed thirty-two (32) square feet in outline area per facing, nor exceed ten (10) feet in height above the average existing finished grade elevation of the sign or elevation of the adjacent street, whichever is higher.

3) The maximum outline area of temporary signs announcing future use of a site may be increased to sixty-four (64) square feet, subject to Planning Commission approval, as in Section 405.04.050(C)(3) of this Article.

f. Subdivision Direction Signs.

1) For the purpose of these regulations, a subdivision direction sign is a sign placed at some location outside the limits of a residential subdivision intended to inform and direct the general public to an approved or pending development. Subdivision direction signs may not be erected until a site plan or preliminary plat has been approved for the subject development. The message upon the sign shall be limited to the name of the subdivision, the name of the developer, insignia, price range, a directional arrow, and written directions.

2) Signs may have one (1) face, a face on each side of the sign board, or be V-shaped [not to exceed an interior angle of sixty degrees (60°)] and contain two (2) faces.

3) Subdivision direction signs may be erected on properties at any of the corners of intersecting streets, highways or roads, subject to the following criteria. See Illustration B.

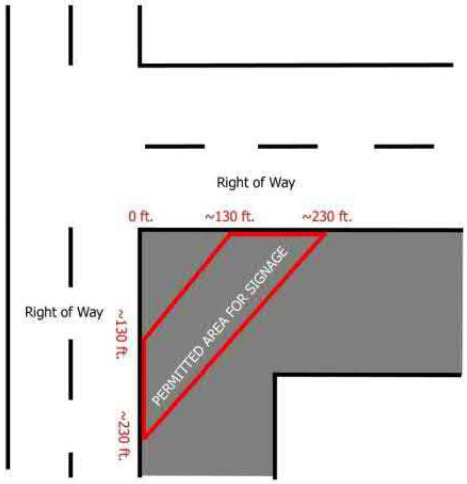
a. Location:

1) Within the area bounded by the street right-of-way lines, a line connecting two (2) points from the street right-of-way lines one hundred thirty (130) feet from the point of intersection of the street right-of-way lines, but not including the area within the sight distance triangle; or

2) Subdivision direction signs may be erected beyond a point located not closer than one hundred thirty (130) feet, but not farther than two hundred thirty (230) feet from the point of intersection of the street right-of-way lines, as measured along the right-of-way line.

3) In the case of non-symmetrical intersections, the limits established for sign placement shall be measured from the prolongation of the right-of-way lines on the opposite side of the street.

4) No subdivision direction sign shall be erected within the sight distance triangle or otherwise be placed to obstruct vehicular sight distance.



b. Subdivision direction signs shall be located no closer to the street right-of-way line than permitted under the requirements for structure setbacks of the applicable zoning district.

c. Guy wires shall not be utilized to anchor the sign.

d. Subdivision direction signs shall not be located closer than twenty (20) feet to any other sign.

e. Not more than four (4) subdivision direction signs, each authorizing the placement of a single subdivision direction sign at a location, will be authorized for each development at any given time. Each development is allowed not more than four (4) sign locations concurrently. For the purposes of this Section, multiple plats or phases of contiguous development shall be considered a single development without regard to ownership.

f. All subdivision direction signs shall be removed within one (1) year of the date the authorization was issued for said sign.

g. A limit of one (1) sign per development shall be allowed at an intersection.

h. A residential subdivision located outside the City limits of the City of Chesterfield shall be permitted one (1) subdivision directional sign to

be located within the City of Chesterfield.

i. A limit of four (4) subdivision direction signs shall be allowed per intersection. Only one (1) of the four (4) subdivision direction signs per intersection shall be permitted for a residential development located outside the City limits of the City of Chesterfield.

j. Each sign face shall have a decorative border of a minimum width of one and one-half (1 1/2) inches.

k. No single sign shall exceed thirty-two (32) square feet or be less than sixteen (16) square feet in outline area. The total permitted sign area allocated for an individual development shall not exceed ninety-six (96) square feet.

4) An MZA shall be obtained from the Department for the placement of all subdivision direction signs. Applicant must provide a written consent authorizing the removal of said sign upon permit expiration. Any existing subdivision directional sign erected prior to the establishment of this UDC shall be permitted until expiration of the municipal zoning approval.

5) Sign Maintenance. The permittee of any approved subdivision direction sign is required to maintain such signage in a safe and satisfactory manner. A sign is considered to be unsafe and in unsatisfactory condition if the sign contains peeling paint, and/or the sign surface or support structures are rotted, warped, damaged, faded, sun-baked or deteriorated. If the Department determines repair is needed and the owner fails to repair said sign within thirty (30) days of receiving notification of the disrepair, the City will remove such signs at the permittee's expense.

g. Subdivision Promotion Signs.

1) For the purpose of these regulations, a "subdivision promotion sign" is a sign which may be erected within a subdivision in progress and which is intended to inform the general public about the project. Subdivision promotion signs may not be erected until a site plan or preliminary plat has been approved for the subject development. The message upon the sign shall be relevant to the subdivision, including the name of the subdivision, the name of the developer, insignia, price range, and related information.

2) Subdivision promotion signs shall not exceed thirty-two (32) square feet. The maximum outline area of a subdivision promotion sign may be increased to sixty-four (64) square feet subject to approval by the Planning Commission as outlined in Section 405.04.050(C)(3) of this Article.

3) Subdivision promotion signs shall not exceed ten (10) feet in height above the average existing finished grade at the base of the sign or above the elevation of the adjacent street.

4) Location.

    a. Subdivision promotion sign(s) may be erected at each main entrance to a subdivision or at the entry to each individual plat of a subdivision.

    b. No subdivision promotion sign shall be erected within the sight distance triangle or otherwise be placed to obstruct vehicular sight distance.

    c. No subdivision promotion sign shall be located within a street right-of-way, access easement or designated emergency accessway.

5) Guy wires shall not be utilized to anchor the sign.

6) An MZA shall be obtained from the Department for the placement of all subdivision promotion signs. The applicant must provide a written consent authorizing the removal of said sign upon permit expiration.

7) Sign maintenance. The permittee of any approved subdivision promotion sign is required to maintain such signage in a safe and satisfactory manner. A sign is considered to be unsafe and in unsatisfactory condition if the sign contains peeling paint, and/or the sign surface or support structures are rotted, warped, damaged, faded, sun-baked or deteriorated. If the City of Chesterfield determines repair is needed and the owner fails to repair said sign within thirty (30) days of receiving notification of the disrepair, the City will remove such signs at the permittee's expense.

h. Display House Signs.

1) For the purpose of these regulations a "display house sign" is a sign placed on a subdivision lot where a display house has been properly permitted by

the City. The display house sign is intended to provide information to the general public related to the display home. In those instances where lots have not yet been permitted, display house signs shall only be permitted in those locations where construction has been authorized by an approved display house plat.

2) A single display house promotion sign may be erected on each lot on which a display house has been erected.

i. Attention-Getting Devices (On-Premises). Attention-getting devices, which shall include, but are not limited to, inflatables, beacons, festoons, pennants and streamers, shall be allowed in conjunction with a grand opening for each business. Said devices shall be in use for a period not to exceed fifteen (15) consecutive days and only upon the initial opening of each business. Attention-getting devices, with the exception of balloons, may be used in conjunction with a special promotion for a period not to exceed forty-five (45) days per calendar year. A temporary zoning approval is not required for an attention-getting device.

H. Sign Regulations: Exempt, Prohibited, And Real Estate Signs.

1. Exempt Signs. The following signs shall be exempt from the provisions of this UDC. However, setback and height requirements for all structures, where applicable, shall be in accord with the regulations of the particular zoning district in which the structure is located.

a. Official traffic or government signs, including memorial plaques and signs of historical interest.

b. Flags of any nation, government, or non-commercial organization.

c. Scoreboards on athletic fields.

d. Display window signs, not attached to a window, incorporated and related in content to such a display.

e. Temporary signs indicating a potential danger.

f. Public notices and legal notices required by law.

~~g. Window signs.~~

h. Signs mandated by the federal, State, local or City government.

i. "Now Hiring" banners under twenty-five (25) square feet and attached to a permanent structure.

j. Holiday or seasonal displays. Property owners and tenants shall be permitted to put up and display decorations and displays celebrating or denoting religious holidays or events, the seasons of the year, State and national holidays, and similar occasions; provided, however, that this shall not allow balloons or similar devices prohibited herein; nor shall such seasonal displays be in place for a period longer than thirty (30) days. Should any seasonal display fail to meet these criteria, it shall be considered a sign under this Section. If any seasonal display conveys a commercial advertising message or bears the name of the business, it shall be considered a sign.

k. Gravestones.

l. Statues.

m. Commemorative tablets and monument citations of less than ten (10) square feet that are an integral part of a permanent structure.

n. Incidental signs, such as signs placed on vending machines, mailboxes, or service station pumps. Any sign such as a sandwich board with a commercial message that cannot be understood from a position off-site shall be considered incidental.

o. Accessory signs not exceeding four (4) square feet in outline area, which have an accessory use with respect to the lot on which the sign is located.

p. Identification signs which shall consist of lettering permanently attached to a wall or building, not exceeding four (4) square feet in outline area, which announce the name, and/or occupation of the building occupant and are absent of any illumination.

q. Post Office Address.

1) All buildings and structures having a post office address shall list the street number of such post office address on the front of the building or structure

in a type of sufficient size as to be clearly visible from any street adjacent to the property. In any case where the building or structure is not visible from the street that is adjacent to the property, or if the building is more than one hundred fifty (150) feet from the street adjacent to the property, the street number must be placed at some location on said property within fifty (50) feet of the adjacent street. This number need not always be on a mailbox, but a number on the mailbox on said property will satisfy the requirements of this statute. In the case of buildings or structures which are adjacent to more than one (1) street, the number shall be visible from the street to which the post office address corresponds.

2) All buildings or structures which are used for business, commercial, industrial, manufacturing or public purposes which have post office addresses shall list the street number of such post office address on the front of the building in a type of sufficient size [minimum three (3) inches, maximum twelve (12) inches] as to be clearly visible from a street adjacent to the property and on the rear of the building on the right edge of the building when facing the rear of the building and not less than six (6) feet nor more than eight (8) feet above the ground level.

2. Prohibited Signs. All signs not expressly permitted under this UDC or expressly exempt from regulation hereunder in accordance with the above Section are prohibited within the City of Chesterfield. Such signs shall include:

a. Abandoned signs.

b. Inflatables.

c. Electronic message centers.

d. Neon Prohibited. The use of visible neon tubing as a sign or for an architectural element, whether located on the exterior or interior of a wall or window, if visible from the street, is prohibited.

1) Exceptions. Neon window "OPEN" signs are permitted and are not subject to review by the Planning Commission. Said signs shall not exceed in aggregate an area equal to more than twenty percent (20%) of the window glass area on which it is located. Said signs may not utilize an intermittent light source or flash and/or blink.

2) Request For Exception. Requests for the allowance of a neon sign shall be made to the Planning Commission, which shall review the same in accordance with the following criteria:

   a. (A written statement from an architect explaining the intended use of the neon lighting and its relationship to the project and surrounding environment shall be submitted to the Planning Commission demonstrating that the neon will encourage, promote, or reward good architecture and/or urban planning.

   b. The light plan, including neon, shall be submitted for review to the Department and shall adhere to all conditions set forth in this Section of the UDC.

   c. (In reviewing a request for such an exception, the Planning Commission shall consider safety, design and other factors deemed appropriate and shall verbally make a record relative to its specific determination.

e. Off-premises signs, other than those specified previously in this Section of the UDC.

f. Portable signs, unless used to convey public, not-for-profit, or civic information.

g. Projecting signs.

h. Rooftop signs.

i. Signs attached or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations of a business.

j. Signs affixed to bus stop shelters or other similar structures.

3. Real Estate Signs. Real estate signs advertising the sale, rental or lease of a property or portion thereof may be erected on the property being offered. Each property may have no more than one (1) such sign facing each roadway on which the property has frontage. These signs may be either freestanding or attached wall signs or banners. Such signs shall be confined to the property in question and shall be removed within fourteen (14) days after the sale, rental or lease being advertised. A sign permit and MZA shall not be required for freestanding real estate signs which are not greater than twenty-five (25)

square feet in outline area.

a. Total area of real estate signs in the "FP Flood Plain District, PS Park and Scenic District, NU Non-Urban District, AG Agricultural" or any residential district on vacant, undeveloped property containing five (5) or more acres in area shall not exceed thirty-two (32) square feet in outline area per frontage or eight (8) feet in height.

b. Total area of other real estate signs located in the FP Flood Plain District, PS Park and Scenic District, NU Non-Urban District, AG Agricultural, and all residential districts shall not exceed sixteen (16) square feet in outline area per frontage or three (3) feet in height.

c. Total area of real estate signs located in any commercial, industrial, or mixed use zoning district shall not exceed thirty-two (32) square feet in outline area per frontage or five (5) feet in height.

I. Sign Regulations: Non-Conforming Signs. Information on non-conforming signs may be found in Article 07 of this UDC.

J. Sign Regulations: Real Estate Signs. The following provisions shall govern the erection of all real estate signs, together with their appurtenant and auxiliary devices with respect to size, number, height, location and construction.

1. Real Estate Signs. Real estate signs advertising the sale, rental or lease of a property other than single-family residential property or portion thereof may be erected on the property being offered.

a. Signs Erected Prior To Occupancy Of A Building.

1) Each property may have no more than one (1) such sign facing each roadway on which the property has frontage. These signs may be either freestanding, attached wall sign, or banner attached to the unoccupied building.

2) Such signs shall be confined to the property in question and shall be removed within fourteen (14) days after the closing of the sale, rental or lease being advertised.

3) A sign permit shall not be required for freestanding real estate signs which are not greater than nine (9) square feet in outline area; however, an MZA is required for all real estate signs.

4) Real estate signs in the FP Flood Plain District, PS Park and Scenic District, NU Non-Urban District, or any residence district on vacant, undeveloped property containing five (5) or more acres in area shall not exceed thirty-two (32) square feet in outline area per facing. Signage for parcels less than five (5) acres shall not exceed nine (9) square feet in outline area per facing.

5) Real estate signs located in any commercial, industrial district, or mixed use zoning district shall not exceed thirty-two (32) square feet in outline area per facing.

b. Signs Erected After Occupancy Of A Building.

1) Each property may have no more than one (1) such sign facing each roadway on which the property has frontage. These signs shall be freestanding.

2) Such signs shall be confined to the property in question and shall be removed within fourteen (14) days after the closing of the sale, rental or lease being advertised.

3) Signs shall not exceed sixteen (16) square feet in outline area per facing.

4) Approval shall be required by the City of Chesterfield for all signage with the exception of those in the FP Flood Plain District, PS Park and Scenic District, NU Non-Urban District, or any residence district.

2. Application shall include:

a. Information on how such sign coordinates with the overall sign package for the development.

b. For real estate signs indicating property for rent or lease, a report shall accompany the application indicating the available lease space. Such reports shall be updated on a yearly basis (January 1) for as long as the sign is being requested.

3. Residential Real Estate Open House Sign On Public Streets. Residential real estate open

house directional signs may be placed in accordance with the restrictions on signs set forth in this Section. All residential real estate open house directional signs are subject to the following conditions:

a. Size. The total face area of the signs shall not exceed three (3) square feet in size. No attention-getting devices shall be attached to any residential real estate open house directional sign.

b. Height. The vertical distance measured from ground level to the highest point of such sign or sign structure or other support shall not exceed three (3) feet.

c. Local Address. The sign shall only advertise a residence in the City of Chesterfield or for a property which can only be accessed through the City of Chesterfield.

d. Limit. No more than six (6) signs per property for sale or lease shall be posted, and not more than one (1) sign at each required change of travel direction.

e. Type. Signs shall be mounted either on stakes placed in the ground or with an A-frame support of sufficient weight so that the sign remains upright when mounted. Signs and any supporting structures shall be maintained in good condition at all times and shall be constructed out of quality materials normally used in professional signage.

f. Location. No sign shall be placed, used or maintained in the following manners:

    1) On trees, traffic signs or utility poles, nor be placed in such a manner as to obstruct the view of any official public sign.

    2) In any location that obstructs the safe and convenient use by the public of any street, sidewalk, or curbside parkway area as determined by the City of Chesterfield.

    3) In any roadway area or center median area.

    4) At any location whereby the clear space for the passageway of pedestrians is reduced to a width that violates the Americans with Disabilities Act.

    5) On streets undergoing construction, nor on streets with special events.

    6) Within five (5) feet of any of the following: traffic signal; traffic sign;

designated bus stop sign; bus bench; or any other bench on the sidewalk.

g. Residential real estate open house directional signs shall only be displayed between 9:00 A.M. and 3:00 P.M. on Tuesdays and from 12:00 P.M. to 6:00 P.M. on Sundays, and only on days of an open house.

h. Identification Required. Every person who places or maintains a residential real estate open house sign on the streets of the City of Chesterfield shall have his/her name, address, and telephone number affixed to the signs.

i. Any sign installed, placed, or deposited in violation of the provisions of this UDC may be summarily removed by the City.

Article 10
Definitions

Section 405.10.040 Signage Terms.

SIGN, WINDOW

~~Any sign, including paint, placed inside a window or upon the window panes or glass that is visible from the exterior of the window.~~

A sign placed on the surface of a window or other transparent surface and is visible from the exterior of the window or surface.

III.B

Memorandum
Department of Planning

To: Planning and Public Works Committee

From: Justin Wyse, Director of Planning JW

Date: August 5, 2021

RE: Ordinance 1430 – Resolution of Intent

Summary
Over the past several months, there has been considerable discussion regarding City of Chesterfield Ordinance 1430, which establishes a "M-3" Planned Industrial District over 1,300 acres in the western portion of the Chesterfield Valley. Through this process, a formal recommendation was provided by the Planning Commission which stated that the provisions of the ordinance do not fully implement the vision in the City's current Comprehensive Plan.

Following this recommendation, the Planning and Public Works Committee directed Staff to work with the Planning Commission to create a process to review and modify the zoning within the Chesterfield Valley to reduce reliance on discretionary reviews and align the regulations of the UDC with the Comprehensive Plan.

Since that time, there has been discussion on addressing inconsistencies within Ordinance 1430 in advance of the effort to address the Chesterfield Valley.

§405.02.030(B)(1) authorizes the City Council to initiate a change in zoning. "Whenever the public necessity, convenience, general welfare, and good zoning practice require, the City Council may, after a public hearing and report thereon by the Planning Commission and subject to the procedure provided in this Section, amend, supplement, or change the regulations, zoning district boundaries or classification of property now or hereafter established by this Article."

The process to initiate a change in zoning by the City Council is to adopt a resolution of intent. §405.02.020(A)(3) states, "…upon initiation of a resolution of intention by the Planning Commission or the City Council, a public hearing shall be set before the Planning Commission within ninety (90) days."

Recommendation
The attached Resolution should be forwarded to the Planning and Public Works Committee for their review and consideration.

RESOLUTION #____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI DIRECTING STAFF TO INITIATE PROCESSING OF A REZONING FOR CERTAIN PARCELS COVERED UNDER AN "M-3" PLANNED INDUSTRIAL DISTRICT, DEFINED AS AN "INACTIVE DISTRICT" UNDER THE CITY'S UNIFIED DEVELOPMENT CODE AND HAVE THE PLANNING COMMISSION PROVIDE RECOMMENDATIONS ON BRINGING THE ORDINANCE INTO COMPLIANCE WITH THE COMPREHENSIVE PLAN.

WHEREAS, St. Louis County approved a Planned Industrial District covering 1,037.5 acres on the south side of Chesterfield Airport Road, east and west of Spirit of St. Louis Industrial Boulevard, in 1961 under Section 1003.242 Planned Industrial district regulations of the 1946 St. Louis County Zoning Ordinance; and,

WHEREAS, St. Louis County Ordinance 2,212 has been amended several times over the years to address areas covered under the ordinance, permitted uses, setbacks, and other development criteria with the most recent amendment from July of 1998; and,

WHERAS, the City of Chesterfield Planning Commission adopted a new Comprehensive Plan in September of 2020; and,

WHEREAS, the Planning and Public Works Committee requested that the Planning Commission provide a recommendation as to whether Ordinance 1430 is consistent with the Comprehensive Plan; and,

WHEREAS, the Planning Commission, by a vote of 8-0, passed a motion that Ordinance 1430 was not consistent with the Comprehensive Plan; and,

WHEREAS, §405.02.020(A)(3) states that a public hearing shall be set within 90 days following initiation of a resolution of intention to amend, supplement or change the regulations, zoning district boundaries or classification of property; and

WHEREAS, §405.02.030(B)(1) authorizes the City Council to, after a public hearing and report thereon by the Planning Commission and subject to the procedure provided in the Unified Development Code (UDC), amend, supplement, or change the regulations, zoning district boundaries or classification of property whenever the public necessity, convenience, general welfare, and good zoning practices require said modifications.

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF CHESTERFIELD adopts Resolution #470 stating its intention to consider rezoning of parcels covered under City of Chesterfield Ordinance 1430, a "M-3" Planned Industrial District covering 1,325.62 acres and directs staff to schedule a public hearing before the Planning Commission to consider changes necessary to bring the planned district into compliance with the Comprehensive Plan.

Passed and adopted this _____ day of August 2021.

_____ _____

Presiding Officer Bob Nation, Mayor

Attest:

_____

Vickie McGownd, City Clerk

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember Moore
Vice-Chair: Councilmember McGuinness

Reimbursement Agreement for Legal Expenses – The Finance and Administration Committee recommends approval of the reimbursement agreement with Wildhorse Village and The Staenberg Group for the purpose of funding costs for consultants and legal services associated with those developments. This agreement supercedes and replaces the prior reimbursement approved for Wildhorse Village only, and credits that $17,000 initial deposit towards the new, combined reimbursement fund. A roll call vote is required.

Gamble & Schlemeier Contract Renewal – The Finance and Administration Committee has recommended that the professional services contract with Gamble & Schlemeier be renewed at an annual cost of $40,000, which is the same cost as the prior two years. A roll call vote is required to authorize execution of the contract and to approve the associated budgetary transfer.

Deposit Accounts and Signors Resolution – Resolution authorizing the City Administrator, Acting City Administrator, Finance Director, Acting Finance Director, Assistant Finance Director, and Acting Assistant Finance Director as the authorized account representatives for City Deposits held at financial institutions. A roll call vote is requested since the authorization involves the establishment of financial accounts at various institutions.

Budget Workshop Dates – The Finance and Administration Committee has approved scheduled meeting dates for review of the 2022 budget submittal. Meetings are scheduled on the following dates:

Monday, October 11 at 5:30 p.m.
Monday, November 8 at 5:30 p.m.
Monday, November 22 at 5:30 p.m. (if necessary)

NEXT MEETING

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

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

Finance and Administration Committee
Record of Proceeding
August 3, 2021

The Finance and Administration Committee met on Tuesday, August 3, 2021. Those in attendance included: Chairperson Michael Moore, Ward III; Council Committee Member Barbara McGuinness, Ward I; Council Committee Member Aaron Wahl, Ward II; 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 Ann Mastorakos, Ward II; Councilmember Dan Hurt, Ward III; Director of Public Works/City Engineer Jim Eckrich; Director of Planning Justin Wyse; Assistant Finance Director John Hughes; Asst. to City Administrator/Deputy City Clerk Molly Taylor; and City Clerk Vickie McGownd

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

Approval of Minutes

The minutes of the June 29, 2021 Finance and Administration Committee Meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember McGuinness to approve the June 29, 2021 Finance and Administration Committee Meeting Minutes. A vote was taken with a unanimous affirmative result (4-0) and the motion was declared passed.

2021 Strategic Planning

Director of Public Works/City Engineer Jim Eckrich gave a detailed presentation about the Strategic Planning and requested approval to issue a Request for Proposals to 3-5 firms who provide Strategic Planning services. He reminded the Committee that City Council had identified submission of a proposal for strategic planning as one of Mr. Geisel's goals and objectives for 2021. Councilmember Wahl made a motion, seconded by Councilmember Moore, to direct staff to request proposals for strategic planning consultant services. A voice vote was taken with a unanimous affirmative result (4-0) and the motion was declared passed.

Deposit Accounts and Signors

Finance Director, Jeannette Kelly explained that several financial institutions were requesting an official resolution from City Council, verifying that the appropriate City Staff were acting as official account representatives for the City. City Council had previously executed a similar resolution for a single bank institution, but staff was now suggesting a generic resolution to serve

multiple institutions. She requested and recommended that City Council adopt a resolution designating City Staff as account representatives for City deposits. Councilmember Moore made a motion, seconded by Councilmember Budoor, to approve the proposed resolution. A voice vote was taken with a unanimous affirmative result (4-0) and the motion was declared passed.

Audit RFP 2021 Update

Finance Director, Jeannette Kelly updated the committee on staff's progress in preparing of a request for proposals to conduct future audit services.

Excess Checks Report

City Administrator, Mike Geisel addressed Councilmember McGuinness's previous questions pertaining to the June 2021 Excess Checks Report and in response to her previous question, advised the committee that the net profit on the recent amphitheater concert was in excess of $59,000.

ARPA Update

City Administrator, Mike Geisel provided an update of the American Rescue Plan Act and gave a presentation outlining the details of the Act and how it applies to the City of Chesterfield.

Budget Workshop Dates

F&A Budget Workshop Dates for 2021 were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember McGuinness to approve the Budget Workshop Dates. A voice vote was taken with a unanimous affirmative result (4-0) and the motion was declared passed.

Professional Services Contract Renewal

City Administrator, Mike Geisel discussed the Gamble & Schlemeier contract that is up for renewal at the end of the month and recommended approval to renew the agreement for another year. Councilmember Moore made a motion, seconded by Councilmember McGuinness to recommend the approval of the Gamble & Schlemeier contact renewal. A voice vote was taken with a unanimous affirmative result (4-0) and the motion was declared passed.

Adjournment

The meeting was adjourned at 7:03 p.m.

Respectfully submitted:

_____	_____
Jeannette Kelly	Molly Taylor
Finance Director	Deputy City Clerk

Approved: _____

DRAFT

CITY OF CHESTERFIELD
FINANCE AND ADMINISTRATION
COMMITTEE MEETING

TUESDAY, AUGUST 3, 2021
CONFERENCE ROOM 101
5:30 P.M.

https://us06web.zoom.us/j/85231258379

(312) 626 6799 or +1 646 876 9923

Webinar ID: 852 3125 8379

I. APPROVAL OF MINUTES

a. F&A Meeting Minutes – June 29, 2021

II. 2021 STRATEGIC PLANNING

III. DEPOSIT ACCOUNTS AND SIGNORS

IV. AUDIT RFP 2021 UPDATE

V. EXCESS CHECKS REPORT

VI. ARPA UPDATE

VII. BUDGET WORKSHOP DATES

VIII. PROFESSIONAL SERVICES CONTRACT RENEWAL

a. Gamble Schlemeier – Jeff Brooks

IX. ADJOURNMENT

Finance and Administration Committee
Record of Proceeding
June 29, 2021

The Finance and Administration Committee met on June 29, 2021. Those in attendance included: Chairperson Michael Moore, Ward III; Council Committee Member Barbara McGuinness, Ward I; Council Committee Member Aaron Wahl, Ward II; 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 (via teleconference); Councilmember Mary Ann Mastorakos, Ward II; Councilmember Dan Hurt, Ward III; Director of Public Works/City Engineer Jim Eckrich; Director of Planning Justin Wyse; Assistant Finance Director John Hughes; Asst. to City Administrator/Deputy City Clerk Molly Taylor; City Clerk Vickie McGownd; and approximately 6 other attendees.

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

Proposed City Council Meeting Schedule

Councilmember McGuinness made a motion, seconded by Councilmember Moore, to recommend approval of the 2022 Proposed City Council Meeting Schedule as amended by changing all Wednesday meetings to Tuesday. A voice vote was taken with a unanimous affirmative result (4-0) and the motion was declared passed.

Flats at Wildhorse Village Lot 2A

Mr. Michael Hamburg, on behalf of the petitioner, requested sales tax exemption on construction materials for the Flats at Wildhorse Village Lot 2A. Councilmember McGuinness made a motion, seconded by Councilmember Moore, to deny the petitioner's sales tax exemption request. A voice vote was taken with a unanimous affirmative result (4-0) and the motion was declared passed.

Citizen Newsletter

City Administrator Mike Geisel stated that the Finance and Administration Committee of the Whole gave the following directive on October 27, 2020:

> Explore the possibility of reducing the cost of printing and mailing the Citizen Newsletter and providing more efficient delivery of services by working with the Chamber of Commerce and preparing the Citizen Newsletter to coincide with the Chamber's quarterly newsletter "Out & About".

Mr. Geisel reported that there would be no cost savings by changing the Citizen Newsletter distribution process, because surveys indicate a strong desire from residents for a paper copy of the newsletter. It would also be a disservice to residents to have the City's newsletter combined with a commercial product.

Councilmember Moore received and filed this report on behalf of the Finance and Administration Committee.

Economic Development Tools

City Administrator Mike Geisel gave a detailed presentation about economic development tools (presentation attached). Discussion ensued.

Councilmember Moore made a motion, seconded by Councilmember Wahl, to recommend directing Staff to explore options for economic development tools in the southwest quadrant of Chesterfield, advise and engage landowners, and begin discussions regarding reimbursement agreement opportunities. A voice vote was taken with a unanimous affirmative result (4-0) and the motion was declared passed.

Adjournment

The meeting was adjourned at 7:26 p.m.

Respectfully submitted:

Jeannette Kelly	Vickie McGownd
Finance Director	City Clerk

APPROVED: _____

DRAFT

Memorandum
Department of Public Works

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

FROM: James A. Eckrich, PWD/City Eng.
Jeannette Kelly, Finance Dir.

DATE: May 11, 2021

RE: Strategic Planning

Forward to F&A Committee of City Council for review and direction.
2021-5-11

As you know, for some time the City of Chesterfield has debated whether to implement Strategic Planning. Many of us (including the authors of this memo) argue that Strategic Planning is imperative in order for the City to define its mission and clarify its role in providing services to its residents. Strategic Planning is a process by which the City can set short-term and long-term goals to achieve its mission. Further, Strategic Planning provides a framework to ensure the City's budgets and resources are optimally used to achieve this mission. *Indeed for Employers* defines Strategic Planning as "a process used by organizations to identify their goals, the strategies necessary to accomplish those goals, and the internal performance management system that will be used to monitor and evaluate progress."

It is our belief that a successful Strategic Plan must be facilitated by an external consultant. This ensures that the Plan is not constrained by the thoughts and limitations of those who manage the City every day and is not driven by any specific agenda. Additionally, a successful Strategic Plan must include the following components:

- A review of the City's current goals, priorities, and Mission Statement.
- Development and prioritization of new goals and priorities.
- Revise Mission Statement (if necessary).
- Formulate goals and priorities into a Strategic Plan Report for publication and electronic distribution throughout the community.
- Establishment of measurable objectives to achieve the new goals and priorities.
- Create the framework for regular review and update of the Strategic Plan.

It is vitally important that the Strategic Plan is neither a "feel good session" nor a "document that sits on the shelf." Our vision for the Strategic Plan is that it would be completed over several weeks with multiple meetings between the consultant, the

Mayor and City Council, and City Staff. The consultant would use these meetings to create a report which would contain new goals and priorities for the City supported by specific measurable objectives. The City would then establish teams and responsible parties to achieve those objectives, with some kind of "scoreboard" to demonstrate progress.

This type of process clearly does not lend itself to a low bid analysis. Instead, the City should treat this like it does engineering or architectural services and choose the consultant it believes to be the most qualified to create the Strategic Plan. We propose that a Request for Proposals (RFP) be sent to three to five firms which the City knows provide Strategic Planning services. A team comprised of City Staff and elected officials would then review and score these plans in order to select the firm most qualified to create the Strategic Plan for the City of Chesterfield. Once a consultant is chosen, a scope / schedule / fee would then be negotiated and presented to the full City Council for approval. A draft RFP is attached for your consideration.

While a fee will not be requested as part of the RFP, it is logical that members of City Council would question the likely cost of a Strategic Plan. We believe the cost for a thorough Strategic Plan involving the Mayor, City Council, and City Staff will likely cost $30,000 to $40,000.

Should you have questions or need additional information, please contact us. Otherwise, it is our recommendation that the Finance and Administration Committee of City Council consider the issuance of an RFP for Strategic Planning services.

Action Recommended

This matter should be forwarded to the Finance and Administration Committee of City Council. Should the F&A Committee concur with Staff's recommendation it should authorize the issuance of the attached RFP to 3-5 firms who provide Strategic Planning services. Once the RFPs are received they will be reviewed as detailed in the RFP and a scope / schedule / fee will be submitted to the full City Council for approval at a later date.

Should the F&A Committee elect not to issue the RFP it should advise the City Administrator how to proceed regarding Strategic Planning.

MEMORANDUM

DATE: July 16, 2021

TO: Jeannette Kelly, Finance Director

FROM: John Hughes, Assistant Finance Director

SUBJECT: Deposit accounts and signors

Staff is requesting and recommending that City Council adopt the attached generic resolution in order to facilitate authorized City Staff to invest City funds in various financial institutions. This authority is already a designated responsibility of the Director of Finance and City Administrator by code, but financial institutions are requiring that we provide a Council approved resolution indicating same, prior to opening an account.

As we are in the process of opening new accounts to invest City funds at higher interest yields, it has become more prevalent that financial institutions require a certification certifying that City Council, at a duly and regularly called meeting, adopted the following resolution:

> *That the financial institution…be, and it hereby is designated as, a depository for the funds of this entity, which may be withdrawn on checks, drafts…or other orders for the payment of monies bearing the following appropriate number of signatures:" with the signors listed thereafter.*

In the Report from the City Administrator section of the August 5, 2019, City Council meeting minutes, "Mr. Geisel reported that a Resolution is required in order to move deposits from Sterling Bank to a different financial institution. Councilmember McGuiness made a motion, seconded by Councilmember Keathley, to approve a proposed resolution naming Acting Director of Finance John Hughes and City Administrator Mike Geisel as authorized account representatives for City deposits held at Sterling Bank. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. The successful resolution became Chesterfield Resolution No. 454."

Since Resolution #454 was specific to Sterling Bank, we now need a resolution to be cited that allows us to truthfully attest that we are in compliance with the verbiage of the new institution's resolution. Therefore, I request and recommend the following resolution be reviewed by the Finance and Administration Committee and subsequently passed on to City Council with an affirmative recommendation:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR, ACTING CITY ADMINISTRATOR, FINANCE DIRECTOR, ACTING FINANCE DIRECTOR, ASSISTANT FINANCE DIRECTOR, AND ACTING ASSISTANT FINANCE DIRECTOR AS THE AUTHORIZED ACCOUNT REPRESENTATIVES FOR CITY DEPOSITS HELD AT FINANCIAL INSTITUITIONS.

WHEREAS, the City of Chesterfield has funds deposited at various financial institutions; and

WHEREAS, the City is in the process of opening new accounts at new financial institutions; and

WHEREAS, the financial institutions' applications for new accounts require certification by a governing board that the financial institution be designated as a depository for the funds of the City; and

WHEREAS, the City's Resolution No. 454 identified only one financial institution, and identified the signors specifically by name and title; and

WHEREAS, a more all-inclusive resolution would expedite opening new accounts at new financial institutions without the need for numerous City Resolutions

NOW, THEREFORE, BE IT RESOLVED that the City of Chesterfield hereby affirm that the City Administrator, Acting City Administrator, Finance Director, Acting Finance Director, Assistant Finance Director, and Acting Assistant Finance Director are authorized signers for any and all deposits held at any and all financial institutions.

BE IT FURTHER RESOLVED that the City Administrator, Acting City Administrator, Finance Director, Acting Finance Director, Assistant Finance Director, and Acting Assistant Finance Director are authorized by the City of Chesterfield to manage said deposits in accordance with the City's approved investment policies.

PASSED THIS DAY, August _____, 2021, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHESTERFIELD

_____ Presiding Officer

_____ Bob Nation, Mayor

Attest:

_____ City Clerk – Vickie McGownd

City of Chesterfield
Excess Checks (=> $5,000)
June 2021

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
6/3/2021	47106	KOE WETZEL LLC	KOE WETZEL BALANCE	$ 15,000.00	119
6/3/2021	47125	SAM'S CLUB	SAM'S STATEMENT	6,081.76	119
6/10/2021	47134	G. R. ROBINSON SEED	CONFRONT(50)/AZOXY/STROBE(4)/SOIL BUILDER	10,617.50	119
6/10/2021	47142	INDUSTRIAL SOAP COMPANY	BLEACH, GLOVES, TISSUE, SOAP, MAGIC ERASER, DETERGENT,TOWELS,DISPENSERS	6,622.82	119
6/10/2021	47178	SUMMIT DISTRIBUTING	BEER/ADULT BEVERAGES	7,914.05	119
6/22/2021	47219	KOE WETZEL LLC	KOE WETZEL SPLIT	17,450.94	119
6/24/2021	47234	CCIMW	POOL PAINTING	5,650.00	119
6/24/2021	47235	CREATIVE POLYMERS, INC.	SPLASH AREA EDGING/SPLASH PAD/POOL PAINTING	13,050.50	119
6/24/2021	47246	MAMMOTH, INC	CONCESSIONS LESS PROFIT DUE	10,367.34	119
6/24/2021	47264	MISSOURI AMERICAN WATER COMPANY	16365 LYDIA HILL DR, ACCT #1017-210013295038	10,782.39	119
6/24/2021	47272	SUMMIT DISTRIBUTING	DRINKS-VODKA/MOJITO/MULE(24 CASES)/BEER(226 CASES)	7,134.50	119
6/3/2021	63784	LOU FUSZ DODGE	2021 DODGE DURANGO PURSUIT PATROL UNIT(6)/2021 DODGE DURANGO PURSUIT DETECTIVE(2)	247,888.00	121
6/3/2021	63792	RAINERI CONSTRUCTION, LLC	2021 SIDEWALK REPLACEMENT PROJECT A	53,952.40	120
6/3/2021	63800	SMITH MANAGEMENT GROUP	WOOD LAKE CONDO ASSOCIATION/WOODS GLADE CONDO ASSOCIATION	5,400.00	001
6/3/2021	63802	ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL	JUNE 2021 HEALTH INSURANCE	196,668.78	001
6/3/2021	63809	TOPE PLUMBING	14535 BRITTANIA - SEWER REPAIR	5,016.50	110
6/10/2021	63836	AMCON MUNICIPAL CONCRETE, LLC	2021 SELECTIVE SLAB REPLACEMENT PROJECT A	510,460.18	120
6/10/2021	63840	BRANDYWINE CONDOMINIUM ASSOCIATION	BRANDYWINE CONDOMINIUM - SNOW REMOVAL	6,920.00	001
6/10/2021	63842	CHESTERFIELD VILLAGE TOWNHOMES	CHESTERFIELD VILLAGE TOWNHOMES - SNOW REMOVAL	7,720.00	001
6/10/2021	63869	PLAZA INN LLC	GRADING SURETY RELEASE-SUMMIT-TOPGOLF, LOT A (RESIDENCE INN)	6,600.00	808
6/10/2021	63876	SHI INTERNATIONAL CORP	OPTIPLEX 3080 MICRO	5,316.20	001
6/10/2021	63881	TREASURER-ST. LOUIS COUNTY	POLICE COMMUNICATIONS	16,937.19	121
6/17/2021	63888	AMEREN MISSOURI	690 CHESTERFIELD PKWY W-0627147004	13,073.38	001
6/17/2021	63894	BOBCAT OF ST. LOUIS	DROP HAMMER BREAKER-SKID STEER BRKT/S-277 REPAIR, TIRES(4)	8,945.72	001
6/17/2021	63897	COMMONS OF BROADMOOR CONDO ASSOCIATION	COMMONS - GARDENS - GREENS OF BROADMOOR CONDO - SNOW REMOVAL	8,640.00	001
6/17/2021	63909	HARVESTOWNE AUTO BODY, INC.	PD-11 REPAIR-PANEL/CLEAR COAT/WHEEL FLARE/LAMPS/SENSOR/TAIL LAMP/ PD-91 REPAIR-BUMPER/CLEAR COAT/FENDER/FLASHER/WHEEL/TINT MATCH	5,344.65	001
6/17/2021	63937	TREASURER-ST. LOUIS COUNTY	POLICE COMMUNICATIONS JUNE 2021	16,937.19	121
6/24/2021	63948	AVENTURA AT WILD HORSE CREEK, LLC	GRADING SURETY RELEASE-AVENTURA, G-103-19	15,760.00	808
6/24/2021	63949	BEELMAN LOGISTICS LLC	SALT DELIVERY & UNLOADING	11,528.82	001
6/24/2021	63955	GAMMA TREE EXPERTS	2021 STREET TREE REMOVAL	15,580.00	001
6/24/2021	63972	PNC BANK	JUNE 2021 MONTHLY PNC STATEMENT	13,607.46	001
6/24/2021	63980	TIMBERLINE PROFESSIONAL TREE CARE	2021 STREET TREE REMOVAL	14,944.29	120
				$ 1,297,912.56	

Respectfully submitted by,
John Hughes, Assistant Finance Director

Fund Legend

General Fund	001
Sewer lateral fund	110
Parks	119
Capital Improvements	120
Public Safety	121
Trust & Agency	808

ARPA – THE AMERICAN RESCUE PLAN ACT

The American Rescue Plan Act (ARPA) was signed by President Biden 3/11/2021.

The stated purposed of this legislation to support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery.

Cities, towns and villages across America will receive $65.1 billion under the bill.

$1.272 billion will be distributed to Missouri municipalities.

Cities designated as "metro" or "entitlement" (generally over 50,000 population) will receive their payments direct from U.S. Treasury.

Municipalities, like the City of Chesterfield, with populations under 50,000 are to receive their ARPA payment from the State of Missouri. ARPA refers to these municipalities under 50,000 as NEU's - non-entitlement units of government.

1) How much is the City of Chesterfield expected to receive?

2) What can this funding be used for and are there any restrictions on the use of the funds?

3) What is the timing and reporting requirements for these funds?

ARPA Funds must be spent by the end of calendar year 2024.

Local governments will receive funds in two tranches, with 50% provided in 2021 and the balance delivered approximately 12 months later.

The City will deposit these funds in a separate, segregated, interest bearing account.

Although these funds will be distributed in two tranches, half in 2021 and half in 2022, the funds have to be expended in accordance with the conditions and restrictions provided in the act, or the recipient must refund the Federal government.

“The Act provides a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, and more equitable economy as the country recovers.”

Recipients may use these funds for the following purposes:

A) Support public health expenditures, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff

B) Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector

C) Provide premium pay for essential workers, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors

D) Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

E) Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic

Specifically prohibited uses of these funds:

- Funds cannot be used to directly or indirectly to offset tax reductions or delay a tax or tax increase;

- Funds cannot be deposited into any pension fund.

- Eligible uses would not include contributions to rainy day funds, financial reserves, or similar funds.

- Eligible uses would not include payment of interest or principal on outstanding debt instruments, or other debt service costs.

- Eligible uses would not include satisfaction of any obligation arising under or pursuant to a settlement agreement, judgement, consent decree, or judicially confirmed debt restructuring.

Finance Director
636-537-4726

2022 Budget Workshop Dates Proposed

The following dates are proposed for the F&A Committee of the Whole to meet to discuss the 2022 Budget.

Monday, October 11 at 5:30 p.m.

Monday, November 8 at 5:30 p.m.

Monday, November 22 at 5:30 p.m. (if needed)

Governmental Relations Services Contract

This agreement, made as of September 1, 2020, is by and between the **City of Chesterfield, Missouri** (hereinafter "Client"), and **Gamble & Schlemeier, Ltd.**, 213 East Capitol Avenue, Jefferson City, Missouri, 65101 (hereinafter "Gamble"). By this agreement it is intended that Gamble will provide to Client governmental relations services, as an independent contractor, as governed by the terms and conditions set forth below.

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein below, agree as follows:

Term and Scope of Services

Gamble will provide to Client the following services:

Governmental relations services before the Missouri legislature and executive branch related to the establishment and maintenance, on behalf of Client, of contacts with members of the Missouri General Assembly; monitoring of pertinent legislation affecting Client's municipal interests; and preparation of or lobbying on behalf of legislation proposed in Client's interest, or lobbying against legislation contrary to Client's interest, which may include, without limitation, legislation affecting the St. Louis County municipal sales tax pooling requirements imposed by RSMo Section 66.620, legislation directly related to a merger of St. Louis City and St. Louis County, legislation related to municipal cable franchise fees, and legislation related to internet sales or use tax authorization pursuant to the *Wayfair* U.S. Supreme Court decision. Included in such services, during the legislative session, Gamble will provide to Client a written monthly summary of services performed and legislation monitored on behalf of Client for the previous month. This agreement shall be in effect from the date first above stated through August 30, 2021.

Payment

Client agrees to pay Gamble:

A total fee of **$40,000**, which shall be due and payable, in 12 equal monthly installments, upon the 1st day of each month, beginning on September 1, 2020.

No expense reimbursement shall be made for, and Client, shall not be obligated for, any expenses associated with employee retirement benefits, taxes (FICA, withholding or FUTA), unemployment insurance, workers' compensation insurance benefits, health insurance, office equipment, office expenses or repairs, maintenance or utilities, or other direct expense of the services provided by Gamble as consultant under this agreement.

Independent Contractor Status

Neither Gamble, nor any of its subcontractors, employees or agents shall be deemed to be employees of Client, it being understood that Gamble is an independent contractor for all purposes and at all times. Gamble shall be solely responsible for withholding or payment of all federal, state and local personal income taxes, social security taxes, unemployment and disability insurance, and all other payroll taxes and obligations with respect to Gamble or its employees. It is the intent of the parties to this agreement that Gamble is retained based upon its expertise in governmental affairs consulting. Therefore, Gamble shall have complete control and discretion in choosing the appropriate means, manner and

methods for providing the services hereunder; Client shall exercise no supervisory or other control over the means, manner and method by which Gamble provides such services. Further, Client acknowledges that Gamble may and will be providing the same or similar services to other entities and Gamble acknowledges that Client may retain or employ additional management or governmental affairs consultants.

This instrument contains the entire agreement between the parties and no statement, promise or inducement made by either party or agent of either party that is not contained in this written agreement shall be valid or binding. This agreement may not be enlarged, modified or altered except in writing signed by the parties. This agreement shall inure to the benefit of and be binding only upon Gamble and Client. This agreement is entered into between the parties in the state of Missouri and shall be subject to interpretation and construction according to the internal laws of the state of Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands the day aforesaid.

Gamble:
Gamble & Schlemeier, Ltd.

Jorgen Schlemeier, authorized officer

Client:
City of Chesterfield, Missouri

Memorandum
Department of Planning

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning JW

Date: August 16, 2021

RE: **Reimbursement Agreement for Legal Expenses**

Summary

On May 19th, 2021 the City Council authorized an agreement to reimburse the City for legal expenses associated with review and consideration of economic development tools in association with redevelopment efforts. The agreement is between the City of Chesterfield and Wildhorse Village, LP.

Since that time, the City has had continued discussion of economic development tools, including the June 7th Finance and Administration Committee of the Whole and June 29th, 2021 Finance and Administration meeting. At the June 29th meeting, a motion was approved to, "*direct Staff to explore options for economic development tools in the southwest quadrant of Chesterfield, advise and engage landowners, and begin discussions regarding reimbursement agreement opportunities*."

Staff, following this direction from the Finance and Administration Committee, has coordinated with the primary landowners in the southwest quadrant anticipated to be impacted by any such action and a revised Preliminary Funding Agreement to reimburse the City for any fees associated with this effort has been drafted. This agreement has been reviewed by Staff and the City's special legal counsel.

This agreement amends the prior agreement between the City and Wildhorse Village, LP to expand the Redevelopment Area in areas of the southwest quadrant, include an additional party to the agreement, and cover additional anticipated costs associated with this review.

If the Amended and Restated Preliminary Funding Agreement is approved by City Council, a Request for Qualifications (RFQ) will be prepared to engage a planning consultant to begin the formal review process of the conditions and opportunities within the redevelopment area.

AMENDED AND RESTATED PRELIMINARY FUNDING AGREEMENT

This **AMENDED AND RESTATED PRELIMINARY FUNDING AGREEMENT** (this ***"Agreement"***) is made and entered into as of the ____ day of August, 2021, by and among the **CITY OF CHESTERFIELD, MISSOURI** (the ***"City"***), **TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT** ("***TSG***"), and **WILDHORSE VILLAGE, LP** (***"Wildhorse"*** and together with TSG, the ***"Developers"***).

RECITALS

A. Wildhorse has submitted a proposal for the development of fourteen (14) parcels generally located west of Chesterfield Parkway, south of Wild Horse Creek Road, and north and east of Burkhardt Place and depicted on Exhibit A attached hereto and incorporated herein by reference (the "***Wildhorse Village Area***").

B. TSG is considering redevelopment of the Chesterfield Mall area consisting of approximately twenty-two (22) parcels generally bounded by West Chesterfield Parkway to the west and south, Clarkson Road to the east, and Chesterfield Airport Road to the north and depicted on Exhibit A (the "***Chesterfield Mall Area***").

C. In conjunction with the respective developments of the Wildhorse Village Area and the Chesterfield Mall Area, it is anticipated that Wildhorse, TSG or the City will undertake certain public infrastructure improvements within the area generally bounded by Burkhardt Place to the north, Veterans Place Drive to the east and Lydia Hill Drive to the south and west and depicted on Exhibit A (the ***"Central Park Area"*** and, together with the Wildhorse Village Area and the Chesterfield Mall Area, the "***Development Area***").

D. The Developers have advised the City that the costs of redeveloping the Development Area will be extraordinarily high and, to make the development of the Development Area financially feasible, have requested that the City consider the implementation and possible use of certain economic development tools within part or all of the Development Area including, but not limited to, tax increment financing, special business districts, transportation development districts, and community improvement districts (collectively, "***Economic Development Tools***").

E. In order for the City to fully consider and evaluate the Economic Development Tools, the City has requested the Developers deposit funds with the City to be used by the City to pay for the City's actual out-of-pocket expenses for third-party consultants and advisors necessary to perform a full evaluation of the Economic Development Tools and engage such consultants and advisors as needed for such evaluation.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Advance of Funds.

On or before _____, 2021, each of the Developers shall deposit Fifty Thousand and 00/100 Dollars ($50,000.00) for a cumulative amount of One Hundred Thousand and 00/100 Dollars ($100,000.00) (the "***Preliminary Funds***") with the City to be used in connection with the City's consideration of the Economic Development Tools in part or all of the Development Area; provided, however, that the parties hereto acknowledge that Wildhorse has previously deposited $17,500 with the City, which amount shall be applied towards the $50,000 to be paid by Wildhorse before such date. The City shall use the Preliminary Funds solely to pay or reimburse the City for payment of actual out-of-pocket costs and expenses incurred

by the City for services provided by such consultants and advisors (including, but not limited to, attorneys, planners, and financial consultants) associated with the City's consideration and implementation of the Economic Development Tools, including, preparation, drafting and review of any ordinances, statutory notices, redevelopment proposals, redevelopment projects, public infrastructure projects, five-year plan and other related documents, the review of petitions and other work relating to the Economic Development Tools, and for expenses incurred by the City (such as mailing, publication and similar costs) in connection with the foregoing. The parties acknowledge that such amount is a substantial sum and agree to use their best efforts to work together to reduce and minimize the total costs to be paid out of the Preliminary Funds.

2. Disbursement.

Subject to this Agreement, the City shall disburse the Funds (as defined herein) for fees and expenses incurred or to reimburse the City for fees and expenses previously paid by the City upon receipt of (a) invoices for work reasonably and actually performed by consultants and advisors, (b) detailed invoices and/or line-item receipts for out-of-pocket expenses incurred by such parties or the City for the planning, legal and financial work described in this Agreement, and (c) such other supporting documentation as may be requested by the City. The City Administrator of the City will use reasonable care in ascertaining that the fees and expenses paid from the Funds are fair and reasonable.

3. Copies of Disbursement Requests.

The Developers may request copies of all disbursement records (as maintained pursuant to Section 2 above) detailing costs paid from the Funds. If the Developers have questions regarding any disbursement records, the Developers shall direct such questions in writing to the City Administrator within thirty (30) days of the Developers' receipt of the requested disbursement records; thereafter, the City and Developers shall in good faith attempt to resolve any questions so raised as soon as reasonably possible, and to the extent necessary, communicate or negotiate with the appropriate third party submitting the payment request in order to do so.

4. Consideration of Economic Development Tools.

The City agrees to work with the Developers and attempt to agree upon a mutually acceptable Economic Development Tools, and take all other reasonable actions precedent to the consideration by the City Council of any Economic Development Tools; provided, that nothing herein shall obligate the City to approve the Economic Development Tools. Notwithstanding the foregoing, the parties acknowledge and agree that the ultimate determination and approval of the Economic Development Tools is in the sole discretion of the Mayor and City Council.

5. Developers' Right of Termination.

Either Developer may terminate this Agreement at any time prior to the implementation of the Economic Development Tools in its sole discretion upon giving the City ten (10) days' prior written notice; whereupon ten (10) days following the delivery of said notice this Agreement shall be deemed terminated. Upon receipt of such notice, the City will cease incurring expenditures under this Agreement as soon as reasonably possible. The City shall pay equally to the Developers, within sixty (60) days after the delivery of notice of termination under this Section, all Funds remaining after the City's payment of any fees and expenses submitted pursuant to this Agreement for work performed through the date of termination.

6. City's Right of Termination.

The City may terminate this Agreement upon giving the Developers thirty (30) days' prior written notice if the initial Preliminary Funds advanced hereunder have been spent and the Developers do not provide additional Preliminary Funds to the City prior to the expiration of such thirty (30) day notice period. Upon giving such notice under this Section, the City shall cease incurring expenditures under this Agreement. The City shall pay equally to the Developers, within sixty (60) days after the City delivers notice of its termination of this Agreement under this Section, all Preliminary Funds remaining after the City's payment of any fees and expenses submitted pursuant to this Agreement for work performed by the City's consultants and advisors, as specified in Section 1 hereof, through the date of termination.

7. Excess Funds; Expenses Incurred by the City in Excess of the Funds.

If the City does not expend all the Funds as provided herein, the City shall immediately return fifty percent (50%) of the remainder to TSG and the other fifty percent (50%) of the remainder to Wildhorse. Further, if the parties enter into a development agreement for part or all of the Development Area, the development agreement shall provide for the disbursement of any remaining Preliminary Funds in the manner specified in the development agreement.

In the event that the City determines in its reasonable discretion that its third-party costs for consultants and advisors in reviewing the Economic Development Tools in part or all of the Development Area will exceed the amount of the Preliminary Funds, the City will notify the Developers in writing of such determination, and upon obtaining the Developers' prior written consent to paying the amount of such excess, which consent will not be unreasonably withheld, conditioned or delayed, each Developer will pay fifty percent (50%) of such excess amount to the City within ten (10) days of the City's written request (the "***Additional Funds***" and together with the Preliminary Funds, the "***Funds***"). Additionally, in lieu of requesting the Developers advance Additional Funds, at the City's reasonable discretion, such excess costs may be submitted by the City for reimbursement on a priority basis by the Economic Development Tool(s) before any reimbursement of the Developers for advancing the Funds. All costs advanced by the Developers to the City, whether the Preliminary Funds or the Additional Funds, to the extent permissible under applicable law, shall be reimbursable to Developers by the Economic Development Tool(s) in connection with Developers' construction of its proposed development project for their respective portions of the Development Area.

8. No Third-Party Beneficiaries.

This Agreement constitutes a contract solely between the City and the Developers. No third party has any beneficial interest in or derived from this Agreement.

9. Notices.

All notices or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given and received when (i) hand delivered, (ii) mailed by registered or certified mail, postage prepaid, or (iii) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

If to the City:

City of Chesterfield, Missouri
Chesterfield City Hall
690 Chesterfield Parkway West
Chesterfield, Missouri 63017
Attention: Mike Geisel, City Administrator

With a copy to:

Armstrong Teasdale LLP
7700 Forsyth Boulevard, Suite 1800
St. Louis, Missouri 63105
Attention: Robert Klahr

If to Wildhorse:

Wildhorse Village, LP
7800 Forsyth Blvd.
Clayton, MO 63105
Attention: Jeffrey J. Tegethoff

With copy to:

Husch Blackwell
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Attention: Patrick J. Eckelkamp

If to TSG:

TSG Downtown Chesterfield Redevelopment, LLC
2127 Innerbelt Business Center Drive, Suite 200
St. Louis, Missouri 63114
Attention: Michael H. Staenberg

With copy to:

Staenberg Group, Inc.
2127 Innerbelt Business Center Drive, Suite 200
St. Louis, Missouri 63114
Attention: General Counsel

or to such other address with respect to any party as that party may, from time to time, designate in writing and forward to the other. All such notices or other communications shall be deemed given upon receipt or refusal of service. Attorneys for each party shall be authorized to give and receive notices for each such party.

10. <u>City Requirements and Prior Approval</u>.

The Developers agree to comply with all applicable laws and City ordinances, including, but not limited to, the City's zoning ordinances, subdivision regulations and all planning or infrastructure requirements related to the development of Development Area. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies with which the Developers must comply and does not in any way constitute prior approval of any future proposal for development, including the Economic Development Tools. The parties understand that the City may not lawfully contract away its police powers and that approval of the Economic Development Tools, and any zoning, subdivision and similar development application cannot be contractually guaranteed. This Agreement does not alter or diminish the City's ability to exercise its legislative discretion to consider

the Economic Development Tools in accordance with all applicable laws and any other applications with respect to development of Development Area.

11. Limitation of Liability.

Notwithstanding any provision hereof to the contrary, the City and its officials, officers, agents, employees and representatives shall not be liable to the Developers for damages or otherwise if this Agreement or any prospective adoption of the Economic Development Tools is declared invalid or unconstitutional in whole or in part by the final judgment of any court of competent jurisdiction (as to which all rights of appeal have expired or have been exhausted), and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developers are prevented from enjoying the rights and privileges contemplated hereunder.

12. Miscellaneous.

a. Severability. If any provision of this Agreement is unenforceable, the remainder of this Agreement shall be enforced as if such provision were not contained herein.

b. No Waiver. Failure of any party hereto to enforce its rights hereunder at any time shall not be deemed a waiver of any such rights.

c. Representations and Warranties. The Developers and the City each represent and warrant that (i) this Agreement has been duly executed by them or on their behalf, as the case may be, pursuant to due authorization, and is not in violation of any such party's governing documents, charter or ordinances, as the case may be, (ii) no consents are necessary for the execution, delivery, and performance of this Agreement by such party, and (iii) this Agreement is valid, binding and enforceable against such party in accordance with its terms.

d. Relationship Between the Developers. For the sake of simplicity, and in lieu of having separate preliminary funding agreements, the City requested the Developers enter into this Agreement. By entering into this Agreement neither Developer is authorizing the other to act as agent for or representative of the Developer, and the Developers do not intend by this Agreement to create a joint venture, partnership or any other legal relationship between them. Each Developer agrees that it will not act as agent or representative of the other and will not represent to any person, entity or agency that there is a joint venture, partnership or other legal relationship between them, each Developer's obligations under this Agreement being separate and distinct.

e. Assignment. This Agreement may not be assigned by either party without the written consent of the other.

f. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

g. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior oral agreements or written agreements, arrangements, and understandings related thereto.

h. Execution in Counterparts; Electronic Transmission. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The City and the Developers agree that the transactions described herein may be conducted and related documents may be received or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall

be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

i. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Preliminary Funding Agreement to be duly executed as of the date first above written.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Name: Bob Nation
Title: Mayor

TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC

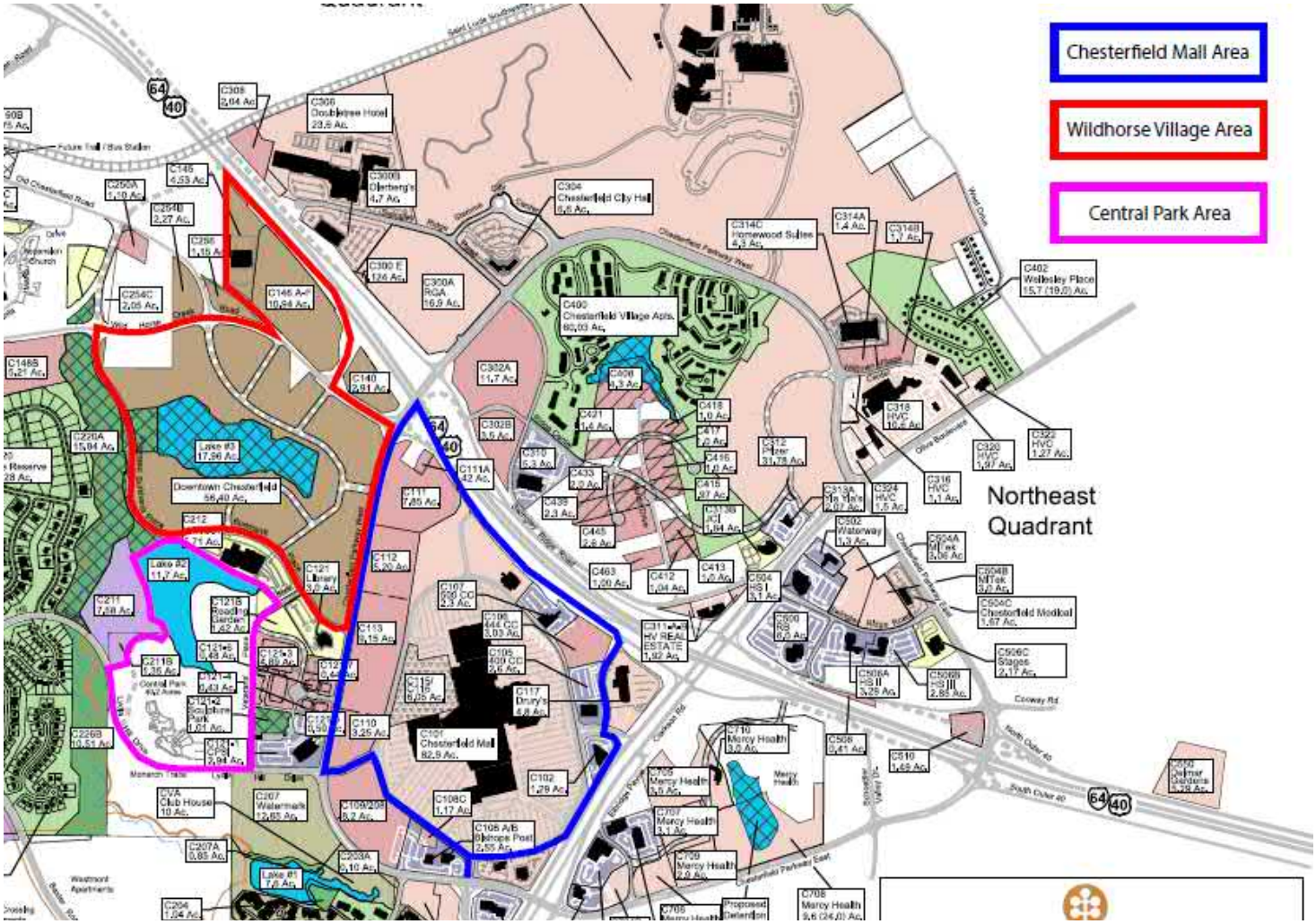
By: _____
Name: Michael H. Staenberg
Title: Manager

WILDHORSE VILLAGE, LP

By: Wildhorse Village GP, LLC, its General Partner

By: _____
Name: Jeffrey J. Tegethoff, Manager

EXHIBIT A


Chesterfield Mall Area
Wildhorse Village Area
Central Park Area
Northeast Quadrant

GAMBLE & SCHLEMEIER, LTD.

Governmental Relations Services Contract

This agreement, made as of September 1, 2021, is by and between the **City of Chesterfield, Missouri** (hereinafter "Client"), and **Gamble & Schlemeier, Ltd.**, 213 East Capitol Avenue, Jefferson City, Missouri, 65101 (hereinafter "Gamble"). By this agreement it is intended that Gamble will provide to Client governmental relations services, as an independent contractor, as governed by the terms and conditions set forth below.

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein below, agree as follows:

Term and Scope of Services

Gamble will provide to Client the following services:

Governmental relations services before the Missouri legislature and executive branch related to the establishment and maintenance, on behalf of Client, of contacts with members of the Missouri General Assembly; monitoring of pertinent legislation affecting Client's municipal interests; and preparation of or lobbying on behalf of legislation proposed in Client's interest, or lobbying against legislation contrary to Client's interest, which may include, without limitation, legislation affecting the St. Louis County municipal sales tax pooling requirements imposed by RSMo Section 66.620, legislation directly related to a merger of St. Louis City and St. Louis County, legislation related to municipal cable franchise fees, and legislation related to internet sales or use tax authorization pursuant to the *Wayfair* U.S. Supreme Court decision. Included in such services, during the legislative session, Gamble will provide to Client a written monthly summary of services performed and legislation monitored on behalf of Client for the previous month. This agreement shall be in effect from the date first above stated through August 30, 2022.

Payment

Client agrees to pay Gamble:

A total fee of **$40,000**, which shall be due and payable, in 12 equal monthly installments, upon the 1st day of each month, beginning on September 1, 2021.

No expense reimbursement shall be made for, and Client, shall not be obligated for, any expenses associated with employee retirement benefits, taxes (FICA, withholding or FUTA), unemployment insurance, workers' compensation insurance benefits, health insurance, office equipment, office expenses or repairs, maintenance or utilities, or other direct expense of the services provided by Gamble as consultant under this agreement.

Independent Contractor Status

Neither Gamble, nor any of its subcontractors, employees or agents shall be deemed to be employees of Client, it being understood that Gamble is an independent contractor for all purposes and at all times. Gamble shall be solely responsible for withholding or payment of all federal, state and local personal income taxes, social security taxes, unemployment and disability insurance, and all other payroll taxes and obligations with respect to Gamble or its employees. It is the intent of the parties to this agreement that Gamble is retained based upon its expertise in governmental affairs consulting. Therefore, Gamble shall have complete control and discretion in choosing the appropriate means, manner and

methods for providing the services hereunder; Client shall exercise no supervisory or other control over the means, manner and method by which Gamble provides such services. Further, Client acknowledges that Gamble may and will be providing the same or similar services to other entities and Gamble acknowledges that Client may retain or employ additional management or governmental affairs consultants.

This instrument contains the entire agreement between the parties and no statement, promise or inducement made by either party or agent of either party that is not contained in this written agreement shall be valid or binding. This agreement may not be enlarged, modified or altered except in writing signed by the parties. This agreement shall inure to the benefit of and be binding only upon Gamble and Client. This agreement is entered into between the parties in the state of Missouri and shall be subject to interpretation and construction according to the internal laws of the state of Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands the day aforesaid.

Gamble: Gamble & Schlemeier, Ltd.	Client: City of Chesterfield, Missouri
_____	_____
Jorgen Schlemeier, authorized officer	

MEMORANDUM

DATE: July 16, 2021

TO: Jeannette Kelly, Finance Director

FROM: John Hughes, Assistant Finance Director

SUBJECT: Deposit accounts and signors

Staff is requesting and recommending that City Council adopt the attached generic resolution in order to facilitate authorized City Staff to invest City funds in various financial institutions. This authority is already a designated responsibility of the Director of Finance and City Administrator by code, but financial institutions are requiring that we provide a Council approved resolution indicating same, prior to opening an account.

As we are in the process of opening new accounts to invest City funds at higher interest yields, it has become more prevalent that financial institutions require a certification certifying that City Council, at a duly and regularly called meeting, adopted the following resolution:

> *That the financial institution…be, and it hereby is designated as, a depository for the funds of this entity, which may be withdrawn on checks, drafts…or other orders for the payment of monies bearing the following appropriate number of signatures:" with the signors listed thereafter.*

In the Report from the City Administrator section of the August 5, 2019, City Council meeting minutes, "Mr. Geisel reported that a Resolution is required in order to move deposits from Sterling Bank to a different financial institution. Councilmember McGuiness made a motion, seconded by Councilmember Keathley, to approve a proposed resolution naming Acting Director of Finance John Hughes and City Administrator Mike Geisel as authorized account representatives for City deposits held at Sterling Bank. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. The successful resolution became Chesterfield Resolution No. 454."

Since Resolution #454 was specific to Sterling Bank, we now need a resolution to be cited that allows us to truthfully attest that we are in compliance with the verbiage of the new institution's resolution. Therefore, I request and recommend the following resolution be reviewed by the Finance and Administration Committee and subsequently passed on to City Council with an affirmative recommendation:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR, ACTING CITY ADMINISTRATOR, FINANCE DIRECTOR, ACTING FINANCE DIRECTOR, ASSISTANT FINANCE DIRECTOR, AND ACTING ASSISTANT FINANCE DIRECTOR AS THE AUTHORIZED ACCOUNT REPRESENTATIVES FOR CITY DEPOSITS HELD AT FINANCIAL INSTITUITIONS.

WHEREAS, the City of Chesterfield has funds deposited at various financial institutions; and

WHEREAS, the City is in the process of opening new accounts at new financial institutions; and

WHEREAS, the financial institutions' applications for new accounts require certification by a governing board that the financial institution be designated as a depository for the funds of the City; and

WHEREAS, the City's Resolution No. 454 identified only one financial institution, and identified the signors specifically by name and title; and

WHEREAS, a more all-inclusive resolution would expedite opening new accounts at new financial institutions without the need for numerous City Resolutions

NOW, THEREFORE, BE IT RESOLVED that the City of Chesterfield hereby affirm that the City Administrator, Acting City Administrator, Finance Director, Acting Finance Director, Assistant Finance Director, and Acting Assistant Finance Director are authorized signers for any and all deposits held at any and all financial institutions.

BE IT FURTHER RESOLVED that the City Administrator, Acting City Administrator, Finance Director, Acting Finance Director, Assistant Finance Director, and Acting Assistant Finance Director are authorized by the City of Chesterfield to manage said deposits in accordance with the City's approved investment policies.

PASSED THIS DAY, August _____, 2021, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CHESTERFIELD

_____ _____

Presiding Officer Bob Nation, Mayor

Attest:

_____

City Clerk – Vickie McGownd

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember Mastorakos
Vice Chair: Councilmember Budoor.

Municipal Planning Grant Budget Transfer for Central Park - City Council previously approved a contract for Central Park planning services which was substantially funded by grant funds. The proposed budget transfer reflects this previously approved work, recognizing both the grant revenues of $6,400 and City cost share of $3,600. A roll call vote is required.

NEXT MEETING

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

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

Memorandum

To: **Mr. Geisel, City Administrator**
Ms. Jeannette Kelly, Finance Director

From: **Tom McCarthy, CPRP**
Director of Parks, Recreation & Arts

Date: **8/6/2021**

Re: **Municipal Planning Grant Budget Transfer for Central Park**

As you are aware we were awarded the Municipal Parks Planning Grant for the eight-acre Central Park expansion property. The grant was for planning services. Our contract with SWT was for $10,000 with the grant picking up $6,400, and the City matching the remaining cost of $3,600. I would like to request the approval from Council for the Planning Grant funds of $10,000 be transferred from the Parks Fund Fund Reserve account and placed in the Special Projects account 119-084-5299 so we can keep track of the funds for the project. After the grant has been completed we can then look forward to the reimbursement of the $6,400 from the Municipal Park Grant Commission.

I have attached for your review our signed contract with SWT, the Municipal Planning Grant Contract, the resolution passed on January 4, 2021 and signed by the Mayor, the meeting minutes showing the approval from Council for the Planning Grant and lastly, the budget transfer documentation.

If you would like to further discuss this please let me know at your earliest convenience.

Concurrence: JSKelly 8/6/2021
Jeannette Kelly, Finance Director Date

Concurrence: MGeisel 2021/8/6
Mike Geisel, City Administrator Date

SWT DESIGN

December 8, 2020

Mr. Thomas McCarthy
Director of Parks and Recreation
City of Chesterfield
690 Chesterfield Parkway
Chesterfield, MO 63017

RE: Master Plan Proposal – Central Park Eight Acre Expansion

Dear Mr. McCarthy:

Thank you for giving SWT Design the opportunity to submit this proposal for professional Master Planning Design Services for the City of Chesterfield – Central Park Eight Acre Expansion Master Plan. Upon your signature hereto, this letter shall act as a contract for professional master planning services ("Agreement") between SWT Design, Inc., hereinafter referred to as SWT and the City of Chesterfield, MO hereinafter referred to as Client, for the following scope of services as outlined herein.

ARTICLE 1: LANDSCAPE ARCHITECT'S BASIC SERVICES

The scope of this Project includes Master Planning Design Services for the work indicated below to be performed for the City of Chesterfield. The scope of work and tasks to be performed by SWT as basic services are as follows:

Task 1 –SITE MASTER PLANNING
Based on preliminary project design discussion with Client, SWT shall review and prepare site master planning documents for proposed site improvements.

Task 1A - Attend a coordination / data collection kick-off meeting with Client to confirm the project goals and schedule, obtain existing property base information, discuss potential program items, and walk the existing park and expansion property.

Task 1B - SWT shall review existing project documents and inventory/analyze existing site features. SWT will use aerial photography and available site documentation from Client for master plan base.

Task 1C – SWT will attend a community open house to obtain input from residents regarding their thoughts and desires for the development of this park property. (Public Meeting #1)

Task 1D – SWT will prepare two concept program diagrams based on the information received in Task 1A-1C. These concepts will identify program items and their relationship to the site and each other. Character images showing options for the style of program items will be included with each concept. SWT will review these concepts with the Client and incorporate discussed revisions prior to sharing with the community.

Task 1E – SWT will present these concepts to the Client and community at a second public meeting. At this meeting SWT will obtain community input and feedback regarding a preferred concept or components of each concept and character images. (Public Meeting #2)

Task 1F – SWT will refine a final design concept based on input received from Client and the community and prepare an order-of-magnitude cost opinion for the final design concept. SWT will review this design concept and cost opinion with the Client.

Task 1G –SWT will prepare final master plan document based on Client review of the final design concept and order of magnitude cost opinion. Final master plan document will include the final design concept with narrative description, order-of-magnitude cost opinion, and character images.

Task 1H – Review final master plan document with Client and submit final documentation to Client and Municipal Park Grants Commission. Submittal to Grants Commission will be a digital copy.

Products of Task 1:
SWT shall produce clear, concise drawings and narrative that will be compliant to project scope. Upon approval of project documents, SWT will provide project information and documentation to Client in an appropriate format. This information to include:

- One (1) Master Plan Graphic (Digital Site Plan)
- Written documentation to describe the Master Plan Design and Document Public Input
- Character Imagery for Proposed Improvements
- Order-of-Magnitude Cost Opinion

Meetings for Task 1
- One (1) Start-up / Coordination Meeting with Site Visit (Client) Task 1A
- One (1) Public Forum #1 – Community Input (Client and Community) Task 1C
- One (1) Concepts Design Review (Client) Task 1D
- One (1) Public Forum #2 – Concepts Presentation (Client and Community) Task 1E
- One (1) Final Master Plan Document Review Meeting (Client) Task 1F

ARTICLE 2: WORK NOT INCLUDED IN BASIC SERVICES

a. Soils/Geotechnical Investigation
b. Environmental Impact Statements
c. Project Survey and Base Mapping
d. Civil / Structural / Electrical Engineering
e. Schematic / Design Development / Construction Documents
f. Bidding & Negotiation / Construction Observation Services
g. Perspective Renderings

ARTICLE 3: STANDARDS

SWT agrees to provide professional services in accordance with the highest professional standards. SWT agrees to put forth its best efforts to comply with codes, laws and regulations in effect.

ARTICLE 4: COMPENSATION AND PAYMENTS

a. SWT agrees to perform the services outlined in this Agreement for a total lump sum of:

Task 1 – Master Planning **$ 10,000.00**

b. Direct expenses, i.e., report materials, personal car mileage, long-distance phone, aerial surveys, photography, blueprinting, delivery service, etc., are included in the above fees.

c. Additional Services as agreed to with Client will be billed on an hourly basis* as follows:

Partner	$190.00
Sr. Associate I	$150.00
Sr. Associate II	$135.00
Associate	$110.00
Designer	$ 95.00
Staff I	$ 85.00
Staff II	$ 85.00
Staff III	$ 65.00
Administrative	$ 70.00

*Above noted hourly rates expire August 2021

ARTICLE 5: PROJECT SCHEDULE

Project schedule shall be determined with Client. SWT shall make every effort to meet the Client's schedule.

ARTICLE 6: CLIENT'S RESPONSIBILITIES

a. Client agrees to provide SWT with all necessary approved information, surveys, reports, and professional recommendations requested by SWT to provide its professional services. SWT may reasonably rely on the accuracy and completeness of these items, however, SWT shall review such information in its capacity as Client prior to such reliance and shall provide prompt written notice to the Client if SWT discovers, as a result of its review, or subsequently becomes aware of any errors, omissions or inconsistencies in such services or information.

b. Client agrees to advise SWT of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions unless otherwise agreed to in writing. However, if SWT is informed of the presence of such material by the Contractor or any other person or entity, SWT shall promptly notify the Client of same. Nothing in this paragraph is a waiver of that obligation or of any liability of Client arising from its negligence or willful misconduct in failing to inform the Client of the presence of such materials of which the SWT has been so informed.

c. Client will be responsible for all necessary permits from authorities having jurisdiction over the Project.

d. Client agrees to provide the items described above and to render decisions in a timely manner so as not to delay the orderly and sequential progress of SWT's services.

ARTICLE 7: STANDARDS

SWT agrees to provide its professional services in accordance with generally accepted standards of its profession. SWT agrees to put forth reasonable efforts to comply with codes, laws and regulations in effect as of the date of this agreement.

ARTICLE 8: ESTIMATED SCHEDULE AND PROJECT BUDGET

a. SWT shall render its services as expeditiously as is consistent with professional skill and care. Project schedule to be determined.

The Client agrees to promptly notify SWT if schedule, scope of work, or budget changes. The Client acknowledges that significant changes to the Project schedule, budget, or the Project's scope may require Additional Services of SWT.

ARTICLE 9: COST OPINIONS

As the Landscape Architect, SWT has no control over construction methodologies, costs, or Contractor's prices. Any construction cost opinions are made on the basis of SWT's experience and judgment as a design professional. SWT cannot and does not warrant or guarantee that Contractor's proposals, bids, or costs will not vary from its estimates.

ARTICLE 10: TERMINATION

a. The Client may terminate this Agreement upon seven days written notice.

b. If terminated, the Client agrees to pay SWT for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

c. Upon not less than seven days' written notice, SWT may suspend the performance of its services if the Client fails to pay SWT in full for services rendered or expenses incurred. SWT shall have no liability because of such suspension of service or termination due to nonpayment.

ARTICLE 11: DISPUTE RESOLUTION

The Client and SWT agree to mediate claims or disputes arising out of, or relation to, this Agreement as a condition precedent to litigation. The mediation shall be conducted by the American Arbitration Association or any other mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

ARTICLE 12: OWNERSHIP AND USE OF DOCUMENTS

a. Plans, Drawings, Schedules, and other documents, including those in electronic form, prepared by SWT or SWT's consultants, if any, are Instruments of Service. Nevertheless, upon execution of this agreement, SWT grants to the Client a royalty free license to use and reproduce SWT's instruments of service prepared under this Agreement for the purposes of construction, using, repairing, and maintaining the Project, including any modifications or additions thereto or extensions hereof and for any purpose relevant to advertising, promotion, operation, development

of construction documents or extension of facilities relating to the Project; provided that the Client shall comply with all obligations including payment of all sums when properly due under this Agreement. SWT shall supply the Client with permanent reproducible copies of all final drawings, specifications and all other documents produced under this Agreement and all CAD files in AutoCAD 2013 format. Drawings produced by hand shall be electronically scanned by SWT and the resulting master image file shall be presented to the Client. Client shall not use such instruments of service for any project unrelated to the Project nor make modifications to such documents without SWT's written authorization. If this Agreement terminates for any reason prior to the completion of the Project, the Client shall have the right to authorize similarly credentialed design professionals to reproduce, and where permitted by law, to make changes, corrections, or additions to the Instruments of Service solely for the purpose of completing, using, and maintaining the Project. Should any of the Instruments of Service be used by any party subsequent to termination of this Agreement, which are incomplete or unfinished, or which are subsequently materially changed, corrected or amended, SWT disclaims any warranty, representation or standard concerning such Instruments of Service, and any subsequent use of incomplete or unfinished or materially changed Instruments of Service is at the risk of Client, and for which SWT assumes no responsibility. Upon the earlier termination of this Agreement, and upon payment for all services properly performed by SWT as provided by this Agreement, SWT shall deliver to the Client reproductions of all Instruments of Service for the Project which are then in progress and which have not been previously delivered to the Client. If a dispute exists between the Client and SWT regarding any amount claimed due to SWT, SWT shall deliver to the Client the documents referenced above, and upon resolution of such dispute, Client shall promptly pay SWT the amount determined due to SWT, if any.

b. SWT reserves the right to include representations of the Project in its promotional and professional materials after approval by Client.

ARTICLE 13: GOVERNING LAW

This Agreement is governed by the law of the State of Missouri.

ARTICLE 14: ENTIRE AGREEMENT AND SEVERABILITY

a. This Agreement is the entire and integrated agreement between the Client and SWT and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and SWT.

b. In the event that any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

ARTICLE 15: MISCELLANEOUS

a. Neither party can assign this Agreement without the other party's written permission.

b. Notwithstanding any other term in this Agreement, SWT shall not control or be responsible for another's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs, or for another's failure to complete the work in accordance with the plans and specifications.

c. Construction-phase services will be provided to determine the general progress of the work, but will not include supervision of the contractors, or of their means, methods, techniques, schedules, sequences or procedures, or for construction safety, or any other related programs. SWT

maintains the right, but not the duty, to recommend that the Client reject work that does not appear to conform generally to the plans and specifications. SWT shall not have any liability for recommendations made in good faith.

d. If construction-phase payment certification services are included in this agreement, such certifications for payment shall be a representation to the Client that, to the best of SWT's knowledge, information, and belief, the work has progressed to approximately the point indicated. Such certification shall be subject to any noted qualifications by SWT and shall not be a representation that SWT has supervised the work, reviewed means, methods, techniques, schedules, sequences or procedures, or for construction safety, or any other related programs of the contractors, or that SWT has reviewed how or for what purpose the contractor has used or intends to use the contract funds.

ARTICLE 16: INDEMNIFICATION

a. SWT agrees to indemnify, defend, and hold the Client harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms, or any other legal entities on account of any damages or losses to property or persons, including injury or death, or economic losses arising out of the Project and/or the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Client's negligent errors or omissions.

b. Client agrees to limit the liability of SWT to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including reasonable attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of SWT to the Client shall no exceed SWT's limits of liability as listed in Attachment B.

ARTICLE 17: ATTORNEYS' FEES

Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose.

ARTICLE 18: WAIVERS OF CONSEQUENTIAL DAMAGES AND SUBROGATION

a. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor SWT nor their respective officers, directors, trustees, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way, to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and SWT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

b. In addition, the Client and SWT waive all claims against each other to the extent covered by any applicable insurance during design or construction, including but not limited to claims for subrogation.

c. SWT shall provide and maintain throughout the term of the Agreement the insurance coverage set forth on Attachment B attached hereto to this Agreement and incorporated herein. SWT represents that in determining its compensation for services rendered hereunder, it is has had the opportunity to incorporate the costs of such insurance coverage in its fee.

ARTICLE 19: NO THIRD-PARTY BENEFICIARIES

Nothing in this agreement is intended to create a contractual relationship for the benefit of any third party. There are no intended beneficiaries of this agreement except SWT and the Client.

ARTICLE 20: CONFIDENTIALITY

SWT acknowledges that this Project may be sensitive to various public interests as this Project has long-term effects on the property. In negotiating this Agreement and in the performance of the design services set forth herein, certain confidential and proprietary information regarding the Client and the Project may be disclosed to SWT.

If the foregoing meets with your approval, please indicate this approval by signing the appropriate line below and returning one original for our files. If this agreement is not accepted within 30 days, the offer to perform the described services is withdrawn and shall be null and void.

Sincerely,

Jay Wohlschlaeger

Jay Wohlschlaeger, PLA, ASLA

Principal – SWT Design

Accepted:

Signature

1/25/2021

Date

City Administrator

Title

Attachment A
Insurance Coverage

Upon receipt of written acceptance of this contract, SWT Design will contact their insurance providers and authorize that Certificates of Insurance be sent to:

Mr. Thomas McCarthy
Director of Parks and Recreation
City of Chesterfield
690 Chesterfield Parkway
Chesterfield, MO 63017

RE: Master Plan Proposal – Central Park Eight Acre Expansion

Insurance Coverage:

- General Liability
  - Occurrence $1,000,000
  - Aggregate $2,000,000
- Workers Compensation $500,000
- Professional Liability
  - Each claim $2,000,000
  - Aggregate $2,000,000
- Automobile $1,000,000

Attachment B
Project Limits

Grantee: Chesterfield
Purpose: Planning Rnd 19
Grant Amount: $6,400

MUNICIPAL PARK GRANT COMMISSION

GRANT AGREEMENT
(PLANNING GRANT)

This Grant Agreement is entered into this 15th day of January, 2020, by and between the Municipal Park Grant Commission, hereinafter referred to as "Commission" and the City of Chesterfield, Missouri, hereinafter referred to as "Grantee" and is subject to the following terms and conditions.

1. Statement of Work

(a) The purpose of this grant is to update the Master Plan for additional acreage added to Central Park.

Grantee agrees to accomplish the project scope (the "Project") in conjunction with the consultant as set forth below in accordance with the Grantee's application:

1. Conduct project scoping/kick-off meeting to generate concepts, inventory site/facility components, and determine site/facility need.

2. Create preliminary design(s) considering previous public comment and present it at a meeting.

3. Refine the specific design(s) considering previous public comments and present it at a meeting.

4. Prepare a report that considers previous public comment and estimates of costs.

5. At least two of the above mentioned meetings must be advertised and open to the public for comment and input. Minutes for these meetings must be submitted with the reimbursement request.

In addition, Grantee agrees to pay at least twenty percent (20%) toward the cost of the above-stated work and all costs which are over and above the amount of the grant necessary to complete the work.

Only those costs expressly approved by the Commission and specifically set forth in the project scope shall be reimbursed to the Grantee. No reimbursement shall be made to Grantee for consultant costs incurred prior to the execution of this Agreement except for specific costs as approved by the Commission.

(b) The term of this Agreement shall be from the effective date of this Agreement (as defined in Section 24 of this Agreement) until **January 31, 2022**, unless sooner terminated as provided herein.

(c) The final report shall be due within fifteen days of the completion of the Project. The final report may be included in the submission attached hereto as Exhibit B and shall include the following:

1. Date the Project was completed;
2. Final budget for the Project, including a description of the portion of the Project funded by the Grant and a description of the other portions of the Project completed by funds other than the Grant;
3. Any Master Plan or other planning documents developed and report of the public

meetings; and

4. An evaluation of the Project results and benefits, including how the original expectations were met.

2. Representations of Grantee

The Grantee represents and warrants to the Commission as follows:

(a) *Organization and Authority.* The Grantee (1) is a municipal corporation located in St. Louis County and existing pursuant to the laws of the State of Missouri, and (2) the persons executing this Agreement on behalf of the Grantee have the power and authority to execute this Agreement on behalf of the Grantee, to develop the Project as described in Section 1 of this Agreement and to execute and deliver any documents required to be executed and delivered by it in connection with this Agreement and to carry out its obligations hereunder and thereunder.

(b) *No Defaults or Violations of Law.* The execution and delivery of this Agreement will not conflict with or result in a breach of any of the terms of any agreement to which the Grantee is a party or by which it or any of its property is bound, or any of the rules or regulations applicable to the Grantee or its property of any court or other governmental body.

(c) *Full Disclosure.* The information provided to the Commission related to the Project does not contain any untrue or misleading statement of a material fact or omit to state a material fact. There is no fact which the Grantee has not disclosed to the Commission in writing which materially affects adversely or, so far as the Grantee can now foresee, will materially affect adversely the financial condition of the Grantee, its ability to own and operate its properties or its ability to fulfill its obligations under this Agreement.

(d) *Environmental Laws.* The Grantee is, to the best of its knowledge, in all material respects, in compliance with all federal, state and local environmental laws, ordinances, regulations and rulings (collectively, "Environmental Laws"); the Grantee has received no notice of any alleged violation of any Environmental Laws; and the Grantee will continue to comply, in all material respects, with all Environmental Laws.

3. Payment

Commission agrees to grant to Grantee an amount not to exceed Eighty Percent (80%) of the cost of the work or an amount not to exceed the sum of **$6,400.00**, whichever amount is **less**, for accomplishment of the work related to the Project (described in Section 1(a) above). If there are any items listed in the project scope that are not completed, an appropriate amount will be deducted from the grant amount awarded; the deduction shall be determined by the Commission and may be based on the costs submitted in the application, bid prices, or other reasonable methodology.

The Commission shall make disbursements of the grant to the Grantee, and the Grantee shall receive such proceeds from the Commission, for the purposes and upon the terms and conditions provided in this Agreement.

Reimbursement for Project costs will be made upon final completion of the Project as outlined in the Scope of Work. Reimbursement funds will only be disbursed upon presentation of a written request by the Grantee on a form approved by the Commission and following an inspection of the Project.

A disbursement request form is attached hereto as Exhibit A; however, the Commission may make any changes to the request form it deems advisable during the term of this Agreement. All request forms shall be accompanied by supporting documents to evidence the expenditure related to the development of

the Project, a summary of completed activities for which grant funds are requested, and a certification by the Grantee that all materials, supplies and contractual services were properly bid and that the expenditures in all other respects conform to applicable law.

As a condition of disbursement, Grantee shall produce such documents as requested by the Commission and/or shall make its governing body and consultants available for an interview about the planning process utilized by the Grantee.

4. Completion of the Project

(a) The Grantee shall cause the Project to be diligently and continuously pursued and to be completed with reasonable dispatch, but in no event later than the date listed in Section 1(b).

(b) The Grantee agrees that if the Project cost estimate is exceeded for any reason and the amount of the grant is not sufficient to complete the Project, Grantee will provide, from its own funds, all moneys necessary to complete the Project substantially in accordance with the Grantee's application for the grant related to the Project.

(c) The Grantee understands that if the Project described in this Agreement is completed for an amount less than that approved by Commission, then the Grant amount may be reduced accordingly.

(d) The Grantee may make, authorize or permit such changes or amendments in the Project as it may reasonably determine to be necessary or desirable; provided, however, that no such change or amendment shall be made to the Project that would cause a material change in the cost, scope, nature, or function of the Project, unless the Grantee shall have obtained the prior written consent of the Commission. Grantee agrees to provide all funding for all such changes and amendments.

5. Professional Services

Grantee warrants that it has engaged professional services for purposes of planning and design in accordance with Grantee's ordinances and state law pertaining to the procurement of professional services.

6. Records

The Grantee shall keep proper books of record and account, in which full and correct entries shall be made of all dealings or transactions of or in relation to the properties, business and affairs of the Grantee and the Project in accordance with generally accepted accounting principles.

The Grantee shall at any and all reasonable times, upon the written request of the Commission and at the expense of the Grantee, permit the Commission by its representatives to enter and inspect or audit the properties, books of account, records, reports and other papers of the Grantee relating to the Project, except personnel records, and to take copies and extracts therefrom, and will afford and procure a reasonable opportunity to make any such inspection, and the Grantee shall furnish to the Commission any and all information as the Commission may reasonably request, and at the expense of the Grantee, including such statistical and other operating information requested on a periodic basis, in order to enable the Commission to make any reports required by law or governmental regulations and to determine whether the covenants, terms and provisions of this Agreement have been complied with by the Grantee.

7. Authority to Contract

The Grantee shall not have the authority to contract for, or on behalf of, or incur obligations on behalf of the Commission. However, the Grantee may contract with qualified providers of services, provided that any such contract shall acknowledge the binding nature of this Agreement, and incorporate

this Agreement, together with its attachments. The Grantee agrees to be solely responsible for the performance of any contractor.

8. Compliance with Laws and Regulations

The Grantee shall conduct its affairs and carry on its business and operations in such manner as to comply with any and all applicable laws of the United States of America and the several states thereof and to observe and conform to all valid orders, regulations or requirements of any governmental authority applicable to the conduct of its business and operations and the development of the Project, including without limitation environmental laws, orders or regulations.

9. Licenses and Permits

The Grantee shall procure and maintain all licenses and permits necessary or desirable in the operation of its business and affairs and the development of the Project.

10. Indemnity

The Grantee shall indemnify and hold harmless the Commission and its directors, officers, employees and agents from and against all loss, liability, damage or expense arising out of the execution of this Agreement, including, but not limited to, claims for loss or damage to any property or injury to or death of any person, asserted by or on behalf of any person, firm, corporation or governmental authority arising out of or in any way connected with the Project, or the conditions, occupancy, use, possession, conduct or management of, or any work done in or about the Project. The Grantee shall also indemnify and hold harmless the Commission and its directors, officers, employees and agents from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them in any action or proceeding brought by reason of any such claim, demand, expense, penalty, fine or tax. If any action or proceeding is brought against the Commission or its directors, officers, employees or agents by reason of any such claim or demand, the Grantee, upon notice from the Commission, covenants to resist and defend such action or proceeding on demand of the Commission or its directors, officers, employees or agents. The Grantee shall also indemnify and hold harmless the Commission from and against, all costs, expenses and charges, including reasonable counsel fees, incurred after default of the Grantee in enforcing any covenant or agreement of the Grantee contained in this Agreement.

11. Events Constituting Default

The term **"event of default"** wherever used in this Agreement, means any one of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default of any covenant or agreement of the Grantee in this Agreement, and continuance of such default or breach for a period of **30** days after there has been given to the Grantee by the Commission a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such **30-day** period, but can reasonably be expected to be fully remedied, such default shall not constitute an event of default if the Grantee shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(b) any representation or warranty made by the Grantee in this Agreement or in any written statement or certificate furnished to the Commission proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within **30** days after there has been given to the Grantee by the Commission a written notice specifying such default or breach

and requiring it to be remedied; provided, that if such default cannot be fully remedied within such **30-day** period, but can reasonably be expected to be fully remedied, such default shall not constitute an event of default if the Grantee shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(c) the entry of a decree or order by a court having jurisdiction in the premises for relief in respect of the Grantee, or adjudging the Grantee as bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, adjustment or composition of or in respect of the Grantee under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of or for the Grantee or any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order remains unstayed and in effect for a period of **90** consecutive days; or

(d) the commencement by the Grantee of a voluntary case, or the institution by it of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization, arrangement or relief under the United States Bankruptcy Code or any other applicable federal or state law, or the consent or acquiescence by it to the filing of any such petition or the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Grantee or any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability or its failure to pay its debts generally as they become due, or the taking of corporate action by the Grantee in furtherance of any such action.

12. Exercise of Remedies by the Commission Upon Default

Upon the occurrence and continuance of any event of default under this Agreement, unless the same is waived as provided in this Agreement, the Commission shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

(a) *Right to Bring Suit, Etc.* The Commission may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to realize on or to foreclose any of its interests or liens under this Agreement, to enforce and compel the performance of the duties and obligations of the Grantee as set forth in this Agreement and to enforce or preserve any other rights or interests of the Commission under this Agreement existing at law or in equity.

(b) *Termination of Disbursements.* To terminate the obligation to disburse any further proceeds of the grant and to require the Grantee to repay moneys advanced prior to the date of receipt of notice of termination from the Commission, together with interest at the statutory rate as of the termination of the obligation to make disbursements, plus one percent.

If the Grantee should default under any of the provisions hereof, and the Commission shall employ attorneys or incur other expenses for the enforcement or performance of any obligation or agreement on the part of the Grantee, the Grantee will on demand pay to the Commission the reasonable fees of such attorneys and such other expenses so incurred.

13. Rights and Remedies Cumulative

No right or remedy herein conferred upon or reserved by the Commission is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or

remedy.

14. Termination / Return of Grant Funds

Upon the occurrence, and continuance after the appropriate notice period as set forth in this Agreement, of any event of default under this Agreement, this Agreement shall automatically terminate.

Upon the termination of the Agreement by virtue of the expiration of the term of the Agreement, an event of default, or for any other reason, all grant funds which have been given to the Grantee for the Project shall be returned to the Commission immediately upon termination of the Agreement.

15. Nondiscrimination

Grantee agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

16. Compliance with Americans with Disabilities Act

Grantee agrees to comply with the Americans with Disabilities Act (ADA) in that no person shall on the grounds of a disability be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this program.

17. Applicable Law

This agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

18. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

19. Amendments

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

20. Notices

All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Commission:

Municipal Park Grant Commission
C/O Municipal League of Metro St. Louis
11911 Dorsett Rd.
Maryland Heights, MO 63043

Grantee:

Tom McCarthy
690 Chesterfield Parkway West
Chesterfield MO 63017-0760

21. Successors to Interest

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

22. Severability

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction, to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

23. Waiver

The failure of the Commission to enforce any provisions of this Agreement shall not constitute a waiver by the Commission of that or any other provision.

24. Effective Date of Agreement

The effective date of this Agreement shall be the date that the last party executes this Agreement.

25. Entire Agreement

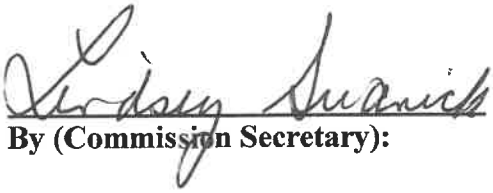
This Agreement constitutes the entire agreement between the parties. Exhibits A is attached hereto and incorporated herein as if fully set forth. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representation, oral or written, not specified herein regarding this Agreement. Grantee, by the signature below of its authorized representative, hereby acknowledged that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date entered above.

COMMISSION:

By:

ATTEST:



By (Commission Secretary):

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

Now on this _____ day of _____, 2020, appeared before me _____ _____ who stated that he/she/they is/are the ___ _____ for the Municipal Park Grant Commission, and that he/she/they executed this Agreement on behalf of the Commission, by authority of its governing body and that this Agreement is the free act and deed of the Commission.

IN WITNESS WHEREOF, I have placed my hand and my official seal on the day and year first above written.

_____
Notary Public

My commission expires:

GRANTEE:

MO Jour

By:

ATTEST:

Vickie McGownd

By (City Clerk):

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

Now on this 22nd day of January, ~~2020~~ 2021, appeared before me _____ Michael Geise who stated that he/she/they is/are the City Administrator for the City of Chesterfield _____, Grantee, and that he/she/they executed this Agreement on behalf of Grantee, by authority of its governing body and that this Agreement is the free act and deed of Grantee.

IN WITNESS WHEREOF, I have placed my hand and my official seal on the day and year first above written.

Vickie McGownd

Notary Public

My commission expires: 6/10/2021

VICKIE MCGOWND
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: June 10, 2021
Commission Number: 13418255

EXHIBIT A

GRANTEE REIMBURSEMENT REQUEST – MUNICIPAL PARKS GRANT COMMISSION

[Requirements for reimbursement are set forth in the Grant Agreement].

Date:_____ Municipality:_____ Round:_____

This reimbursement request is for: $_____.

Please fill out the following:

1. Date the Project (or portion subject to this request) was completed:

   _____

2. Estimated amount provided by the City or others:_____

   _____

   _____

3. An evaluation of the Project results and benefits, including how the original expectations were met that may be used in the Commission's Annual Report.

   _____

   _____

   _____

COMPLETE THE WORKSHEET ON NEXT PAGE

Attach the following supporting documents to show expenditures related to the Project.

- ☐ Page 2 of this Exhibit (Use paid invoices. AIA forms are not allowed without Commission approval.)
- ☐ Paid invoices
- ☐ Cancelled checks (both sides) written by the City (your bank may fax these to you)
- ☐ Plan Documents [digital pictures may be sent via e-mail to: staff@stlmuni.org]
- ☐ Other information that may be helpful: (minutes of public meetings)_____

  _____

  _____

Sign Here:_____

Print Name and Title Here:_____

(Revised: July 1, 2004)

Exhibit A – Reimbursement Worksheet

PROJECT SCOPE ITEMS AND INFORMATION FOR REVIEW AND INSPECTION

	Agreement		**Invoice Amt.**		
No.	Item Description	Agreement. $	Item Description	Invoice $	
1					
2					
3					
4					
5					
6					
7					
8					
9					
Total					

Attach actual invoices and cancelled checks for each line item above after completing this form.

(Revised July 1, 2004)

RESOLUTION NO. 466

A RESOLUTION AUTHORIZING THE CITY OF CHESTERFIELD TO APPLY FOR A MUNICIPAL PARKS PLANNING GRANT FOR THE DEVELOPMENT OF THE RECENTLY ACQUIRED EIGHT ACRES ADJACENT TO CENTRAL PARK AS NOTED AS THE FAIRGROUNDS.

WHEREAS, the City is an expanding municipality in the growing County of St. Louis and,

WHEREAS, the City Council deems it necessary to improve and expand their public parks, recreation and arts to serve the citizens, as well as the traveling public; and,

WHEREAS, through extensive public engagement there has been a strong voice over the years to acquire and expand Central Park for the residents and guests of Chesterfield,

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

Section 1. An application should be made to the Municipal Parks Grant Commission in the County of St. Louis for a Municipal Planning Grant-in aid for professional services to develop plans for the Central Park expansion and involve our residents in the strategic design of the additional eight acres acquired adjacent to Central Park at 16350, 16375 Main Circle Drive, 1, 2, 5 & 6 Park Circle Drive.

Section 2. If a Planning Grant is awarded, the City of Chesterfield will enter into an agreement or contract with the Commission regarding said grant.

Passed and approved this 4th day of January, 2021.

Bob Nation

Bob Nation, Mayor

ATTEST:

Vickie McGownd

Vickie McGownd, City Clerk

City of Chesterfield

RECORD OF PROCEEDING

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

JANUARY 4, 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 Ben Keathley	
Councilmember Mary Ann Mastorakos	
Councilmember Dan Hurt	
Councilmember Michael Moore	
Councilmember Tom DeCampi	
Councilmember Michelle Ohley	

APPROVAL OF MINUTES

The minutes of the December 7, 2020 City Council meeting were submitted for approval. Councilmember Mastorakos made a motion, seconded by Councilmember Moore, to approve the December 7, 2020 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 City Hall will be closed on Monday, January 18 in observance of Martin Luther King Jr. Day.

Mayor Nation announced that Candidate Filing for the April 6, 2021 Municipal Election closes on Tuesday, January 19, at 5:00 p.m., in the City Clerk's office at City Hall.

Mayor Nation announced that the next meeting of City Council is scheduled for Tuesday, January 19, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Mr. Ryan Meeks, 148 Chesterfield Industrial Blvd., stated that he was available to answer questions pertaining to Bill No. 3327 (P.Z. 08-2020 Straub Lane Estates [14685 Clayton Road]).

Ms. Jane Cunningham, 6568 Robyn Point, Osage Beach, Missouri, spoke about public official conduct.

Mr. Norm Baxter, 1879 Stenton Path, was unable to attend but requested that the City Clerk read his comments pertaining to conduct of elected officials.

Mr. Ron Cawood, 16992 Riverdale Drive, spoke about public officials' behavior and their description of events.

Mr. Dennis Ganahl, 15979 Woodlet Way Court, spoke about civility in City government.

Mr. Steve Stetz, 16009 Aston Court, spoke about conduct and attributes expected of a Mayor/community leader.

Mr. Bill Lawson, 2114 Riding Trail Drive, spoke about the community's expectations for Chesterfield elected officials and potential political motivations of media and public comments.

APPOINTMENTS

There were no appointments.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning/Public Works Committee

Bill No. 3322 — Repeals City of Chesterfield Ordinance 2463 and replaces it with an ordinance amending the development criteria for a 1.49 acre "PC" Planned Commercial District located at the southwest corner of the intersection of Chesterfield Parkway East and Conway Road (P.Z. 06-2020 15310 Conway Road {SMS Group, LLC} 18S310557) **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval**

Councilmember Dan Hurt, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Monachella, for the second reading of Bill No. 3322. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3322 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3322 with the following results: Ayes – Monachella, Mastorakos, Moore, DeCampi, McGuinness, Hurt, Ohley and Keathley. Nays – None. Whereupon Mayor Nation declared Bill No. 3322 approved, passed it and it became **ORDINANCE NO. 3127.**

Bill No. 3326 — Amends Ordinances 3040, 3041, 3043, 3044, 3045, 3053, 3072, 3073, 3074, and 3075 to authorize replacement construction and maintenance escrows for Fienup Farms Subdivision, Plats 1, 2, 4, 5, 6, 7, 8, 9, 10, and 11 **(First & Second Readings) Planning & Public Works Committee recommends approval**

Councilmember Hurt made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3326. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3326 was read for the first time.

Councilmember Hurt made a motion, seconded by Councilmember Monachella, for the second reading of Bill No. 3326. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3326 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3326 with the following results: Ayes – McGuinness, Mastorakos, Hurt, Keathley, Monachella, Moore, Ohley and DeCampi. Nays – None. Whereupon Mayor Nation declared Bill No. 3326 approved, passed it and it became **ORDINANCE NO. 3128.**

Bill No. 3327 — Amends the Unified Development Code of the City of Chesterfield by changing the boundaries of the "NU" Non-Urban District to the "R-2" Residence District for a 0.90-acre tract of land located at 14685 Clayton Road, northwest of the intersection of Clayton Road

and Straub Road (P.Z. 08-2020 {Sudha} 21R441513) **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval**

Councilmember Hurt made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3327. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3327 was read for the first time.

Councilmember Hurt announced that the next meeting of this Committee is scheduled for Thursday, January 7, at 5:30 p.m.

Finance and Administration Committee

Councilmember Barbara McGuinness, Chairperson of the Finance and Administration Committee, indicated that this Committee had no action items for this evening.

At the November 30, 2020 Finance and Administration Committee meeting, the Committee directed City Attorney Graville and Staff to collaborate and draft a policy to address the use of municipal resources for third party benefits and the public purpose issues associated therewith. Councilmember McGuinness reported that, once the policy is more complete, it will be returned to the Finance and Administration Committee for perfection.

Parks, Recreation & Arts Committee

Councilmember Michelle Ohley, Chairperson of the Parks, Recreation & Arts Committee, made a motion, seconded by Councilmember Mastorakos, to approve changes for the operation of the Chesterfield Aquatic Facility for the 2021 season as recommended by the Parks, Recreation and Arts Committee. A roll call vote was taken with the following results: Ayes – Monachella, Ohley, Hurt, McGuinness, Moore and Mastorakos. Nays – DeCampi and Keathley. Mayor Nation declared the motion passed.

Councilmember Keathley made a motion, seconded by Councilmember Moore, to authorize engaging an independent contractor to assist in acquiring Parks sponsorships on a contingency basis as recommended by the Parks, Recreation and Arts Committee. A roll call vote was taken with the following results: Ayes – Mastorakos, Monachella, DeCampi, McGuinness, Hurt, Keathley and Moore. Nays – Ohley. Mayor Nation declared the motion passed.

Councilmember Hurt made a motion, seconded by Councilmember Mastorakos, to approve a proposed resolution authorizing an application for a Municipal Parks Planning Grant and subsequently entering into a professional services contract. A roll call vote was taken with the following results: Ayes – Mastorakos, Hurt, Monachella, Keathley, Ohley, Moore, DeCampi and McGuinness. Nays – None. Mayor Nation declared the motion passed. The successful resolution became Chesterfield Resolution No. 466.

Councilmember Hurt made a motion, seconded by Councilmember Moore, to approve the budget transfer associated with the successful grant application for Logan Park Phase 1. A roll call vote was taken with the following results: Ayes – Keathley, DeCampi, Ohley, Monachella, Hurt, McGuinness, Mastorakos and Moore. Nays – None. Mayor Nation declared the motion passed.

Public Health & Safety Committee

Councilmember Ben Keathley, Chairperson of the Public Health & Safety Committee, stated that this Committee met on December 9, 2020. There were no action items for this evening.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel indicated that he had no report this evening, but there was one action item under "Other Legislation" for which he would be requesting a motion.

OTHER LEGISLATION

Bill No. 3328 — Approves the installation of two (2) fire hydrants along Conway Road located within the City of Chesterfield **(First & Second Readings) Department of Public Works recommends approval**

Councilmember Ohley made a motion, seconded by Councilmember Mastorakos, for the first reading of Bill No. 3328. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3328 was read for the first time.

Councilmember Mastorakos made a motion, seconded by Councilmember Ohley, for the second reading of Bill No. 3328. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3328 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3328 with the following results: Ayes – Hurt, Keathley, DeCampi, Monachella, Moore, Ohley, McGuinness and Mastorakos. Nays – None. Whereupon Mayor Nation declared Bill No. 3328 approved, passed it and it became **ORDINANCE NO. 3129.**

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

Transfer Request No._____ Transfer No. _____

City of Chesterfield
Budgetary Transfer of Funds Request

Transfer From:

Account Number	Account Name	Amount
119-3001-019	Parks Fund Fund Reserve	$10,000
	TOTAL	

Transfer TO:

Account Number	Account Name	Amount
119-084-5299	Special Projects	$10,000
	TOTAL	

EXPLANATION:

Transferring of funds for the Municipal Parks Planning Grant project on Central Park for the additional eight acres. $3,600 for the Parks match and the $6,400 which we will get reimbursed from the Municipal Park Grant Commissison once the project is completed and signed off on by end of 2021.

APPROVALS:

Requested By:_____ **Date:**_____

Department Head:_____ **Date:**_____
(required)

Finance Director:_____ **Date:**_____

City Administrator:_____ **Date:**_____

Approved by City Council on **Date:**_____

Transfers up to $2,500 can be transferred (within object level) with approval of Director of Finance.
Transfers up to $5,000 can be transferred (within object level) with approval of the City Administrator.
Transfers in excess of $5,000 or between Departments or Funds require approval by City Council.

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember DeCampi
Vice Chair: Councilmember Wahl

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

NEXT MEETING

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

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

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

Bid Recommendation – Riparian Trail Phase 2 – The City Council previously approved the Riparian Trail Phase two project, which extends the current trail from Lydia Hill-August Hill to Old Chesterfield Road. This project is completely funded by others, including a Transportation Alternatives Program (TAP) grant and the Chesterfield Valley TDD. As such, this project was not included in the 2021 approved budget and will require a budget transfer reflecting equal increases in revenue and expenditures. Accordingly, I join with Director of Public Works-City Engineer Jim Eckrich in recommending acceptance of the low bid, as submitted by Ideal Landscape Management, and to authorize the City Administrator to enter into an Agreement with Ideal Landscape Management in an amount not to exceed $880,000. Additionally, Council is requested to authorize a Budgetary Adjustment of $880,000 in Account 120-079-5497, with an offsetting revenue of $880,000 to account for the TAP and TDD funding. A roll call vote is required and the Department of Public Works recommends approval.

OTHER LEGISLATION

Bill No. 3351 – An Ordinance re-adopting the procedure established in Ordinance No. 605 of the City of Chesterfield as the procedure for disclosure of conflicts for certain municipal officials. This ordinance reflects the annual adoption of the City's conflict of interest policies. **(First Reading)**

Bill No. 3352 – An Ordinance amending municipal code section 105.030 relating to Declaration of Candidacy for Municipal office and filing procedures. The City Attorney has recommended adoption of the proposed ordinance due to recent statutory changes reducing the duration of the candidate filing period. **(First Reading, The City Attorney recommends approval)**

Bill No. 3353 – An Ordinance amending the City code regarding municipal court functions, section 130.020. The City Attorney has recommended adoption of the proposed ordinance due to statutory changes which expands the juvenile court's services to all children under the age of eighteen years of age. **(First Reading, The City Attorney recommends approval)**

UNFINISHED BUSINESS

There are no "Unfinished Business" action items scheduled on the agenda for this meeting.

NEW BUSINESS

Memorandum
Department of Public Works

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

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

DATE: August 2, 2021

RE: Riparian Trail Phase 2

As you know, the City of Chesterfield previously acquired a Transportation Alternatives Program (TAP) grant to partially fund construction of Phase 2 of the Riparian Trail. The Riparian Trail Phase 2 is approximately one mile of asphalt paved multi-use trail which will begin at August Hill Drive, continue through Central Park, cross Wild Horse Creek Road at the future Burkardt Place signal, and end at Old Chesterfield Road. A small parking lot /trailhead will be constructed at Old Chesterfield Road. The TAP grant will fund 65% of the project costs. The remaining project costs will be funded by the Chesterfield Valley Transportation Development District, as the Riparian Trail (Phase 3) will eventually be connected to the Monarch-Chesterfield Levee Trail when a route becomes practical and funding is available.

The Department of Public Works publicly opened bids for the Riparian Trail Phase 2 Project on July 27, 2021. The results of the bid opening are detailed in the attached memorandum from Civil Engineer Steve Merk. After reviewing the bids, Staff recommends the project be awarded to the low bidder, Ideal Landscape Management, in an amount not to exceed $880,000. This includes the low bid amount ($769,868) and a fifteen percent contingency to account for change orders which may be necessary. Ideal Landscape Management has successfully completed similar projects in the St. Louis area, including the Riparian Trail Phase 1 Project, and has positive references.

Due to the grant funding associated with this project, the Riparian Trail Phase 2 was NOT included in the 2021 Budget. Approval of this Project will require a Budget Adjustment of $880,000 in Account 120-079-5497, with an offsetting revenue adjustment of $880,000 to account for the TAP and TDD funding.

Should you have questions or require additional information on this project, please let me know.

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to enter into an Agreement with Ideal Landscape Management in an amount not to exceed $880,000. Additionally, Council should authorize a Budgetary Adjustment of $880,000 in Account 120-079-5497, with an offsetting revenue of $880,000.

Bid concurrence from MODOT is required prior to the City entering an Agreement with Ideal Landscape Management. Concurrence is expected prior to the August 16, 2021 Council meeting.

Concurrence: _____

Jeannette Kelly, Director of Finance

Memorandum
Department of Public Works

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

FROM: Steven J. Merk, P.E.
Civil Engineer

DATE: July 30, 2021

RE: Riparian Trail Phase 2
2018-PW-06
Bid Recommendation

As you are aware, sealed bids were publicly opened for the Riparian Trail Phase 2 project on July 27, 2021. The project will include 1.0 mile of 10' wide asphalt paved multi-use trail and a paved trailhead. The trail will begin at August Hill Drive, at the end of the Riparian Trail Phase 1, and continue through Central Park, cross Wild Horse Creek Road at the Burkhardt Place intersection, and utilize the abandoned Wild Horse Creek Road right-of-way until it ends at Old Chesterfield Road. Attached is a location map for your reference. The trail will be located adjacent to the existing unnamed stream and within a wooded area as much as possible.

Seven (7) bids were received, and the following is a summary of those bid totals:

Contractor	Total Bid
Ideal Landscape Management	769,868.00
Pavement Solutions	786,745.19
Krupp Construction	790,583.20
Gershenson Construction	792,220.00
Kozeny-Wagner	1,028,841.40
Magruder Construction	1,275,376.80
Byrne & Jones Construction	1,669,494.50

The lowest, responsive, and responsible bidder was Ideal Landscape Management (ILM). ILM has successfully completed similar projects in the metro St. Louis Area, including Chesterfield's Riparian Trail Phase 1 project, and I have verified their work with references.

Accordingly, I recommend acceptance of the low bid of $769,868.00 submitted by Ideal Landscape Management and request authorization of work up to the

amount of $880,000.00. This amount includes an approximate 15% contingency to allow for any unforeseen conditions and/or additional work as may be necessary to complete this project.

Note that 65% of the construction cost will be reimbursed through the Transportation Alternatives Program (TAP) grant for the project, and the remaining costs will be funded through the Chesterfield Valley Transportation Development District (TDD).

A copy of the lowest and responsive bid from Ideal Landscape Management is attached.

Enclosed: Trail Alignment Location Map
Ideal Land Management Bid Form
2018-PW-06 Bid Tabulation

Riparian Trail Phase 2
Location Map
Legend
Riparian Trail - Phase 2
Old Chesterfield Rd
Wild Horse Creek Rd
August Hill
Aventura
Burkhardt Place Extension
Riparian Trail Phase 2
Wildhorse Village
Central Park
Google Earth
©2021 Google
1000 ft
N

ITEMIZED BID: The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

RIPARIAN TRAIL PHASE 2 IMPROVEMENTS
BID FORM

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENSION
TRAIL ITEMS					
201-20.10	CLEARING AND GRUBBING	ACRE	3.0	$ 7,500.00	$ 22,500.00
201-20.22	TREE REMOVAL 6"-15"	EA	45	$ 650.00	$ 29,250.00
201-20.23	TREE REMOVAL 15" AND ABOVE	EA	12	$ 1,200.00	$ 14,400.00
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	$ 5,000.00	$ 5,000.00
203-10.00	CLASS A EXCAVATION	CY	1606	$ 35.00	$ 56,210.00
203-55-00	EMBANKMENT IN PLACE	CY	1680	$ 15.00	$ 25,200.00
203-60.00	COMPACTING EMBANKMENT	CY	1606	$ 35.00	$ 56,210.00
304-05.06	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)	SY	4361	$ 9.00	$ 39,249.00
310-50.02	GRAVEL (A) OR CRUSHED STONE (B)	TONS	101	$ 85.00	$ 8,585.00
401-12.09	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-1)	TONS	856	$ 115.00	$ 98,440.00
407-10.05	TACK COAT	GAL	25	$ 7.00	$ 175.00
604-14.04	AREA INLET (4 SIDES OPEN)	EA	1	$ 5,000.00	$ 5,000.00
604-20.10	ADJUST TO GRADE (SEWER MANHOLE)	EA	5	$ 1,500.00	$ 7,500.00
608-40.24	SIDEWALK HAND RAILING WITH BALLUSTERS	LF	779	$ 90.00	$ 70,110.00
611-30.10	FURNISHING AND PLACING TYPE 2 ROCK BLANKET	SY	3	$ 100.00	$ 300.00
618-10.00	MOBILIZATION	LS	1	$ 42,275.00	$ 42,275.00
627-40.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	$ 13,000.00	$ 13,000.00
720-10.00	MECHANICALLY STABILIZED EARTH WALL SYSTEMS	SF	4464	$ 25.00	$ 111,600.00
726-10.12	12 IN. PIPE GROUP A	LF	12	$ 110.00	$ 1,320.00
726-10.24	24 IN. PIPE GROUP A	LF	80	$ 125.00	$ 10,000.00
732-06.12a	12 IN. OR ALL SUB. GROUP A FLARED END SECTION	EA	1	$ 750.00	$ 750.00
805-10.00	SEEDING – COOL SEASON MIXTURES	ACRE	1	$ 4,500.00	$ 4,500.00
806-10.17	TEMPORARY SEEDING AND MULCHING	ACRE	1	$ 2,500.00	$ 2,500.00
806-10.19	SILT FENCE	LF	5722	$ 2.00	$ 11,444.00
				TRAIL ITEMS - SUBTOTAL	$ 635,518.00
BRIDGE ITEMS					
	CLASS 1 EXCAVATION	CY	70	$ 25.00	$ 1,750.00

	CAST-IN-PLACE CONCRETE ABUTMENTS	CY	24	$ 1,650.00	$ 39,600.00
	PREFABRICATED WEATHERING STEEL PEDESTRIAN TRUSS BRIDGE 8'X50'	EA	1	$ 35,000.00	$ 35,000.00
	PREFABRICATED WEATHERING STEEL PEDESTRIAN TRUSS BRIDGE 8'X40'	EA	1	$ 28,000.00	$ 28,000.00
	PLACEMENT AND INSTALLATION OF PREFAB TRUSSES	EA	2	$ 8,000.00	$ 16,000.00
	CONCRETE FLOOR DECK	SY	80	$ 175.00	$ 14,000.00
				BRIDGE ITEMS - SUBTOTAL	$ 134,350.00
					$ 769,868.00

Total Bid (BASE BID) (Numbers):

$ 769,868.00

Total Bid (BASE BID) (Written):

Seven hundred sixty nine thousand eight hundred sixty-eight dollars and no cents

ACCEPTANCE FOR PROVISION FOR ASPHALT CEMENT PRICE INDEX:

Bidders have the option to accept the provision for Asphalt Cement Price Index in accordance with Sec. 109.15. The bidder must mark the Yes box below if they choose to accept the provision. No price adjustment will be made, due to asphalt price changes, for bidders who do not accept this provision. This provision applies only to projects that have a quantity of asphalt wet ton mix pay items or converted square yard quantity over 1,000 tons.

X Yes ☐ No

City of Chesterfield

BID TABULATION
Riparian Trail - Phase 2
2018-PW-06
July 27, 2021

Trail Items				ENGINEER'S ESTIMATE		Ideal Landscape		Pavement Solutions		Krupp Construction		Gershenson Construction		Kozeny-Wagner		Magruder Construction		Byrne & Jones Construction	
Item No.	Description	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
201-20.10	CLEARING AND GRUBBING	ACRE	3.0	$ 13,100.00	$ 39,300.00	$ 7,500.00	$ 22,500.00	$ 5,054.15	$ 15,162.45	$ 7,200.00	$ 21,600.00	$ 12,000.00	$ 36,000.00	$ 9,671.99	$ 29,015.97	$ 6,800.00	$ 20,400.00	$ 8,000.00	$ 24,000.00
201-20-22	TREE REMOVAL 6"-15"	EA	45	$ 918.00	$ 41,310.00	$ 650.00	$ 29,250.00	$ 387.17	$ 17,422.65	$ 175.00	$ 7,875.00	$ 250.00	$ 11,250.00	$ 772.00	$ 34,740.00	$ 650.00	$ 29,250.00	$ 500.00	$ 22,500.00
201-20.23	TREE REMOVAL 15" AND ABOVE	EA	12	$ 990.00	$ 11,880.00	$ 1,200.00	$ 14,400.00	$ 703.03	$ 8,436.36	$ 750.00	$ 9,000.00	$ 500.00	$ 6,000.00	$ 2,500.00	$ 30,000.00	$ 1,800.00	$ 21,600.00	$ 2,400.00	$ 28,800.00
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	$ 5,100.00	$ 5,100.00	$ 5,000.00	$ 5,000.00	$ 4,188.55	$ 4,188.55	$ 2,000.00	$ 2,000.00	$ 60,000.00	$ 60,000.00	$ 1.00	$ 1.00	$ 350.00	$ 350.00	$ 5,000.00	$ 5,000.00
203-10.00	CLASS A EXCAVATION	CY	1,606	$ 25.00	$ 40,150.00	$ 35.00	$ 56,210.00	$ 15.64	$ 25,117.84	$ 9.15	$ 14,694.90	$ 14.75	$ 23,688.50	$ 13.30	$ 21,359.80	$ 28.00	$ 44,968.00	$ 31.50	$ 50,589.00
203-55.00	EMBANKMENT IN PLACE	CY	1,680	$ 30.00	$ 50,400.00	$ 15.00	$ 25,200.00	$ 21.72	$ 36,489.60	$ 37.40	$ 62,832.00	$ 13.75	$ 23,100.00	$ 28.32	$ 47,577.60	$ 50.00	$ 84,000.00	$ 74.00	$ 124,320.00
203-60.00	COMPACTING EMBANKMENT	CY	1,606	$ 20.00	$ 32,120.00	$ 35.00	$ 56,210.00	$ 10.94	$ 17,569.64	$ 4.85	$ 7,789.10	$ 13.00	$ 20,878.00	$ 9.23	$ 14,823.38	$ 44.00	$ 70,664.00	$ 82.00	$ 131,692.00
304-05.06	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)	SY	4,361	$ 7.50	$ 32,707.50	$ 9.00	$ 39,249.00	$ 7.76	$ 33,841.36	$ 9.00	$ 39,249.00	$ 8.50	$ 37,068.50	$ 14.20	$ 65,760.20	$ 17.00	$ 74,137.00	$ 13.50	$ 58,873.50
310-50.02	GRAVEL (A) OR CRUSHED STONE (B)	TONS	101	$ 56.00	$ 5,656.00	$ 85.00	$ 8,585.00	$ 26.83	$ 2,709.83	$ 20.00	$ 2,020.00	$ 30.00	$ 3,030.00	$ 34.72	$ 3,506.72	$ 31.00	$ 3,131.00	$ 29.00	$ 2,929.00
401-12.09	BITUMINOUS PAVEMENT MIXTURE, PG64-22, (BP-1)	TONS	856	$ 170.00	$ 145,520.00	$ 115.00	$ 98,440.00	$ 91.71	$ 78,503.76	$ 89.00	$ 76,184.00	$ 90.00	$ 77,040.00	$ 95.45	$ 81,705.20	$ 139.00	$ 118,984.00	$ 109.00	$ 93,304.00
407-10.05	TACK COAT	GAL	25	$ -	$ -	$ 7.00	$ 175.00	$ 12.08	$ 302.00	$ 20.00	$ 500.00	$ 5.00	$ 125.00	$ 7.20	$ 180.00	$ 19.00	$ 475.00	$ 29.00	$ 725.00
604-14.04	AREA INLET (4 SIDES OPEN)	EA	1	$ 3,500.00	$ 3,500.00	$ 5,000.00	$ 5,000.00	$ 3,182.49	$ 3,182.49	$ 2,500.00	$ 2,500.00	$ 3,100.00	$ 3,100.00	$ 3,245.32	$ 3,245.32	$ 7,800.00	$ 7,800.00	$ 3,575.00	$ 3,575.00
604-20.10	ADJUST TO GRADE (SEWER MANHOLE)	EA	5	$ 820.00	$ 4,100.00	$ 1,500.00	$ 7,500.00	$ 1,403.29	$ 7,016.45	$ 750.00	$ 3,750.00	$ 900.00	$ 4,500.00	$ 2,053.71	$ 10,268.55	$ 9,600.00	$ 48,000.00	$ 2,000.00	$ 10,000.00
608-40.24	SIDEWALK HAND RAILING WITH BALLUSTERS	LF	779	$ 87.50	$ 68,162.50	$ 90.00	$ 70,110.00	$ 104.50	$ 81,405.50	$ 95.00	$ 74,005.00	$ 80.00	$ 62,320.00	$ 95.00	$ 74,005.00	$ 280.00	$ 218,120.00	$ 230.00	$ 179,170.00
611-30-10	FURNISHING AND PLACING TYPE 2 ROCK BLANKET	SY	3	$ 100.00	$ 300.00	$ 100.00	$ 300.00	$ 230.97	$ 692.91	$ 110.00	$ 330.00	$ 150.00	$ 450.00	$ 134.49	$ 403.47	$ 90.00	$ 270.00	$ 650.00	$ 1,950.00
618-10.00	MOBILIZATION	LS	1	$ 50,000.00	$ 50,000.00	$ 42,275.00	$ 42,275.00	$ 20,158.85	$ 20,158.85	$ 95,000.00	$ 95,000.00	$ 54,473.10	$ 54,473.10	$ 214,220.09	$ 214,220.09	$ 77,000.00	$ 77,000.00	$ 190,000.00	$ 190,000.00
627-40.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	$ 7,500.00	$ 7,500.00	$ 13,000.00	$ 13,000.00	$ 17,017.00	$ 17,017.00	$ 15,000.00	$ 15,000.00	$ 8,000.00	$ 8,000.00	$ 15,630.00	$ 15,630.00	$ 15,000.00	$ 15,000.00	$ 7,000.00	$ 7,000.00
720-10.00	MECHANICALLY STABILIZED EARTH WALL SYSTEMS	SF	4,464	$ 55.00	$ 245,520.00	$ 25.00	$ 111,600.00	$ 46.61	$ 208,067.04	$ 36.75	$ 164,052.00	$ 42.00	$ 187,488.00	$ 32.90	$ 146,865.60	$ 32.90	$ 146,865.60	$ 90.00	$ 401,760.00
726-10.12	12 IN. PIPE GROUP A	LF	12	$ 105.00	$ 1,260.00	$ 110.00	$ 1,320.00	$ 127.26	$ 1,527.12	$ 60.50	$ 726.00	$ 100.00	$ 1,200.00	$ 236.01	$ 2,832.12	$ 58.00	$ 696.00	$ 125.00	$ 1,500.00
726-10.24	24 IN. PIPE GROUP A	LF	80	$ 135.00	$ 10,800.00	$ 125.00	$ 10,000.00	$ 137.73	$ 11,018.40	$ 65.00	$ 5,200.00	$ 140.00	$ 11,200.00	$ 129.27	$ 10,341.60	$ 104.00	$ 8,320.00	$ 146.00	$ 11,680.00
732-06-12a	12 IN. OR ALL. SUB. GROUP A FLARED END SECTION	EA	1	$ 350.00	$ 350.00	$ 750.00	$ 750.00	$ 790.34	$ 790.34	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 235.36	$ 235.36	$ 650.00	$ 650.00	$ 2,300.00	$ 2,300.00
805-10.00	SEEDING – COOL SEASON MIXTURES	ACRE	1	$ 4,786.00	$ 5,743.20	$ 4,500.00	$ 4,500.00	$ 3,552.35	$ 3,552.35	$ 6,500.00	$ 6,500.00	$ 6,500.00	$ 6,500.00	$ 6,500.00	$ 6,500.00	$ 6,500.00	$ 6,500.00	$ 6,500.00	$ 6,500.00
806-10.17	TEMPORARY SEEDING AND MULCHING	ACRE	1	$ 2,500.00	$ 3,000.00	$ 2,500.00	$ 2,500.00	$ 2,724.35	$ 2,724.35	$ 5,500.00	$ 5,500.00	$ 6,500.00	$ 6,500.00	$ 5,500.00	$ 5,500.00	$ 5,500.00	$ 5,500.00	$ 6,500.00	$ 6,500.00
806-10.19	SILT FENCE	LF	5,722	$ 2.50	$ 14,305.00	$ 2.00	$ 11,444.00	$ 3.79	$ 21,686.38	$ 2.10	$ 12,016.20	$ 2.45	$ 14,018.90	$ 2.10	$ 12,016.20	$ 2.10	$ 12,016.20	$ 3.50	$ 20,027.00
				Road Subtotal	**$ 818,684.20**		**$ 635,518.00**		**$ 618,583.22**		**$ 628,823.20**		**$ 658,430.00**		**$ 830,733.18**		**$ 1,014,696.80**		**$ 1,384,694.50**
Bridge Items																			
	Class 1 Excavation	CY	70	$ 100.00	$ 7,000.00	$ 25.00	$ 1,750.00	$ 53.37	$ 3,735.90	$ 32.00	$ 2,240.00	$ 115.00	$ 8,050.00	$ 124.38	$ 8,706.60	$ 44.00	$ 3,080.00	$ 250.00	$ 17,500.00
	Cast-in-Place Concrete Abutments	CY	24	$ 1,350.00	$ 32,400.00	$ 1,650.00	$ 39,600.00	$ 1,669.38	$ 40,065.12	$ 1,230.00	$ 29,520.00	$ 1,300.00	$ 31,200.00	$ 2,551.41	$ 61,233.84	$ 2,800.00	$ 67,200.00	$ 3,000.00	$ 72,000.00
	Prefabricated Weathering Steel Pedestrian Truss Bridge 8'x50'	EACH	1	$ 42,240.00	$ 42,240.00	$ 35,000.00	$ 35,000.00	$ 42,192.35	$ 42,192.35	$ 50,000.00	$ 50,000.00	$ 37,000.00	$ 37,000.00	$ 36,689.00	$ 36,689.00	$ 33,000.00	$ 33,000.00	$ 40,600.00	$ 40,600.00
	Prefabricated Weathering Steel Pedestrian Truss Bridge 8'x40'	EACH	1	$ 35,640.00	$ 35,640.00	$ 28,000.00	$ 28,000.00	$ 34,819.70	$ 34,819.70	$ 40,000.00	$ 40,000.00	$ 31,500.00	$ 31,500.00	$ 30,278.00	$ 30,278.00	$ 40,000.00	$ 40,000.00	$ 33,500.00	$ 33,500.00
	Placement and Installation of Prefab Trusses	EACH	2	$ 10,000.00	$ 20,000.00	$ 8,000.00	$ 16,000.00	$ 17,056.05	$ 34,112.10	$ 9,000.00	$ 18,000.00	$ 7,300.00	$ 14,600.00	$ 15,393.99	$ 30,787.98	$ 27,500.00	$ 55,000.00	$ 30,200.00	$ 60,400.00
	Concrete Floor Deck	SY	80	$ 200.00	$ 16,000.00	$ 175.00	$ 14,000.00	$ 165.46	$ 13,236.80	$ 275.00	$ 22,000.00	$ 143.00	$ 11,440.00	$ 380.16	$ 30,412.80	$ 780.00	$ 62,400.00	$ 760.00	$ 60,800.00
				Bridge Subtotal	**$ 153,280.00**		**$ 134,350.00**		**$ 168,161.97**		**$ 161,760.00**		**$ 133,790.00**		**$ 198,108.22**		**$ 260,680.00**		**$ 284,800.00**
				TOTAL BID =	$ 971,964.20		$ 769,868.00		$ 786,745.19		$ 790,583.20		$ 792,220.00		$ 1,028,841.40		$ 1,275,376.80		$ 1,669,494.50

City of Chesterfield

DATE: **August 5, 2021**

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

FROM: **Vickie McGownd, City Clerk**

SUBJECT: **Ordinance Re-Adopting the Procedure for Disclosure of Conflicts**

I have attached a draft of an ordinance re-adopting the procedure established in Ordinance No. 605 of the City of Chesterfield as the procedure for disclosure of conflicts for certain municipal officials.

This is an annual re-adoption process and once approved, I will send a certified copy of the ordinance to the Missouri Ethics Commission. The deadline for this submission is September 15, 2021.

Please add this proposed ordinance to the August 16 City Council agenda.

BILL NO. 3351 **ORDINANCE NO.**_____

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

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

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

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

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

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

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

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

Section 3. The City Clerk is directed to send a certified copy of this Ordinance to the Missouri Ethics Commission prior to September 15, 2021.

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

Passed and approved this _____ day of _____, 2021.

_____ _____

PRESIDING OFFICER Bob Nation, MAYOR

ATTEST:

_____

Vickie McGownd, CITY CLERK

FIRST READING HELD: _____

BILL NO. 3352 **ORDINANCE NO.** _____

AN ORDINANCE OF THE CITY OF CHESTERFIELD AMENDING MUNICIPAL CODE SECTION 105.030 RELATING TO DECLARATION OF CANDIDACY FOR MUNICIPAL OFFICE AND FILING PROCEDURES

WHEREAS, Section 115.127 RSMo establishes the election filing dates for candidates for municipal office; and,

WHEREAS, HB 271 was adopted by the 101st General Assembly of the State of Missouri and signed by the Governor on June 15, 2021; HB 271 amend, among other things, Section 115.127 RSMo by changing the dates for candidate filing for municipal elective office from the sixteenth (16th) to the seventeenth (17th) Tuesday prior to the election and changing the closing date for municipal elective office from the eleventh (11th) to the fourteenth (14th) Tuesday prior to the election date; and

WHEREAS, the City Council of the City of Chesterfield desire to amend the Municipal Code to reflect the changes in election filing dates to conform to state law.

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

Section I: Section 105.030 of the City of Chesterfield Municipal Code shall be deleted in its entirety and replaced with the following words and phrases:

A. Declarations of Candidacy filed for office in the municipal election shall be received by the City Clerk commencing at 8:00 A.M. on the 17th Tuesday prior to the election. No declaration for candidacy for office shall be accepted by the City Clerk after 5:00 P.M. on the 14th Tuesday prior to the election.

B. No candidate's name shall be printed on any official ballot unless the candidate has filed a written "Declaration of Candidacy" and paid the appropriate filing fee to the City Clerk.

C. Each Declaration of Candidacy shall contain such information as provided by state law, including the following:

1. The candidate's full name; the name to be given will be exactly as it appears on the ballot.

2. The date of birth of the candidate.

3. The home address of the candidate and the date on which the candidate established residency in the City.

4. The name of the office for which the candidate is seeking election, including an acknowledgement that if elected, the candidate will serve in such office.

5. A declaration that the candidate is not in arrears for any unpaid city taxes or that any such arrearage shall be paid in full by the last day to file the declaration of candidacy.

6. The Declaration of Candidacy shall be subscribed and sworn as the candidate before an official authorized to accept their Declaration of Candidacy.

D. All candidates filing their Declarations of Candidacy shall personally file said declaration with the City Clerk.

E. Declarations of Candidacy will be received by the City Clerk in the order in which the candidates pass through the front door of City Hall and the City Clerk shall continue to accept filings in that order until all persons have filed.

Section II: This ordinance shall be codified within the Municipal Code of the City of Chesterfield.

Section III: 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

BILL NO. 3353 **ORDINANCE NO.**

AN ORDINANCE AMENDING SECTION 130.020 OF THE CITY OF CHESTERFIELD MUNICIPAL CODE REGARDING MUNICIPAL COURT FUNCTIONS

WHEREAS, pursuant to § 211.031 RSMo, the City is authorized to assert jurisdiction over certain types of municipal ordinance violations committed by minors; and

WHEREAS, SB 793 was adopted by the 101st General Assembly of the State of Missouri to amend, among other things, Section 130.020 to change the jurisdiction of the juvenile court; and

WHEREAS, the City Council of the City desire to amend the Municipal Code to reflect the changes in jurisdiction over minors to conform to state law;

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

SECTION ONE: Section 130.020 of the City Municipal Code entitled **Jurisdiction** shall be amended as follows with language to be added underlined and language to be deleted ~~stricken~~:

Section 130.020 Functions

The Municipal Court shall be responsible for the regular hearing and determination of municipal ordinance violation cases of the City of Chesterfield committed by adults over the age of eighteen (18) and shall be operated in accordance with rules of the Supreme Court and rules of the Circuit Court. For municipal ordinance violations allegedly committed by minors under the age of eighteen (18)("Minors"), the Municipal Court shall be responsible for the regular hearing and determination of those cases involving:

1. Involve a Minor fifteen (15) years of age or older who allegedly committed a municipal traffic violation, of which does not constitute a felony;
2. Involve any Minor who allegedly violated a municipal curfew ordinance;
3. Involve any Minor who allegedly violated a municipal ordinance prohibiting the use or possession of tobacco.

SECTION TWO: The Mayor and City Council are hereby authorized and directed to approve the amendments on behalf of the City**.**

SECTION TWO: All ordinances or parts of ordinance in conflict with this Ordinance and hereby repealed and replaced.

SECTION THREE: This Ordinance shall be in full force and effect both from and after its passage and approval by the Mayor and City Council.

Passed and approved this_____day of_____, 2021.

Presiding Officer_____ Bob Nation, Mayor_____

ATTEST:

Vickie McGownd, City Clerk___

FIRST READING HELD:

EXECUTIVE SESSION

An Executive Session has been scheduled immediately following Monday's Agenda Review meeting, for the purpose of providing the opportunity for confidential communication by/among the City's elected officials, their City Attorney and appropriate City staff.

Additional information related to the executive session will be forwarded under separate cover.

The discussion during this Executive Session is covered by the following provisions:

RSMo 610.021 (1) *Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys*

RSMo 610.021 (12) *Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected;*

If you have any questions or comments, please feel free to contact me prior to Monday's meeting.