AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, July 15, 2019
6:30pm

I. Appointments

A. Reappointment
- **Board of Adjustment – Jeannie Rader**

B. Appointment
- **Planning Commission – Jane Staniforth**

II. Planning and Public Works Committee – Chairperson Mary Ann Mastorakos, Ward II

A. Monarch Center – Partial Amended Sign Package (Voice Vote)

B. City Policy PDS-002 Special Cash Escrows (Voice Vote)

C. Next Meeting – July 18, 2019 (5:30pm)

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

A. Proposed 2020 City Council Meeting Schedule (Voice Vote)

B. Information Technologies – Contract for Service (Roll Call Vote)

C. Gamble – Schlemeier Contract Renewal (Roll Call)

IV. Parks, Recreation and Arts Committee – Chairperson Tom DeCampi, Ward IV

A. Parks Playground Insurance Claim Budget Amendment (Roll Call Vote)

V. Public Health and Safety Committee – Chairperson Mary Monachella, Ward I

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

A. Proposed Resolution – Reappointment of City Clerk, Vickie McGownd

VII. Other Legislation

VIII. Unfinished Business – Mayor Bob Nation

IX. New Business – Mayor Bob Nation

X. Adjourn –

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 HASS AT (636) 537-6716, AT LEAST TWO (2) WORKDAYS PRIOR TO THE MEETING.

AGENDA
CHESTERFIELD CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, July 15, 2019
7:00PM

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 Hass

V. APPROVAL OF MINUTES – Mayor Bob Nation

A. **City Council Meeting Minutes** – June 17, 2019

B. **Executive Session Meeting Minutes** – July 1, 2019

VI. INTRODUCTORY REMARKS (items not requiring action by City Council) – Mayor Bob Nation

A. **Thursday, July 18, 2019** – Planning & Public Works Committee (5:30pm)

B. **Monday, July 22, 2019** – Planning Commission (7pm)

C. **Monday, August 5, 2019** – Next City Council Meeting (7pm)

VII. COMMUNICATIONS AND PETITIONS

VIII. APPOINTMENTS – Mayor Bob Nation

A. Re-appointment
- **Board of Adjustment – Jeannie Rader**

B. Appointment
- **Planning Commission – Jane Staniforth**

IX. STANDING COMMITTEE OF COUNCIL COMMITTEE REPORTS & ASSOCIATED LEGISLATION

A. Planning and Public Works Committee – Chairperson Mary Ann Mastorakos, Ward II

1. **Monarch Center – Partial Amended Sign Package (Voice Vote)**

2. **City Policy PDS-002 Special Cash Escrows (Voice Vote)**

3. **Next Meeting – July 18, 2019 (5:30pm)**

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

1. **Proposed 2020 City Council Meeting Schedule (Voice Vote)**

2. **Information Technologies – Contract for Service (Roll Call Vote)**

3. **Gamble – Schlemeier Contract Renewal (Roll Call Vote)**

C. Parks, Recreation and Arts Committee – Chairperson Tom DeCampi, Ward IV

1. **Parks Playground Insurance Claim Budget Amendment (Roll Call Vote)**

D. Public Health and Safety Committee – Chairperson Mary Monachella, Ward I

X. REPORT FROM THE CITY ADMINISTRATOR & OTHER ITEMS REQUIRING ACTION BY CITY COUNCIL – Mike Geisel

A. Proposed Resolution – Re-appointment of City Clerk, Vickie McGownd

XI. OTHER LEGISLATION

XII. UNFINISHED BUSINESS – Mayor Bob Nation

XIII. NEW BUSINESS – Mayor Bob Nation

XIV. ADJOURNMENT

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

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

AGENDA REVIEW – Monday 7/15/2019 – 6:30 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:30 pm, on Monday, June 17, 2019**.

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

RECORD OF PROCEEDING

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

JUNE 17, 2019

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 Dan Hurt
Councilmember Barbara McGuinness	
Councilmember Ben Keathley	
Councilmember Mary Ann Mastorakos	
Councilmember Michael Moore	
Councilmember Tom DeCampi	
Councilmember Michelle Ohley	

APPROVAL OF MINUTES

The minutes of the June 3, 2019 City Council meeting were submitted for approval. Councilmember Ohley made a motion, seconded by Councilmember Moore, to approve the June 3, 2019 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, July 15, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Ms. Wendy Geckeler, 26 Chesterfield Lakes, spoke in support of the City's efforts to control deer. She also spoke in support of the appointment of Mary Monachella to City Council.

Ms. Merrell Hansen, 1234 Walnut Hill Farm, as Planning Commission Chair, spoke in support of the appointment of Mary Monachella to City Council.

APPOINTMENTS

Mayor Nation nominated Mary B. Monachella, 14164 Trailtop Drive, to fill the vacancy as Councilmember in Ward I, created by the passing of Councilmember Barry Flachsbart. Councilmember McGuinness made a motion, seconded by Councilmember Moore, to approve this appointment. Councilmember Keathley requested, with Ms. Monachella's permission, that the letter from Attorney Jeffrey R. Schmitt be admitted into the record to provide further explanation on a lawsuit involving Ms. Monachella. After discussion involving committee assignments, it was determined that Ms. Monachella would fulfill the Committee assignments of Councilmember Barry Flachsbart, and a roll call vote was taken with the following results: Ayes – Moore, Mastorakos and McGuinness. Nays – Keathley, Ohley and DeCampi. Mayor Nation voted "Aye" to break the tie and declared the motion passed.

SWEARING-IN CEREMONY

Mayor Nation recognized the Honorable Rick Brunk, Municipal Judge. Judge Brunk then conducted the Swearing-In Ceremony for Councilmember Mary Monachella-Ward I.

ROLL CALL

A roll call was then re-taken, with the following results:

PRESENT	ABSENT
Mayor Bob Nation	Councilmember Dan Hurt
Councilmember Mary Monachella	
Councilmember Barbara McGuinness	
Councilmember Ben Keathley	
Councilmember Mary Ann Mastorakos	
Councilmember Michael Moore	
Councilmember Tom DeCampi	
Councilmember Michelle Ohley	

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Councilmember Mary Ann Mastorakos, Chairperson of the Planning/Public Works Committee, announced that the next meeting of this Committee is scheduled for Thursday, June 20, at 5:30 p.m.

Finance and Administration Committee

Councilmember Michael Moore, Chairperson of the Finance and Administration Committee, indicated that he had no report this evening.

Parks, Recreation & Arts Committee

Councilmember Tom DeCampi, Chairperson of the Parks, Recreation & Arts Committee, made a motion, by unanimous vote of the Committee, to authorize installation of the sculpture "Dashes" at City Hall. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Public Health & Safety Committee

Councilmember Barbara McGuinness indicated that there was no report.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel indicated that he had no action items this evening.

OTHER LEGISLATION

There was no other legislation scheduled for action.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:29 p.m.

Mayor Bob Nation

ATTEST:

Vickie J. Hass, City Clerk

APPROVED BY CITY COUNCIL: _____

DANNA MCKITRICK, P.C.
ATTORNEYS AT LAW

7701 Forsyth Blvd.
Suite 800
St. Louis, MO 63105

314.726.1000
636.946.2203
314.725.6592 fax

Jeffrey R. Schmitt
Direct: (314) 889-7189
E-Mail: jschmitt@dmfirm.com

April 25, 2018

VIA FIRST CLASS MAIL AND
EMAIL (iammonkeyhead@sbcglobal.net)
Michael Horton
14151 Ladue Rd.
Chesterfield, MO 63017

RE: *Horton v. Monachella*, St. Louis County Case No. 18SL-SC00263
File Name: Village of Green Trails/Horton, Michael
Our File Number: 15647-0418e

Dear Mr. Horton:

The undersigned and this law firm represents The Board of Park Trustees of the Village of Green Trails, including Mary Monachella, the current board president. I am writing you on behalf of the board and Ms. Monachella with respect to the above referenced lawsuit you have filed against her. The purpose of this letter is to inform you as to the misinformation you have pleaded in the lawsuit and to request that the lawsuit be dismissed. The lawsuit is improper for the reasons as follows:

First, you have sued Ms. Monachella individually and not in her capacity as a member of the Board of Park Trustees. This is wholly inconsistent with the provisions of Section III, Paragraph 17 of the Indenture of the Restrictions of the Village of Green Trails (the "Indenture"), which provides that Park Trustees shall not be personally responsible for the acts complained of in your lawsuit. Of course, your designation of her as a defendant also overlooks the fact that the matters complained of in your petition were decisions made by the Board as a whole, and not any single board member. Yet you have not sued the Board or the entirety of its membership.

Second, your complaints lack substantive merit because the matters in question with respect to the areas of land erosion occurred on Village of Green Trails common lands, as opposed to the land of any specific residential owner. The area of erosion is located on a common ground lot adjacent to 14058 Boxford Ct. I have enclosed for you an overhead map of the area in question, with the erosion (and proposed work) site circled in red by the Village's contractor. I have also drawn the property line onto the map showing the relation to the adjacent parcel. The area of erosion in question is located on common ground and subject to the jurisdiction of the Park Trustees for maintenance and it is clear to the Park Trustees, and the experts they have consulted, that maintenance is required in order to prevent further erosion at the site. Further, if the Park Trustees do not take action to abate the erosion at the site, the lack of

maintenance to the common grounds threatens to cause encroachment of the erosion to the neighboring parcel.

In sum, your allegation that the contracted for work is for the benefit of a residential owner is not correct. The services to be performed will be completed at and around the current erosion site, as circled in red on the attached, and located on the common lot and nearest 14058 Boxford Ct. There is no planned work at 14058 Boxford Ct., nor on the creek wall adjacent to 14050 Boxford Ct.

The Park Trustees' conclusion, based on their consultation with knowledgeable third parties, with respect to the situs on the common ground, has also been supported by the Army Corps of Engineers, which has already issued permits to the Park Trustees for work on the common ground lot as proposed.

Finally, it is important to address your representation to other owners as contained in your email correspondence of April 9, 2018, in which you suggest that your lawsuit will only affect two lot owners, you and Ms. Monachella. This assertion is simply not correct, and in fact, the lawsuit is requiring not only time and energy expended by the Park Trustees as a whole, but also the Village's financial resources as are necessary to defend a Trustee from your allegations and legal action. Given that you contend your nominal request for relief in your petition somehow merits the conveyance of this matter to the courts, please be advised that the Village, and its owners as a result, are bearing the burden of defending an action that you have unilaterally and mistakenly determined was in your best interest. As a result, the Park Trustees intend to take all steps necessary to defend the action and seek reimbursement from you of the Village's legal fees incurred in defending this case. Please consider this impact in light of the present demand for a dismissal of the lawsuit.

Sincerely,

JEFFREY R. SCHMITT

JS:mah
cc: Board of Park Trustees
Doc: 1930349

Contractor drawn

In the
CIRCUIT COURT
of St. Louis County, Missouri
SMALL CLAIMS COURT

For File Stamp Only

FILED

APR 27 2018

JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

Michael Horton
Plaintiff(s)/Petitioner(s)

14151 LaDue Rd.
Address

Chesterfield, Mo 63017
City/State/Zip

314 469 0036
Telephone No.

VS

Mary Monachella
Defendant(s)/Respondent(s)

14164 Trailtop Dr.
Address

Chesterfield Mo. 63017
City/State/Zip

314 878 4119
Telephone No.

04/27/2018
Date

18SL-SC00265
Case Number

39
Division

Other Information

DISMISSAL

The (plaintiff) (defendant) dismisses the (claim) (counter-claim) against the (defendant) (plaintiff) (with) (without) prejudice at (plaintiff's) (defendant's) cost.

Michael W. Horton
(PLAINTIFF) (DEFENDANT) SIGNATURE

27 April 2018
DATED

CCAC140 Rev. 2/88

18SL-SC00263 - MICHAEL HORTON V MARY MONACHELLA (E-CASE)

This information is provided as a service and is not considered an official court record.

Judge/Commissioner Assigned:	DUNNE, ELLEN W.	**Date Filed:**	03/22/2018
Location:	St Louis County	**Case Type:**	AC Small Claims under $100
Disposition:	Dismissed by Parties	**Date of Disposition:**	04/27/2018
Judge/Commissioner At Disposition:	DUNNE, ELLEN W.		

Pay By Web

Track This Case

City of Chesterfield

Payment Register

Payments in Excess of $5000

From Payment Date: 5/1/2019 - To Payment Date: 5/31/2019

Number	Date	Source	Payee Name	Transaction Amount
Check				
43753	05/02/2019		METROPOLITAN ST. LOUIS SEWER DI	$5,773.28
43770	05/10/2019		ADVANCED TURF SOLUTIONS, INC.	$9,259.34
43775	05/10/2019		CHESTERFIELD VALLEY NURSERY	$6,370.00
43801	05/14/2019		VISION ELECTRIC LLC	$7,217.51
43816	05/17/2019		PEPSI BEVERAGE CO	$5,496.45
43820	05/17/2019		SRO ARTISTS, INC	$10,000.00
43836	05/28/2019		CREATIVE POLYMERS, INC.	$12,953.70
43837	05/28/2019		ECO CONSTRUCTORS	$18,675.00
43840	05/28/2019		G. R. ROBINSON SEED	$5,625.00
43847	05/28/2019		J BATHE ELECTRIC CO/HOME-TECH	$6,960.00
43866	05/28/2019		PEPSI BEVERAGE CO	$6,028.34
43867	05/28/2019		R.L. MUELLER NATIONAL DIST. INC.	$6,847.86
57436	05/02/2019		BOBCAT COMPANY	$22,059.01
57444	05/02/2019		ENERGY PETROLEUM CO.	$18,847.33
57449	05/02/2019		HARVESTOWNE AUTO BODY, INC.	$7,776.81
57477	05/07/2019		LOU FUSZ FORD, INC.	$227,008.00
57486	05/07/2019		THE HARTFORD-PRIORITY ACCOUNTS	$8,591.35
57488	05/07/2019		TREASURER-ST. LOUIS COUNTY	$16,301.16
57491	05/07/2019		WIRELESS USA	$5,482.82
57492	05/08/2019		AMERICAN BANKERS INSURANCE COI	$5,873.00
57493	05/09/2019		BAYER	$366,595.88
57495	05/10/2019		AMCON MUNICIPAL CONCRETE, LLC	$265,494.60
57496	05/10/2019		BONHOMME PRESBYTERIAN CHURCH	$15,382.00
57501	05/10/2019		HR GREEN, INC.	$7,427.86
57503	05/10/2019		J. M. MARSCHUETZ	$239,619.11
57506	05/10/2019		OATES ASSOCIATES	$5,735.00
57510	05/10/2019		RAINBOW POINT PROPERTIES LLC	$6,000.00
57549	05/14/2019		RUSH TRUCK CENTERS	$8,167.10
57552	05/14/2019		TIMBERLINE PROFESSIONAL TREE CA	$10,688.00
57553	05/14/2019		TOP GOLF USA, INC.	$78,349.10
57554	05/14/2019		TOWN PLANNING AND URBAN DESIGN	$10,071.82
57559	05/17/2019		A GRAPHIC RESOURCE, INC	$7,316.25
57564	05/17/2019		AMEREN MISSOURI	$7,927.34
57566	05/17/2019		ARROWHEAD ESTATES HOMEOWNER	$6,120.00
57568	05/17/2019		BAXTER RIDGE CONDOMINIUM ASSOC	$7,155.00
57570	05/17/2019		BAYWOOD VILLAGES CONDOMINIUMS	$6,440.00
57572	05/17/2019		BRANDYWINE CONDOMINIUMS	$6,920.00
57580	05/17/2019		COMPASS MINERALS AMERICA INC	$81,706.54
57610	05/17/2019		ST. LOUIS AREA HEALTH INSURANCE	$198,076.33
57621	05/17/2019		THOUSAND OAKS TOWNES HOMES	$5,580.00
57651	05/21/2019		COMPASS MINERALS AMERICA INC	$47,388.31
57669	05/21/2019		OATES ASSOCIATES	$8,077.50
57682	05/28/2019		CAPLACO MANAGEMENT COMPANY	$32,150.00
57696	05/28/2019		FRED WEBER INC.	$6,311.35
57707	05/28/2019		MCBRIDE & SON HOMES, INC.	$6,000.00

City of Chesterfield

Payment Register

Payments in Excess of $5000

From Payment Date: 5/1/2019 - To Payment Date: 5/31/2019

57720	05/28/2019	SHI INTERNATIONAL CORP	$7,496.91

City of Chesterfield
Excess Checks (=> $5,000)
June 2019

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT
6/25/2019	5021	THOMAS AND HUTTON ENGINEERING CO	CHESTERFIELD VALLEY STORM WATER MASTER PLAN	$ 29,433.20
6/7/2019	43932	CAPRI POOLS, LLC	CHEMICAL; INSTALL POOL GRATES	10,727.56
6/7/2019	43937	GREY EAGLE DISTRIBUTORS	BEVERAGES; BEVERAGES/BLUEGRASS FEST	9,210.30
6/7/2019	43943	R.L. MUELLER NATIONAL DIST. INC.	FOOD	6,507.67
6/7/2019	43944	SAM'S CLUB	MAY 2019 MONTHLY SAMS CLUB STATEMENT	7,444.34
6/11/2019	43956	CUSTOM PROPERTY SOLUTIONS LLC	TABLES	6,653.00
6/11/2019	43963	LOWE'S CREDIT SERVICES	APRIL/MAY 2019 MONTHLY LOWES STATEMENT	7,057.66
6/14/2019	43981	ALL AMERICAN PAINTING, LLC	POOL PAINTING	28,498.00
6/18/2019	44018	R.L. MUELLER NATIONAL DIST. INC.	FOOD	5,918.00
6/18/2019	44028	TOMASOVIC GREENHOUSES & NURSERY, INC	PLANT MATERIAL	5,501.30
6/25/2019	44042	AMEREN MISSOURI	17925 NORTH OUTER FORTY, CONCESSION B, ACCT# 0153089010	5,974.50
6/25/2019	44044	AMEREN MISSOURI	17925 NORTH OUTER FORTY, CONCESSION D/E, ACCT 5798504112	5,476.23
6/25/2019	44046	AMEREN MISSOURI	16365 LYDIA HILL RD, ACCT# 8780009313	6,244.42
6/25/2019	44076	PROS CONSULTING INC	PARKS MASTER PLAN SERVICES	5,262.77
6/5/2019	57744	TREASURER-ST. LOUIS COUNTY	POLICE COMMUNICATIONS CONTRACT	16,301.16
6/7/2019	57754	AMCON MUNICIPAL CONCRETE, LLC	2019 SELECTIVE SLAB REPLACEMENT A	379,009.14
6/7/2019	57766	CONTRACTORS & MUNICIPAL	2018 STREET SWEEPING; 2019 STREET SWEEPING	11,975.00
6/7/2019	57771	ENERGY PETROLEUM CO.	FUEL	34,433.69
6/7/2019	57774	FARINELLA NURSERY LANDSCAPE CONST. LLC	2018-2019 STREET TREES (EAB)	47,130.00
6/7/2019	57787	J. M. MARSCHUETZ	2019 SELECTIVE SLAB REPLACEMENT B; 2019 SELECTIVE SLAB REPLACEMENT C	322,789.38
6/7/2019	57791	KRUPP CONSTRUCTION, INC.	OLD RIVERWOODS GRATED TROUGH	23,710.00
6/7/2019	57793	LAMKE TRENCHING & EXCAVATING, INC.	2019 SIDEWALK REPLACEMENT-AREA A	154,216.35
6/7/2019	57810	SHI INTERNATIONAL CORP	MICROSOFT LICENSING	48,070.98
6/7/2019	57820	TIMBERLINE PROFESSIONAL TREE CARE	2019 STREET TREE REMOVAL	10,920.00
6/7/2019	57823	TOPE PLUMBING	15439 ROCKMOOR - SEWER LATERAL REPAIR	5,886.45
6/7/2019	57824	TOPE PLUMBING	73 MARCREST - SEWER LATERAL REPAIR	6,087.30
6/7/2019	57826	TOPE PLUMBING	14202 COBBLE HILL - SEWER REPAIR	5,222.10
6/7/2019	57828	TOPE PLUMBING	14409 MARMONT - SEWER REPAIR	5,984.30
6/11/2019	57836	AMEREN MISSOURI	LAND ACQUISITION FOR OLD CHESTERFIELD RD CULVERT REPLACEMENT	7,620.00
6/11/2019	57838	Delmar Gardens Enterprises	GRADING RELEASE-DELMAR GARDENS/HIGHLAND ON CONWAY, G-126-15	9,760.00
6/11/2019	57846	OPUS DESIGN BUILD, LLC	GRADING RELEASE-KRAUS FARM, G-102-16	25,000.00
6/14/2019	57863	AMEREN MISSOURI	690 CHESTERFIELD PKWY W-0627147004	16,416.34
6/14/2019	57870	Chesterfield Village Townhomes	SNOW REMOVAL REIMBURSEMENT	7,720.00
6/14/2019	57876	DANIEL JONES & ASSOCIATES P.C.	AUDIT BID FOR YEAR ENDING DEC 31, 2018	21,580.00
6/14/2019	57878	DELTA DENTAL OF MISSOURI	JUNE 2019 DENTAL SERVICES	14,192.79
6/14/2019	57890	GEORGE BUTLER ASSOCIATES, INC.	RIPARIAN TRAIL PROJECT-ENG. DESIGN AND	40,037.20
6/14/2019	57909	ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL	JUNE 2019 HEALTH INSURANCE	192,569.51
6/14/2019	57912	THE HARTFORD-PRIORITY ACCOUNTS	JUNE 2019 LIFE INSURANCE	8,766.44
6/18/2019	57932	KIESLER POLICE SUPPLY &	LAW ENFORCEMENT EQUIPMENT	5,142.00
6/20/2019	57968	SCI ENGINEERING, INC.	2019 CONSTRUCTION AND INSPECTION TESTING SERVICES	28,950.75
6/20/2019	57969	SHI INTERNATIONAL CORP	DESKTOP COMPUTERS & MONITORS	12,914.14
6/20/2019	57977	WIRELESS USA	VEHICLE CHANGEOVER	7,100.00
6/25/2019	57991	PNC BANK	JUNE 2019 MONTHLY PNC STATMENT	14,578.02
6/25/2019	57997	TIMOTHY ENGELMEYER	MAY & JUNE 2019 MONTHLY LEGAL SERVICES	6,750.00
6/28/2019	58012	ED ROEHR SAFETY PRODUCTS	DEPARTMENT SUPPLIES	17,895.78
				$ 1,648,637.77

Respectfully submitted by,
John Hughes, Finance Director

John Hughes

UPCOMING MEETINGS/EVENTS

A. **Thursday, July 18, 2019** – Planning & Public Works Committee (5:30pm)

B. **Monday, July 22, 2019** – Planning Commission (7pm)

C. **Monday, August 5, 2019** – Next City Council Meeting (7pm)

APPOINTMENTS

Mayor Nation has offered the re-appointment of Jeannie Rader to the Board of Adjustment. BOA members are appointed for a five-year term. The Board of Adjustment is a statutory committee and this appointment requires the approval of the City Council. **(Voice Vote)**

Mayor Nation has offered the appointment of Jane Staniforth to the Planning Commission to fill the vacancy created by the departure of now Councilmember Monachella. The Planning Commission is a statutory committee and this appointment requires the approval of the City Council. Ms. Staniforth was interviewed and recommended by the Planning and Public Works Committee by a vote of 3 – 0. Planning Commission members are appointed for a four year term. A copy of Ms. Staniforth's resume' has been provided in the City Council packet for your convenience and reference. **(Voice Vote) Planning & Public Works Committee recommends approval.**

City of Chesterfield

DATE: **July 9, 2019**

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

FROM: **Vickie J. Hass, City Clerk**

SUBJECT: **Statutory Committee Appointment/Reappointment**

Motion to approve appointment of Jane Staniforth to the Planning Commission was passed by a vote of 3-0 at the June 20, 2019 Planning and Public Works Committee meeting (resume attached):

Planning Commission
Jane Staniforth
19 Wheatley Court
Chesterfield, MO 63005
636-346-7604
staniforthjane@gmail.com
Ward IV
New term expires 6/5/23

Mayor Nation intends to nominate the following individual for reappointment at the July 15, 2019 City Council meeting:

Board of Adjustment
Jeannie Rader
362 Shetland Valley Court
Chesterfield, MO 63005
636-519-0949 – h
jrader362@aol.com
Ward IV
New term expires 8/4/24

Please add these appointment/reappointments to the July 15, 2019 City Council agenda.

JANE STANIFORTH

636.346.7604 • STANIFORTHJANE@GMAIL.COM • CHESTERFIELD, MO

EXPERIENCE

TRUSTEE • WILSON FARM ESTATES • CHESTERFIELD, MO • JAN. 2017 - PRESENT

- Co-leads annual subdivision meetings attended by residents of Wilson Farm Estates
  Meetings include discussion on annual budget, financial concerns, indentures, neighbor mediation, future projects
- Responsible for collecting assessments from over 135 residents
- Completes bookkeeping and bill management for the subdivision
- Tracks outstanding invoices and creates notices for residents
- Communicates directly with residents in regards to issues within the neighborhood
- Stays up to date on Chesterfield zoning issues relevant to Wilson Farm Estates in order to communicate those issues which impact our residents
- Attends quarterly/as-needed meetings with co-trustees to ensure all neighborhood issues/concerns are handled in a timely and attentive manner

BOARD MEMBER • CLAYMONT PRESCHOOL • BALLWIN, MO • 2000 - PRESENT

Recording Secretary, Chairman, Parent Liaison

- Attends monthly/quarterly board meetings concerning the current status and future progress of the preschool
- Responsible for recording the minutes at each board meeting
- Drafts and sends each attendee thorough minutes from each board meeting
- Assists in decision-making in regards to the financial and overall interests of the preschool including curriculum and security issues
- Communicates parents' concerns to the board to ensure open lines of dialogue between parents of preschoolers and preschool board

RESOURCE TEACHER • SPECIAL SCHOOL DISTRICT • AUG. 1979 - MAY 1985

Selvidge Junior High School

- Responsible for writing Individual Education Programs catered to each student based on individual need
- Worked with individual students to facilitate learning in a controlled, safe, and positive enviornment
- Communicated with parents on child's progress and future trajectory within the school

EDUCATION

Southern Methodist University • Dallas, TX • Bachelor of Science • Psychology

SKILLS

Strong written & verbal communication skills, organization, public speaking, teaching, Microsoft Office

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Mastorakos
Vice Chair: Councilmember Monachella

The Planning and Public Works Committee has the following action items for the July 15, 2019 City Council Meeting.

Monarch Center - Partial Amended Sign Package
A request for a Partial Amended Sign Package for Lot A (Edison Express) of Monarch Center. **(Voice Vote) Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended.**

City Policy PDS-002 – Special Cash Escrows
In accordance with City Code Section 31-02—12, developers are required to guarantee completion of required improvements in accordance with the approved improvement plans. Special Cash Escrows are utilized to guarantee required improvements that cannot be constructed concurrent with development and are therefore not included as part of the typical Construction and Maintenance Deposits. Special Cash Escrows are held and tracked by the City until they can be incorporated into an adjacent development project and/or can completed by the City, County, and/or MoDOT as part of a capital project.
(Voice Vote) Planning & Public Works Committee recommends approval.

NEXT MEETING
The next meeting of the Planning & Public Works Committee is scheduled for Thursday, July 18, 2019.

If you have any questions, please contact Director of Public Works/City Engineer Jim Eckrich, Director of Planning and Development Services Justin Wyse, or me prior to Monday's meeting.

MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: Justin Wyse, Director of Planning & Development Services
James Eckrich, Director of Public Works/City Engineer

SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, June 20, 2019

A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, June 20, 2019 in Conference Room 101.

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

Also in attendance were: Mayor Bob Nation; Councilmember Michelle Ohley (Ward IV); Planning Commission Chair Merrell Hansen; Jim Eckrich, Director of Public Works/City Engineer; Justin Wyse, Director of Planning & Development Services; 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 May 9, 2019 Committee Meeting Summary

Councilmember Hurt made a motion to approve the Meeting Summary of May 9, 2019. The motion was seconded by Councilmember DeCampi and **passed by a voice vote of 3-0.**

Chair Mastorakos made a motion to suspend the rules and move New Business Item A (Planning Commission Nominee Interview) and New Business Item B (Special Cash Escrows-Proposed Policy) before Unfinished Business. The motion was seconded by Councilmember Hurt and **passed by a voice vote of 3-0.**

III. NEW BUSINESS

A. Planning Commission Nominee Interview

Chair Mastorakos introduced Planning Commission nominee Jane Staniforth and stated that Jane has been nominated to replace Mary Monachella.

Ms. Staniforth was advised as to when the Planning Commission meetings took place and what would be expected of her. The role of a Planning Commissioner was discussed and how it differed from an elected official's role.

In response to Ms. Staniforth's question regarding the role public opinion plays in Planning Commission decisions, Chair Mastorakos stressed that the City Council is very cognizant of citizen input because they have been elected by the residents and they represent the residents.

DRAFT

Ms. Staniforth stated that she grew up in West County and has lived in Chesterfield since 1980. Chesterfield is very dear to her and she is very much Interested in the future of the City. She has been very involved in the Comprehensive Plan review process and has worked with Merrell Hansen on Planapalooza activities.

In response to Councilmember Hurt's question regarding current and future planning and zoning decisions, Ms. Staniforth indicated that while she has not always agreed with some of the decisions made, she believes Chesterfield's development is heading in the right direction. She is pleased with the development of the Valley and likes that industrial development is situated further west.

Chair Mastorakos made a motion to forward the Planning Commission nomination of Jane Staniforth to City Council with a recommendation to approve. The motion was seconded by Councilmember DeCampi and **passed by a voice vote of 3-0.**

B. Special Cash Escrows – Proposed Policy

STAFF REPORT

Justin Wyse, Director of Planning and Development Services, stated that City Code requires developers to either install or guarantee completion of certain improvements associated with development projects. Special Cash Escrows are utilized when required improvements cannot be constructed concurrent with the development. In order to clearly define the conditions that warrant acceptance of a Special Cash Escrow, the required amount of a Special Cash Escrow, and to formalize how these Escrows will be accepted, tracked, and released, Staff is proposing City Policy PDS-02.

To date, the City has accepted 78 Special Cash Escrows, of which 22 have been completed with the associated deposits being released, and with the remaining 56 being held by the City. Nine of the 56 have been completed but cannot be returned for various reasons or were completed by the City. Staff is, therefore, recommending that these 9 escrows, amounting to $56,970, be transferred to the Capital Projects Fund for use on future City Projects.

Councilmember DeCampi made a motion to direct Staff to transfer $56,970 to the Capital Projects Fund and to forward to City Council a recommendation to approve proposed City Policy PDS-02. The motion was seconded by Councilmember Hurt and **passed by a voice vote of 3-0.**

[Please see the attached report prepared by Justin Wyse, Director of Planning and Development Services, for additional information on Special Cash Escrows – Proposed Policy.]

II. UNFINISHED BUSINESS

A. Monarch Center, Partial Amended Sign Package: A request for a Partial Amended Sign Package for Lot A (Edison Express) of Monarch Center. (Ward 2)

STAFF REPORT

Justin Wyse, Director of Planning and Development Services, presented the request for a partial amendment to the existing Sign Package for Lot A of the Monarch Center Development, which contains the Edison Express convenience store, gas station, car wash and restaurant. The applicant is requesting additional signage for the new Schlotzsky's restaurant.

DRAFT

Immediately north of the development there is a dentist's office that is part of the Monarch Center Development. To the east is a large undeveloped area that was originally envisioned as another retail area, however, since that time, St. Louis Family church has purchased that property.

Mr. Wyse gave a brief history of the current sign package stating that it was approved in 2016 and 2017. In April of this year, the Planning Commission reviewed a request for an amendment to the sign package which was denied by a vote of 7-0. Subsequently, Power of Review was called. At the May 9, 2019 Planning & Public Works Committee meeting, there was discussion regarding several revisions to the sign package and the Committee forwarded the request back to the Planning Commission for consideration of those revisions.

At the May 29, 2019 Planning Commission meeting, a motion was passed by a vote of 4-2 to recommend approval of the request with an amendment to remove the proposed 78.76 square foot flipframe sign from the west elevation.

Mr. Wyse then summarized the signage currently approved, the original signage request of April 2019, and the revised signage request, as follows:

1. **West Elevation –** This elevation faces Long Road. The Applicant modified signs 1 and 2 and addressed the spacing between the two signs to comply with the size requirement of a maximum of 55 sq. ft., therefore, a sign permit was issued. The existing Edison Express sign in the center of the building has not changed. Sign 3, the proposed flipframe, was reduced in size, but the Planning Commission did not approve this sign.

Figure 4: West Elevation—Approved wall signage

Figure 5: West Elevation—REVISED Requested wall signage (May 2019)

Sign #	Currently Approved	REVISED Request (May)	Original Request (April)
1	1 sign, 55 sqft	1 sign, **35.3 sqft** (can be approved)	1 sign, 62.9 sqft
2	No sign in this location	1 sign, 9.2 sqft	1 sign, 9.2 sqft
3	No sign in this location	1 flipframe sign, **78.76 sqft**	1 flipframe sign, 87.55 sqft

2. **<u>North Elevation</u> –** This elevation faces the dental office. A large mural was included in the original request and the Applicant has since removed that request. The branded awnings will be replaced with solid black awnings.

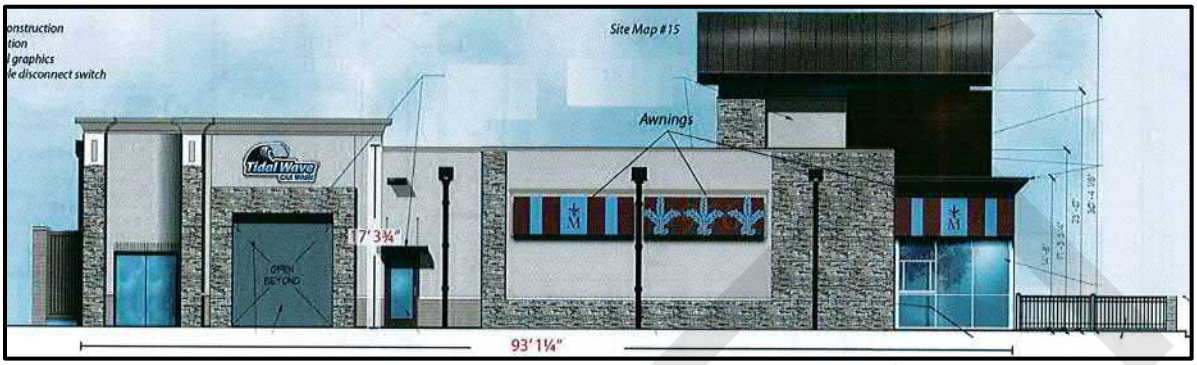

Figure 6: North Elevation—Approved wall signage

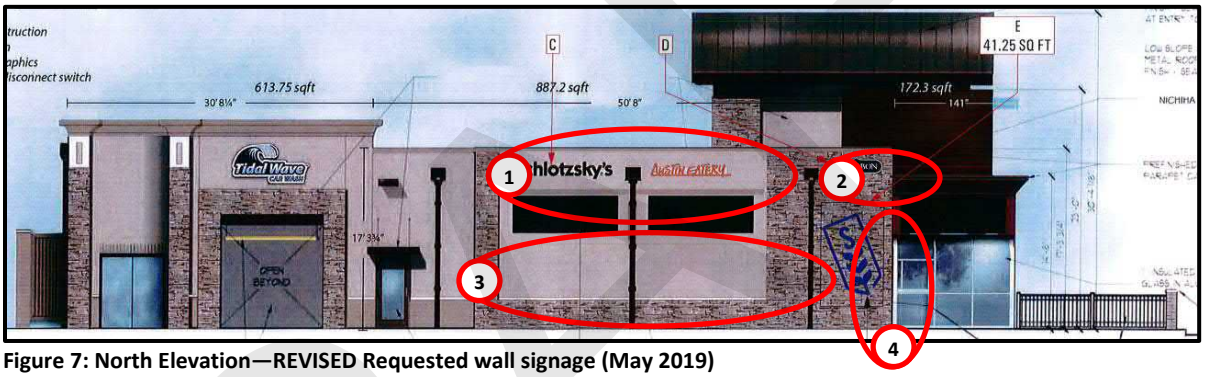

Figure 7: North Elevation—REVISED Requested wall signage (May 2019)

Sign #	Currently Approved	REVISED Request (May)	Original Request (April)
1	No sign in this location	2 signs, totaling 34.2 sqft	2 signs, totaling 34.2 sqft
2	No sign in this location	1 sign, 9.2 sqft	1 sign, 9.2 sqft
3	No sign in this location	**No sign in this location**	1 graffiti mural, 137 sqft
4	No sign in this location	1 sign, 41.25 sqft	1 sign, 41.25 sqft

DRAFT

3. **South Elevation –** This elevation faces Edison Road. The Applicant is requesting signs 1 and 2 for which the Planning Commission had no objections.

Figure 8: South Elevation—Approved wall signage

Figure 9: South Elevation—REVISED Requested wall signage (May 2019)

Sign #	Currently Approved	REVISED Request (May)	Original Request (April)
1	No sign in this location	1 sign, totaling 27.9 sqft	1 sign, totaling 27.9 sqft
2	No sign in this location	1 sign, 9.2 sqft	1 sign, 9.2 sqft

DISCUSSION

Merrell Hanson, Planning Commission Chair, explained that she and Commissioner Wuennenberg voted against approval of the sign package because they did not like the flipsign, and felt that the number of proposed signs make the site very cluttered and confusing.

Councilmember DeCampi stated that "cluttered and confusing signage" are marketing issues that the business owner should deal with, not City officials. The business owners know how to market their products better than the Planning Commission or City Council. He, therefore, supports the retailer in promoting their business.

In response to Councilmember Ohley's question, Mr. Wyse stated that all of the signs are lighted except for #4 on the north elevation. Councilmember DeCampi pointed out that there is no residential area nearby and the signage is consistent with the surrounding area.

There was further discussion on the number of additional signs being requested, their size, and placement on the north, south and western facades. Chair Mastorakos stated that while visiting the site, she was very confused with the current signage and commented on the busyness of the site with the number of cars coming and going. She added that she was almost hit while trying to maneuver around the site.

There was discussion regarding the need for signage on the north elevation as that side is not visible from Edison Road. Councilmember DeCampi again stated that the Committee is trying to make marketing decisions for the Applicant. If the Applicant installs signage that is wasted, that is his decision. Marketing/sales is a multi-faceted concept and he is not going to question Schlotsky's reasoning for placing a sign on the north elevation. Councilmember Ohley stated that it is the City's job to ensure public safety. With the excessive use of signage and busyness of this site, this becomes a public safety issue. Chair Mastorakos stated that the UDC includes review factors that are to be considered by the Planning Commission when discussing the appropriateness of requested flexibility in sign criteria, "Mitigation of unfavorable conditions such as excessive signs, light spillover from signs, height, and other related conditions and potentially negative impacts."

The Applicant, Mace Nosovitch, addressed the following concerns:

1. North elevation. While Mr. Nosovitch agreed that signage would not be visible on that side as the dental office blocks the view, he noted that a lighted sign would make it more noticeable. He also questioned why the Committee is concerned about signage on this elevation since it cannot be seen.
2. Sign 4 on the north elevation is not lit. It is a stainless steel die-cut sign with paint over it to match the Schlotsky's logo, and is considered an art piece.
3. Cluttered appearance - This is a 12,000 sq. ft. building on 2.6 acres. It is not just a standalone fast food restaurant asking for a bunch of signs. Signage for this site should be compared to signage around the outlet mall, which advertises several businesses that need representation. The amended sign package is the bare minimum of Schlotsky's original request. This signage is their corporate image. They have already given up the graffiti mural that will be installed on every other restaurant across the St. Louis area. The Chesterfield location will be the only one that does not have one.

Councilmember Ohley pointed out that if all the requested signage is approved, then a future business will be allowed the same amount of signage. She understands the Applicant's point, but the total number of square footage is too much, which is her reasoning for eliminating the sign on the north elevation.

Chair Mastorakos made a motion to approve the Partial Amended Sign Package with a recommendation to approve a total of 38 sq. ft. of additional signage that can be applied to any elevation in addition to the existing approved signage. The motion was seconded by Councilmember Hurt.

Discussion after the Motion

Councilmember Hurt stated that he is in agreement with signs 1 and 2 on all elevations, but not signs 3 and 4 as they are pedestrian oriented. Councilmember Hurt then suggested allowing an additional 38 sq. ft. of signage on the north and south elevations only limited to locations 1 and 2 as shown in the submittal. Councilmember DeCampi stated that this is a purely commercial area that is not surrounded by residential. If he thought it would be an eyesore, he would not approve it. He further stated that he would be inclined to accept Councilmember Hurt's suggested

amendment. Chair Mastorakos stated that she would prefer to eliminate the sign on the north side.

Councilmember Hurt made a motion to amend the motion to approve an additional 38 sq. ft. of signage for the north and south elevations limited to locations 1 and 2, as shown in the submittal. The motion was seconded by Councilmember DeCampi.

Discussion after the Amended Motion
The Applicant expressed his displeasure with any reduction of total signage on the north elevation as it would become unreadable.

The amendment to the motion passed by a voice vote of 2-1 with Chair Mastorakos voting nay.

The original motion, as amended, passed by a voice vote of 2-1 with Chair Mastorakos voting nay.

[Please see the attached report prepared by Justin Wyse, Director of Planning and Development Services, for additional information on Monarch Center, Partial Amended Sign Package.]

IV OTHER

V. ADJOURNMENT

The meeting adjourned at 6:49 p.m.

DRAFT

Memorandum
Department of Planning & Development Services

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning and Development Services

Date: July 15, 2019

RE: **Monarch Center, Partial Amended Sign Package:** A request for a Partial Amended Sign Package for Lot A (Edison Express) of Monarch Center.

Summary

Edison Real Estate, LLC has submitted a request for a partial amendment to the existing Sign Package for Lot A of the Monarch Center Development, which contains the Edison Express convenience store, gas station, car wash, and restaurant. The purpose of the amendment is to request additional signage in conjunction with the installation of a new tenant in the restaurant portion of the building. The request is limited to the Edison Express development and no changes are requested to the signage requirements for the lots within the Monarch Center development.

This project was reviewed by the Planning Commission at the April 22, 2019 meeting at which time a motion to deny the request was passed by a vote of 7-0.

Subsequently, Power of Review was exercised in accordance with Section 31-02-20 of the Unified Development Code. On May 9, 2019 the Planning and Public Works Committee met and discussed the Partial Amended Sign Package and passed a motion to return the request back to Planning Commission for consideration of revisions made by the applicant following the April meeting.

On May 29, 2019 the Planning Commission passed a motion to approve the Partial Amended Sign Package with an amendment to remove the 78.76 square foot flipframe sign from the west elevation by a vote of 4-2.

The Planning and Public Works Committee subsequently considered this item at their June 20, 2019 meeting and passed a motion to recommend approval with an amendment to approve an additional 38 square feet of signage for the north and south elevations limited to locations 1 and 2 as shown in the submittal.

Attached to this report please find a copy of the May 29th Planning Commission Staff Report and the Partial Amended Sign Package submittal.

Attachments: May 29, 2019 Planning Commission Staff Report
Partial Amended Sign Package Submittal

Figure 1: Monarch Center, Lot A (Edison Express)

VII. A.

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

Planning Commission Staff Report

Project Type: Partial Amended Sign Package

Meeting Date: May 29, 2019

From: Andrew Stanislav, Planner

Location: Northeast quadrant of Long Road and Edison Avenue

Description: **Monarch Center, Partial Amended Sign Package**: A request for a Partial Amended Sign Package for Lot A (Edison Express) of Monarch Center.

PROPOSAL SUMMARY

Edison Real Estate, LLC has submitted a request for a partial amendment to the existing Sign Package for Lot A of the Monarch Center Development, which contains the Edison Express convenience store, gas station, car wash, and restaurant. The purpose of the amendment is to request additional signage in conjunction with the installation of a new tenant in the restaurant portion of the building. The request is limited to the Edison Express development and no changes are requested to the signage requirements for the lots within the Monarch Center development. A previous Sign Package request was approved in three separate parts by the Planning Commission in late 2016/early 2017. **The current request is for additional signage and revisions to the signage associated with the restaurant tenant as detailed in the matrix provided by the applicant. All other existing and/or future signage shall conform to the existing approved Sign Package.**

Figure 1: Monarch Center, Lot A (Edison Express)

The current request was originally considered by the Planning Commission on April 22, 2019 at which time a motion to deny the request passed by a vote of 7-0. Subsequently, Power of Review was called and Planning and Public Works Committee passed a motion on May 9, 2019 to return the Partial Amended Sign Package to the Planning Commission to consider revisions made by the applicant to the original request.

Figure 2: Edison Express wall signage on west elevation (March 2017)

HISTORY

On February 5, 2007, the City of Chesterfield approved Ordinance 2334 which rezoned the property from "NU" Non-Urban District to "PC" Planned Commercial District. Subsequently, the property owner submitted a request for an ordinance amendment in 2013. Per the property owner's request, in August 2013, the City of Chesterfield approved Ordinance 2753 to allow for the addition of a 0.85 acre parcel of land (zoned "M-3") to be rezoned and included under the same planned district ordinance, resulting in a new "PC" Planned Commercial District totaling 10.97 acres. Ordinance 2753 also amended various building and parking setbacks and made modifications, such as a slight increase in the allowable floor area permitted within the development, to account for the addition of land. The requirement that a Sign Package be submitted for this development was specifically included by the Planning Commission during the initial zoning. This requirement remained in place when the site specific ordinance was amended by Ordinance 2753, which currently governs the site.

In September of 2014, the Site Development Section Plan for the Edison Express development was approved by the Planning Commission and City Council. Subsequently, the Site Development Section Plan and Architectural Elevations were amended in 2015 and 2016 to permit for minor revisions. The Boundary Adjustment Plat establishing the three lots was also approved in 2015. A previous Sign Package request was approved in three separate parts by the Planning Commission in late 2016/early 2017.

In 2018, Ordinance 3006 removed Lot C of the Monarch Center development and incorporated it into St. Louis Family Church's campus. At the time of development of this lot, the new property owners will be able to file a separate Sign Package application to remove Lot C from the current Monarch Center Sign Package.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The land use and zoning for the properties surrounding this parcel are as follows:

North: The property to the north of the subject site is currently zoned "PI" Planned Industrial District (Pohlman Industrial Park).

South: The property to the south of the subject site is currently zoned "PC" Planned Commercial District and is currently vacant (Edison Crossing).

East: The property to the east of the subject site is currently zoned "PI" Planned Industrial District (St. Louis Family Church).

West: The property to the west of the subject site is currently zoned "PC" Planned Commercial District (Monarch Fire Protection District and Tower Centre).

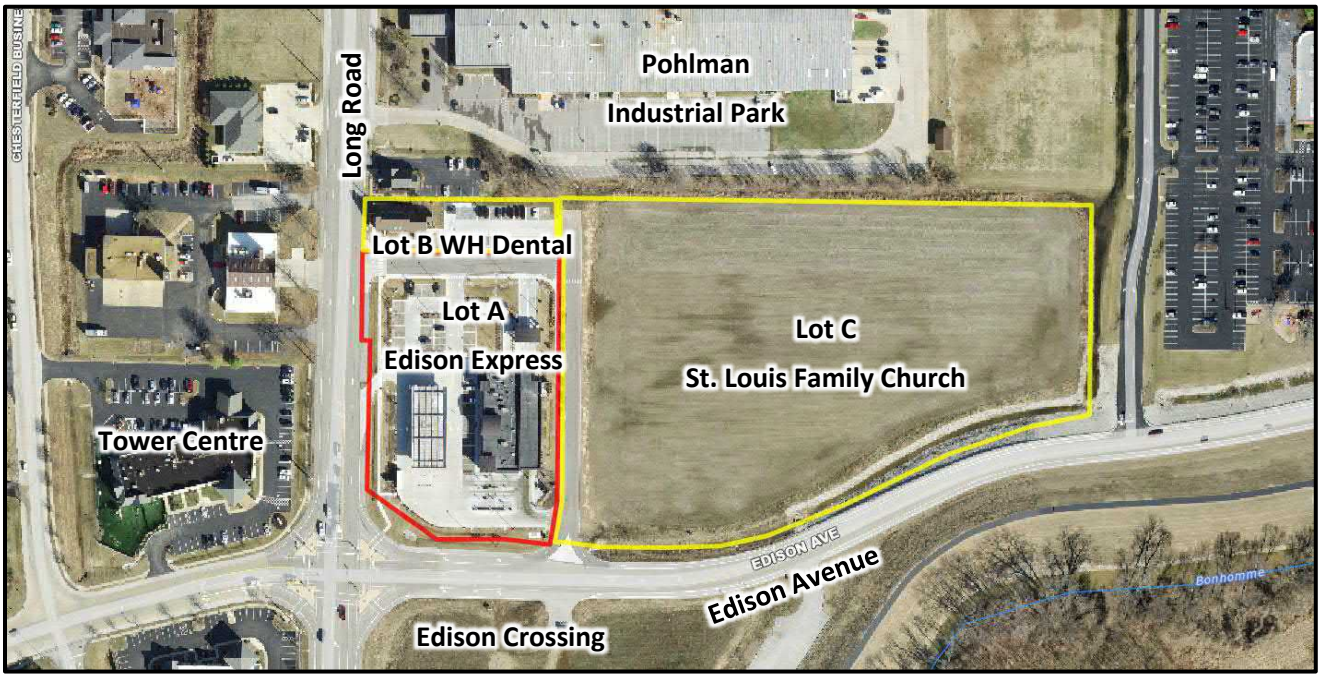

Figure 3: Surrounding Developments

COMPREHENSIVE PLAN ANALYSIS

The Comprehensive Plan serves as the City's guiding document in implementing the Community's vision for development. There is one specific Plan Policy pertaining to signage that has been adopted as part of the Comprehensive Plan, as follows:

- **Plan Policy 3.4.1 Preserve Aesthetics and Public Safety –** To preserve the high aesthetic quality and public safety interests along the corridor and other major highways/roads, signs of ever-increasing size, brightness and garishness should be prohibited.

SUBMITTAL OVERVIEW

This Sign Package request is specific to attached wall signage on the west, north, and south elevations of the Edison Express convenience store, gas station, carwash, and restaurant building. A panel change on the monument sign is also shown; however, this change is already permitted under the existing sign package, as well as replacement of the former McArthur's wall sign on the west elevation with a new wall sign of equal or lesser size. All other signage throughout the Monarch Center will conform to the requirements established in the existing Sign Package. The signage requests for each elevation will be presented separately in the following sections of this report, and the revisions made in May 2019 from the original submittal considered by the Planning Commission on April 22, 2019 are also identified.

1. **<u>West Elevation, Attached Wall Signage</u> –** The west elevation is the primary building elevation and is parallel to Long Road. The following images compare the approved attached wall signage to the revised request, and the areas where a change in signage is requested are identified in red. A table after each set of images provides information about the size and number of signs proposed in both the original (April) and revised (May) request. Note that while the current request calculates each element of each existing and proposed sign separately, the existing Sign Package grouped the elements of each sign together for calculations purposes. For the purposes of making an accurate comparison, the west elevation total signage table below shows both the original size calculations as presented in the previously approved Sign Package for the existing signs that are proposed to remain as well as the calculation method used in both more recent submittals where signage elements are separated. **Revisions between the original (April) and revised (May) requests are identified in the tables provided as red boldened text.**

Figure 4: West Elevation—Approved wall signage

Figure 5: West Elevation—REVISED Requested wall signage (May 2019)

Sign #	Currently Approved	REVISED Request (May)	Original Request (April)
1	1 sign, 55 sqft	1 sign, **35.3 sqft** (can be approved)	1 sign, 62.9 sqft
2	No sign in this location	1 sign, 9.2 sqft	1 sign, 9.2 sqft
3	No sign in this location	1 flipframe sign, **78.76 sqft**	1 flipframe sign, 87.55 sqft

West Elevation Total Signage		
	Square Feet	**% of Elevation**
Currently Approved	211.1	6.8
REVISED Request (May) – Existing Signage Grouped	279.36	9.1
REVISED Request (May)– Existing Signage Separated	186.21	6.1
Original Request (April)– Existing Signage Grouped	315.75	10.2
Original Request (April)– Existing Signage Separated	241.91	7.8

2. **North Elevation, Attached Wall Signage –** The north elevation contains the drive-thru for the restaurant tenant space. The branded awnings that are currently installed are proposed to be replaced with solid black awnings. The following images compare the approved attached wall signage to the revised request, and the areas where a change in signage is requested are identified in red. A table after each set of images provides information about the size and number of signs proposed. **Revisions between the original (April) and revised (May) requests are identified in the tables provided as red boldened text.**

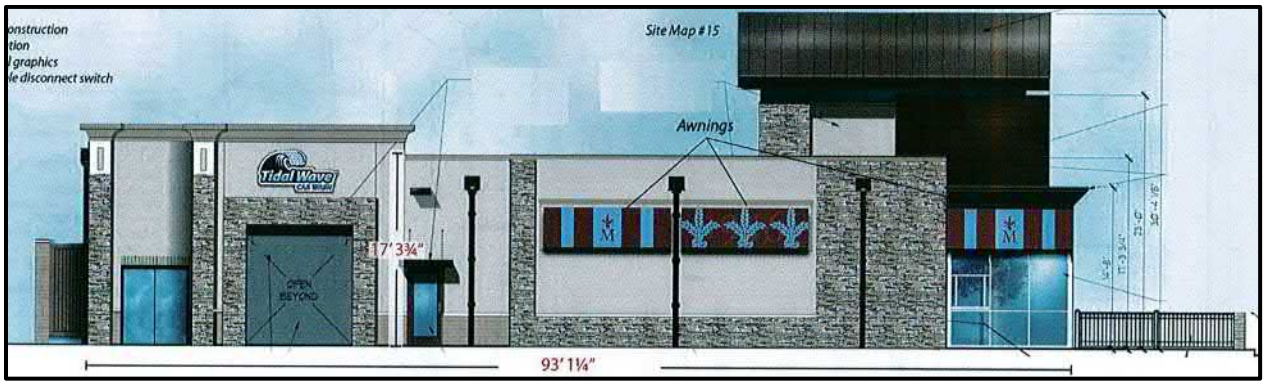

Figure 6: North Elevation—Approved wall signage

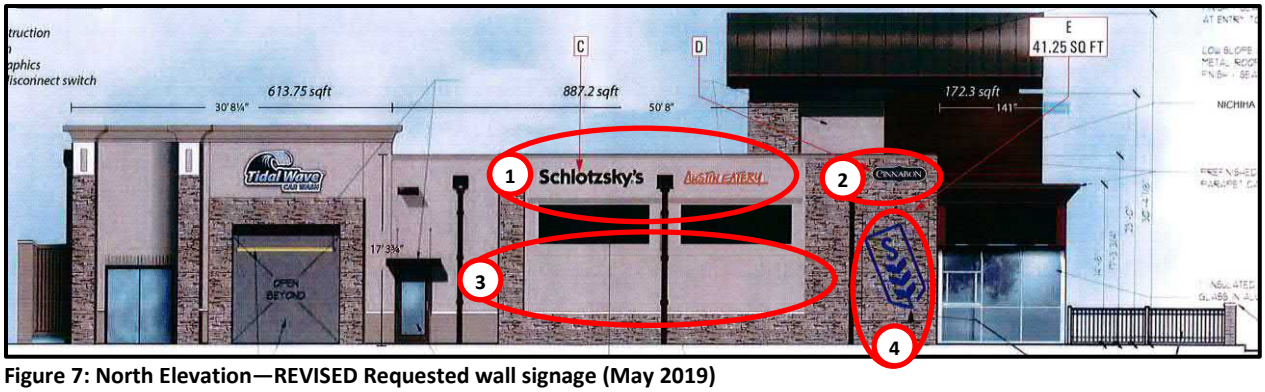

Figure 7: North Elevation—REVISED Requested wall signage (May 2019)

Sign #	Currently Approved	REVISED Request (May)	Original Request (April)
1	No sign in this location	2 signs, totaling 34.2 sqft	2 signs, totaling 34.2 sqft
2	No sign in this location	1 sign, 9.2 sqft	1 sign, 9.2 sqft
3	No sign in this location	**No sign in this location**	1 graffiti mural, 137 sqft
4	No sign in this location	1 sign, 41.25 sqft	1 sign, 41.25 sqft

North Elevation Total Signage		
	Square Feet	% of Elevation
Currently Approved	31.3	1.8
REVISED Request (May)	115.95	6.9
Original Request (April)	252.95	15.1

3. **<u>South Elevation, Attached Wall Signage</u> –** The south elevation is situated parallel to Edison Road. The following images compare the approved attached wall signage to the revised request, and the areas where a change in signage is requested are identified in red. A table after each set of images provides information about the size and number of signs proposed. **There are no revisions proposed between the original (April) and revised (May) requests.**

Figure 8: South Elevation—Approved wall signage

Figure 9: South Elevation—REVISED Requested wall signage (May 2019)

Sign #	Currently Approved	REVISED Request (May)	Original Request (April)
1	No sign in this location	1 sign, totaling 27.9 sqft	1 sign, totaling 27.9 sqft
2	No sign in this location	1 sign, 9.2 sqft	1 sign, 9.2 sqft

South Elevation Total Signage		
	Square Feet	% of Elevation
Currently Approved	31.3	1.8
REVISED Request (May)	68.4	4.13
Original Request (April)	68.4	4.13

STAFF ANALYSIS

This partial amended Sign Package request for the Edison Express development considerably increases the amount of signage on each of the three impacted elevations. The request does not propose eliminating any signage elsewhere within the development to compensate for or mitigate the requested increase with the exception of the removed signage from the north elevation awnings. While there are multiple uses within this building, the proposed signage for the restaurant tenant is spread across three elevations rather than being contained to the exterior walls of the particular tenant space.

The applicant has reduced the amount of additional signage requested as part of this partial amended Sign Package since Planning Commission's original consideration of the request on April 22, 2019 as identified in the tables on the previous pages of this report.

The purpose of a sign package, which serves as the mechanism for allowing modifications to the UDC sign regulations, is to provide comprehensive, complementary, and unified signage throughout a development. The UDC states that "in order to encourage superior design, quality and character, comprehensive sign packages allow for specialized review of signs and flexibility from standard signage requirements."

The UDC includes the following review factors that are to be considered by the Planning Commission when discussing the appropriateness of the requested flexibility in sign criteria:

1. The physical impact of the proposed comprehensive sign package;
2. The quality of the proposed comprehensive sign package; and
3. Mitigation of unfavorable conditions such as excessive signs, light spillover from signs, height, and other related conditions and potentially negative impacts.

RECOMMENDATION

Staff has reviewed the proposed partial amended Sign Package for Monarch Center, Lot A (Edison Express) and all required items have been included. Staff recommends that the Planning Commission take action on this request.

MOTION

The following options are provided to the Planning Commission for consideration relative to this application:

1) "I move to approve (or deny) the partial amended Sign Package for Monarch Center, Lot A (Edison Express)."

2) "I move to approve the partial amended Sign Package for Monarch Center, Lot A (Edison Express) with the following conditions……." (Conditions may be added, eliminated, altered or modified)

Attachments: Revised Partial Amended Sign Package Submittal (May 2019)

Schlotzsky's® CINNABON

Sales: Rhonda Lambert
Project Manager: Andrea Cooksey

158 Long Rd
Chesterfield, MO 63005

Edison Express Amended Sign Package

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Courtesy of
Design Team
SIGN COMPANY LLC.
731-925-4448 • 800-953-3744 • Fax 731-926-2022
www.designteam.net

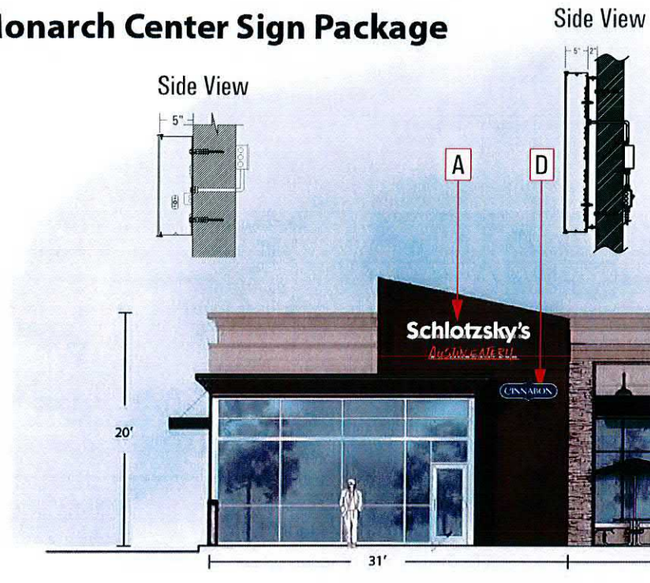
West Elevation

A	18" Wireway Mounted Channel Letters - Stacked
D	22"x 60.2" Cinnabon Wall Cabinet
F	Flipframe Wall Sign

35.3 sqft

9.2 sqft

Monarch Center Sign Package

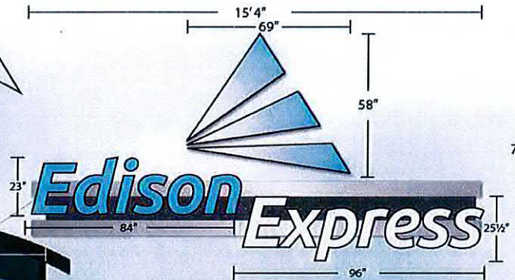


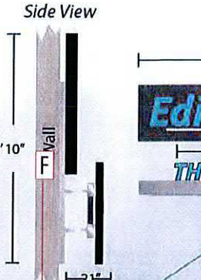
Schlotzsky's Store Frontage
20'x 31' = 620 Sq Ft
10% = 62 Sq Ft
SAE = 35.3 Sq Ft
Cinnabon = 9.2 Sq Ft
Total = 44.5 Sq Ft

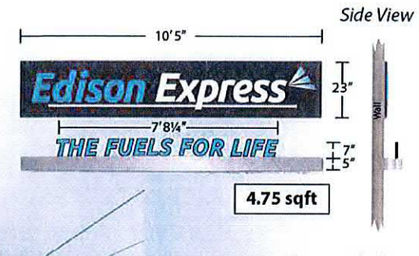
Edison Express Main Entrance		
Logo	58"h x 69"w =	4,002 sqin
Edison	23"h x 84"w =	1,932 sqin
Express	25½" x 96"w =	2,448 sqin
TOTAL		*8,382 sqin*
8,382 / 144	=	**58.21 sqft**

One-sided Illuminated Wall Sign

Site Map #10







4.75 sqft

One-sided Illuminated Wall Sign

Site Map #9

Total Frontage = 3077 sqft
5% = 153.85
Total Area of ALL Signs = 186.21

Edison Express Store Frontage
20'x 117' = 2340 sqft
4'8½"x 24'10¼" = 117 sqft
2340 + 117 = 2457sqft
5% = 122.85
Signs = 141.71

Snap Frame
Artwork & Promotional
78.755F

WEST ELEVATION

Rev 1: CM 2-14-19 Moved Cinnabon Sign; Added Flipframe
Rev 2: JAC 3-28-19 Updated Square Footage; Changed to "West Elevation"
Rev 3: BAW 4-24-19 Updated form 24" to 18" Added Signage w/ Mensurements
Rev 4: CM 4-30-19 Removed Flipframe
Rev 5: CM 5-2-19 Added Flipframe Back to Scope
Rev 6: MDS 5-8-19 Updated Elevation Notes and Removed White Background on Flipframe

Design Team SIGN COMPANY LLC.

Designer: MEB	Date: 2-5-19	Option #1 - MEB
Client: Schlotzsky's - 158 Long Rd		
File Path: z/Restaurant/Schlotzskys/ChesterfieldMO/CP		

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Signature: _____
I have reviewed this proof in regard to: Sign type; order quantity, and accuracy of icons, symbols, and text (e.g. spelling capitalization, punctuation)
Print Name: _____
Date: _____

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South Elevation

B	16" Wireway Mounted Channel Letters - Perfed & Stacked
D	22"x 60.2" Cinnabon Wall Cabinet

Monarch Center Sign Package

113.8"

16"

Schlotzsky's®

AUSTIN EATERY

27.9 sqft

35.3"

12.8"

84.4"

- *Aluminum channel construction*
- *LED internal illumination*
- *Acrylic face with vinyl graphics*
- *UL Listed with lockable disconnect switch*

94"

48"

Tidal Wave™ CAR WASH

31.3 sqft

60.2"

22"

CINNABON

9.2 sqft

D

B

392.2 sqft

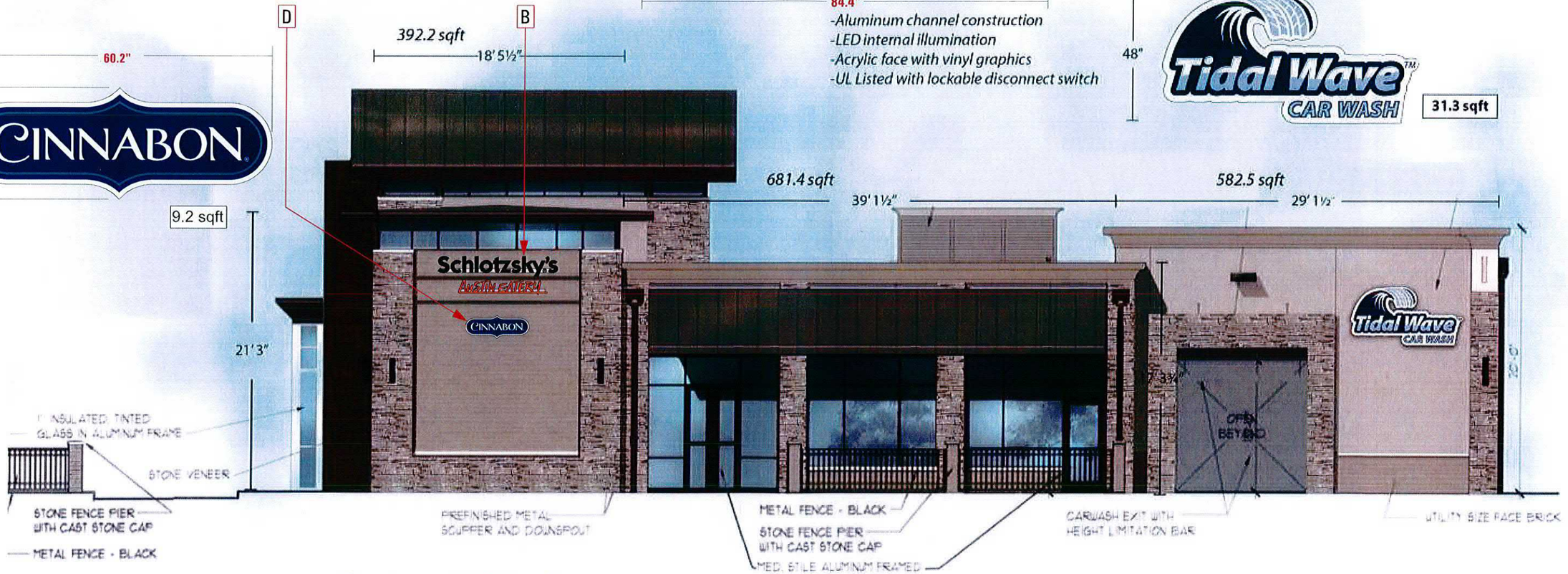
18' 5½"

681.4 sqft

39' 1½"

582.5 sqft

29' 1½"



One-sided Illuminated Wall Sign

Frontage = 1656.1 sqft
6% = 99.4 sqft
All Signs= 68.4 Sq Ft

SOUTH EL

Rev 1: Updated Square Footage - JAC - 3/29/19
Rev 2: BAW 4-24-19 Added Sizes
Rev 3:
Rev 4:
Rev 5:

Design Team SIGN COMPANY LLC.

Designer: MEB	Date: 2-5-19	Option #1 - MEB
Client: Schlotzsky's - 158 Long Rd		
File Path: z/Restaurant/Schlotzskys/ChesterfieldMO/CP		

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MSSA MID SOUTH SIGN ASSOCIATION INC

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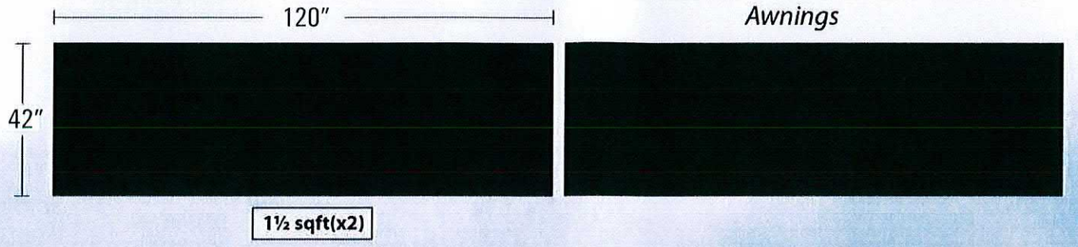
North Elevation

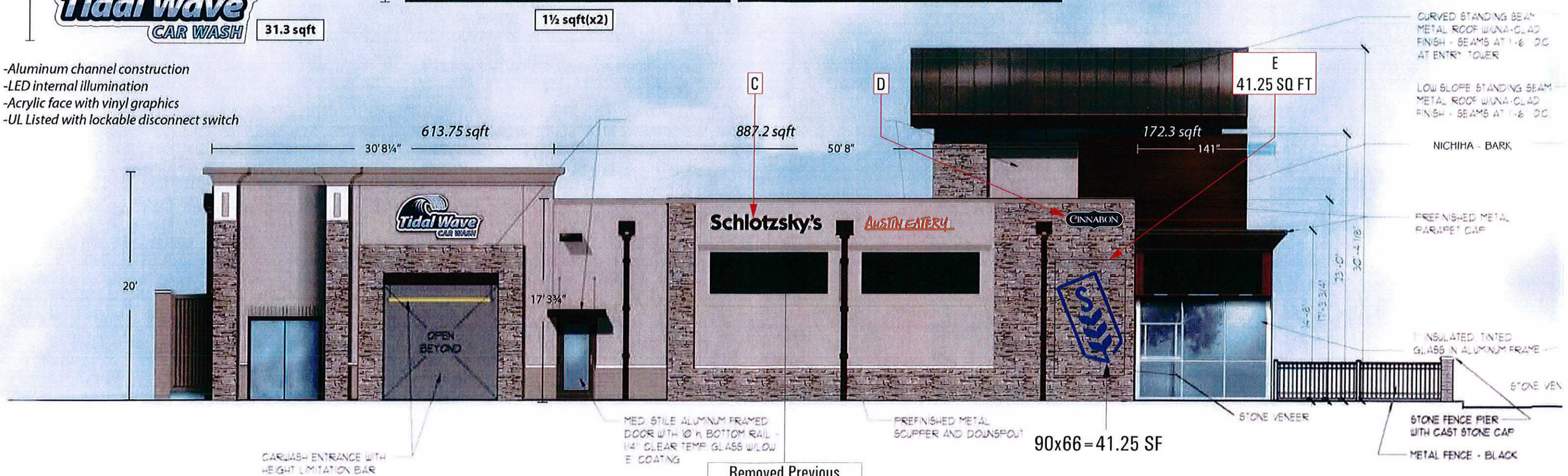
C	16" Wireway Mounted Channel Letters - Perfed
D	22"x 60.2" Cinnabon Wall Cabinet
E	Wheat S Symbol on 1/8" Alum. Backer 90" x 66"
F	Graffiti Mural 68.5" x 288"

Monarch Center Sign Package

-Aluminum channel construction
-LED internal illumination
-Acrylic face with vinyl graphics
-UL Listed with lockable disconnect switch



- Black Corrugated Metal to go over Existing Frames



Frontage = 1673.25 sqft
5% = 83.7 sqft
All Signs= 115.9 Sq Ft

Removed Previous Branded Sign Awnings Replace w/Black Neutral

Rev 1: CM 2-14-19 Added Graffiti Mural, Revised Awning Material
Rev 2: JAC 3-29-19 Updated Wheat Mural, Added and Updated Square Footage
Rev 3: BAW 4-24-19 Removed Graffi Mural, Moved Schlotzskys closer to AE, Updated SQFT
Rev 4: CM 5-2-19 Added Notes; Revised Signage
Rev 5:

Design Team SIGN COMPANY LLC.

Designer: MEB	Date: 2-5-19	Option #1 - MEB
Client: Schlotzsky's - 158 Long Rd		
File Path: z/Restaurant/Schlotzskys/ChesterfieldMO/CP		

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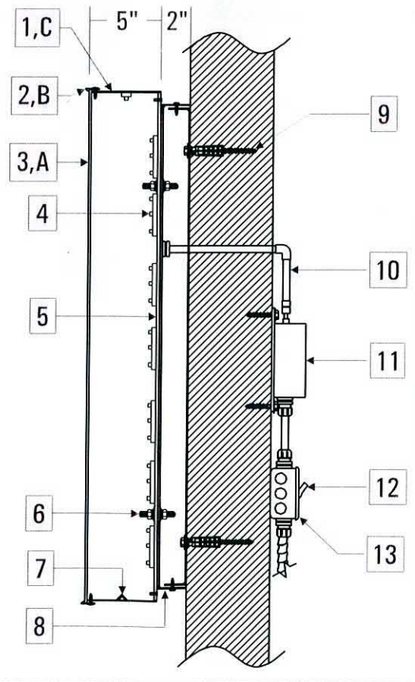
Wireway Mounted Channel Letters

For West Elevation

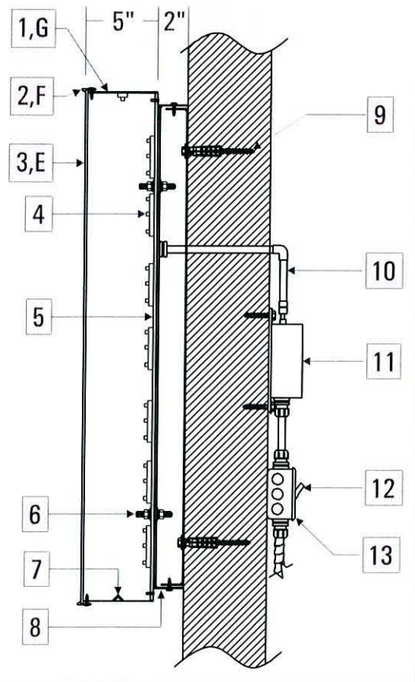
18"x 128" = 16.0
14.5"x 95" = 9.6
Actual Sq Ft = 25.6

Total Sq Ft: 39.75"x 128" = 35.3

SCHLOTZSKY'S



AUSTIN EATERY



Materials	
1	.050 Aluminum Returns
2	1" Trimcap
3	3/16" Acrylic Face
4	White LED Strips Mounted to Back of CL
5	.090 Alum. Back
6	3/8" All-Thread
7	1/4" Weep Holes
8	2" Aluminum Wireway
9	Mounting Hardware (Depends of Building)
10	1/2" Flex Conduit
11	120 Volt Power Supply
12	Disconnect Switch
13	J-Box w/Prime Elec. Leads (Power by Others)

SCHLOTZSKY'S: Colors & Finishes		
A		White Acrylic Face
B		1" Black Trimcap
C		White Inside/Gloss Black Returns
D		.25" Routed "®" Painted Black

AUSTIN EATERY: Colors & Finishes		
E		3M 3630-84 Tangerine
F		1" Black Trimcap
G		Gloss Black Returns

Notes

Rev 1:
Rev 2:
Rev 3:
Rev 4:
Rev 5:

Design Team SIGN COMPANY LLC.

Designer: MEB	Date: 1-5-19
Client: Schlotzsky's Austin Eatery	
File Path: z/Rest/Schlotzskys/Specs/WWCL_HorzStacked_White	

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Date: _____

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IFAI MEMBER ISA
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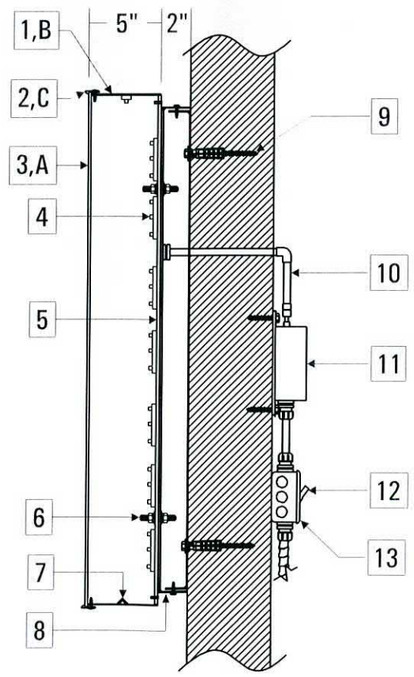
Wireway Mounted Channel Letters

For South Elevation

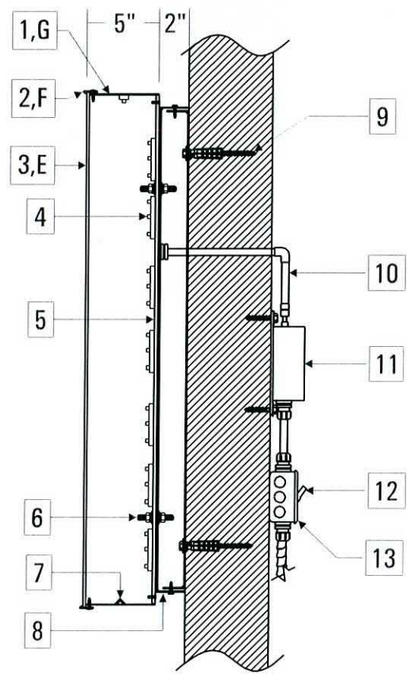
16"x 113.8" = 12.6
12.8"x 84.4" = 7.5
Actual Sq Ft = 20.1

Total Sq Ft: 35.3"x 113.8" = 27.9

SCHLOTZSKY'S



AUSTIN EATERY



Materials	
1	.050 Aluminum Returns
2	1" Trimcap
3	3/16" Acrylic Face
4	White LED Strips Mounted to Back of CL
5	.090 Alum. Back
6	3/8" All-Thread
7	1/4" Weep Holes
8	2" Aluminum Wireway
9	Mounting Hardware (Depends of Building)
10	1/2" Flex Conduit
11	120 Volt Power Supply
12	Disconnect Switch
13	J-Box w/Prime Elec. Leads (Power by Others)

SCHLOTZSKY'S: Colors & Finishes	
A	White Acrylic Face w/Black Perf
B	White Inside/Gloss Black Returns
C	1" Black Trimcap
D	.25" Routed "®" Painted Black

AUSTIN EATERY: Colors & Finishes	
E	3M 3630-84 Tangerine
F	1" Black Trimcap
G	Gloss Black Returns

Notes

- Wireways to be painted Silver

Rev 1:
Rev 2:
Rev 3:
Rev 4:
Rev 5:

Design Team SIGN COMPANY LLC.

Designer: MEB	Date: 1-5-19
Client: Schlotzsky's Austin Eatery	
File Path: z/Rest/Schlotzskys/Specs/WWCL_HorzStacked_White	

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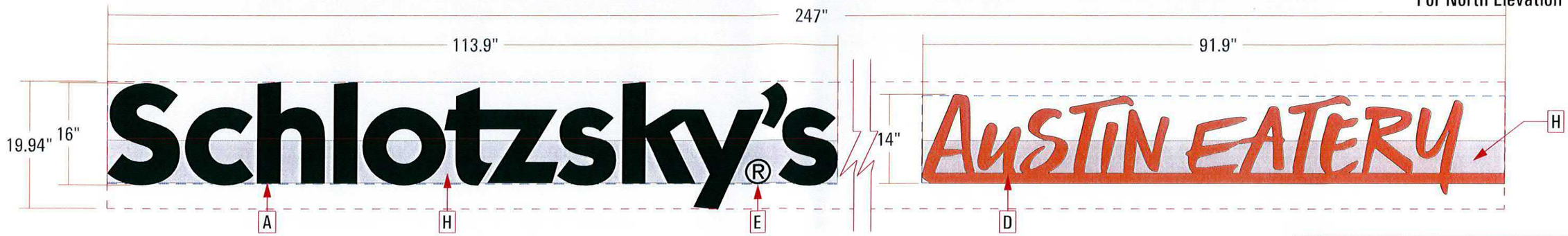
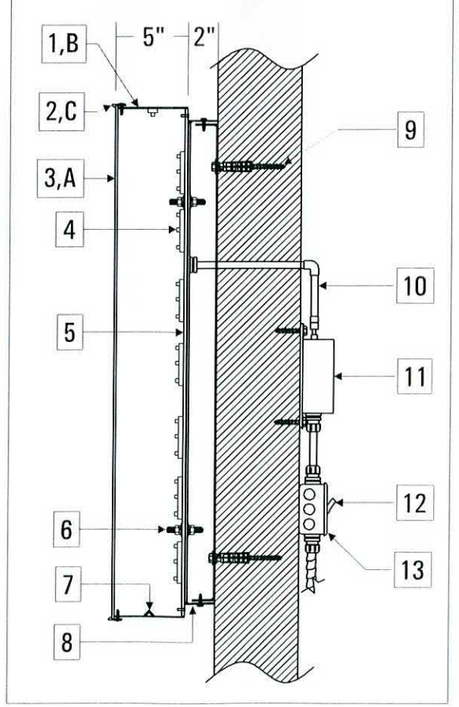
Wireway Mounted Channel Letters
For North Elevation

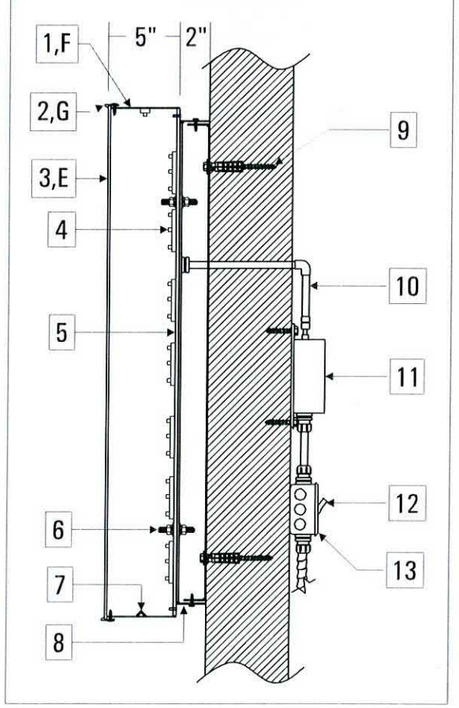


16"x 113.9" = 12.7
14"x 91.9" = 8.9
Actual Sq Ft = 21.6
19.94" x 247" = 34.2
Total Sq Ft = 34.2

SCHLOTZSKY'S



AUSTIN EATERY



Materials	
1	.050 Aluminum Returns
2	1" Trimcap
3	3/16" Acrylic Face
4	White LED Strips Mounted to Back of CL
5	.090 Alum. Back
6	3/8" All-Thread
7	1/4" Weep Holes
8	2" Aluminum Wireway
9	Mounting Hardware (Depends of Building)
10	1/2" Flex Conduit
11	120 Volt Power Supply
12	Disconnect Switch
13	J-Box w/Prime Elec. Leads (Power by Others)

SCHLOTZSKY'S: Colors & Finishes	
A	White Acrylic Face w/Black Perf
B	White Inside/Gloss Black Returns
C	1" Black Trimcap
D	.25" Routed "®" Painted Black

AUSTIN EATERY: Colors & Finishes	
E	White Acrylic w/3M 3630-84 Tangerine
F	Gloss Black Returns
G	1" Black Trimcap
H	Paint Silver - Raceway

Notes

- This product is site specific

Rev 1: Added Total SQ FT - JAC - 3/29/19
Rev 2: BAW 4-24-19 Revised length & updated SQ FT
Rev 3:
Rev 4:
Rev 5:

Design Team SIGN COMPANY LLC.

Designer: MEB	Date: 2-6-19
Client: Schlotzsky's Austin Eatery	
File Path: z/Rest/SAE/Specs/RWCL_Linear_Perf_SiteSpec	

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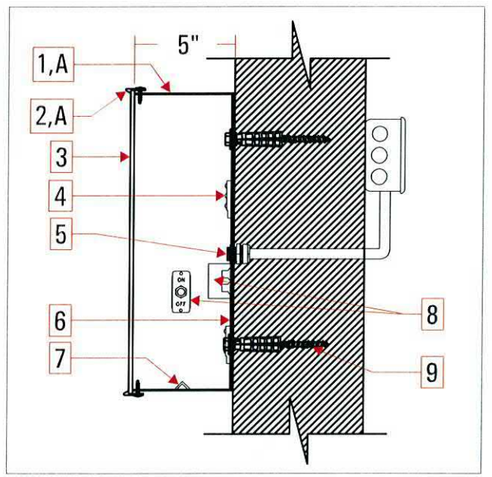
Wall Cabinet

For North, South and West Elevations

22"x 60.1" = 9.2 Sq Ft

Materials	
1	.050 Aluminum Returns
2	1" Trimcap
3	3/16" Acrylic Face
4	LED Modules
5	Flex Conduit
6	.090 Aluminum Back
7	1/4" Weep Holes
8	120V Power Supply with On/Off switches
9	5" Lag & Shield



Colors & Finishes		
A		Matte Black Returns / Trimcap
B		2447 Acrylic Face
C		Vinyl to Match PMS 3282 Turquoise 1st Surf.
D		Vinyl to Match PMS 2768 (AKZO Sign-3966)

Notes

Rev 1:	
Rev 2:	
Rev 3:	
Rev 4:	
Rev 5:	

Design Team SIGN COMPANY LLC.

Designer: MEB	Date: 2-5-19
Client: Schlotzsky's Cinnabon	
File Path: z/Restaurant/Schlotzskys/Specs/CinnabonWallCabinet	

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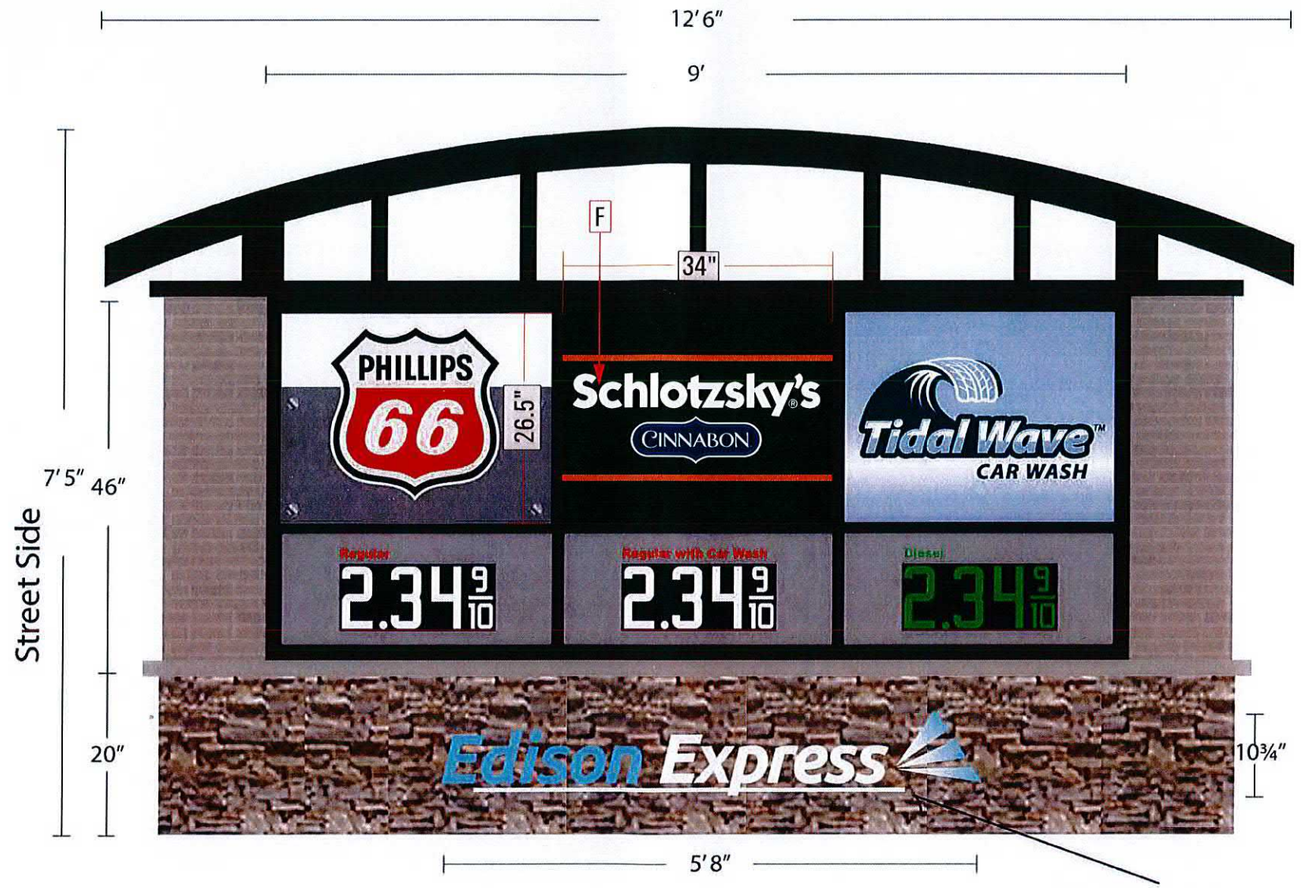
Pg 9

F | Ready-To-Apply Vinyl



Two-sided Illuminated Monument Tenant Sign

-Extruded aluminum roof construction
-LED internal illumination
-Flat acrylic faces with vinyl graphics
-LED Gas price signs
-Non-illuminated flat cut acrylic letters
-Brick & Stone base
-UL Listed with lockable disconect switch

Rev 1: CM 2-14-19 Updated Logo on Monument
Rev 2:
Rev 3:
Rev 4:
Rev 5:

Design Team SIGN COMPANY LLC.

Designer: MEB	Date: 2-5-19	Option #1 - MEB
Client: Schlotzsky's - 158 Long Rd		
File Path: z/Restaurant/Schlotzskys/ChesterfieldMO/CP		

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Pg 10

90″ x 66″ = 41.25 SQ FT

Colors & Finishes	
A	Painted Color TBD

Rev 1:
Rev 2:
Rev 3:
Rev 4:
Rev 5:

Notes

Design Team SIGN COMPANY LLC.

Designer: MEB	Date: 2-8-19
Client: Schlotzsky's	
File Path: z/Restaurant/Schlotzskys/CorpSpecs	

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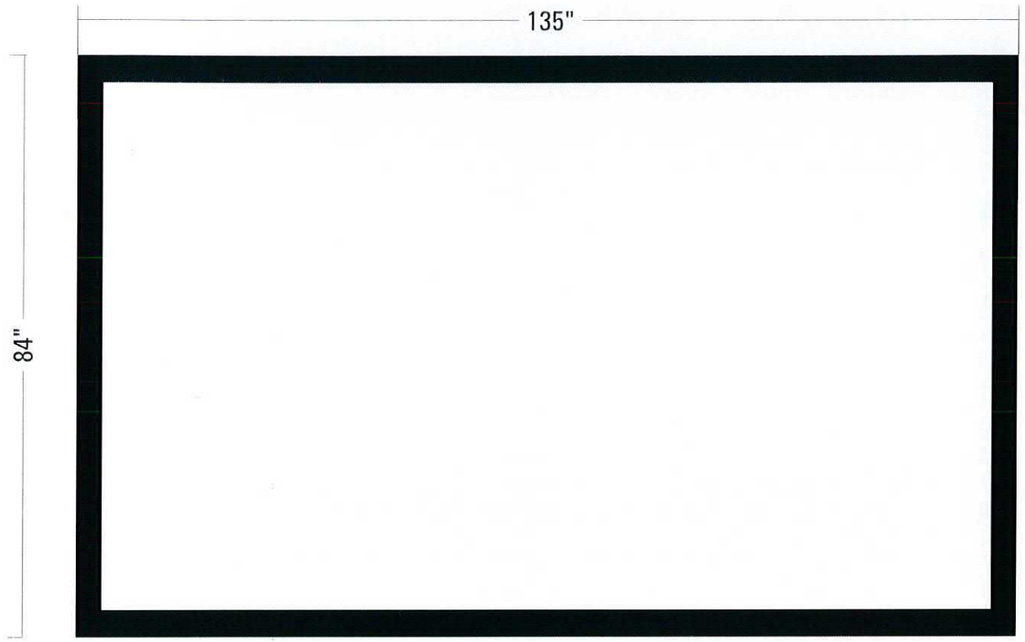
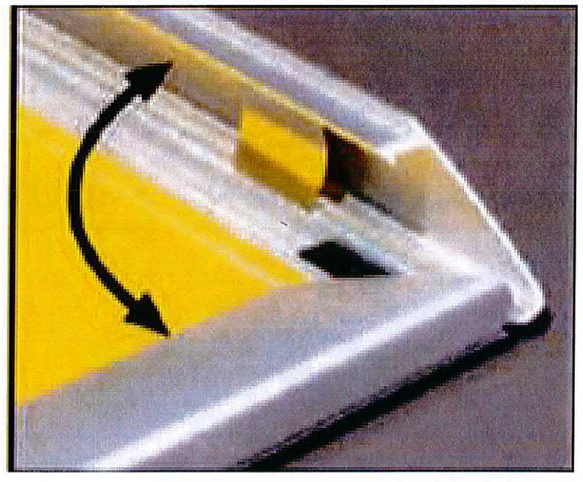


84" x 135" = 78.75 SQ FT

Colors & Finishes	
A	Black Flip Frame

Rev #1 -
Rev #2 -
Rev #3 -
Rev #4 -
Rev #5 -
Rev #6 -

Notes



Design Team SIGN COMPANY LLC.

Designer: JAC	Date: 3/28/19
Client: Schlotzky's	
File Path: Z/Restaurant/Schlotzkys/CorpSpec	

☐ Proof Is Approved. Proceed With Production Of Order

☐ Proof Is Approved With Corrections. Make Corrections As Indicated And Proceed With Production Of Order

Signature: _____
I have reviewed this proof in regard to: Sign type; order quantity; and accuracy of icons, symbols, and text (e.g. spelling capitalization, punctuation).

Print Name: _____

Date: _____

These plans are the exclusive property of Design Team Sign Company and are the result of the original work of its employees. They are submitted to your company for the sole purpose of your consideration of whether to purchase these plans or to purchase from Design Team Sign Company a product manufactured according to these plans. Distribution or exhibition of the plans to anyone other than employees of your company, or use or these plans to construct a product similar to one embodied herein, is expressly forbidden. In the event that exhibition or construction occurs, Design Team Sign Company expects to be reimbursed $500 in compensation for time and effort entailed in creating these plans.

III.B

Forward to PPW for review & approval
2019-6-12

Memorandum
Department of Planning & Development Services

To: Planning and Public Works Committee

From: Justin Wyse, Director of Planning and Development Services

Date: June 20, 2019

RE: Special Cash Escrows – Proposed Policy

In accordance with City Code Section 31-02-12, developers are required to guarantee completion of required improvements in accordance with the approved improvement plans. Special Cash Escrows are utilized to guarantee required improvements that cannot be constructed concurrent with development and are therefore not included as part of the typical Construction and Maintenance Deposits. Special Cash Escrows are held and tracked by the City until they can be incorporated into an adjacent development project and/or can completed by the City, County, and/or MoDOT as part of a capital project.

The most common situation where a Special Cash Escrow has been accepted by the City is when the end of a required sidewalk and/or street cannot be constructed due to constraints beyond the developer's control (typically due to grades on the adjacent property). In instances such as this, the developer is required to provide a Special Cash Escrow to guarantee the future completion of the required improvement(s) concurrent with development of the adjacent property or future project.

One recent example of a Special Cash Escrow is Silver Buck Lane in the Bur Oaks subdivision. Silver Buck Lane is a stub street that will be extended to the east in the future as part of the development of the adjacent property. The road and sidewalk stop about 25' short of the eastern property line of Bur Oaks so that grading on Bur Oaks could transition to match grades at the at existing property line. The developer of Bur Oaks, Pulte Homes, provided a $4,600 Special Cash Escrow to guarantee the future extension of the street and sidewalk.

In order to improve awareness of the locations of required improvements guaranteed by Special Cash Escrows, the Engineering Division set a goal in 2018 to add Special Cash Escrow information to the City's GIS system. With the assistance of the GIS/Mapping Division of the IT Department, this work was completed in October of 2018. The City's GIS Utility Map now includes a layer that depicts the location of current and historic Special Cash Escrows. Each area also includes a link to a PDF of the executed Special Cash Escrow. This enhancement will allow Planning and Engineering staff increased access to Special Cash Escrow agreements and should increase awareness of the existence of these agreements. This will also allow for better coordination by City Staff with developers and property owners to ensure the required improvements are included as part of development projects, when appropriate.

During the process of adding Special Cash Escrow information to GIS, it became evident that a more comprehensive review of Special Cash Escrows was warranted. More specifically, it was determined that each Special Cash Escrow should be reviewed to confirm that the improvement(s) guaranteed remain outstanding or to determine that the improvements guaranteed had already been completed. To date, the City has accepted 78 Special Cash Escrows. Twenty two (22) Special Cash Escrows have been completed and the associated deposits have been released. Fifty-six (56) Special Cash Escrows are being held by the City. Nine (9) of the Special Cash Escrows held by the City have been completed but cannot be returned or were completed by the City. It is recommended that these nine Special Cash Escrows be transferred to the Capital Projects Fund for use on future City Projects.

Based on the review of existing Special Cash Escrows and existing City processes, there is a need to more clearly define the conditions that warrant acceptance of a Special Cash Escrow, the required amount of a Special Cash Escrow, and formalize how Special Cash Escrows will be accepted, tracked, and released. To accomplish this, City Policy PDS-02 Special Cash Escrow is proposed.

Recommendation

I recommend City Policy PDS-02 be forwarded to the Planning and Public Works Committee and City Council for review.

Attachments: Proposed PDS Policy 02

CITY OF CHESTERFIELD
POLICY STATEMENT

PLANNING & DEVELOPMENT SERVICES		**NO.**	**2**
SUBJECT	Special Cash Escrow	**INDEX**	**PDS**
DATE ISSUED		**DATE REVISED**	

POLICY

City Code Section 31-02-12 requires that developers guarantee completion of required improvements included on approved improvement plans. This guarantee is typically provided in the form of construction and maintenance deposits which carry a two (2) year term that may be extended with the approval of the Director of Planning and Development Services.

When, at the discretion of the Director of Planning and Development Services and/or the Director of Public Works, a required improvement cannot reasonably be constructed in conjunction with a development, or where it is determined that it is in the City's best interest to defer construction of the improvement to a later date, City staff shall require submittal of an Agreement Guaranteeing Improvement (Special Cash Escrow) and the associated deposit.

The amount of deposit associated with the Special Cash Escrow shall be 110% of the approved cost estimate. If the approved cost estimate is less than $1,000, the Director of Planning and Development Services and/or Director of Public Works may, at their discretion, waive the requirement to provide a Special Cash Escrow or simply accept the equivalent deposit amount for use on a future capital project, or as otherwise determined by the Director of Public Works and/or Director of Planning and Development Services.

Special Cash Escrows shall be provided on the form provided by the City and shall be accompanied by the approved cost estimate, an exhibit depicting the required improvements, and the required deposit. The required deposit shall be in the form of cash or a check made payable to the City of Chesterfield.

Special Cash Escrows do not expire. City staff shall track Special Cash Escrows, review them annually, at a minimum, and ensure that established Special Cash Escrows are incorporated into future projects, as necessary. Special Cash Escrows will be held by the City until the required improvement is completed.

Upon completion of required improvements guaranteed by a Special Cash Escrow, the party responsible for completing the work shall submit a written request for reimbursement by the City. The request shall include documentation substantiating the actual cost to complete the improvement. If the requested amount is $25,000 or less the reimbursement shall be reviewed and approved by the Director of Public Works. If the requested amount is greater than $25,000 the reimbursement shall be reviewed and approved by the Director of Public Works and City Council in accordance with the City's Purchasing Policy. If the required improvements are completed by the City, the Special Cash Escrow shall be transferred to the Capital Project fund or other appropriate fund as approved by the Director of Public Works.

The reimbursement amount cannot exceed the amount of the Special Cash Escrow deposit unless otherwise authorized by the Director of Public Works. If the reimbursement amount is less than the deposit amount the remaining balance shall be transferred to the Capital Project fund for use on a future capital project or otherwise utilized as determined by the Director of Public Works.

Nothing in this policy obligates the City to accept a Special Cash Escrow.

RECOMMENDED BY:

_____ _____

Department Head/Council Committee (if applicable) **Date**

APPROVED BY:

_____ _____

City Administrator **Date**

_____ _____

City Council (if applicable) **Date**

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember Moore
Vice-Chair: Councilmember Keathley

2020 City Council Meeting Schedule

The F&A Committee unanimously recommended adoption of the 2020 City Council meeting schedule. The proposed schedule is included in the Council packet. Approval by voice vote is requested.

Information Technologies – Contract for Services

At the last meeting of the F&A Committee, the committee recommended that the City Council authorize a professional services contract for services with two adjacent cities to provide information technologies services. A detailed review of the scope of services describes not only the "broke\fix" activity, but generally describes a full-service network manager\advisor. These Cities request and desire the benefit of Chesterfield's expertise in the development, long-term management, security, oversight, and operational recommendations of a modern municipal IT Department. The scope of work provides for 24/7 support as is required for any municipal IT function. For obvious reasons, this will require considerable effort and attention, and work load over and above the current expectations for both the Director and Technician and the hire of an additional technician. The proposal includes additional compensation for these existing employees. However, it should be noted that this compensation is tied directly with the IT Services Contracts and should those contracts not be renewed, the additional compensation would also be eliminated. It is recognized that this compensation is directly linked to the additional effort\commitment associated with the contracts with Frontenac and Town & Country. Should those agreements terminate, the employee compensation related thereto will concurrently terminate. **Inasmuch as the proposed contract involves financial impacts and authorizes budgetary adjustments, a roll call vote is required.**

In summary, if the City Council accepts this proposal, the financial impacts are as follows:

Annual Contract sum due from City of Frontenac	$35,000
Annual Contract sum due from City of Town & Country	$55,000
Fully loaded cost of Additional IT Technician (F4)	<$51,942>
Additional compensation Director of Information Technologies	<$12,000>
Additional compensation Technical Operations Administrator	<$6,000>
Add City costs associated with $18,000 compensation (16.93%)	<$3,047>
NET ANNUAL ADDITIONAL REVENUE TO CITY OF CHESTERFIELD	**$17,011**
Additional value associated with Tech (2 days of 5 = 40%)	**$20,777**
Total benefit to City	**$37,788**

Gamble – Schlemeier Contract
The F&A Committee unanimously recommended the renewal of the governmental services contract with Gamble – Schlemeier, funded by a budgetary adjustment in the amount of $40,000 from the General Fund – Fund Reserve.

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 Assistant Finance Director John Hughes or me prior to Monday's meeting.

Finance and Administration Committee
Record of Proceeding
July 1, 2019

The Finance and Administration Committee met on Monday, July 1, 2019. Those in attendance included: Chairperson Michael Moore, Ward III; Council Committee Member Barb McGuinness, Ward I; Council Committee Member Ben Keathley, Ward II; Council Committee Member Michelle Ohley, Ward IV; and Finance Director Chris DesPlanques. Those also in attendance included: Mayor Bob Nation, Councilmember Mary Monachella, Councilmember Mary Ann Mastorakos, Councilmember Dan Hurt, City Administrator Mike Geisel, Administrative Assistant to the City Administrator/Deputy City Clerk Amanda Miller, Director of Public Works Jim Eckrich, Civil Engineer Chris Krueger, Information Technology Director Matt Haug and Assistant Finance Director John Hughes.

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

Approval of Minutes

The minutes of the May 28, 2019 Finance and Administration Meeting were submitted for approval. Councilmember McGuinness made a motion, seconded by Councilmember Keathley to approve the May 28, 2019 Finance and Administration Meeting minutes. A vote was taken with an affirmative result (4, 0) and the motion was declared passed.

Proposed 2020 City Council Meeting Schedule

City Administrator Mike Geisel presented the proposed 2020 City Council meeting schedule. After reviewing the Jewish Community Relations Council (JCRC) "Calendar of Major Jewish Holidays and reviewing the holidays the City will observe in 2020, City Clerk Vickie McGownd prepared the 2020 proposed City Council Meeting Schedule.

Councilmember Ohley made a motion, seconded by Councilmember Keathley to approve the proposed 2020 City Council Meeting Schedule and forward to City Council. A vote was taken with an affirmative result (4, 0) and the motion was declared passed.

Financial Report

City Administrator Mike Geisel presented a current financial update. Finance Director Chris Desplanques, Assistant Finance Director John Hughes, and Mr.

DRAFT

Geisel provided an overview of additional information related to the budget, interpretation and understanding of the monthly Financial reports, timing of various revenue streams, as well as a detailed description of the City's finances.

Information Technologies Contract for Service

City Administrator Mike Geisel was contacted by the City Administrators of Frontenac and Town & Country who inquired about the possibility of contracting with the City of Chesterfield to provide Information Technology services. The proposal would be to hire an additional IT technician to work five days per week, committing two days to the city of Town and Country for $55,000 and one day to the city of Frontenac for $35,000. The fully loaded cost of the additional IT Technician (F4) would be $51,942.

Councilmember Keathley made a motion, seconded by Councilmember Ohley to forward the Information Technologies Contract for Service to City Council. A vote was taken with an affirmative result (3, 1) Councilmember McGuinness voting no and the motion was declared passed.

Gamble-Schlemeier Contract Renewal

City Administrator Mike Geisel presented an agreement to renew the annual contract with Gamble and Schlemeier for professional services. Gamble and Schlemeier will provide government relations services, as an independent contractor. Gamble and Schlemeier will provide to the City of Chesterfield the following service: Governmental relations services before the Missouri legislature and executive branch related to the establishment and maintenance, of contacts with members of the Missouri General Assembly; monitoring of pertinent legislation affecting Chesterfield's municipal interests; and preparation of or lobbying on behalf of legislation proposed in Chesterfield's interest, which may include, without limitation, legislation affecting the St. Louis County municipal sales tax pooling requirements imposed by RSMo Section 66.620 and legislation directly related to a merger of St. Louis City and St. Louis County. Included in such services, during the legislative session, Gamble and Schlemeier will provide a written monthly summary of services performed and legislation monitored on behalf of Chesterfield for the previous month. This agreement shall be in effect through August 30, 2020 and will be funded by a $40,000 transfer from General Fund – Fund Reserves.

Councilmember Keathley made a motion, seconded by Councilmember McGuinness to forward the governmental relations services contract to City Council with an affirmative recommendation, including a $40,000 transfer from General Fund – Fund Reserves. A vote was taken with an affirmative result (4, 0) and the motion was declared passed.

Adjournment

The meeting was adjourned at 6:37 p.m.

DRAFT

Respectfully submitted:

_____	_____
John Hughes	Amanda Miller
Assistant Finance Director	Deputy City Clerk

Approved: _____

DRAFT

2020 Proposed City Council Meeting Schedule
7:00 p.m.

January
Monday, January 6
Wednesday, January 22
(Martin Luther King Jr. Day Jan. 20)

February
Monday, February 3
Wednesday, February 19
(Presidents Day Feb. 17)

March
Monday, March 2
Monday, March 16

April
Wednesday, April 22
(Municipal Election April 7)

May
Monday, May 4
Monday, May 18

June
Monday, June 1
Monday, June 15

July
Monday, July 20

August
Monday, August 3
Monday, August 17

September
Wednesday, September 9
(Labor Day Sep. 7)
Monday, September 21

October
Monday, October 5
Monday, October 19

November
Monday, November 2
Monday, November 16

December
Monday, December 7

(6/6/19)

Mike Geisel MG

City Administrator

690 Chesterfield Pkwy W

Chesterfield MO 63017

Phone 636-537-4711

Fax 636-537-4798

OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor & City Council (for review by the F&A Committee)

Date: June 27th, 2019

RE: Information Technologies – Contract for Services

I was contacted by the City Administrators of Frontenac and Town & Country who inquired about the possibility of contracting with the City of Chesterfield to provide Information Technology services. Subsequently, we visited both Cities and developed an understanding of their current equipment, facilities, needs and expectations. We discussed their individual funding commitments and the deficiencies with their current service providers. Based upon their specific needs, level of effort, and expectations, we developed scopes of work for their review. My primary and over-riding precept in developing this proposal, was to ensure that Chesterfield's IT capabilities must be enhanced and the proposal must be revenue positive for the city of Chesterfield.

It should also be known, that our IT group staffing was reduced in 2012-2013 and our Director of Information Technologies has identified the ongoing need for additional tech support in each of the last few years as the number of devices and applications have expanded. Our IT Staff support each and every department and ensure access to data and history. I have, for obvious financial reasons, not supported or recommended any additional support employees in the department.

Based upon the scope of work developed, and predicated upon the effort required for both cities, we have developed revenue positive contractual price proposal. The proposal(s) provide for the hiring of one additional full-time technician. The proposals further describe a level of commitment which consumes three of the five work days, one to the City of Frontenac and two to the City of Town & Country. That in turn, results in two days of additional capacity of the new Information Technology Technician to be used by the City of Chesterfield.

A detailed review of the scope of services describes not only the "broke\fix" activity, but generally describes a full-service network manager\advisor. These Cities request and desire the benefit of Chesterfield's expertise in the development, long-term management, security, oversight, and operational recommendations of a

modern municipal IT Department. The scope of work provides for 24/7 support as is required for any municipal IT function. For obvious reasons, this will require considerable effort and attention, and work load over and above the current expectations for both the Director and Technician. As such, the proposal includes additional compensation for these existing employees. However, it should be noted that **this compensation is tied directly with the IT Services Contracts and should those contracts not be renewed, the additional compensation would also be eliminated**. It is recognized that this compensation is directly linked to the additional effort\commitment associated with the contracts with Frontenac and Town & Country. Should those agreements terminate, the employee compensation related thereto will concurrently terminate.

In summary, if the City Council accepts this proposal, the financial impacts are as follows:

Annual Contract sum due from City of Frontenac	$35,000
Annual Contract sum due from City of Town & Country	$52,000
Fully loaded cost of Additional IT Technician (F4)	<$51,942>
Additional compensation Director of Information Technologies	<$12,000>
Additional compensation Technical Operations Administrator	<$ 6,000>
NET ANNUAL ADDITIONAL REVENUE TO CITY OF CHESTERFIELD	**$17,508**

- The other impact is the additional capacity of the additional technician, 2 man-days per week, that is not committed to the contracted level of effort and would therefore be available for City purposes.
- It should also be stated that the Director of Information Technologies and the Technical Operations Administrator are both FSLA Exempt positions and would not incur any over-time associated with this additional responsibility.

It should also be noted that the contract proposals include an automatic annual increase based upon the same CPI index referenced in the City's compensation plan. Accordingly, the annual sums due from each municipality will automatically increment higher. As with our compensation plan, should the CPI index be negative, no downward adjustment is to be made.

I request that the members of the Finance and Administration Committee review this proposal and if acceptable, forward a recommendation to the full Council for approval.

If you have any questions or require additional information, please advise.

attachments

INTERGOVERNMENTAL COOPERATION AGREEMENT
TECHNOLOGY SERVICES

THIS AGREEMENT, entered into on the effective date hereinafter set forth, by and between the City of Frontenac, Missouri ("Frontenac") and the City of Chesterfield, Missouri ("Chesterfield").

WHEREAS, technological advances have changed many operations and aspects of businesses both private and public; and

WHEREAS, because of increased demands for technology use and legal requirements, cities must engage highly-skilled employees or consultants to perform technology services; and

WHEREAS, it is challenging for individual municipal governments to obtain the most skilled technology personnel at reasonable cost and maintain stability of services; and

WHEREAS, the municipalities participating in this Agreement have determined that a cooperative arrangement is an efficient means for establishing and maintaining systems for information sharing, public access and transparency, data storage, efficient governmental operations and other functions; and

WHEREAS, Chapter 70 of the Revised Statutes of Missouri authorizes joint exercise by two or more local governments of any power common to them.

NOW, THEREFORE, for and in consideration of the premises, the mutual advantages to be derived therefrom and in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

Cooperative Agreement Established. Pursuant to the joint powers authorization of Chapter 70 of the Revised Statutes of Missouri, the Cities of Chesterfield and Frontenac, Missouri, do hereby enter into a cooperative agreement for the provision of technology services to the City of Frontenac by the City of Chesterfield.

1. **Obligations of the City of Chesterfield.** The City of Chesterfield will provide professional technology support services for the City of Frontenac by performing a variety of complex administrative and technical work as follows:

    A. Diagnose, triage, repair, or make recommendations for individual computers, network systems, data centers, data storage, servers, back-up systems, email, phone, and desktop, portable and mobile devices and wireless network services organization-wide and\or systems as needed.

B. Assist the City of Frontenac in development of their overall technology strategy to align with city-wide business and service objectives; and analyze and update Frontenac's technology standards, practices and policies to improve where possible, the efficiency and effectiveness of operations. Develop and provide recommendations as may be requested;

C. Communicate regularly with the Frontenac City Administrator, or other designee, relative to the status of all technology projects, software and hardware procurement, budget and provide technical assistance to accommodate long-term planning efforts;

D. Provide professional technical advice on the design, implementation, compatibility and management of network systems, data centers, data storage, servers, back-up systems, email, phone, and desktop, portable and mobile devices and wireless network services organization-wide; proactively monitor all connected technology assets to ensure maximum up-time with minimum end user impact; discover, mitigate and document technology risks;

E. Provide advice and assistance for hardware, software and technology services ensuring compliance with all licensing agreements and to achieve stated goals; and prepare and solicit proposals including analysis of technology requirements, development of functional specifications, execution of competitive bid procedures, and performing comparative analysis of proposals;

F. In order to accomplish the scope of work identified herein, the City of Chesterfield will provide, at a minimum, one full-time professional to be available on-site at Frontenac facilities during normal business hours for a minimum average of not less than one (1) work day, average per work week, and additional professional IT technical and management level staff to perform Frontenac tasks or projects as needed either on-site at or remotely;

G. Assist in the research of new developments in technology to determine cost-effective technology solutions; Assist in the preparation of an annual technology operational budget and five-year capital plan; and update as needed; and monitor approved budget and perform cost control activities to assure effective and efficient use of budgeted funds and other resources;

H. Consult and assist departments with planning, evaluation and implementation of new systems and technology solutions; and

consult with departmental management to analyze technology requirements with an understanding of mission-critical business operations to translate departmental goals into priorities and projects for system improvements;

I. Assist with the preparation of project feasibility studies and plan and execute projects according to deadlines and within budget; and acquire and coordinate resources and vendors to deliver projects according to plan;

J. Manage Technology Help Desk requests for services from Frontenac personnel and provide timely solutions; and to provide assistance and recommendations to ensure the proper function of desktop hardware, software and interfaces with various applications, Windows operating systems, and mobile device configuration;

K. Review and assist in disaster recovery processes and business continuity procedures for re-establishing technology operations in the event of a disruption, both minor and catastrophic;

L. Analyze and meet end user training needs on various types of software programs to efficiently and effectively support business objectives;

M. Perform work outside of normal working hours, as necessary and practicable, to allow for the continuation of business operations to perform maintenance work or respond to technology emergencies, as needed; and

N. Provide timely and comprehensive customer service to departments and continually seek opportunities to enhance customer satisfaction and foster positive relationships.

2. **Obligations of the City of Frontenac.** In consideration of the City of Chesterfield's performance of Professional services as described herein, the City of Frontenac agrees to compensate the City of Chesterfield at the initial annualized rate of $35,000 for professional services referenced in Section 2, above, payable in equal monthly payments beginning the first day of the first month following the effective date of this agreement. The annual cost of services shall automatically increase as of December 31st of each calendar year, beginning with 12/31/2019, based upon the Urban Wage Earners and Clerical Workers (CPI-W), St. Louis, one-year recorded percent index change over the previous year, as reported for June in the prior calendar year. In the event the reference index is negative, the contract sum shall not be adjusted.

In addition to the fixed monthly contract sums described herein, the City of Chesterfield shall also bill for any and all direct costs, if any, for materials, equipment, supplies, hardware or software necessary for the execution of the professional services described will be billed at actual cost without markup, in addition to the sum described herein for professional services.

Chesterfield shall provide invoices for the services described herein not more than monthly, with sums due and payable on or before the 1st day of the month services are to be provided.

The City of Frontenac shall provide sufficient office space and office furniture and fixtures for use by the technology personnel performing the services under this Agreement.

Frontenac shall provide, at its cost, all hardware, software, licensing and equipment necessary for Frontenac' network systems, data centers, data storage, servers, back-up systems, email, phone, mobile devices and wireless networks.

3. **Accountability and Oversight**. All personnel providing services under this Agreement shall be and at all times remain employees of the City of Chesterfield while providing services hereunder. Chesterfield shall provide supervision of all personnel performing the technology services under this Agreement and direct their activities. This oversight shall include decision-making regarding allocation of efforts to Frontenac in accordance with this Agreement. To ensure that Frontenac is receiving the agreed upon level of service, either party may request that the technology staff submit a periodic report to the Chesterfield City Administrator and the Frontenac City Administrator, or other designee, and make available supporting time logs, project status reports, etc.

4. **Personnel Rules and Regulations.** All technology personnel performing services under this Agreement shall operate under and in accordance with Chesterfield's Personnel Rules and Regulations. Such personnel shall be hired and disciplined, I if necessary, in the sole discretion of the City of Chesterfield and in accordance with Chesterfield's Personnel Rules and Regulations.

5. **Amendments.** This Agreement may not be further amended, except by written amendment and authorizing legislation of the parties to it. However, the Chesterfield City Administrator and the Frontenac City Administrator are authorized to approve supplemental binding policies and procedures that will provide for more detailed administration of the cooperative services. Said policies and procedures may be adopted and amended from time to time

provided that such policies and procedures do not conflict with the terms set forth in this Agreement.

6. **Effective Date and Duration.** This Agreement shall be effective as of _____, and shall continue indefinitely from year to year unless terminated by either City as provided herein. Either party may terminate this Agreement, with or without cause and for its own convenience, upon 90 days written notice to the other party. In the event that this Agreement is terminated, Frontenac shall pay all costs related to the services performed under this Agreement up to and through the effective date of the termination.

7. **General Provisions.**

   A. **Integrated Agreement.** This Agreement constitutes a single integrated contract expressing the entire agreement of the parties hereto. There are no other agreements, written or oral, express or implied, between the parties, except the agreements set forth in this Agreement.

   B. **Severability.** If any provision, or portion hereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable and shall not be affected and remain in full force and effect.

   C. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

   D. **Governing Law and Venue**. This Agreement is executed and delivered in the State of Missouri and the rights and obligations of the parties herein shall be construed and enforced in accordance with the laws of the State of Missouri. In the event of any litigation arising from or out of this Agreement, the Parties hereby agree to the exclusive jurisdiction of the 21st judicial circuit of St. Louis County, Missouri. The Parties agree to be individually responsible for their own respective reasonable costs and attorney's fees.

   E. **Conflicts with Law.** In the event there are any inconsistencies between the ordinances, policies and practices of the City, this Agreement shall govern except when this Agreement conflicts with the statutes of the State of Missouri, then State law will govern.

   F. **Notice.** Any notice required under this Agreement by its terms or reasonably necessary to fulfill the terms of this Agreement shall be deemed delivered if, to City, such is notice is delivered to the

respective City Administrator, such notice is delivered to his address of record or in person. Notices shall be delivered by certified mail, return receipt requested or by hand-delivery.

8. **IN WITNESS WHEREOF**, the undersigned have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

CITY OF FRONTENAC, MISSOURI

BY: _____

Jaysen Christensen – City Administrator

Attest: _____ Date: _____
City Clerk

CITY CHESTERFIELD, MISSOURI

BY: _____

Michael Geisel – City Administrator

Attest: _____ Date: _____
City Clerk

INTERGOVERNMENTAL COOPERATION AGREEMENT
TECHNOLOGY SERVICES

THIS AGREEMENT, entered into on the effective date hereinafter set forth, by and between the City of Town & Country, Missouri ("Town & Country") and the City of Chesterfield, Missouri ("Chesterfield").

WHEREAS, technological advances have changed many operations and aspects of businesses both private and public; and

WHEREAS, because of increased demands for technology use and legal requirements, cities must engage highly-skilled employees or consultants to perform technology services; and

WHEREAS, it is challenging for individual municipal governments to obtain the most skilled technology personnel at reasonable cost and maintain stability of services; and

WHEREAS, the municipalities participating in this Agreement have determined that a cooperative arrangement is an efficient means for establishing and maintaining systems for information sharing, public access and transparency, data storage, efficient governmental operations and other functions; and

WHEREAS, Chapter 70 of the Revised Statutes of Missouri authorizes joint exercise by two or more local governments of any power common to them.

NOW, THEREFORE, for and in consideration of the premises, the mutual advantages to be derived therefrom and in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

Cooperative Agreement Established. Pursuant to the joint powers authorization of Chapter 70 of the Revised Statutes of Missouri, the Cities of Chesterfield and Town & Country, Missouri, do hereby enter into a cooperative agreement for the provision of technology services to the City of Town & Country by the City of Chesterfield.

1. **Obligations of the City of Chesterfield.** The City of Chesterfield will provide professional technology support services for the City of Town & Country by performing a variety of complex administrative and technical work as follows:

    A. Diagnose, triage, repair, or make recommendations for individual computers, network systems, data centers, data storage, servers, back-up systems, email, phone, and desktop, portable and mobile

devices and wireless network services organization-wide and\or systems as needed.

B. Assist the City of Town & Country in development of their overall technology strategy to align with city-wide business and service objectives; and analyze and update Town & Country's technology standards, practices and policies to improve where possible, the efficiency and effectiveness of operations. Develop and provide recommendations as may be requested;

C. Communicate regularly with the Town & Country City Administrator, or other designee, relative to the status of all technology projects, software and hardware procurement, budget and provide technical assistance to accommodate long-term planning efforts;

D. Provide professional technical advice on the design, implementation, compatibility and management of network systems, data centers, data storage, servers, back-up systems, email, phone, and desktop, portable and mobile devices and wireless network services organization-wide; proactively monitor all connected technology assets to ensure maximum up-time with minimum end user impact; discover, mitigate and document technology risks;

E. Provide advice and assistance for hardware, software and technology services ensuring compliance with all licensing agreements and to achieve stated goals; and prepare and solicit proposals including analysis of technology requirements, development of functional specifications, execution of competitive bid procedures, and performing comparative analysis of proposals;

F. In order to accomplish the scope of work identified herein, the City of Chesterfield will provide, at a minimum, one full-time professional at Town & Country facilities during normal business hours for a minimum average of not less than two (2) work days, average per work week, and additional professional IT technical and management level staff to perform Town & Country tasks or projects as needed either on-site at or remotely;

G. Assist in the research of new developments in technology to determine cost-effective technology solutions; Assist in the preparation of an annual technology operational budget and five-year capital plan; and update as needed; and monitor approved budget and perform cost control activities to assure effective and efficient use of budgeted funds and other resources;

H. Consult and assist departments with planning, evaluation and implementation of new systems and technology solutions; and consult with departmental management to analyze technology requirements with an understanding of mission-critical business operations to translate departmental goals into priorities and projects for system improvements;

I. Assist with the preparation of project feasibility studies and plan and execute projects according to deadlines and within budget; and acquire and coordinate resources and vendors to deliver projects according to plan;

J. Manage Technology Help Desk requests for services from Town & Country personnel and provide timely solutions; and to provide assistance and recommendations to ensure the proper function of desktop hardware, software and interfaces with various applications, Windows operating systems, and mobile device configuration;

K. Review and assist in disaster recovery processes and business continuity procedures for re-establishing technology operations in the event of a disruption, both minor and catastrophic;

L. Analyze and meet end user training needs on various types of software programs to efficiently and effectively support business objectives;

M. Perform work outside of normal working hours, as necessary and practicable, to allow for the continuation of business operations to perform maintenance work or respond to technology emergencies, as needed; and

N. Provide timely and comprehensive customer service to departments and continually seek opportunities to enhance customer satisfaction and foster positive relationships.

2. **Obligations of the City of Town & Country.** In consideration of the City of Chesterfield's performance of Professional services as described herein, the City of Town & Country agrees to compensate the City of Chesterfield at the initial annualized rate of $55,000 for professional services referenced in Section 2, above, payable in equal monthly payments beginning the first day of the first month following the effective date of this agreement. The annual cost of services shall automatically increase as of December 31st of each calendar year, beginning with 12/31/2019, based upon the Urban Wage

Earners and Clerical Workers (CPI-W), St. Louis, one-year recorded percent index change over the previous year, as reported for June in the prior calendar year. In the event the reference index is negative, the contract sum shall not be adjusted.

In addition to the fixed monthly contract sums described herein, the City of Chesterfield shall also bill for any and all direct costs, if any, for materials, equipment, supplies, hardware or software necessary for the execution of the professional services described will be billed at actual cost without markup, in addition to the sum described herein for professional services.

Chesterfield shall provide invoices for the services described herein not more than monthly, with sums due and payable on or before the 1st day of the month services are to be provided.

The City of Town & Country shall provide sufficient office space and office furniture and fixtures for use by the technology personnel performing the services under this Agreement.

Town & Country shall provide, at its cost, all hardware, software, licensing and equipment necessary for Town & Country' network systems, data centers, data storage, servers, back-up systems, email, phone, mobile devices and wireless networks.

3. **Accountability and Oversight**. All personnel providing services under this Agreement shall be and at all times remain employees of the City of Chesterfield while providing services hereunder. Chesterfield shall provide supervision of all personnel performing the technology services under this Agreement and direct their activities. This oversight shall include decision-making regarding allocation of efforts to Town & Country in accordance with this Agreement. To ensure that Town & Country is receiving the agreed upon level of service, either party may request that the technology staff submit a periodic report to the Chesterfield City Administrator and the Town & Country City Administrator, or other designee, and make available supporting time logs, project status reports, etc.

4. **Personnel Rules and Regulations.** All technology personnel performing services under this Agreement shall operate under and in accordance with Chesterfield's Personnel Rules and Regulations. Such personnel shall be hired and disciplined, I if necessary, in the sole discretion of the City of Chesterfield and in accordance with Chesterfield's Personnel Rules and Regulations.

5. **Amendments.** This Agreement may not be further amended, except by written amendment and authorizing legislation of the parties to it. However,

the Chesterfield City Administrator and the Town & Country City Administrator are authorized to approve supplemental binding policies and procedures that will provide for more detailed administration of the cooperative services. Said policies and procedures may be adopted and amended from time to time provided that such policies and procedures do not conflict with the terms set forth in this Agreement.

6. **Effective Date and Duration.** This Agreement shall be effective as of _____, and shall continue indefinitely from year to year unless terminated by either City as provided herein. Either party may terminate this Agreement, with or without cause and for its own convenience, upon 90 days written notice to the other party. In the event that this Agreement is terminated, Town & Country shall pay all costs related to the services performed under this Agreement up to and through the effective date of the termination.

7. **General Provisions.**

   A. **Integrated Agreement.** This Agreement constitutes a single integrated contract expressing the entire agreement of the parties hereto. There are no other agreements, written or oral, express or implied, between the parties, except the agreements set forth in this Agreement.

   B. **Severability.** If any provision, or portion hereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable and shall not be affected and remain in full force and effect.

   C. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

   D. **Governing Law and Venue**. This Agreement is executed and delivered in the State of Missouri and the rights and obligations of the parties herein shall be construed and enforced in accordance with the laws of the State of Missouri. In the event of any litigation arising from or out of this Agreement, the Parties hereby agree to the exclusive jurisdiction of the 21st judicial circuit of St. Louis County, Missouri. The Parties agree to be individually responsible for their own respective reasonable costs and attorney's fees.

   E. **Conflicts with Law.** In the event there are any inconsistencies between the ordinances, policies and practices of the City, this

Agreement shall govern except when this Agreement conflicts with the statutes of the State of Missouri, then State law will govern.

F. **Notice.** Any notice required under this Agreement by its terms or reasonably necessary to fulfill the terms of this Agreement shall be deemed delivered if, to City, such is notice is delivered to the respective City Administrator, such notice is delivered to his address of record or in person. Notices shall be delivered by certified mail, return receipt requested or by hand-delivery.

8. **IN WITNESS WHEREOF**, the undersigned have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

CITY OF TOWN & COUNTRY, MISSOURI

BY: _____

Robert Shelton – City Administrator

Attest: _____ Date: _____
City Clerk

CITY CHESTERFIELD, MISSOURI

BY: _____

Michael Geisel – City Administrator

Attest: _____ Date: _____
City Clerk

GAMBLE & SCHLEMEIER, LTD.

Governmental Relations Services Contract

This agreement, made as of September 1, 2019, 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, which may include, without limitation, legislation affecting the St. Louis County municipal sales tax pooling requirements imposed by RSMo Section 66.620 and legislation directly related to a merger of St. Louis City and St. Louis County. 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, 2020.

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, 2019.

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

_____

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember DeCampi
Vice Chair: Councilmember Hurt

Budget amendments – Insurance reimbursement

The Parks, Recreation and Arts Committee has recommended approval of two budget adjustments associated with insurance reimbursements for costs incurred to repair the damaged playground and an underground electric line at Central Park, in the combined amount of $13,961.72. **A roll call vote is required for approval.**

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 Director of Parks, Recreation and Arts, Tom McCarthy or me prior to Monday's meeting.

MEMORANDUM

DATE: June 20, 2019

TO: Mike Geisel, City Administrator

FROM: John Hughes, Assistant Finance Director

SUBJECT: Parks Insurance Claim Budget Amendment

As you may be aware, the City received $6,715.51 from the insurance company to cover the damages to the Ameren Missouri electric line that was damaged at 695 Veterans Place Drive and repaired by the City. Inasmuch as this revenue and expense were not anticipated during the 2019 budget process, we need to request City Council add it to the 2019 budget. The revenue and expenditures will offset to be neutral. I am recommending we request City Council add the revenues and expenditures to the 2019 budget.

Authorization: 6/20/2019

Michael O. Geisel, City Administrator

Transfer Request No._____ Transfer No. _____

City of Chesterfield
Budgetary Transfer of Funds Request

Transfer From:

Account Number	Account Name	Amount
119-000-4920	Insurance Revenues	6715.51
	TOTAL	6715.51

Transfer TO:

Account Number	Account Name	Amount
119-084-5246	Repairs	6715.51
	TOTAL	6715.51

EXPLANATION:

The City received $6,715.51 from the insuance company to cover the damages to the Ameren Missouri electric line that was damaged at 695 Veterans Place Drive and repaired by the City. The amount is minus the City's deductible. The check was deposited into the Insuance Revenues in Parks (119-000-4920). Please move this to 119-084-5246 Repairs account where the repair bills were paid out of.

APPROVALS:

Requested By: Ann Marie Stagoski **Date:** 6-19-19

Department Head: _____ **Date:** 6-19-19

Finance Director: _____ (required) **Date:** 6-19-19

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.

MEMORANDUM

DATE: June 20, 2019

TO: Mike Geisel, City Administrator

FROM: John Hughes, Assistant Finance Director JH

SUBJECT: Parks Playground Insurance Claim Budget Amendment

As you may be aware, the City received $7,256.57 from the insurance company to cover the damages to the Central Park Playground that was damaged and repaired by the City. Inasmuch as this revenue and expense were not anticipated during the 2019 budget process, we need to request City Council add them to the 2019 budget. The revenue and expenditures will offset to be neutral. I am recommending we request City Council add the revenues and expenditures to the 2019 budget.

Authorization: MOGeisel 6/20/2019

Michael O. Geisel, City Administrator

Transfer Request No._____ Transfer No. _____

City of Chesterfield
Budgetary Transfer of Funds Request

Transfer From:

Account Number	Account Name	Amount
119-000-4920	Insurance Revenue	7,256.57
	TOTAL	7,256.57

Transfer TO:

Account Number	Account Name	Amount
119-084-5247	Maintenance Repair of Equipment	7,256.57
	TOTAL	7,256.57

EXPLANATION:

The City received $7,256.57 from the insurance company to cover the damages to the Central Park Playground which was repaired by the City. The amount is minus the City's deductible. The check was deposited into the Insurance Revenues in Parks (119-000-4920). Please move this to 119-084-5247 where the repair bills were paid out of.

APPROVALS:

Requested By: Ann Marie Stagoski **Date:** 6-20-19

Department Head: _____ **Date:** 6-20-19

(required)

Finance Director: _____ **Date:** 6-20-19

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 Monachella
Vice Chair:

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

Per statutory limitations and City Code section 2 - 91, the City Clerk is appointed for a term not to exceed four years. Mrs. (Hass) McGownd's current appointment will expire as of 8/11/2019. Included in the Council packet is a proposed resolution re-appointing Mrs. McGownd to a new four year term through August 11, 2023. **A voice vote is required.**

Sec. 2-91 Appointment.
[Ord. No. 4, § 1, 6-1-1988; Ord. No. 2966 §§ 1 — 2, 7-17-2017]
The City Administrator shall appoint the City Clerk with the consent of the City Council. The term of the City Clerk shall continue from the date of appointment for an indefinite period of time not to exceed four (4) years. The City Clerk may be removed from office by the City Administrator with consent of the City Council.

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

RESOLUTION NO. _____

A RESOLUTION TO RE-APPOINT VICKIE (HASS) MCGOWND AS CITY CLERK

WHEREAS, Vickie Hass was originally appointed to fill the unexpired term of former-City Clerk Judy Naggiar, ending August 11, 2015; and

WHEREAS, Vickie Hass was re-appointed for a four year term as City Clerk on July 20, 2015; and

WHEREAS, the City Administrator is recommending the re-appointment of Vickie (Hass) McGownd as City Clerk;

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

Section 1. Vickie McGownd shall be re-appointed to the position of City Clerk for the City of Chesterfield, for a four-year term, ending August 11, 2023.

Section 2. Said Appointment shall be in full force and effect from and after its passage and approval.

Passed and approved this 15th day of July, 2019.

_____
Bob Nation, Mayor

ATTEST:

_____
Vickie McGownd, City Clerk

OTHER LEGISLATION

I have no other legislation scheduled for action at this meeting.

UNFINISHED BUSINESS

There are no unfinished action items on the agenda for this meeting.

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

NEW BUSINESS

There are no new business action items on the agenda for this meeting.

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