



CITY OF CHESTERFIELD

PUBLIC HEALTH & SAFETY COMMITTEE MEETING OF THE WHOLE

MONDAY, May 22, 2017
5:30 PM

CONFERENCE ROOM 202

AGENDA

- I. APPROVAL OF MINUTES
- II. SELECT VICE-CHAIR/CAPY/PPB
- III. PROSECUTING ATTORNEY AND COURT REVIEW

Brief presentation by Prosecuting Attorney Tim Engelmeyer regarding controversial cases.

The committee will discuss a process for review and establish plans. This may include considering an impendent reviewer which would require Council approval of funds for such an action.

IV PROPOSED ORDINANCES

A. Unmanned Aircraft System (Drones)

The Committee will consider a proposed ordinance regulating the operation of Drones within the City.

B. AirBNB – The Committee will consider a proposed ordinance which would prevent vacation rentals of 30 days or less

V. BODY WORN CAMERAS (BWC'S)

Chief Johnson will brief the Committee on a proposal for the acquisition of free BWC's for one (1) year.

VI CLARKSON VALLEY

Chief Johnson will update the Committee on the proposal for the provision of Police Services for Clarkson Valley

VII. OTHER?

VIII. NEXT MEETING

IX. ADJOURN

MEMORANDUM



DATE: February 28, 2017

TO: Mike Geisel, City Administrator

FROM: Chief Ray Johnson 

SUBJECT: PUBLIC HEALTH & SAFETY COMMITTEE MEETING OF THE WHOLE

The Public Health and Safety (PH&S) Committee met on Monday, February 27, 2017. Those in attendance included Chairperson Bridget Nations Councilmember - Ward II, Councilmember Barry Flachsbart, Ward I, Councilmember Randy Logan, Ward III, Councilmember Tom DeCampi, Ward IV, Mayor Bob Nation, Councilmember Barb McGuinness – Ward I, Councilmember Guy Tillman, Ward II, Councilmember Nathan Roach, Ward IV, Chief Ray Johnson and City Administrator Mike Geisel. Those also in attendance included City Attorney Chris Graville, Captain Ed Nestor and Captain Steve Lewis. Councilmember Hurt – Ward III was not in attendance. Several citizens were also in attendance

The meeting was called to order at 5:30 PM, by Chairperson Bridget Nations.

I. Approval of Minutes – December 12, 2016

Councilmember DeCampi motioned and Councilmember Flachsbart seconded to approve the minutes of the December 12, 2016 Public Health & Safety Committee meeting. The motion carried 4-0.

II. VRBO (Vacation Rental by Owner)

The Committee discussed the rental of city residential property by owners who possibly utilize internet sites such as Air BNB and VRBO (Vacation Rental by Owner). Air BNB advertises single rooms available by single night(s) whereas VRBO advertises entire homes available for longer periods. City Attorney Graville noted that renting rooms is restricted in the City's current ordinance dealing with "boarders" in residences.

A copy of the Maplewood municipal ordinance was reviewed. City Administrator Geisel reported the development history of the Maplewood ordinance where it had started out as more restrictive than the final land use ordinance that has been passed by their City Council. Although the City of Chesterfield "boarder" ordinance may be utilized to stop renting

rooms, the enforcement of the ordinance is a lengthy process with only one Code Enforcement Officer employed by the City of Chesterfield.

It was noted that the municipalities of Jennings and Ferguson also have ordinances regarding the renting of residential properties and/or rooms for short periods.

Chief Johnson noted the problem of enforcing the Chesterfield current ordinance when the owner of the property is not currently living in the residence.

Chief Johnson provided copies of proposed State House and Senate bills that are ready for discussion in the Missouri legislature. These Bills would prohibit municipalities from passing ordinances to prohibit the vacation rental of rooms and/or residences. Therefore, it will be essential to get an ordinance in place in the City of Chesterfield before the enactment of State regulations.

City Attorney Graville general requested direction to draft an ordinance for City Council review.

Councilmember Flachsbart motioned and Councilmember Logan seconded to direct City Attorney Graville to prepare an ordinance to prevent vacation rentals of thirty (30) days or less and to also tighten current ordinances to prohibit the rental of rooms in residential properties. This proposed ordinance would then be presented to the City Council. The motion carried 7-0.

III. Managed Deer Hunts

As requested at the previous Public Health & Safety Committee Meeting, Chief Johnson provided information regarding possible managed deer hunts in Chesterfield.

A deer count would need to be completed before any company would proceed with a managed deer hunt. The total cost for a managed hunt would be approximately \$200,000.00. According to the companies who perform managed hunts, the hunts would need to be repeated every couple of years because the deer populations would re-populate.

The Police Department staff did investigate hunting in the City Parks. The ordinances dealing with the parks in Chesterfield would need to be revised to allow hunting.

Chief Johnson noted that he has spoken with the Missouri Department of Conservation expert who stated the best hunting program for

residential areas is the current one in place for bow hunting in Chesterfield. However, our ordinance could be modified to lessen the amount of liability insurance required and also allow hunting on parcels less than one acre.

Wendy Geckeler informed those present that she had spoken with Erin Shank of the Missouri Department of Conservation and also a hunter who participates in the current bow hunting in Chesterfield. She noted that baited hunting outside of the Missouri State bow hunting season is sometimes allowed in "nuisance" situations. This is an option that she encouraged the City of Chesterfield to pursue.

Mr. Geisel reiterated that half the citizens in Chesterfield are pro-hunting and half are against hunting in residential areas. Although the program is in place, there are not enough participants in the program. It is difficult to address the deer management issue when residents have chosen not to allow deer hunting within their common grounds or on large lots. Any deer reduction activities will ultimately require property owner consent.

Chief Johnson informed those present that there will be a meeting hosted by the Missouri Department of Conservation regarding deer management on April 13, 2017 from 9:00 AM until 12:00 Noon at the Powder Valley Nature Center. Anyone interested is invited to attend.

Noting the re-occurring costs of managed hunts, Councilmember Flachsbart motioned and Councilmember DeCampi seconded to revise the current ordinance to allow hunting on one half acre and reduce in half the amount of liability insurance required. He noted this may increase the number of citizens participating in the program. This motion carried 7-0.

Councilmember Flachsbart then motioned to direct police staff to prepare a proposed sharpshooter hunting program. This motion was seconded by Councilmember McGuiness. Councilmember Flachsbart then amended his motion to first obtain a deer count. The amendment was seconded by Councilmember McGuiness. Councilmember Logan then offered an amendment to also include the number of deer appropriate and acceptable in the Chesterfield area and to contract with White Buffalo to do the proposed work at a cost not to exceed \$6,000.00 to be paid from the City's General Fund – Fund Reserve. When completed this information shall be submitted to City Council. The second amended motion was approved 7-0; the third amended motion was approved 7-0. The initial motion incorporating both amendments was approved 7-0. This item will be moved to City Council for approval.

IV. Clarkson Valley – RFP provision of Police Services

Chief Johnson informed the Committee that the City has received a request for a proposal to provide police services to Clarkson Valley. Chief Johnson would like to respond to the proposal with the caveat that there would be no additional cost to the City of Chesterfield to provide these services. He noted that this would provide a larger presence of Chesterfield in the area emphasizing the lengthy border between Chesterfield and Clarkson Valley and the two schools located in Clarkson Valley that are attended by students that are residents of Chesterfield.

Chief Johnson stated that the proposal would probably require five additional officers and two SRO (School Resource Officers) that would have the same contractual arrangements with the schools as the current SRO officers currently working in schools located in Chesterfield: 75% of salary provided by the schools and 25% by the City of Clarkson Valley.

Councilmember Logan motioned and Councilmember Flachsbart seconded to approve the submission to the Request for a Proposal for the provision of Police Services to the City of Clarkson Valley. The motion carried 7-0.

V. Drone Ordinance

Chief Johnson reported that the Public Health & Safety Committee had previously discussed possible regulations of drones within the City of Chesterfield and agreed to await possible FAA regulations before any other guidelines be considered. At this time, FAA regulations are complete. Since the time that drones were initially discussed, many additional commercial uses have been developed such as those planned by Amazon and those currently in use such as real estate firms for surveying property from the air. Chief Johnson provided a sample of the current Wildwood ordinance. The Committee discussed privacy issues and liability regarding possible property damage from drones. The Committee members also stated that it would be advantageous to have an ordinance in place before the State puts regulations in place.

Councilmember Flachsbart motioned and Councilmember Tillman seconded to direct Chief Johnson, City Administrator Geisel, and City Attorney to draft a proposed ordinance for the regulation of drones. The motion carried 7-0.

Having no other business, the meeting adjourned at 6:40 PM.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE TO REGULATE UNMANNED AIRCRAFT SYSTEMS (DRONES)

WHEREAS, the City of Chesterfield is aware of the proliferation of privately operated unmanned aircraft (drones) by individuals: and,

WHEREAS, the operation of unmanned aircraft (drones) may present a threat to individual privacy and potential physical harm to residents: and,

WHEREAS, the City of Chesterfield is concerned with the peace, safety and welfare of neighborhoods: and,

WHEREAS, THE City of Chesterfield is desirous of protecting the residents from potential mishaps caused by such operation of unmanned aircraft (Drones):

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

It shall be unlawful for any person to operate an unmanned aircraft within the limits of the City of Chesterfield other than as stipulated herein.

Section I. Definitions: For purposes of this section, the following words and phrases shall have the following meanings:

A. Definitions:

1. City – City of Chesterfield.
2. Unmanned Aircraft (Drone) An aircraft operated without the possibility of direct human intervention from within or on the aircraft.
3. Operate
To pilot, steer, direct, fly or manage a small unmanned aircraft through the air whether from within the aircraft or remotely. The term “operate” includes managing or initiating a computer system that pilots, steers, directs, flies or manages a small unmanned aircraft.

4. Surveillance

The gathering, without permission and in a manner that is offensive to a reasonable person, of visual images, physical impressions, sound recordings, data or other information involving the private, personal, business or familial activities of another person, business or entity, or that otherwise intrudes upon the privacy, solitude or seclusion of another person, business or entity, regardless of whether a physical trespass onto such other person's business's or other entity's land, or into the airspace above such other person's, business's or other entity's land, occurs in connection with such surveillance.

5. Unmanned Aircraft Systems (UAS) (Drone)

An unmanned aircraft and its associated elements including communication links and the components that control the unmanned aircraft).

6. Remote UAS Pilot

The person who:

- a. Has final authority and responsibility for the operation and safety of the flight;
- b. Has been designated as pilot in command before or during the flight; and
- c. Holds the appropriate category, class, and type rating, if appropriate, for the conduct of the flight.

7. Special event

Any public gathering or event held outdoors on city property that requires the issuance of a permit from the City of Chesterfield.

8. Visual Observer

Means a person who is designated by the remote pilot in command to assist the remote pilot in command and the person manipulating the flight controls of the small UAS to see and avoid other air traffic or objects aloft or on the ground.

9. Commercial Purpose

Means receiving anything of value resulting from the operation of the UAS.

10. Small UAS

Means a UAS that weighs more than 0.55 pounds and less than 55 pounds. (this includes the actual aircraft and its support systems)

- B. The UAS in flight must remain within visual line of sight of the Pilot of the UAS.
- C. The Pilot(s) of a UAS shall not operate a UAS over persons Unprotected by shelter.
- D. The remote pilot of an UAS shall not operate the UAS, nor shall a person act as a visual observer for the operation of an UAS, under the influence of alcohol or controlled substance.
- E. The remote pilot of an UAS shall ensure the operating environment is safe and shall not operate the UAS in a reckless or negligent manner so as to endanger the life or property of another.
- F. It shall be unlawful to operate an UAS directly over the private property of another without the property owner's consent, if such operation of the UAS:
 - 1. enters into the immediate reaches of the air space next to private property or,
 - 2. if it interferes substantially with the property owner's use and enjoyment of his/her property.
- G. All UAS shall be limited to daylight-only operations, or civil twilight – thirty (30) minutes before official sunrise to thirty (30) minutes after official sunset, local time.
- H. It shall be unlawful to operate a UAS for surveillance within the City limits.
- I. It shall be unlawful to operate a UAS over or adjacent to any City sponsored event or athletic event, bicycle race, City swimming pool,

fireworks display parade, or emergency scene such as a fire, motor vehicle accident, or crime scene.

- J. An operator of an UAS must have in their possession the UAS registration as issued by the FAA at time of flight and display that registration upon request of an authorized official, such as a police officer.
- K. A remote UAS Pilot must have in their possession an FAA Commercial Remote Pilot Certificate and display that certificate upon request by an authorized official such as a police officer if flying for commercial purposes
- L. Notwithstanding the provisions set forth herein, nothing in this ordinance shall be construed so as to prohibit the use of a drone by a Law Enforcement Agency.

NOTE: The Chief of Police shall have the authority to waive compliance with the restrictions herein, when such action is deemed appropriate and does not unduly jeopardize the safety and security of the public or any individual.

Section II. This ordinance shall be codified within the Municipal Code of the City of Chesterfield.

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

Passed and approved this _____ day of _____, 2017.

Bob Nation, Mayor

ATTEST:

Vickie Hass, City Clerk

IV-B

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 21-77 TO CHAPTER 21, ARTICLE VI OF THE CHESTERFIELD CITY CODE RELATING TO THE REGULATION OF RENTING OF SINGLE-FAMILY DWELLINGS.

WHEREAS, the peace, safety, and general welfare of neighborhoods can be negatively affected by excessive noise, disorderly conduct, illegal parking, overcrowding, and excessive accumulation of refuse created by short term vacation rentals; and

WHEREAS, the Public Health and Safety Committee, having considered said amendment to Chapter 21 of the City Code, recommended approval; and,

WHEREAS, the City Council having considered said requested amendment to Chapter 21 of the City Code, recommended approval.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI as follows:

Section 1. Section 21-77 of the City of Chesterfield, Missouri, Code is hereby amended to read as follows:

Section 21-77 RENTING OF SINGLE-FAMILY DWELLINGS

- a) No individual, family, or family member who occupies or resides in a single-family dwelling shall accept or charge rent to allow or permit an individual who is not a family member to occupy or dwell in the same single-family dwelling.
- b) No individual, family or family member shall pay rent or offer to pay rent to occupy or reside in a single-family dwelling which is currently occupied by another family.
- c) Short term rentals, defined as terms of 30 days or less, of single-family dwelling, in part or in whole, shall be prohibited.
- d) For the purpose of this section "Rent" is defined as something given by way of compensation for the right to dwell or occupy in a single-family dwelling. "Rent" shall not include a stipend or payment of living expenses for a student under the age of nineteen (19) who is then

participating in a recognized foreign exchange student program.

- e) Violation of this section shall be a misdemeanor, punishable by a fine of not less than five dollars (\$5.00) and not more than one thousand dollars (\$1,000.00) or by imprisonment not to exceed three (3) months or by both such fine and imprisonment.

Section 2. The Section assignments designated in this Ordinance may be revised and altered in the process of recodifying or servicing the City's Code of Ordinances upon supplementation of such code if, in discretion of the editor, an alternative designation would be more reasonable. In adjusting such designations, the editor may also change other designations and numerical assignment of code sections to accommodate such changes.

Section 3. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect.

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

Passed and approved this _____ day of _____,
2017.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: _____



This Agreement grants the right to use the Axon Enterprise, Inc. ("Axon") Product(s) identified in this Agreement to your law enforcement agency ("Agency" or "you") on loan and free of charge for a trial and evaluation of the Product(s) by the Agency.¹ The Trial Period is 365 days unless extended by Axon. This offer from Axon is void where prohibited by law or regulation.

1. Trial Kit. The Trial Kit may include the following:

- ☐ 74016 – Axon Body 2
- ☐ 70042 – Axon Dock, Single Camera Bay
- ☐ 70043 – Axon Dock, 6-Camera Bay

which will be specified on your Sales Order ("Product"). Axon reserves the right to limit the number of Trial Kits you receive. Axon reserves the right to supply a refurbished Product as part of the Trial Kit. Axon's warranty, limitations and releases for the Products is applicable and available on Axon's website at www.axon.com.

2. Agency Obligations. You agree to only use the Product for trial and evaluation purposes and will not: (a) reproduce or modify the Product; (b) rent, sell, lease or otherwise transfer the Product; (c) use the Product or Evidence.com to store or transmit infringing, libelous, or otherwise unlawful or tortuous material or to store or transmit material in violation of third-party privacy rights; or (d) attempt to gain unauthorized access to Evidence.com or related systems or networks. You agree to comply with all Axon materials, including all addendums attached hereto regarding the Products during the Trial Period. Upon request of Axon, you also agree to cooperate and participate in a case study involving the Product and your use of the Product. You agree that Axon will have a non-exclusive, perpetual license to utilize the results and any report or publication resulting from the case study in Axon's training, markets and sales materials.

3. Return of Product. You agree to either return the Product to Axon within 10 days after the end of the Trial Period, or be invoiced for the full MSRP of the Product and pay the invoice along with any applicable taxes and shipping costs pursuant to Axon's standard sales terms and conditions. If any individual piece of the Trial Kits is not returned to Axon at the end of the Trial Period, then Axon will issue to you an invoice for the MSRP of the unreturned item(s). You agree to pay the invoice along with any applicable taxes. In the event you decide to enter into a contract with Axon after the Trial Period for the continued use of the Evidence.com Services, Axon will negotiate

pricing with you at that time.

If you choose to return the Product to Axon instead of purchasing the Product, you agree to return the Product to Axon in good working condition, normal wear and tear excepted. Axon reserves the right to charge you if there is damage beyond the normal wear and tear and outside of the warranty coverage.

Before you return the Product, it is your responsibility to download the Product and keep a backup copy of the data. All data stored in the Product will be erased upon receipt of the Product by Axon. Product is to be returned via the RMA process to Axon Enterprise, Inc., 17800 N. 85th Street, Scottsdale, Arizona USA 85255, Attention: Trial Returns.

4. Agency Data. With your return of the Product, you may request Axon make available to you for download your data and any attachments that you uploaded to Evidence.com during the Trial Period. During the 30 days following this request you may retrieve your data from the Evidence.com services. After this 30-day period, Axon will have no obligation to maintain or provide any data uploaded to Evidence.com and will thereafter, unless legally prohibited, delete all of this data in Axon's systems or otherwise in its possession or control.

5. Proprietary Information. You agree that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute the Product, and that you will not directly or indirectly cause any proprietary rights to be violated.

6. Intellectual Property. You acknowledge and agree that you do not acquire ownership of any rights in the Product or Evidence.com services, and that Axon and its affiliates own all right, title and interest in and to the Product and Evidence.com services, and its data and any modifications, alterations, translations or derivative works relating to the Products and Evidence.com services.

7. Confidentiality. You agree that your evaluation of the Product is confidential. You agree that you shall not directly or indirectly disclose any information about the Product and your evaluation of the Product to any third person or entity and only to those people of your Agency who have a need to know.

Formal Matters.

A. Signature. Your signature warrants and acknowledges that you are authorized to execute this Agreement on behalf of your Agency.

B. Entire Agreement; Modification; Severability. This Agreement incorporates the Community One Field Trial



National Field Trial Agreement

Addendum in its entirety and contains all the terms and conditions agreed on by the parties regarding the Trial Kit. Any previous agreements between the parties regarding a free trial of the Product are replaced by this Agreement. This Agreement can be modified or changed only by a written instrument signed by both parties. This Agreement is contractual and not a mere recital. If any part of this Agreement is held indefinite, invalid, or otherwise unenforceable, the rest of the Agreement will continue in full force and effect. You must accept this Agreement unmodified and as written.

C. Relationship of the Parties. The parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

D. Assignment. You must not, by operation of law or otherwise, assign any of your rights or delegate any of your obligations under this Agreement without the prior express written consent of Axon.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Agency

Signature: _____

Name: _____

Title: _____

¹This Agreement does not cover trials or evaluations solely of any Axon beta software or firmware.

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