AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, May 16, 2022
5:30 PM

I. **American Jewish Committee Presentation –** M. Paul Kravitz

II. **Appointments** – Mayor Bob Nation

A. **Board of Adjustment –** Re-Appointment (Katherine Hipp)

B. **Planning Commission –** Re-Appointment (Guy Tilman)

III. **Council Committee Reports**

A. **Planning and Public Works Committee** – Chairperson Dan Hurt, Ward III

1. **Bill No. 3391 - P.Z. 19-2021 2030 Clarkson Road (Srilakshmi Properties, LLC) –** An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the "NU" Non-Urban District to "R-5" Residential District for a 2.84-acre tract of land located on the north side of Old Clarkson Road and southeast side of Clarkson Road [P.Z. 19-2021 2030 Clarkson Road, 20T640517]. **First Reading – Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

2. **Bill No. 3392 - P.Z. 02-2022: River Crossings (Holman Motorcars St. Louis) –** An ordinance amending City of Chesterfield Ordinance 2566 to modify development criteria contained in Exhibit 2 of Ordinance 2566 to establish new signage criteria for a 15.841-acre tract of land zoned "PC" Planned Commercial District located northeast of the intersection of Chesterfield Airport Road and Public Works Drive (P.Z. 02-2022 River Crossings [Holman Motorcars St. Louis] 17U24066; 17U240077; 17U240088; 17U52006; 17U520072; 17U520171; 17U520182; 17U520193). **First Reading – Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended. Green Sheet Amendment recommended by Planning & Public Works Committee.**

3. **Next Meeting – Thursday, May 19, 2022 (5:30pm)**

B. Finance and Administration Committee – Chairperson Barbara McGuinness, Ward I

1. **Next Meeting – Monday, May 23, 2022 (5:00pm)**

C. Parks, Recreation and Arts Committee – Chairperson Gary Budoor, Ward IV

1. **Creative Arts Alliance Art Location Recommendation (Popsicles)–** After review of several locations by the Parks, Recreation and Arts Committee the location of Central Park between the south plaza and Veterans Honor Park vault area was chosen to place the artwork titled "Popsicles". **(Voice Vote) Parks, Recreation & Arts Committee recommend approval**

2. **Logan Park Phase II Budget Transfer –** This budget transfer is necessitated by the City's success in obtaining a $525,000 municipal parks grant for Logan Park Phase II improvements. **(Roll Call Vote) Parks, Recreation & Arts Committee recommend approval.**

3. **ARPA City Hall Landscaping Project –** Staff's recommendation to initiate the currently funded landscape remediation of City Hall, with in-house resources, phased as workload permits. **(Voice Vote) Parks, Recreation & Arts Committee recommend approval.**

4. **Next Meeting – Tuesday, May 24, 2022 (5:00pm)**

D. Public Health and Safety Committee – Chairperson Aaron Wahl, Ward II

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

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

a. **Bid Recommendation – Schoettler Road Asphalt Project –** Recommendation to accept the low bid, as submitted by N.B. West Contracting, and to authorize the City Administrator to enter into an Agreement with N.B. West Contracting in a total amount not to exceed $1,200,000.00. Funds for this work are budgeted in Account 120-079-5490. **(Roll Call Vote) Department of Public Works recommends approval.**

V. Other Legislation

VI. Unfinished Business

VII. New Business

VIII. Adjournment

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

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

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

AGENDA
CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, May 16, 2022
7:00 PM

I. CALL TO ORDER – Mayor Bob Nation

II. PLEDGE OF ALLEGIANCE – Mayor Bob Nation

III. MOMENT OF SILENT PRAYER – Mayor Bob Nation

IV. ROLL CALL – City Clerk Vickie McGownd

V. APPROVAL OF MINUTES – Mayor Bob Nation

A. **Special City Council Meeting Minutes –** April 18, 2022
B. **City Council Meeting Minutes** – April 19, 2022
C. **Strategic Planning Workshop I Meeting Minutes** – May 2, 2022
D. **Strategic Planning Workshop II Meeting Minutes** – May 9, 2022

VI. INTRODUCTORY REMARKS – Mayor Bob Nation

A. **Thursday, May 19, 2022 – Planning & Public Works (5:30pm)**
B. **Monday, May 23, 2022 – Finance & Administration (5:00pm)**
C. **Monday, May 23, 2022 – Planning Commission (7:00pm)**
D. **Tuesday, May 24, 2022 – Parks, Recreation & Arts (5:00pm)**
E. **Monday, May 30, 2022 – City Hall Closed for Memorial Day**
F. **Tuesday, June 07, 2022 – City Council Meeting (7:00pm)**

VII. COMMUNICATIONS AND PETITIONS – Mayor Bob Nation

VIII. APPOINTMENTS – Mayor Bob Nation

A. Board of Adjustment – Re-Appointment (Katherine Hipp)

B. Planning Commission – Re-Appointment (Guy Tilman)

IX. COUNCIL COMMITTEE REPORTS

A. Planning and Public Works Committee – Chairperson Dan Hurt, Ward III

1. **Bill No. 3391 - P.Z. 19-2021 2030 Clarkson Road (Srilakshmi Properties, LLC) –** An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the "NU" Non-Urban District to "R-5" Residential District for a 2.84-acre tract of land located on the north side of Old Clarkson Road and southeast side of Clarkson Road [P.Z. 19-2021 2030 Clarkson Road, 20T640517]. **First Reading – Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

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3. **Next Meeting – Thursday, May 19, 2022 (5:30pm)**

B. Finance and Administration Committee – Chairperson Barbara McGuinness, Ward I

1. **Next Meeting- Monday, May 23, 2022 (5:00pm)**

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1. **Creative Arts Alliance Art Location Recommendation (Popsicles)–** After review of several locations by the Parks, Recreation and Arts Committee the location of Central Park between the south plaza and Veterans Honor Park vault area was chosen to place the artwork titled "Popsicles". **(Voice Vote) Parks, Recreation & Arts Committee recommend approval**

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3. **ARPA City Hall Landscaping Project –** Staff's recommendation to initiate the currently funded landscape remediation of City Hall, with in-house resources, phased as workload permits. **(Voice Vote) Parks, Recreation & Arts Committee recommend approval.**

4. **Next Meeting – Tuesday, May 24, 2022 (5:00pm)**

D. **Public Health and Safety Committee** – Chairperson Aaron Wahl, Ward II

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

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

A. **Bid Recommendation – Schoettler Road Asphalt Project –** Recommendation to accept the low bid, as submitted by N.B. West Contracting, and to authorize the City Administrator to enter into an Agreement with N.B. West Contracting in a total amount not to exceed $1,200,000.00. Funds for this work are budgeted in Account 120-079-5490. **(Roll Call Vote) Department of Public Works recommends approval.**

XI. OTHER LEGISLATION

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. ADJOURNMENT

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AGENDA REVIEW – TUESDAY 05/16/2022 – 5:30 PM

An AGENDA REVIEW meeting has been scheduled to start at **5:30 PM, on Monday, May 16, 2022**.

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

EXECUTIVE SESSION

An Executive Session (closed meeting) has been scheduled to take place immediately following the Agenda Review Meeting on Monday, May 16, 2022, which itself is scheduled to begin at 5:30 p.m.

The purpose of this meeting is to provide the opportunity for confidential communication by/among the City's elected officials, their City Attorney, and appropriate City Staff.

The discussion during this Executive Session is scheduled to include the following:

RSMo 610.021 (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

City of Chesterfield
Excess Checks (=> $5,000)
April 2022

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
4/1/2022	48540	G. R. ROBINSON SEED	(2) DURATION, RONSTAR, MOUND CLAY, GLYPHOSATE, DIQUAT	$ 14,400.00	119
4/7/2022	48553	CAPRI POOLS, LLC	(4) POOL REPAIR LABOR, (2) POOL REPAIR MATERIAL, EYEBALL INLET KIT	17,391.98	119
4/7/2022	48557	HEAVY DUTY EQUIPMENT	(4) WALK BEHIND MOWERS (Traded in 3)	27,496.00	119
4/14/2022	48573	AMERICAN READY MIX CO.	CONCRETE	5,141.00	119
4/14/2022	48599	SURECUT LAWNCARE, LLC	PLANT MATERIAL	6,771.00	119
4/28/2022	48646	MARLIN BUSINESS BANK	ROBOT PACKAGE	5,616.56	119
4/28/2022	48650	NEXUS BUILDING SOLUTIONS INC.	CONTAINER CONCESSION FACILITIES, INSTALLATION OF CONTAINER UNITS	70,129.00	119
4/1/2022	66315	LOU FUSZ FORD, INC.	(8) POLICE VEHICLES	285,448.00	121
4/7/2022	66352	OATES ASSOCIATES	WILSON AVENUE-DESIGN SERVICES	12,797.60	120
4/7/2022	66355	PECKHAM GUYTON ALBERS & VIETS, INC	PROFESSIONAL SERVICES THROUGH 3-26-2022	6,734.16	001
4/7/2022	66361	SHI INTERNATIONAL CORP	WEB & NETWORK PROTECTION RENEWAL, Annual Software Subscription, SERVER ROOM UPS SYSTEM	70,402.82	001
4/7/2022	66366	THE HARTFORD-PRIORITY ACCOUNTS	APRIL 2022 STD, LIFE & VOLUNTARY, LTD BENEFITS	11,099.89	001
4/14/2022	66378	AMEREN MISSOURI	690 CHESTERFIELD PKWY W-0627147004	8,425.83	001
4/14/2022	66402	IDEAL LANDSCAPE MANAGEMENT	RIPARIAN TRAIL PHASE II	35,981.87	120
4/14/2022	66423	ROLWES ELECTRIC	CITY HALL EXTERIOR LIGHTING PROJECT	9,582.35	120
4/14/2022	66434	TIMBERLINE PROFESSIONAL TREE CARE LLC	2022 STREET TREE AND STUMP REMOVALS	8,085.00	001
4/14/2022	66437	TOPE PLUMBING	1887 BEAVER RIDGE - SEWER REPAIR	7,937.00	110
4/14/2022	66439	TREASURER-ST. LOUIS COUNTY	POLICE COMMUNICATIONS	17,354.52	121
4/21/2022	66451	COMPASS MINERALS AMERICA INC	SALT CO-OP	85,304.83	001
4/21/2022	66453	DELTA DENTAL OF MISSOURI	MAY 2022 DENTAL INSURANCE PREMIUMS-HIGH&LOW	13,198.83	001
4/21/2022	66463	GEORGE BUTLER ASSOCIATES, INC.	RIPARIAN TRAIL PROJECT-ENG. DESIGN AND CONSTRUCTION SERVICES	30,813.22	120
4/21/2022	66467	HENDERSON PRODUCTS, INC.	2021 PURCHASE OF 2.5 TON TRUCK AND TANDEM COST OVERRUN	13,978.68	001
4/21/2022	66483	NEUMAYER EQUIPMENT COMPANY	PWF FUEL TANK REPAIRS	9,829.92	001
4/21/2022	66485	PNC BANK	APR 2022 MONTHLY PNC STATEMENT	15,033.64	001
4/21/2022	66494	TOPE PLUMBING	13 RIDGE CREST - SEWER REPAIR	5,363.00	110
4/21/2022	66495	TOPE PLUMBING	16264 BENT TREE - SEWER REPAIR	5,513.00	110
4/21/2022	66496	TRUCK CENTERS, INC.	2.5 TON TRUCK AND TANDEM, S-194 REPAIR/COMPR-AC/BALEO/140MM/8PK, S-118 REPAIR/2-ACCUSEAL 5" MAGNI COATED/2-EXHAUST CLAMP/U-BOLT	176,115.77	001/120
4/28/2022	66510	FARINELLA NURSERY LANDSCAPE CONST. LLC	2021 STREET TREES, 2022 STREET TREES	62,150.00	001
4/28/2022	66536	RYAN BAYLESS	2022 STREET SWEEPING	10,085.00	001
4/28/2022	66540	ST. LOUIS AREA INSURANCE TRUST	MAY 2022 HEALTH INSURANCE PREMIUMS	198,480.42	001
4/28/2022	66546	THE GRAVILLE LAW FIRM, LLC	JAN 2022 PROFESSIONAL SERVICES	17,789.23	001
4/28/2022	66551	TOPE PLUMBING	17 CONWAY SPRINGS - SEWER REPAIR	5,278.00	110
				$ 1,269,728.12	

Respectfully submitted by,
John Hughes, Assistant Finance Director

John Hughes

Fund Legend

General Fund	001
Sewer lateral fund	110
Police forfeiture fund	114
Parks	119
Capital Improvements	120
Public Safety	121
Everything from the ARPA Strategy should be coded to	137
Trust & Agency	808

RECORD OF PROCEEDING

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

APRIL 18, 2022

The meeting was called to order at 4 p.m.

A roll call was taken with the following results:

PRESENT	ABSENT
Councilmember Mary Monachella	Mayor Bob Nation [arrived at 4:57 p.m.]
Councilmember Barbara McGuinness	
Councilmember Aaron Wahl	
Councilmember Mary Ann Mastorakos	
Councilmember Dan Hurt	
Councilmember Michael Moore	
Councilmember Tom DeCampi [arrived at 4:03 p.m.]	
Councilmember Gary Budoor	

NEW BUSINESS

Maryville Woods Mill Center Development (Town and Country)

President Pro-Tem Mastorakos welcomed three Chesterfield residents who expressed concern over the proposed Maryville Woods Mill Center Development in Town and Country, Missouri:

Mr. Colin Murphy, 8 Conway Springs Drive
Mr. Kiley Hill, 3 Conway Springs Drive
Mr. Scott Lieberman, 9 Conway Springs Drive

These gentlemen shared information and expressed concern pertaining to the proposed development, which would abut multiple neighborhoods in Town and Country and create a negative impact for Chesterfield residents along Conway Road and the surrounding area. They asked for advice on how to express their opposition.

City Council and Planning Commission Chair Merrell Hansen participated in the discussion and presented several suggestions, including:

- Coordinate and be efficient by gathering as many Town and Country residents as possible to attend the Planning and Zoning meeting. Each person addressing the Commission should present a different topic of concern (density, Comprehensive Plan, and traffic) in order to avoid duplication of comments.
- Pose questions to the Commissioners; such as:
    - Is the proposed density appropriate for the site?
    - Does the project align with the Comprehensive Plan and other land use/restrictions in the area?
    - Does the project include any proposed roadway improvements to accommodate increased traffic?

[Councilmember Hurt left at 4:42 p.m.]
[Councilmember DeCampi left at 4:52 p.m.]

ADJOURNMENT

There being no further business to discuss, President Pro-Tem Mastorakos adjourned the meeting at 5:04 p.m.

____
President Pro-Tem Mary Ann Mastorakos

ATTEST:

____
Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: __________________

RECORD OF PROCEEDING

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

APRIL 19, 2022

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

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

A roll call was taken with the following results:

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

APPROVAL OF MINUTES

The minutes of the March 28, 2022 Special City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Mastorakos, to approve the March 28, 2022 Special 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, May 2, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Mayor Nation presented a proclamation to the National Society Daughters of the American Colonists in recognition of one hundred plus one years of service.

Mr. Ben Keathley, 14920 Rutland Circle, announced that he was a candidate for Missouri Representative in the newly created 101st District.

SWEARING-IN CEREMONY

Mayor Nation recognized the Honorable Mark J. Gaertner, Municipal Judge. Judge Gaertner then conducted the Swearing-In Ceremony for: Councilmember Mary Monachella – Ward I; Councilmember Mary Ann Mastorakos – Ward II; Councilmember Michael Moore – Ward III; and Councilmember Merrell Hansen – Ward IV.

ROLL CALL

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

PRESENT	ABSENT
Mayor Bob Nation	
Councilmember Mary Monachella	
Councilmember Barbara McGuinness	
Councilmember Aaron Wahl	
Councilmember Mary Ann Mastorakos	
Councilmember Dan Hurt	
Councilmember Michael Moore	
Councilmember Merrell Hansen	
Councilmember Gary Budoor	

TEMPORARY ADJOURNMENT - RECEPTION

Mayor Nation temporarily adjourned the meeting at 7:17 p.m., for those in attendance to attend a reception for the re-elected and newly elected officials.

The meeting was reconvened at 7:46 p.m.

APPOINTMENTS

There were no appointments.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning/Public Works Committee

Bill No. 3388 Amends the Unified Development Code of the City of Chesterfield by changing the boundaries of the "NU" Non-Urban District and "R-1" Residential District to an "E-1/2 AC" Estate District for a 9-acre tract of land located on the south side of Outer 40 Road and east side of Schoettler Road [P.Z. 17-2021 Legends at Schoettler Pointe, 19S640152 & 19S640657] **Second Reading – Planning Commission recommends approval. Planning & Public Works Committee recommends approval**

Bill No. 3389 Amends the Unified Development Code of the City of Chesterfield by changing the boundaries of the "E-1/2 AC" Estate District to "PUD" Planned Unit Development for a 9-acre tract of land located on the south side of Outer 40 Road and east side of Schoettler Road [P.Z. 18-2021 Legends at Schoettler Pointe, 19S640152 & 19S640657] **Second Reading – Planning Commission recommends approval. Planning & Public Works Committee recommends approval**

Bill No. 3390 Amends Article 04, Section 405.04.050 Sign Requirements and Article 10 Section 405.10.040 Signage Terms of the Unified Development Code {P.Z. 16-2021 City of Chesterfield (Unified Development Code-Articles 4 and 10)} **Second Reading – Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended**

Councilmember Mary Monachella, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Moore, for the second reading of Bill Nos. 3388, 3389 and 3390. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill Nos. 3388, 3389 and 3390 were read for the second time.

A roll call vote was taken for the passage and approval of Bill No. 3388 with the following results: Ayes – Moore, Hurt, Mastorakos, Monachella, Budoor, McGuinness, Wahl and Hansen. Nays – None. Whereupon Mayor Nation declared Bill No. 3388 approved, passed it and it became **ORDINANCE NO. 3190.**

A roll call vote was taken for the passage and approval of Bill No. 3389 with the following results: Ayes – Hurt, Mastorakos, Monachella, Hansen, Wahl, Moore, McGuinness and Budoor. Nays – None. Whereupon Mayor Nation declared Bill No. 3389 approved, passed it and it became **ORDINANCE NO. 3191.**

A roll call vote was taken for the passage and approval of Bill No. 3390 with the following results: Ayes – Moore, Wahl, Budoor, Hurt, Hansen, Mastorakos, McGuinness and Monachella. Nays – None. Whereupon Mayor Nation declared Bill No. 3390 approved, passed it and it became **ORDINANCE NO. 3192.**

Finance and Administration Committee

Councilmember Michael Moore, Chairperson of the Finance and Administration Committee, indicated that there were no action items scheduled on the agenda for this meeting.

Parks, Recreation & Arts Committee

Councilmember Mary Ann Mastorakos, Chairperson of the Parks, Recreation & Arts Committee, indicated that there were no action items scheduled on the agenda for this meeting.

Public Health & Safety Committee

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

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that Staff is recommending award of a contract for 2021 Accessible Sidewalk Ramp Improvement Project. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending acceptance of the low bid and authorization for the City Administrator to enter into an agreement with Spencer Contracting in an amount not to exceed $55,000. Councilmember Wahl made a motion, seconded by Councilmember Moore, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Budoor, Mastorakos, Moore, Hurt, Monachella, Wahl, McGuinness and Hansen. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Staff is recommending award of a contract for 2022 Sidewalk Leveling Project. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending acceptance of the low bid and authorization for the City Administrator to enter into an agreement with Lift Rite Incorporated in an amount not to exceed $55,000. Councilmember Moore made a motion, seconded by Councilmember Budoor, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Hurt, Hansen, McGuinness, Moore, Monachella, Mastorakos, Wahl and Budoor. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel requested re-appropriation of funds for Logan Park Phase I. Councilmember Hurt made a motion, seconded by Councilmember Moore, to authorize the re-appropriation of funds, originally approved from the 2021 budget in the amount of $272,398 for Logan Park Phase 1 Improvements, due to delays in project approvals. A roll call vote was taken with the following results: Ayes – McGuinness, Mastorakos, Hurt, Moore, Hansen, Budoor, Wahl and Monachella. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Slick City (formerly Sky Zone), located at 17379 Edison Avenue, has requested a new liquor license, for retail sale of beer and wine by the drink, to be consumed on premise, and Sunday sales. Mr. Geisel reported that, per City policy, this application has been reviewed and is now recommended for approval by both the Police Department and Planning & Development Services. Councilmember Monachella made a motion, seconded by Councilmember Moore, to approve issuance of a new liquor license to Slick City. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

OTHER LEGISLATION

There was no “Other Legislation” scheduled for this meeting.

UNFINISHED BUSINESS

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

NEW BUSINESS

Mayor Nation opened the floor to receive nominations for President Pro-Tem for April 2022-April 2023. Councilmember McGuinness made a motion, seconded by Councilmember Moore, to nominate Councilmember Monachella to serve as President Pro-Tem for the term April 2022-April 2023, and Councilmember Monachella accepted the nomination. With no further nominations offered, a voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Monachella, in her capacity as the newly elected President Pro-Tem, announced the following proposed slate for the City Council Standing Committee assignments:

FINANCE AND ADMINISTRATION COMMITTEE
Councilmember Barbara McGuinness, Ward I – **CHAIRPERSON**
Councilmember Aaron Wahl, Ward II
Councilmember Michael Moore, Ward III
Councilmember Gary Budoor, Ward IV

PARKS, RECREATION AND ARTS COMMITTEE
Councilmember Gary Budoor, Ward IV – **CHAIRPERSON**
Councilmember Barbara McGuinness, Ward I
Councilmember Mary Ann Mastorakos, Ward II
Councilmember Michael Moore, Ward III

PLANNING AND PUBLIC WORKS COMMITTEE
Councilmember Dan Hurt, Ward III – **CHAIRPERSON**
Councilmember Mary Monachella, Ward I
Councilmember Mary Ann Mastorakos, Ward II
Councilmember Merrell Hansen, Ward IV

PUBLIC HEALTH AND SAFETY COMMITTEE
Councilmember Aaron Wahl, Ward II – **CHAIRPERSON**
Councilmember Mary Monachella, Ward I
Councilmember Dan Hurt, Ward III
Councilmember Merrell Hansen, Ward IV

Councilmember Moore made a motion, seconded by Councilmember McGuinness, to approve the City Council Committee Assignments listed above for April 2022-April 2023. A voice vote was taken to approve the slate as presented by President Pro-Tem Monachella, with a unanimous affirmative result and the motion was declared passed.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 8:06 p.m.

____
Mayor Bob Nation

ATTEST:

____
Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: ___________________

City of Chesterfield

RECORD OF PROCEEDING

STRATEGIC PLANNING WORKSHOP
CITY HALL COUNCIL CHAMBERS
MAY 2, 2022

The meeting began at approximately 8:30 a.m.

The following elected officials were in attendance:

PRESENT	ABSENT
Mayor Bob Nation	Councilmember Barbara McGuinness
Councilmember Mary Monachella	
Councilmember Aaron Wahl	
Councilmember Mary Ann Mastorakos	
Councilmember Dan Hurt	
Councilmember Michael Moore	
Councilmember Merrell Hansen	
Councilmember Gary Budoor	

Also in attendance were Beth Quindry, Molly Saunders and Gabby Danback from Shockey Consulting; City Administrator Mike Geisel; Director of Public Works/City Engineer Jim Eckrich; Chief of Police Ray Johnson; Director of Finance Jeannette Kelly; Director of Information Technology Matt Haug; Superintendent of Parks Maintenance Operations Steve Jarvis; and City Clerk Vickie McGownd.

<u>STRATEGIC PLANNING WORKSHOP</u>

All attendees participated in discussion pertaining to:

- current data and trends, and their potential impact on Chesterfield;
- imagining the future of Chesterfield from various perspectives in order to develop a common vision; and
- prioritizing issues and opportunities, to identify focus areas for the strategic plan.

The meeting ended at approximately 12:20 p.m.

Respectfully submitted:

_______________________________	_______________________________
Mike Geisel	Vickie McGownd
City Administrator	City Clerk

APPROVED BY CITY COUNCIL: _______________

RECORD OF PROCEEDING

STRATEGIC PLANNING WORKSHOP
CITY HALL COUNCIL CHAMBERS
MAY 9, 2022

The meeting began at approximately 8:30 a.m.

The following elected officials were in attendance:

PRESENT	ABSENT
Mayor Bob Nation	Councilmember Michael Moore
Councilmember Barbara McGuinness	
Councilmember Mary Monachella	
Councilmember Aaron Wahl	
Councilmember Mary Ann Mastorakos	
Councilmember Dan Hurt	
Councilmember Merrell Hansen	
Councilmember Gary Budoor	

Also in attendance were Beth Quindry and Gabby Danback from Shockey Consulting; City Administrator Mike Geisel; Director of Public Works/City Engineer Jim Eckrich; Chief of Police Ray Johnson; Director of Finance Jeannette Kelly; Director of Information Technology Matt Haug; Director of Parks, Recreation and Arts Thomas McCarthy; Senior Planner Mike Knight; and City Clerk Vickie McGownd.

STRATEGIC PLANNING WORKSHOP

All attendees participated in discussion pertaining to:

- finalizing a vision statement;
- identifying guiding principles for City government; and
- identifying strategies and actions needed to make progress on top priorities.

The meeting ended at approximately 12:00 p.m.

Respectfully submitted:

Mike Geisel	Vickie McGownd
City Administrator	City Clerk

APPROVED BY CITY COUNCIL: ________________

UPCOMING MEETINGS/EVENTS

A. **Thursday, May 19, 2022 – Planning & Public Works (5:30pm)**

B. **Monday, May 23, 2022 – Finance & Administration (5:00pm)**

C. **Monday, May 23, 2022 – Planning Commission (7:00pm)**

D. **Tuesday, May 24, 2022 – Parks, Recreation & Arts (5:00pm)**

E. **Monday, May 30, 2022 – City Hall Closed for Memorial Day**

F. **Tuesday, June 07, 2022 – City Council Meeting (7:00pm)**

COMMUNICATIONS AND PETITIONS

This section provides time for the public to speak and express their views during public comment. Each speaker is limited to not more than four minutes, after which, the City Administrator will indicate that their time has expired. It is important to remember that this section of the agenda is not intended or appropriate for debate or question and answer period. This is the public's opportunity to share their comments in a public forum.

APPOINTMENTS

A. **Board of Adjustment –** Re-Appointment (Katherine Hipp)

B. **Planning Commission –** Re-Appointment (Guy Tilman)

City of Chesterfield

DATE: May 6, 2022

TO: Michael O. Geisel, City Administrator

FROM: Vickie McGownd, City Clerk vjm

SUBJECT: Statutory Committee Member Re-Appointments

Mayor Nation intends to nominate the following individuals for re-appointment at the May 16, 2022 City Council meeting:

Board of Adjustment (5 year term)

Katherine Hipp
14687 Los Padres Court
Chesterfield, MO 63017
636-530-0490
katherine.hipp@charter.net
Ward II
New term expires 6/1/27

Planning Commission (4 year term)

Guy Tilman
15274 Brightfield Manor Drive
Chesterfield, MO 63017
314-495-1810
Ward II
New term expires 6/1/26

Please add these re-appointments to the May 16 City Council agenda.

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Hurt
Vice-Chair: Councilmember Monachella

Bill No. 3391 - P.Z. 19-2021 2030 Clarkson Road (Srilakshmi Properties, LLC) – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the "NU" Non-Urban District to "R-5" Residential District for a 2.84-acre tract of land located on the north side of Old Clarkson Road and southeast side of Clarkson Road [P.Z. 19-2021 2030 Clarkson Road, 20T640517]. **First Reading – Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

Bill No. 3392 - P.Z. 02-2022: River Crossings (Holman Motorcars St. Louis) – An ordinance amending City of Chesterfield Ordinance 2566 to modify development criteria contained in Exhibit 2 of Ordinance 2566 to establish new signage criteria for a 15.841-acre tract of land zoned "PC" Planned Commercial District located northeast of the intersection of Chesterfield Airport Road and Public Works Drive (P.Z. 02-2022 River Crossings [Holman Motorcars St. Louis] 17U24066; 17U240077; 17U240088; 17U52006; 17U520072; 17U520171; 17U520182; 17U520193). **First Reading – Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended. Green Sheet Amendment recommended by Planning & Public Works Committee.**

NEXT MEETING

The next meeting of the Planning and Public Works Committee is scheduled for Thursday, May 19th, 2022, at 5:30 pm.

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

DRAFT

MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: Justin Wyse, Director of Planning JW

SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, May 5, 2022

A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, May 5, 2022 in Conference Room 101.

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

Also in attendance were: Justin Wyse, Director of Planning; Chris Dietz, Planner; and Kathy Juergens, Recording Secretary.

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

I. APPROVAL OF MEETING SUMMARY

A. Approval of the March 10, 2022 Committee Meeting Summary

Councilmember Mastorakos made a motion to approve the Meeting Summary of March 10, 2022. The motion was seconded by Councilmember Monachella and **passed by a voice vote of 4-0.**

II. UNFINISHED BUSINESS None.

III. NEW BUSINESS

At the request of Chair Hurt, it was agreed to move New Business Item III.A. to the end of the agenda.

B. Selection of Officers and Committee Assignments

Chair of Planning & Public Works Committee/Planning Commission Liaison
Vice Chair of Planning & Public Works Committee
Chesterfield Historic and Landmarks Preservation Committee
Board of Adjustment

Councilmember Monachella made a motion recommending the following appointments:

Chair of Planning & Public Works Committee – Councilmember Hurt
Planning Commission Liaison – Councilmembers Hurt and Hansen
Vice Chair of Planning & Public Works Committee – Councilmember Monachella

Chesterfield Historic & Landmark Preservation Committee – Councilmember Mastorakos
Board of Adjustment – Councilmember Hansen

The motion was seconded by Councilmember Mastorakos and **passed by a voice vote of 4-0.**

C. P.Z. 19-2021 2030 Clarkson Road (Srilakshmi Properties, LLC): A request for a zoning map amendment from the "NU" Non-Urban District to "R5" Residential District for 2.84 acres located on the north side of Old Clarkson Road and southeast side of Clarkson Road (20T640517). (Ward 3)

STAFF PRESENTATION

Justin Wyse, Director of Planning, presented the request for a zoning map amendment from the "NU" Non-Urban District to "R5" Residential District. The applicant intends to build four or five single-family residential homes on the property.

A Public Hearing was held on February 14, 2022 at which time the Planning Commission raised multiple issues regarding the following:

- Legal description
- Storm water
- Buildable area
- Traffic generation

These issues and the applicant's response to each were discussed at the April 11, 2022 Planning Commission meeting where the request was unanimously approved 7-0.

All rezoning requirements have been met and Staff has no further comments.

DISCUSSION

Chair Hurt indicated that his concerns are related to site plan issues and not the rezoning itself. He noted that the 30' buffer is very important to the residents. They are concerned with water run-off on the western side. That area is currently draining well and, therefore, they request that the current configuration is maintained and not altered in any way. The other area of concern is related to the addition of the required sidewalk on the southern edge of the buffer. Since the sidewalk would not connect to any other sidewalk, they would prefer to eliminate the requirement. If it were to be installed, it would interfere with the 30' landscape buffer.

There was some discussion regarding cleaning up the underbrush on the western end and replacing the honeysuckle with other vegetation.

Councilmember Hansen made a motion to forward P.Z. 19-2021 2030 Clarkson Road (Srilakshmi Properties, LLC) to City Council with a recommendation to approve. The motion was seconded by Councilmember Mastorakos and **passed by a voice vote of 4-0.**

Note: One Bill, as recommended by the Planning Commission, will be needed for the May 16, 2022 City Council Meeting. See Bill #

[Please see the attached report prepared by Justin Wyse, Director of Planning, for additional information on P.Z. 19-2021 2030 Clarkson Road (Srilakshmi Properties, LLC).]

D. **P.Z. 02-2022: River Crossings (Holman Motorcars St. Louis)**: A request to amend development criteria within a site-specific ordinance for a 15.841-acre tract of land zoned "PC"—Planned Commercial District located northeast of the intersection of Chesterfield Airport Road and Public Works Drive (17U24066; 17U240077; 17U240088; 17U52006; 17U520072; 17U520171; 17U520182; 17U520193). (Ward

STAFF PRESENTATION

Chris Dietz, Planner, presented the project request for an Ordinance Amendment to the Sign Criteria embedded within the Governing Ordinance of the River Crossing subdivision (Ordinance 2566). While this Ordinance amendment affects the entire River Crossings development, the request is intended specifically for Lots 7 and 8.

The applicant is seeking to amend Ordinance 2566 as follows:

1. Increase the size and height limits of the Monument Signage allowed along I-64.
2. Increase the wall signage quantity and size allowance, specifically for Lots 7 and 8.
3. Remove the total square footage limit for all combined monument signage.

A Public Hearing was held on March 14, 2022, during which the Planning Commission raised the issue of impact and appropriateness of the requested monument sign along I-64. The applicant provided a response letter which was discussed in detail at the April 11, 2022 Planning Commission meeting. At that time, the request was unanimously approved by a vote of 7-0 with the following amendments:

1. The proposed criteria for Building Signage is to be amended to apply only to Lots 7 and 8 (9 and 1 Arnage Boulevard, respectively).
2. The proposed criteria for the I-64 Monument Sign is amended to permit a sign that shall not exceed 50 square feet in outline area and 6 feet in height.**

   **This is currently permitted in the Ordinance, however, the applicant initially requested a height of 100 square feet in outline area and 20 feet in height.

Mr. Dietz identified the proposed changes in building signage:

Lots 1-6 – Existing Sign Criteria

- Any tenant, or sole building occupant shall be permitted one wall sign on any two exterior walls. The wall sign shall not exceed 5% of the wall area on which it is attached. No business sign shall exceed 300 square feet.

Proposed Sign Criteria for Lots 7 and 8

Lot 7

- **North Elevation**—Maximum of two (2) signs, when combined, not to exceed 5% of the area of that elevation.
- **South Elevation**— Maximum of two (2) signs, when combined, not to exceed 5% of the area of that elevation.

- **West Elevation**— Maximum of two (2) signs, when combined, not to exceed 5% of the area of that elevation.
- **East Elevation**— Maximum of two (2) signs, when combined, not to exceed 8% of the area of that elevation.

Lot 8

- **North Elevation**— Maximum of two (2) signs, when combined, not to exceed 5% of the area of that elevation.
- **South Elevation**—Maximum of two (2) signs, when combined, not to exceed 5% of the area of that elevation.
- **East Elevation**—Maximum of two (2) signs, when combined, not to exceed 5% of the area of that elevation.
- **West Elevation**— Two (2) signs per elevation, whose cumulative area is not to exceed 8% of that elevation. Additionally, five (5) logo signs will be permitted at the vehicle service entrance. The areas of each of these signs shall count toward the 8% maximum area requirement for this elevation.

Mr. Dietz clarified that an error was made in the Committee's packet regarding wall sign criteria area calculation for Lots 7 and 8 and confirmed that the packet's proposed criteria should read as listed above.

DISCUSSION

Since the Planning Commission voted to not change the criteria for the monument sign, Chair Hurt stated that he would like to address the petitioner's request in two parts: the monument sign, and the proposed building signage.

Councilmember Mastorakos made a motion to approve the Planning Commission's acceptance of the monument sign as written in the Ordinance 2566. The motion was seconded by Councilmember Monachella and **passed by a voice vote of 4-0.**

In response to Councilmember Monachella's question, Justin Wyse, Director of Planning, clarified that the current Governing Ordinance permits one sign on any two facades. He stated that the applicant is not the original owner. They acquired the property about two years ago with all the current signage on the building. They have since learned that one of the signs on Lot 7 does not appear to have been approved by the City. Their intent in modifying the sign criteria is to ensure they are compliant with City code, and to request additional signage for other brands who want their identity on the buildings.

Councilmember Monachella inquired as to why the east elevation on Lot 7 is not to exceed 8% of that elevation instead of 5%. Justin Wyse, Director of Planning, stated that Lamborghini has changed their sign criteria, which requires a larger sign that would exceed the 5%. The applicant is attempting to meet Lamborghini's new sign criteria requirement. They will be replacing the existing sign with a new one. With regard to Lot 8, the increase from 5% to 8% on the west elevation is to accommodate the five logo signs and future automobile brands.

Councilmember Mastorakos expressed her belief that there are too many signs. She counted six car brands that are sold and serviced on Lot 8, and with the signage that fronts the interstate on both Lots 7 and 8, she feels there are more than enough signs. If they are trying to attract drivers on the interstate, the six-foot monument sign should suffice. She also stated that the proposed signs on the eastern façade of Lot 8 would be totally blocked by a wooded area and would not be visible to the public. However, she does understand the need for directional signs for the service entrance.

Councilmember Hansen stated that the Planning Commission's decision was predicated not on content but for the ease of locating a particular brand of car. Informational signs are helpful to find the service entrance and these signs are not intended for the general public on I-64, but only for the users of this site. This property is unique given the fact that it is sequestered on its own. The Planning Commission felt that the number of signs were appropriate considering that some individual car brands require a certain amount of brand recognition.

Chair Hurt stated that he feels the request is too much. Directional signs are needed for the service area but these types of cars are not an impulse buy. If you want to purchase one of these high-end vehicles, you will seek out the dealership. The City recently approved a sign package for Land Rover/Jaguar which is located to the west of this property. Their sign package follows the Code. They are allowed 5% of signage for each of two facades, however, they are allowed to split the 5% between two signs on one façade, which is acceptable. The City needs to treat everyone the same. In this instance, the applicant could not submit a Sign Package because it would be in violation of the Governing Ordinance so they are requesting an Ordinance amendment.

Chair Hurt made a motion to amend the Planning Commission's recommendation as follows: The wall sign criteria for Lots 7 and 8 is amended to permit a maximum of two (2) signs on any two (2) facades, when combined, not to exceed 5% of the area of that elevation. The motion was seconded by Councilmember Monachella.

Discussion After the Motion

Councilmember Mastorakos inquired as to the number of automobile brands they sell versus how many brands they service.

To provide further input, Chair Hurt requested that a representative from the developer speak.

Matt Kennan, Regional Real Estate Manager for Holman Automotive, stated that they currently sell six brands of automobiles but they service several other automobiles that they do not sell. They provide a very highly-specialized service facility for several different high-end automobiles, and have requested an increase in signage to accommodate for future growth. If they would acquire additional brands in the future, additional signage would be required to accommodate those brands. High-end car manufacturers are very particular about their sign criteria. If the manufacturer cannot have its logo on a building, the dealership could be lost. They have requested 8% in order to accommodate Lamborghini's new sign criteria, which exceeds the 5% maximum. A sign revision for this property is a very cumbersome process and since the Ordinance needs to be amended, they are trying to incorporate for future growth.

Mr. Kennan further stated that Land Rover/Jaguar sells hundreds of one brand while Holman Automotive may sell eight to ten Lotus' and 18 Rolls Royce's' in one year. He compared their dealership to a small strip center for automobiles. If they were a strip center, each tenant would be allowed to have a sign. Each of the manufacturers are not considered separate tenants because they operate as a dealership representing many brands. This is an unusual application and their request for signage doesn't adhere to a big car dealership. They have received consent from the nearby hotel owner and they have not received any negative feedback from any of the owners in the development. Since they are situated off the main road, he would hope that they are viewed as a boutique strip center for high-end automobiles. They are not comparable to a normal automobile dealership. Their cars are not parked outside due to possible weather damage, vandalism or theft. The five logo signs along the service area on Lot 8 are very small and cannot be seen unless you are on that driveway. They intend for those logo signs to be part of the blanket 8% on that wall and not five individual signs. They do not want to change any signage without permits and that is why they are here.

Councilmember Monachella suggested that only one sign reading "Service" could be used in lieu of several logo signs thus eliminating some of the visual clutter.

Councilmember Hansen stated that she is generally not in favor of multiple signs, however, every situation can be a bit unique. This site is unique and sequestered in its own area. She respects the manner in which they are dealing with it. She does feel comfortable with multiple logo signs, however, one place to limit signage would be in the service area where one sign could be used. However, she hopes that they could maintain the number of individual logo signs for the benefit of the business and the user. She felt it makes sense for this unique property.

The above motion to amend the Planning Commissions' recommendation was **passed by a voice vote of 3-1** with Councilmember Hansen voting nay.

Councilmember Monachella made a motion to forward P.Z. 02-2022: River Crossings (Holman Motorcars St. Louis), as amended, to City Council with a recommendation to approve. The motion was seconded by Chair Hurt and **passed by a voice vote of 3-1** with Councilmember Hansen voting nay.

Note: One Bill, as recommended by the Planning & Public Works Committee, will be needed for the May 16, 2022 City Council Meeting. See Bill #

[Please see the attached report prepared by Justin Wyse, Director of Planning, for additional information on P.Z. 02-2022: River Crossings (Holman Motorcars St. Louis).]

A. Planning Commission Nominee Interview

Chair Hurt introduced Planning Commission nominee Michael Congemi.

Mr. Congemi stated that he has had a life-long interest in being involved in governmental history. His father was a Berkeley city councilman for 18 to 20 years so he grew up being exposed to local government.

After his retirement from active employment, about a year and a half ago, he began to attend Council meetings and has gotten to know the Mayor and several Councilmembers. Since he attended so many meetings, he was asked if he wanted to participate in a more formal way. So when the Planning Commission opening occurred, he agreed to serve. A few days ago, he met individually with the Mayor and Merrell Hansen to discuss what the job would entail. They each pointed out the great deal of preparation that is required before each Commission meeting and the importance of being prepared for each meeting. He then realized that from a family perspective, he was not in a position to do the preparation work, therefore, he stated he would not be able to accept the position at this time. However, he indicated that he would be open to serving on another Committee that would not require as much preparation work.

Councilmember Hansen spoke highly of Mr. Congemi and stated that he would have been a perfect candidate for the Planning Commission. She also stated that she hoped that he would be able to serve on one of the other citizen committees.

Councilmember Mastorakos concurred and stated that he is a rarity. He is curious and interested, and does not come with any ax to grind or an agenda.

It was the general consensus of the Committee to accept his withdrawal.

IV. OTHER - None

V. ADJOURNMENT

The meeting adjourned at 6:45 p.m.

See Bill No. 3391

Memorandum
Department of Planning

To: Michael O. Geisel, City Administrator

From: Mike Knight, Assistant City Planner JMK

Date: May 16, 2022

RE: **P.Z. 19-2021 2030 Clarkson Road (Srilakshmi Properties, LLC):** A request for a zoning map amendment from the "NU" Non-Urban District to "R5" Residence District for 2.84 acres located on the north side of Old Clarkson Road and southeast side of Clarkson Road (20T640517).

Summary
Srilakshmi Properties, LLC has submitted a request for a zoning map amendment from the "NU" Non-Urban District to "R5" Residential District. The petitioner is requesting to zone the property "R5" Residence District to build single-family homes.

A Public Hearing was held on February 14, 2022 for this petition, during which the City of Chesterfield Planning Commission raised multiple issues and discussion regarding:

- Legal Description.
- Storm water.
- Buildable area.
- Traffic generation.

These issues and the applicant's response to each issue were discussed at the April 11, 2022 Planning Commission meeting. The Planning Commission voted to approve this petition as presented by a vote of 7-0.

On May 05, 2022, the petition was brought before the Planning & Public Works Committee. A motion was made to approve, as submitted, which passed by a vote of 4-0.

Attachments: Legislation
Boundary Survey
Tree Stand Delineation

Figure 1: Subject Site Aerial

BILL NO. 3391 **ORDINANCE NO.**_____________

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF THE "NU" NON-URBAN DISTRICT TO "R-5" RESIDENCE DISTRICT FOR A 2.84 ACRE TRACT OF LAND LOCATED ON THE NORTH SIDE OF OLD CLARKSON ROAD AND SOUTHEAST SIDE OF CLARKSON ROAD [P.Z. 19-2021 2030 CLARKSON ROAD, 20T640517].

WHEREAS, the petitioner, Srilakshmi Properties, LLC has requested a change in zoning from the "NU" Non-Urban District to "R-5" Residence District for a 2.84 acre tract of land located on the north side of Old Clarkson Road and southeast side of Clarkson Road; and,

WHEREAS, a Public Hearing was held before the Planning Commission on February 14, 2022; and,

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

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of a change of zoning to the "R-5" Residential District by a vote of 4-0; and,

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

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

<u>Section 1.</u> City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing an "R-5" Residence District designation for a 2.84 acre tract of land located on the north side of Old Clarkson Road and southeast side of Clarkson Road and as described as follows:

A TRACT OF LAND BEING PART OF SECTIONS 16 AND 21, TOWNSHIP 45 NORTH, RANGE 4 EAST, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF CHESTERFIELD RIDGE PHASE II, A SUBDIVISION RECORDED IN PLAT BOOK 354 PAGE 942 OF THE ST. LOUIS COUNTY RECORDS, SAID POINT BEING IN THE SOUTHEAST RIGHT OF WAY LINE OF NEW CLARKSON ROAD (WIDTH VARIES); THENCE ALONG THE SOUTHWESTERN LINE OF SAID CHESTERFIELD RIDGE PHASE II SOUTH 54 DEGREES 12 MINUTES 00 SECONDS EAST, A DISTANCE OF 342.18 FEET TO A POINT IN THE NORTHWEST RIGHT OF WAY LINE OF OLD CLARKSON ROAD (ORIGINALLY 40 FEET WIDE); THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES; SOUTH 58 DEGREES 24 MINUTES 00 SECONDS WEST A DISTANCE OF 560.28 FEET AND SOUTH 40 DEGREES 36 MINUTES 00 SECONDS WEST, A DISTANCE OF 276.01 FEET TO A POINT; THENCE LEAVING SAID NORTHWEST RIGHT OF WAY LINE OF OLD CLARKSON ROAD NORTH 59 DEGREES 22 MINUTES 00 SECONDS WEST, A DISTANCE OF 32.00 FEET TO A POINT IN THE AFOREMENTIONED SOUTHEAST RIGHT OF WAY LINE OF NEW CLARKSON ROAD; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES; NORTH 30 DEGREES 38 MINUTES 00 SECONDS EAST, A DISTANCE OF 365.00 FEET; SOUTH 59 DEGREES 22 MINUTES 00 SECONDS EAST, A DISTANCE OF 10.00 FEET; NORTH 30 DEGREES 38 MINUTES 00 SECONDS EAST, A DISTANCE OF 35.00 FEET; SOUTH 59 DEGREES 22 MINUTES 00 SECONDS EAST, A DISTANCE OF 50.00 FEET NORTH 30 DEGREES 38 MINUTES 00 SECONDS EAST, A DISTANCE OF 30.00 FEET; NORTH 59 DEGREES 22 MINUTES 00 SECONDS WEST, A DISTANCE OF 50.00 FEET; NORTH 30 DEGREES 38 MINUTES 00 SECONDS EAST, A DISTANCE OF 60.00 FEET; NORTH 24 DEGREES 55 MINUTES 22 SECONDS EAST, A DISTANCE OF 100.50 FEET AND NORTH 30 DEGREES 38 MINUTES 00 SECONDS EAST, A DISTANCE OF 208.42 FEET TO THE POINT OF BEGINNING CONTAINING 2.78 ACRES, MORE OR LESS.

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

Section 3. The City Council, pursuant to the petition filed by Srilakshmi Properties, LLC in P.Z. 19-2021, requesting the rezoning embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 14th day of February 2022, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this _______ day of ___________________, 2022

____________________________	____________________________
PRESIDING OFFICER	Bob Nation, MAYOR

ATTEST:

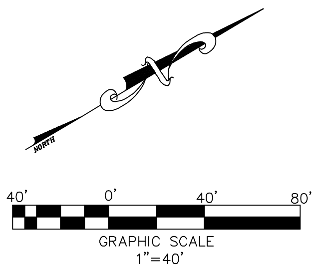
____

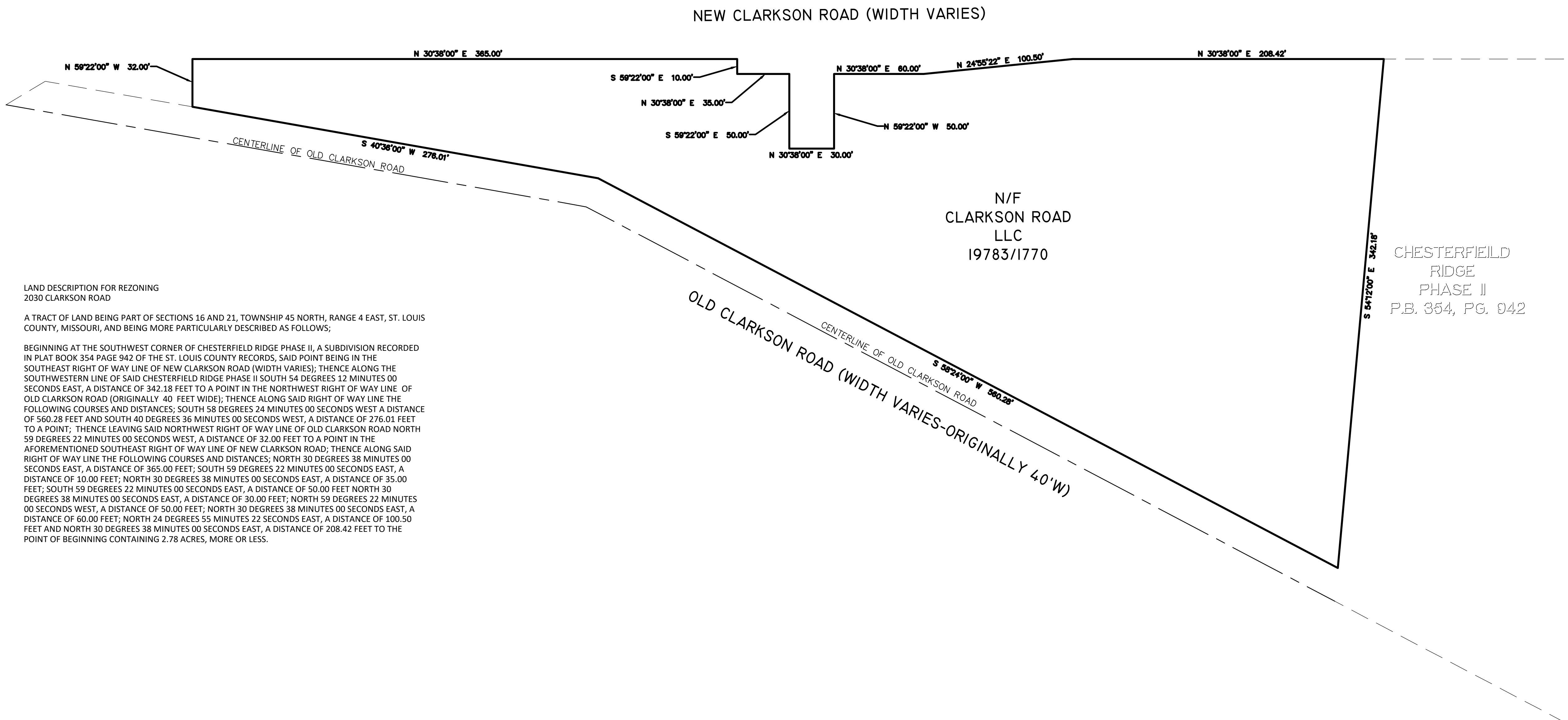
Vickie McGownd, CITY CLERK

FIRST READING HELD: __05/16/2022________

ZONING EXHIBIT

A TRACT OF LAND BEING PART OF
SECTIONS 16 AND 21,
TOWNSHIP 45 NORTH, RANGE 4 EAST,
ST. LOUIS COUNTY MISSOURI





LAND DESCRIPTION FOR REZONING
2030 CLARKSON ROAD

A TRACT OF LAND BEING PART OF SECTIONS 16 AND 21, TOWNSHIP 45 NORTH, RANGE 4 EAST, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF CHESTERFIELD RIDGE PHASE II, A SUBDIVISION RECORDED IN PLAT BOOK 354 PAGE 942 OF THE ST. LOUIS COUNTY RECORDS, SAID POINT BEING IN THE SOUTHEAST RIGHT OF WAY LINE OF NEW CLARKSON ROAD (WIDTH VARIES); THENCE ALONG THE SOUTHWESTERN LINE OF SAID CHESTERFIELD RIDGE PHASE II SOUTH 54 DEGREES 12 MINUTES 00 SECONDS EAST, A DISTANCE OF 342.18 FEET TO A POINT IN THE NORTHWEST RIGHT OF WAY LINE OF OLD CLARKSON ROAD (ORIGINALLY 40 FEET WIDE); THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES; SOUTH 58 DEGREES 24 MINUTES 00 SECONDS WEST A DISTANCE OF 560.28 FEET AND SOUTH 40 DEGREES 36 MINUTES 00 SECONDS WEST, A DISTANCE OF 276.01 FEET TO A POINT; THENCE LEAVING SAID NORTHWEST RIGHT OF WAY LINE OF OLD CLARKSON ROAD NORTH 59 DEGREES 22 MINUTES 00 SECONDS WEST, A DISTANCE OF 32.00 FEET TO A POINT IN THE AFOREMENTIONED SOUTHEAST RIGHT OF WAY LINE OF NEW CLARKSON ROAD; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES; NORTH 30 DEGREES 38 MINUTES 00 SECONDS EAST, A DISTANCE OF 365.00 FEET; SOUTH 59 DEGREES 22 MINUTES 00 SECONDS EAST, A DISTANCE OF 10.00 FEET; NORTH 30 DEGREES 38 MINUTES 00 SECONDS EAST, A DISTANCE OF 35.00 FEET; SOUTH 59 DEGREES 22 MINUTES 00 SECONDS EAST, A DISTANCE OF 50.00 FEET NORTH 30 DEGREES 38 MINUTES 00 SECONDS EAST, A DISTANCE OF 30.00 FEET; NORTH 59 DEGREES 22 MINUTES 00 SECONDS WEST, A DISTANCE OF 50.00 FEET; NORTH 30 DEGREES 38 MINUTES 00 SECONDS EAST, A DISTANCE OF 60.00 FEET; NORTH 24 DEGREES 55 MINUTES 22 SECONDS EAST, A DISTANCE OF 100.50 FEET AND NORTH 30 DEGREES 38 MINUTES 00 SECONDS EAST, A DISTANCE OF 208.42 FEET TO THE POINT OF BEGINNING CONTAINING 2.78 ACRES, MORE OR LESS.

3/18/2022	REVISED PER ACTUAL BOUNDARY
	REMOVED ROW FROM DESCRIPTION
3/28/2022	REVISED LAND DESCRIPTION

ZONING EXHIBIT
A TRACT OF LAND BEING PART OF
SECTIONS 16 AND 21,
TOWNSHIP 45 NORTH, RANGE 4 EAST,
ST. LOUIS COUNTY MISSOURI

SCES
ST. CHARLES ENGINEERING & SURVEYING, INC.
801 S. FIFTH STREET, SUITE 202
ST. CHARLES, MO 63301
TEL: (636) 947-0607 FAX: (636) 947-2448
ST. CHARLES ENGINEERING AND SURVEYING, INC.
PROFESSIONAL ENGINEERING AND LAND SURVEYING CORPORATION
MISSOURI STATE CERTIFICATES OF AUTHORITY - 001647 & 000379

ORDER NO.
2021-133
DATE
1/28/22

1

St. Charles Engineering & Surveys

Tree Stand Delineation
2030 Clarkson Road - Chesterfield, MO

DAVEY Resource Group

Tree #	Species	Common Name	DBH	Condition Rating	Monarch Tree	Notes
1	*populus deltoides*		24	Fair	No	crowded by sycamore
2	*Acer rubrum*		38	Critical	No	topped and dead limbs
3	*Juglans nigra*		22	Fair	No	vines

Stand Observations/Comments:	Four plots were selected at random to measure stand basal area using a 10BAF prism. The average basal area of this stand is 60 and, according to a hardwood stocking chart, is considered "fully-stocked" at roughly 200 trees/acre. However, this data may be skewed due to the overwhelming presence of Amur honysuckle (*Lonicera maackii*) which is densely distributed throughout most of the stand's understory.	
	This approximate 2.6-acre stand is well-stocked with a diverse number of mostly native species and is relatively diverse in species and size class. The overall condition is "Fair" - nothing was noted to be in "Good" or better condition. The red maple size class ranged from 6” to 38”, the black walnut size class was 10-22", the black cherry size class was 12-18", and redcedar was present in the most of the midstory of the stand. Honeysuckle was present throughout the stand.	
	Overstory Composition	Black walnut, American elm, cottonwood, and white ash.
	Midstory Composition	Persimmon, redcedar, hackberry, and some American elm regen.
	Understory Composition	Limited regeneration: Almost entirely Amur honeysuckle

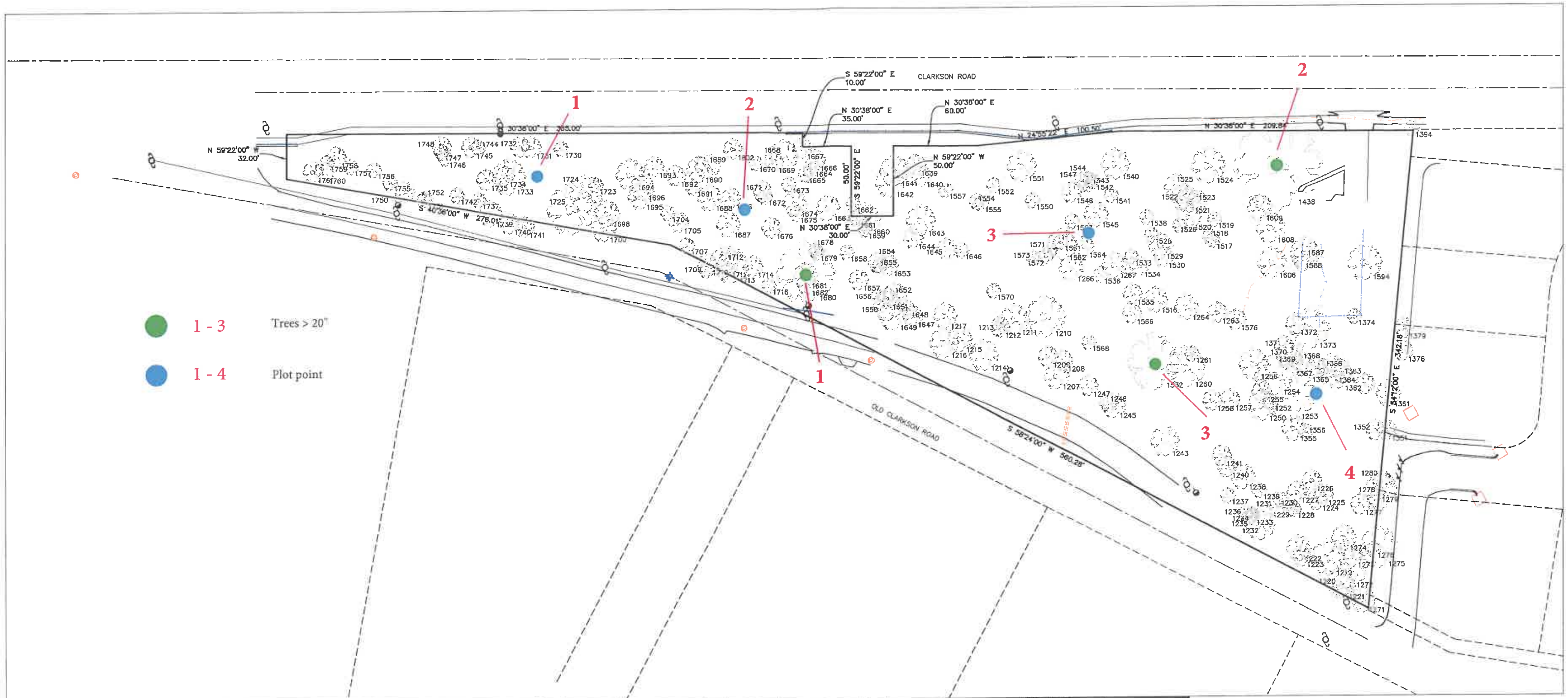
Prepared by Reid Gibson

ISA Certified Arborist/Municipal Specialist, IL-5319AM

Data collected on January 7, 2022

TREE STUDY

2030 CLARKSON ROAD



TREE TABLE

NO.	SIZE
1207	TR10
1208	TR8
1209	TR8
1210	TR16
1211	TR12
1212	TR8
1213	TR6
1214	TR12
1215	TR10 / DEAD
1216	TR12
1217	TR10
1219	TR14
1220	TR12
1221	TR10
1222	TR10 / X2
1223	TR8
1224	TR8
1225	TR8
1226	TR8
1227	TR8
1228	TR6
1229	TR6
1230	TR10 / X2
1231	TR6
1232	TR12
1233	TR6
1234	TR6
1235	TR6
1236	TR6 / X3
1237	TR6
1238	TR10 / DEAD
1239	TR6
1240	TR8
1241	TR8
1243	TR12
1245	TR10
1246	TR8
1247	TR8
1250	TR12
1252	TR6
1253	TR22 / DEAD
1254	TR16
1255	TR8
1256	TR12
1257	TR8
1258	TR8
1260	TR16
1261	TR6
1263	TR8 / X2
1264	TR10
1266	TR10
1267	TR10
1271	TR10
1272	TR18
1273	TR8
1274	TR10
1275	TR16 / DEAD
1276	TR6
1277	TR8
1278	TR6
1279	TR14 / DEAD
1280	TR8
1351	TR8
1352	TR8
1355	TR10
1356	TR6
1361	TR10 / X3
1362	TR8
1363	TR8
1364	TR12
1365	TR12 / DEAD
1366	TR6
1367	TR8
1368	TR8
1369	TR6
1370	TR10 / DEAD
1371	TR8
1372	TR8 / X2
1373	TR16
1374	TR40
1378	TR8
1379	TR8
1394	TR6 / X4
1438	TR36
1516	TR10
1517	TR6
1518	TR6
1519	TR6
1520	TR10
1521	TR10
1522	TR10
1523	TR8
1524	TR14
1525	TR10
1526	TR6
1528	TR6
1529	TR10 / DEAD
1530	TR8 / X2
1532	TR22
1533	TR6
1534	TR8
1535	TR8
1536	TR6
1538	TR6
1540	TR12
1541	TR6
1542	TR6
1543	TR6
1544	TR8
1545	TR10
1546	TR8 / X2
1547	TR6
1550	TR6
1551	TR12
1552	TR6
1554	TR6
1555	TR6
1557	TR6
1561	TR6
1562	TR12 / DEAD
1563	TR6
1564	TR8
1566	TR8
1568	TR6
1570	TR6
1571	TR6
1572	TR6
1573	TR6
1576	TR8
1587	TR12 / X2
1588	TR10
1594	TR14
1606	TR12
1608	TR12
1609	TR10
1639	TR8
1640	TR8
1641	TR12
1642	TR12
1643	TR12
1644	TR8
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1646	TR6
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1648	TR6
1649	TR12
1650	TR12
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1659	TR6
1660	TR12
1661	TR6
1662	TR6
1663	TR10
1664	TR8
1665	TR6
1666	TR8
1667	TR8 / X2
1668	TR12
1669	TR8 / X2
1670	TR6
1671	TR8
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1674	TR10
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1676	TR8
1678	TR6
1679	TR6
1680	TR24
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1682	TR8
1686	TR8
1687	TR10
1688	TR10
1689	TR10
1690	TR10
1691	TR6
1692	TR8
1693	TR8
1694	TR12
1695	TR10
1696	TR10
1698	TR10 / X2
1700	TR10
1704	TR6
1705	TR8
1707	TR6
1709	TR6
1710	TR8
1711	TR12
1712	TR8
1713	TR14
1714	TR8
1716	TR6
1723	TR6
1724	TR14
1725	TR20
1730	TR6
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1732	TR8
1733	TR14
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1735	TR8
1737	TR6
1739	TR10
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1748	TR8
1750	TR8
1751	TR6
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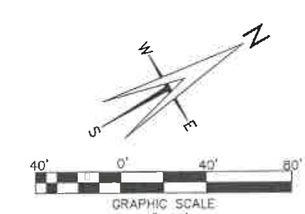
1761	TR8
1802	TR8



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MISSOURI STATE CERTIFICATES OF AUTHORITY - 001647 & 000379

ORDER NO. 2021-153

DATE 01/05/22

1

Memorandum
Department of Planning

To: Michael O. Geisel, City Administrator

From: Mike Knight, Assistant City Planner JMK

Date: May 16, 2022

RE: **P.Z. 02-2022 River Crossings (Holman Motorcars St. Louis):** A request to amend development criteria within a site-specific ordinance for a 15.841-acre tract of land zoned "PC" Planned Commercial District located northeast of the intersection of Chesterfield Airport Road and Public Works Drive (17U24066; 17U240077; 17U240088; 17U52006; 17U520072; 17U520171; 17U520182;17U520193).

Summary

Warren Sign Company, on behalf of Holman Motorcars St. Louis, has submitted a request to amend Exhibit 2 of the Attachment A (Sign Criteria) within the governing ordinance of the River Crossings subdivision. While a Sign Package is typically the process that allows flexibility in sign criteria, a Sign Package request would not comply with the current ordinance as signage criteria is already established within it. As such, any changes to sign criteria requires an Ordinance Amendment. While this Ordinance Amendment affects the entire River Crossings development, the applicant intended this request specifically for the benefit of Lots 7 and 8.

The applicant is seeking to amend Ordinance 2566 to:

1. Increase the size and height limits of Monument Signage allowed along I-64;
2. Increase wall signage quantity and size allowance and,
3. Remove the total square footage limit for all combined monument signage.

A Public Hearing was held on March 14, 2022 for this petition, during which the City of Chesterfield Planning Commission raised the issue of impact and appropriateness of the requested signs.

The applicant provided a response letter to this issue which was discussed in detail at the April 11, 2022 Planning Commission meeting, with Planning Commission voting to approve this petition by a vote of 7-0 with the following amendments:

1. Proposed criteria for Building Signage to be amended to apply only to Lots 7 and 8 (9 and 1 Arnage Blvd, respectively).
2. Proposed criteria for Highway 40 (I-64) Monument Sign amended to permit a sign that shall not exceed fifty (50) square feet in outline area and six (6) feet in height.

On May 5, 2022, Planning and Public Works Committee motioned to approve this project by a vote of 3-1 with the condition that the wall sign criteria for Lots 7 and 8 is amended to permit a maximum of two (2) signs on any two (2) facades, when combined, not to exceed 5% of the area of that elevation. A Green Sheet Amendment reflecting this modification is attached to this memo.

If approved, this criteria would apply to the entire development, not only the user or buildings of Lots 7 and 8.

Attached to this report, please find a copy of the Green Sheet Amendment, legislation, and Proposed Exhibit 2 of the Attachment A (Sign Criteria).

Attachments: Green Sheet Amendments
Legislation
Exhibit 2

Figure 1: Subject Site Aerial

GREEN SHEET AMENDMENTS

The Planning and Public Works Committee recommended that the following change be made to the Attachment A by a vote of 3-1:

AMENDMENT 1: (Red-line Exhibit 2)

Building Signage

Remove the following language:

~~Lots 7~~

- ~~**North Elevation** – Maximum of two (2) signs, when combined, not to exceed 5% of the area of that elevation.~~
- ~~**South Elevation** – Maximum of two (2) signs, when combined, not to exceed 5% of the area of that elevation.~~
- ~~**West Elevation** – Maximum of two (2) signs, when combined, not to exceed 5% of the area of that elevation.~~
- ~~**East Elevation** – Maximum of two (2) signs, when combined, not to exceed 8% of the area of that elevation.~~

~~Lot 8~~

- ~~**North Elevation** – Maximum of two (2) signs, when combined, not to exceed 5% of the area of that elevation.~~
- ~~**South Elevation** – Maximum of two (2) signs, when combined, not to exceed 5% of the area of that elevation.~~
- ~~**East Elevation** –Maximum of two (2) signs, when combined, not to exceed 5% of the area of that elevation.~~
- ~~**West Elevation** – Two (2) signs per elevation, whose cumulative area is not to exceed 8% of that elevation. Additionally, five (5) logo signs will be permitted at the vehicle service entrance. The areas of each of these signs shall count toward the 8% maximum area requirement for this elevation.~~

And add the following language:

Lots 7 and 8
Each lot shall be permitted a maximum of two (2) signs on any two (2) facades of each building, when combined, not to exceed 5% of the wall area of which they are attached.

BILL NO. 3392 **ORDINANCE NO.**____________

AN ORDINANCE AMENDING EXHIBIT 2 OF CITY OF CHESTERFIELD ORDINANCE 2566 TO ESTABLISH NEW SIGNAGE CRITERIA FOR A 15.841-ACRE TRACT OF LAND ZONED "PC" PLANNED COMMERCIAL DISTRICT LOCATED NORTHEAST OF THE INTERSECTION OF CHESTERFIELD AIRPORT ROAD AND PUBLIC WORKS DRIVE (P.Z. 02-2022 RIVER CROSSINGS [HOLMAN MOTORCARS ST. LOUIS] 17U24066; 17U240077; 17U240088; 17U52006; 17U520072; 17U520171; 17U520182; 17U520193).

WHEREAS, the petitioner, Warren Sign Company, has requested an Ordinance Amendment to modify signage criteria contained in City of Chesterfield Ordinance 2566 for a 15.841-acre tract of land zoned "PC" Planned Commercial District located northeast of the intersection of Chesterfield Airport Road and Public Works Drive; and,

WHEREAS, a Public Hearing was held before the Planning Commission on March 14, 2022; and,

WHEREAS, the Planning Commission on April 11, 2022, having considered said request, recommended approval with the conditions that proposed criteria for Building Signage be amended to apply only to Lots 7 and 8 (9 and 1 Arnage Blvd, respectively, and proposed criteria for Highway 40 (I-64) Monument Sign be amended to permit a sign that shall not exceed fifty (50) square feet in outline area and six (6) feet in height; and,

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the ordinance amendment as amended by the Planning Commission, with the condition that the wall sign criteria for Lots 7 and 8 be amended to permit a maximum of two (2) signs on any two (2) facades of each building, when combined, not to exceed 5% of the wall area of which they are attached; and,

WHEREAS, the City Council, having considered said request, voted to approve the ordinance amendment request.

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

<u>Section 1</u>. Exhibit 2 of City of Chesterfield Ordinance 2566, which are part thereof, is hereby amended for a 15.841-acre tract of land zoned "PC" Planned Commercial District located northeast of the intersection of Chesterfield Airport Road and Public Works Drive and as described as follows:

A TRACT OF LAND BEING PART OF SHARES 1, 2, AND 3 OF THE PARTITION OF THE ESTATE OF PETER STEFFAN IN·US SURVEY 125 AND 126, TOWNSHIP 45 NORTH, RANGE 4 EAST, ST. LOUIS COUNTY, MISSOURI AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SHARE 1 WITH THE NORTH LINE OF CHESTERFIELD AIRPORT ROAD (OLD HIGHWAY 40). 100 FEET WIDE; THENCE ALONG THE NORTH LINE OF SAID CHESTERFIELD AIRPORT ROAD, SOUTH 89 DEGREES 36 MINUTES 00 SECONDS WEST, 773.26 FEET TO A POINT OF THE WEST LINE OF SAID SHARE 3; THENCE ALONG THE WEST LINE OF SAID SHARE 3, NORTH 0 DEGREES 36 MINUTES 09 SECONDS EAST, 935.41 FEET TO A POINT ON THE SOUTH LINE OF MISSOURI STATE HIGHWAY 40 TR, SAID POINT BEING PERPENDICULAR DISTANT 125 FEET SOUTH OF THE CENTER LINE OF SAID MISSOURI STATE HIGHWAY 40 TR; THENCE ALONG THE SOUTH LINE OF SAID MISSOURI STATE HIGHWAY 40 TR, SOUTH 84 DEGREES 04 MINUTES 20 SECONDS EAST 776.30 FEET TO A POINT ON THE EAST LINE OF SAID SHARE 1; THENCE ALONG THE EAST LINE OF SAID SHARE 1, SOUTH 0 DEGREES 35 MINUTES 21 SECONDS WEST, 849.83 FEET TO A POINT OF BEGINNING AND CONTAINING 15.841 ACRES ACCORDING TO SURVEY MADE BY THE CLAYTON ENGINEERING COMPANY NOVEMBER 2000.

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

<u>Section 3</u>. The City Council, pursuant to the petition filed by Warren Sign Company in P.Z. 02-2022, requesting the amendment embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 14th day of March, 2022, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this _______ day of ____________________, 2022

______________________________ ______________________________

PRESIDING OFFICER Bob Nation, MAYOR

ATTEST:

____

Vickie McGownd, CITY CLERK

FIRST READING HELD: 05/16/2022

EXHIBIT 2

River Crossings Development

Sign Criteria

May 2022

Project ID – Directory Sign

There shall be one (1) Project Identification Sign at the development entrance on Chesterfield Airport Road. The sign shall not exceed six (6) feet in height and 50 sq. ft. of graphic area per face. The graphic area shall incorporate tenant identification as required. This internally illuminated sign shall be designed to the development standard and consistent in materials, construction, and design.

Highway 40 (I-64) Monument

There shall be one (1) monument sign permitted along Highway 40 (Interstate 64). This sign shall not exceed 50 square-feet in outline area and six (6) feet in height.

Tenant Monuments

There shall be four (4) monument signs. Two (2) signs shall be located on Chesterfield Airport Road and two (2) signs shall be located on the southern interior drive. Each sign shall not exceed fifty (50) square-feet in outline area and six (6) feet in height.

Building Signage

Lots 1-6

- Any tenant, or sole building occupant shall be permitted one (1) wall sign on any two (2) exterior walls. The wall sign shall not exceed 5% of the wall area on which it is attached. No business sign shall exceed 300 sq. ft.

Lots 7

- **North Elevation**—Maximum of two (2) signs, when combined, not to exceed 5% of the area of that elevation.
- **South Elevation**— Maximum of two (2) signs, when combined, not to exceed 5% of the area of that elevation.
- **West Elevation**— Maximum of two (2) signs, when combined, not to exceed 5% of the area of that elevation.
- **East Elevation**— Maximum of two (2) signs, when combined, not to exceed 8% of the area of that elevation.

Lot 8

- **North Elevation**— Maximum of two (2) signs, when combined, not to exceed 5% of the area of that elevation.
- **South Elevation**—Maximum of two (2) signs, when combined, not to exceed 5% of the area of that elevation.
- **East Elevation**—Maximum of two (2) signs, when combined, not to exceed 5% of the area of that elevation.
- **West Elevation**— Two (2) signs per elevation, whose cumulative area is not to exceed 8% of that elevation. Additionally, five (5) logo signs will be permitted at the vehicle service entrance. The areas of each of these signs shall count toward the 8% maximum area requirement for this elevation.

Directional Signs

Shall not exceed ten (10) sq. ft. per face and not more than six (6) feet above grade. They shall be designed to the development standard and consistent materials, construction and design.

Utility Signs

Pole mounted signs shall be used to identify restricted / handicapped parking, traffic flow, etc. These shall be designed to the development standard and consistent in materials, construction and design.

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember McGuinness
Vice-Chair:

There are no Finance and Administration Committee action items scheduled for this meeting.

NEXT MEETING

The next meeting of the Finance and Administration Committee is scheduled for Monday, May 23rd, 2022, at 5:00 pm.

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

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember Budoor
Vice Chair: Councilmember Moore

Creative Arts Alliance Art Location Recommendation (Popsicles) – After review of several locations by the Parks, Recreation and Arts Committee the location of Central Park between the south plaza and Veterans Honor Park vault area was chosen to place the artwork titled “Popsicles”. **(Voice Vote) Parks, Recreation & Arts Committee recommend approval**

Logan Park Phase II Budget Transfer – This budget transfer is necessitated by the City‘s success in obtaining a $525,000 municipal parks grant for Logan Park Phase II improvements. **(Roll Call Vote) Parks, Recreation & Arts Committee recommend approval.**

ARPA City Hall Landscaping Project – Staff’s recommendation to initiate the currently funded landscape remediation of City Hall, with in-house resources, phased as workload permits. **(Voice Vote) Parks, Recreation & Arts Committee recommend approval.**

NEXT MEETING

The next meeting of the Parks, Recreation and Arts Committee is scheduled for Tuesday, May 24th, 2022, at 5:00 pm.

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

CITY OF CHESTERFIELD
PARKS, RECREATION & ARTS COMMITTEE OF COUNCIL MEETING
May 10, 2022 4:00 p.m. City Hall, Room 101

Meeting Summary

Attendance: Gary Budoor, Mary Ann Mastorakos, Mike Moore, Barb McGuinness, Merrell Hansen, Ann-Marie Stagoski, Tom McCarthy and visitor Louise Nation.

1. Election of the Liaison to the Parks, Recreation & Arts Citizens Advisory Committee- Vote Required
   Committee Liaison to Parks, Recreation & Arts Citizens Advisory Committee will be Gary Budoor and the Vice Chair of the Parks, Recreation and Arts Committee of Council will be Mike Moore. A voice vote was taken with all in favor 4-0.

2. Approval of the February 28, 2022 Parks Recreation and Arts Meeting results. Meeting Results. Vote Required.
   Minutes were approved with a motion and all voted in favor. Motion passed 4-0.

3. Creative Arts Alliance Art Location-Vote Required.
   Ample discussion was had, Councilmember McGuinness made a motion to approve and move on to the full Council with a second by Councilmember Moore. Voice vote taken with all in favor. 4-0

4. Logan Park Phase II Budget Transfer-Vote Required
   There was a bit of discussion on the amenities that are included and time frame of the work that will be included in the Phase II of the Logan Park Development. A motion was made by Councilmember Moore, seconded by Councilmember Mastorakos and a voice vote was taken with all in favor of moving this on to the full Council for their approval. 4-0

5. ARPA City Hall Landscaping Project-Vote Required
   There was quite a bit of discussion on getting rid of the woodsy overgrown brush and making the landscaping easier to maintain and to have a more manicured look. A motion was made by Councilmember McGuinness, seconded by Councilmember Mastorakos. A voice vote was taken all were in favor to move this on to the full Council for approval. 4-0

6. Pickleball Update- There was an extensive discussion on the Pickleball with Direction given to Director McCarthy to try and work with the YMCA and see if there is any opportunity to work something out with them to put courts on their campus. Director McCarthy will bring additional information back to the committee at the next meeting. A motion was made by Councilmember Moore,

seconded by Councilmember McGuinness. A voice vote was taken all were in favor. 4-0

7. Unfinished Business- no unfished business

8. New Business- Parking Update that will impact Central Park events. Director McCarthy let the committee know that Gershman will now be charging for parking on all their lots at 16150 Park Circle Drive during all of our City events. Gershman did offer the city the opportunity to rent the lots for $1,500.00 per day instead of them having a parking group manage the parking lots. Director McCarthy is very concerned about the free concert events and other free City events like the Holiday Festival and Fall Festival parking situation. The Committee gave Direction to Director McCarthy to reach back out to Gershman and see if we can push for a better reduced rate along with looking into shuttle services for the parking to make it easier to get patrons back and forth to the mall parking lots. Director McCarthy will bring his findings back to the Committee for additional discussion at our next meeting on May 24, at 5:00 p.m.

9. Adjournment- 5:25 p.m.

CC: May Bob Nation
City Councilmembers
Michael O. Geisel, City Administrator
Chris Graville, City Attorney

Memorandum

#3

To: Mike Geisel, City Administrator
From: Tom McCarthy
Director of Parks, Recreation and Arts
Date: 4/20/2022
Re: Creative Arts Alliance Art Location Recommendation for the Piece Titled *Popsicles*

After review and approval by Council on March 7, 2022 to move forward and enter into the contract to accept the sculpture *Popsicles* for two years through the Creative Arts Alliance program. I took the information back to the Parks, Recreation & Arts Citizens Advisory Committee on April 13 to move forward with the process of selecting a site. The committee looked at a dozen sights and came up with a preferred location that was voted on and approved. The location that was approved was in Central Park between the south plaza and the Veterans Honor Park vault area. I have a picture attached where we are recommending placing the sculpture. This will entail putting in a concrete footing for the sculpture which will be done in house by our Parks Maintenance crew sometime in June. After the two years of the art piece on display we will remove the art work and small concrete pad. I would like to add this to the next Parks, Recreation and Arts Committee of Council for their review and direction.

Below is a picture of the sculpture *Popsicles*, an aerial view of where the committee has recommended placing the sculpture and a street view of the location.


Popsicle Dimensions 96" x 60"

Suggested location red square framed in white for Popsicle


Street view

#4

Memorandum

To: Mr. Geisel, City Administrator

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

Date: 4/27/2022

Re: Logan Park Phase II Budget Transfer

As you are aware, we have been awarded a Municipal Parks Grant in Round 22 for the construction of phase II of Logan Park. We were successful in securing $525,000 in grant funding with a match on our part of $139,925. I would like to request that a fund transfer for the amount of $664,925 is forwarded to the Parks, Recreation & Arts Committee of Council for the Logan Park Phase II grant for their review and approval. We would then like to move this on to the full Council for their approval. I request the funds come from our Parks Fund, Fund Reserve account # 119-3001-019 and be deposited in the Parks Special Projects account 119-084-5299 so we can keep track of the funds specifically used for phase II of the grant. After the grant project has been completed we can look forward to the reimbursement of the $525,000 from the Municipal Parks Grant Commission. After speaking with Jeannette Kelly, our Finance Director, our unrestricted Fund Reserves as of December 31, 2021 adjusted for Logan Park Phase one ($272,398) is at $2,389,074.07.

I have attached for your review our signed contract which outlines what the grant is actually covering, and what the City is paying for with the grant funding, along with the Budget Transfer Request form and the Meeting Results from the council meeting that the approval was given to submit the grant proposal. The Parks Department will begin working on the Logan Park Phase II construction project in May with the hopes to have portions of the projects completed sometime this fall and fully completed by spring of 2023.

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

Grantee:	**Chesterfield**
Funding Cycle:	**Round 22**
Grant Amount:	**$525,000**

MUNICIPAL PARK GRANT COMMISSION

GRANT AGREEMENT

This Grant Agreement is entered into and effective this 2nd day of November, 2021, by and between the Municipal Park Grant Commission, hereinafter referred to as "Commission" and the City of Chesterfield, Missouri, hereinafter referred to as "Grantee" and is subject to the following terms and conditions.

1. Statement of Work

(a) Grantee agrees to accomplish the project scope at Logan Park, Phase II.

The Scope of Work shown on Exhibit A shall be completed and grant funds shall be used as indicated on Exhibit A. The Commission has allocated the grant amount and approved only certain amounts for the various elements of the Project as specified on Exhibit A. The amount approved for each part of the Project is the stated dollar amount; unused funds for one element of the Project cannot be used for other elements of the Project without approval of the Commission. The Grantee's "Match" as reflected on Exhibit A is based merely on the cost estimate provided; in the event that the actual cost of the work exceeds the cost estimate, Grantee shall be responsible for such costs and Grantee's responsibility shall not be limited to the "Match" set forth on Exhibit A or in the grant application.

Scope of Work

See Exhibit A, attached hereto and incorporated herein

The Grantee (by Grantee or by its public partners) agrees to complete the Scope of Work and to pay the remaining costs for the items listed in the scope of work which are not covered by the grant. And, Grantee agrees to pay for any and all costs above the grant amount to complete the scope of work.

Subject to the other remedies set forth in this Agreement, if there are any items listed in the project scope that are not completed, an appropriate amount will be deducted from the total grant amount awarded; the deduction shall be determined by the Commission and may be based on the costs submitted in the application, bid prices, or other reasonable methodology. Additionally, if a particular item listed in the project scope is completed for a cost which is less than the dollar amount allocated for that particular item, the total grant amount shall be reduced accordingly. However, upon prior approval of the Comission or its designee, up to fifteen percent (15%) of the total grant amount may be moved from one line item to another; provided however, that the entire scope of work shall be completed in accordance with this Agreement and funds may not be moved to alter or increase the nature or scope of any element of the Project. This exception is intended to cover minor cost changes experienced between the time the application was submitted and the time that final bids are received or to slightly modify plans to address unforeseen construction issues. Grantee shall seek written consent within five (5) days of notice of such cost changes.

Only those construction design costs, engineering costs and construction management costs expressly approved by the Commission and specifically set forth in the project scope shall be reimbursed to the Grantee. If no such items are set forth in the project scope, then such costs have not been approved and no grant funds shall be used for such costs or shall be reimbursed for such costs. When approved, consultant costs attributable to design and engineering services shall not exceed nine percent (9%) of the total Project cost and consultant costs attributable to bidding and construction management shall not exceed six percent (6%). No reimbursement shall be made to Grantee for consultant costs incurred prior to the execution of this Agreement.

Grantee understands that no reimbursement will be made for any cost or expense associated with municipal supplies and labor; equipment rental; or purchase of construction or maintenance equipment to be owned by Grantee. When an approved application includes installation of facilities by municipal employees at municipal costs, the Commission will reimburse for products and materials approved and included in the project scope set forth above.

All items should meet Americans with Disabilities Act (ADA) standards if practical (*see*, Paragraph 16 of this Agreement). The scope of an item may be slightly modified to comply with ADA but should be similar to the items listed above.

Treated wood products must be free of harmful chemicals.

The City shall post signage for purposes of the Project during construction and for a minimum of sixty days following installation or construction of the Project. Grantee may use signs provided by the Commission or may provide its own sign, which includes, in four-inch letters, acknowledgement of the grant awarded by the Municipal Park Grant Commission. This acknowledgement may be accomplished by stating, "This Project, or a portion thereof, was paid for by a Grant received from the Municipal Park Grant Commission of St. Louis County." In lieu of posting signage during construction, Grantee may install, in the Project area, permanent plaques, provided by the Commission or provided by the Grantee, acknowledging the grant awarded by the Commission.

(b) The term of this Agreement shall be from the effective date of this Agreement (as defined in Section 25 of this Agreement) until **June 30, 2023**, unless sooner terminated as provided herein. The Project shall be completed, the Grantee's final report shall be submitted, and the final inspection must be completed or scheduled on or before the date set forth in this subsection (b).

(c) Grantee agrees to provide interim status reports for the work to be performed under this contract from time to time as may be requested by the Commission.

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

1. Date the Project was completed.
2. Final budget for the Project, including a description of the portion of the Project funded by the Grant and a description of the other portions of the Project completed by funds other than the Grant.
3. Photographs of the Project, if possible; and
4. An evaluation of the Project results and benefits, including how the original expectations were met.

(e) In the event that Grantee engages an independent consultant to assist with Grantee's project, such consultant should not be primary point of contact between the Commission and Grantee. Grantee must review and expressly approve all requests for extensions, requests for reallocation of grant funds and all requests for changes to the Scope of Work submitted by an independent consultant on Grantee's behalf. If the Grantee's approval is not clearly reflected in such request, the request will not be acted upon by the Commission.

2. Representations of Grantee

The Grantee represents and warrants to the Commission as follows:

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

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

(c) *Licenses, Permits and Approvals.* The Grantee has or has the ability to obtain all necessary licenses and permits to develop the Project as described in Section 1 of this Agreement under the laws of the State of Missouri and the Grantee will obtain when necessary, all requisite approvals of federal, state, regional and local governmental bodies relating to the Project. The Grantee's Project will be, in all material respects, in compliance with all applicable federal, state and local laws, rules, regulations, codes and ordinances.

(d) *Pending Litigation.* No litigation, proceedings or investigations are pending, or, to the knowledge of the Grantee, threatened against the Grantee seeking to limit the development of the Project, or which would in any manner challenge or adversely affect the powers of the Grantee to enter into and carry out the transactions described in or contemplated by the terms and provisions of this Agreement or any other documents to which it is a party.

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

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

3. Payment

Commission agrees to grant to Grantee an amount not to exceed the sum of **$525,000.00** for accomplishment of the work related to the Project (described in Section 1(a) above).

Subject to the other remedies set forth in this Agreement, if there are any items listed in the project scope that are not completed, an appropriate amount will be deducted from the total grant amount awarded; the deduction shall be determined by the Commission and may be based on the costs submitted in the application, bid prices, or other reasonable methodology. Additionally, if a particular item listed in the project scope is completed for a cost which is less than the dollar amount allocated for that particular item, the total grant amount shall be reduced accordingly subject to the exception set forth in Section 1 of this Agreement.

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

Grant funds will be disbursed to Grantee as reimbursement for Project costs incurred by the Grantee. Disbursements shall be made upon final completion of the Project as outlined in the Scope of Work. However, if the grant is awarded for only certain items or components of a large, multi-faceted Project, upon consent of the Commission, disbursements may be made upon completion of those items or components subject to repayment of the grant to the Commission in the event that the overall Project is not completed.

Reimbursement funds will only be disbursed upon presentation of a written request by the Grantee on a form approved by the Commission and following an inspection of the Project.

A disbursement request form is attached hereto as Exhibit B; however, the Commission may make any changes to the request form it deems advisable during the term of this Agreement. All request forms shall be accompanied by supporting documents to evidence the expenditure related to the development of the Project, a summary of completed activities for which grant funds are requested, and a certification by the Grantee that all materials, supplies and contractual services were properly bid and that the expenditures in all other respects conform to applicable law.

As a condition of disbursement, Grantee shall make the Project grounds available for inspection by a Commission designee.

4. Completion of the Project

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

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

(c) The Grantee understands that if the Project described in this Agreement is completed for an amount less than that approved by Commission, then the Commission will only reimburse the actual cost of the Project.

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

Commission. Grantee agrees to provide all funding for all such changes and amendments.

5. Bids

Grantee acknowledges through the acceptance of the grant that a competitive bidding procedure shall be utilized for the acquisition of supplies, materials, equipment, and all contractual services, with the exception of professional services. Such competitive bidding procedure shall also be utilized for all change orders which alter the Scope of Work.

If Grantee has its own formal purchasing policies and ordinances requiring certain bidding procedures, Grantee may follow its own policies and ordinances and subparagraphs (a) through (g) of this Section 5 shall not apply to Grantee.

If Grantee does not have formal purchasing policies or ordinances containing bidding procedures, Grantee agrees to follow the bidding procedure set forth in subparagraphs (a) through (g) of this Section 5.

Regardless of the bidding procedures followed, copies of all advertisements, notices, bid packages, bid forms, bond forms, bids, proposals, contracts for goods and services and all other documents related to materials, supplies or contractual services for completion of the Project shall be made available to the Commission upon request.

(a) *Formal Written Bids Required.* Supplies, materials, equipment and contractual services (except professional services) needed for the Project shall be procured only after advertisement and receipt of formal written bids when the value of the procurement is in excess of three thousand dollars ($3,000.00). No contract or purchase shall be subdivided to avoid competitive bidding procedures.

(b) *Advertisement / Notice.* Such bids shall be invited through a notice published in a newspaper of general circulation in the county, at least two (2) weeks prior to the date specified for submission of bids. A public notice shall also be posted in a prominent and public place in the City. Such notice shall include: A general description of the item or items to be purchased; the conditions of such purchase; the place where specifications and bid forms may be secured; the time and place for submitting such bids; the time and place for acceptance of bids. Grantee may also solicit bids by mailing copies of the specifications and bidding documents to prospective vendors.

(c) *Sealed Bids.* All bids shall be sealed, shall be identified as bids on the envelope and shall be submitted within the time and at the place stated in the public notice inviting bids. The time of receipt of each bid shall be entered by the receiving employee on the envelope containing such bid. The Grantee shall publicly open all bids at the time and place designated in the notice to bid.

(d) *Prevailing Wage.* Prevailing wage shall be paid on all projects as required by Section 290.230 R.S.Mo. The prevailing wage information must be provided before advertisement for bids (Sections 290.320 and 290.325 R.S.Mo.) and must be incorporated into the Grantee's contracts related to the Project (Section 290.250 R.S.Mo.).

(e) *Performance and Payment Bonds.* Grantee shall require all contractors to furnish to Grantee performance and payment bonds as required by Section 107.170 R.S.Mo.

(f) *Award of Contract.* Grantee shall select the lowest responsible bidder. In determining whether a bidder is qualified, Grantee shall consider the experience of the bidders and shall check all references for bidders prior to award of the contract. If a bidder has failed to list references for the particular type of work solicited, the bid shall be rejected.

(g) *Professional Services.* Unless an architect, engineer, planner, land surveyor or other similar consultant is already under contract, Grantee may hire such qualified professionals after soliciting qualifications and negotiating a fee proposal from the most qualified firm.

6. Records

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

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

7. Grantee's Continuing Obligation to Maintain and Use Improvements

Grantee acknowledges that, unless otherwise specifically provided, improvements funded by Commission grants shall be presumed to have a minimum useful life of ten (10) years, absent acts of God, unforeseen health or safety concerns, or other extraordinary circumstances as may be determined by the Commission in its sole discretion.

Therefore, Grantee shall maintain in good condition, operate and use the improvements for public benefit continuously throughout that ten (10) year period as measured from the date of reimbursement by the Commission to the Grantee with respect to the specific improvement in question.

If Grantee shall fail to so maintain, operate and use the funded improvement, the Commission may, after affording the recipient an opportunity to be heard and in addition to any other remedies available at law or in equity, disqualify the recipient from grant eligibility for the unused portion of the presumed minimum useful life and/or recover that percentage of the funding grant at issue equal to the unused portion of the presumed minimum useful life.

This provision shall survive expiration or other termination of this Agreement.

8. Authority to Contract

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

9. Compliance with Laws and Regulations

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

10. Licenses and Permits

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

11. Indemnity

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

12. Events Constituting Default

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

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

(b) any representation or warranty made by the Grantee in this Agreement or in any written statement or certificate furnished to the Commission proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within **30** days after there has been given to the Grantee by the Commission a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such **30-day** period, but can reasonably be expected to be fully remedied, such default shall not constitute an event of default if the Grantee shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch; or

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

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

13. Exercise of Remedies by the Commission Upon Default

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

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

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

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

14. Rights and Remedies Cumulative

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

15. Termination / Return of Grant Funds

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

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

16. Nondiscrimination

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

17. Compliance with Americans with Disabilities Act

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

18. Applicable Law

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

19. Captions

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

20. Amendments

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

21. Notices

All notices and communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the location set forth below or at a place designated hereafter in writing.

Commission:

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

Grantee:
Tom McCarthy
690 Chesterfield Parkway West
Chesterfield MO 63017-0760

636-812-9503

22. Successors to Interest

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

23. Severability

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

24. Waiver

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

25. Effective Date of Agreement

The effective date of this Agreement shall be that date shown on the first page of this Agreement.

26. Entire Agreement

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

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

COMMISSION:

By: ______________________________

ATTEST:

____
(Commission Secretary):

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

Now on this __________ day of ____________________, 2021, appeared before me ____ ____ who stated that he/she/they is/are the ___ ____ for the Municipal Park Grant Commission, and that he/she/they executed this Agreement on behalf of the Commission, by authority of its governing body and that this Agreement is the free act and deed of the Commission.

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

____
Notary Public

My commission expires:

GRANTEE:

By: MGeisel

ATTEST:

Vickie McGownd

By (City Clerk):

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

Now on this 15th day of November, 2021, appeared before me Michael Geisel who stated that he/she/they is/are the City Administrator for the City of Chesterfield, Grantee, and that he/she/they executed this Agreement on behalf of Grantee, by authority of its governing body and that this Agreement is the free act and deed of Grantee.

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

Vickie McGownd
Notary Public

My commission expires: 6/10/2025

Vickie McGownd
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: June 10, 2025
Commission Number: 13418255

EXHIBIT A - SCOPE OF WORK

RD 22 - City of Chesterfield - Logan Park

Part 1	Project		Grant
Project Cost (100%)	**Cost**	**Match**	**Award**
Site/Grading/earthwork	13,000		13,000
Trail 8' wide 2100 sf	185,000		185,000
MSD Stormwater/ Creek bank Improve.	54,000		54,000
Pickle Ball Courts	125,450		125,450
Shade structure 2 post hip 10' x 16'	72,800		72,800
Segmented Block Retaining Wall 450 sq ft	23,400		23,400
Three Playground Cantilever Shade Canopy	58,500		58,500
Native Meadow Planting 1.25 acres	4,875		4,875
Native Meadow Establishment 1.25 acres	3,250		3,250
Landscape Buffer Plantings	15,000		15,000
8 Trash Receptacles	6,000		6,000
Expanded Metal Benches 6' long	5,500		5,500
Park sign - Masonry to match shelter Columns	9,000		9,000
Seed Turf Lawn, 3000 sq ft	13,650		13,650
Match		139,925	-139,925
Total Part I	**$589,425**	**$139,925**	**$449,500**
Part 2	**Project**		
Aesthetics Items (50%)	**Cost**	**Match**	**Grant**
			0
Matching Funds			**0**
Total Part 2	**$0**	**$0**	**$0**
Part 3	**Project**		
(A-9% & B-6%)	**Cost**	**Match**	**Grant**
A - Architect, Engineering,	**47,500**		**47,500**
B - Construction Management	**28,000**		**28,000**
Total Part 3	**$75,500**	**$0**	**$75,500**
GRAND TOTALS	**Project**		
	Cost	**Match**	**Grant**

Total	**$664,925**	**$139,925**	**$525,000**

Project total Cost	**$664,925**	**Part 3 (A)**	**7.14%**
Total Match	**$139,925**	**(B)**	**4.21%**
Grant Amount	**$525,000**		
		Match %	**21%**

EXHIBIT B

GRANTEE REIMBURSEMENT REQUEST – MUNICIPAL PARKS GRANT COMMISSION

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

Date:________________ Municipality:____________________________ Round:_____

This reimbursement request is for: $_______________.

Please fill out the following:

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

   ____

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

   ____

   ____

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

   ____

   ____

   ____

COMPLETE THE WORKSHEET ON NEXT PAGE

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

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

  ____

I hereby certify that all materials, supplies and contractual services were properly bid and that the expenditures in all other respects conform to applicable law.

Sign Here:_______________________________________

Print Name and Title Here:____

(Revised: July 1, 2004)

Exhibit B – Reimbursement Worksheet

PROJECT SCOPE ITEMS AND INFORMATION FOR REVIEW AND INSPECTION

	Agreement		Built		
No.	Item Description	Agreement. $	Item Description	Invoice $	
1					
2					
3					
4					
5					
6					
7					
8					
9					
TOTAL					

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

(Revised July 1, 2004)

Transfer Request No.____________________ Transfer No. ____________________

City of Chesterfield
Budgetary Transfer of Funds Request

Transfer From:

Account Number	Account Name	Amount
#119-3001-019	Parks Fund, Fund Reserve	$664,925
	TOTAL	

Transfer TO:

Account Number	Account Name	Amount
119-084-5299	Specail Projects (Logan Park Phase 2)	$664,925
	TOTAL	$664,925

EXPLANATION:

Budget transfer is to allow us to start working on phase II construction at Logan Park which is part of the Round 22 Muni Park Grant that we were awarded in January of 2022. Once this project is completed we will file for the $525,000 reimbursement.

APPROVALS:

Requested By:______________________________ **Date:**__________

Department Head:______________________________ **Date:** 4-27-2022

(required)

Finance Director:______________________________ **Date:**__________

City Administrator:______________________________ **Date:**__________

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

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

The minutes of the July 19, 2021 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Monachella, to approve the July 19, 2021 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

Mayor Nation announced that the next meeting of City Council is scheduled for Monday, August 16, at 7 p.m.

COMMUNICATIONS AND PETITIONS

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

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

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

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

APPOINTMENTS

There were no appointments.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning/Public Works Committee

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

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

Finance and Administration Committee

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

Parks, Recreation & Arts Committee

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

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

Public Health & Safety Committee

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

REPORT FROM THE CITY ADMINISTRATOR

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

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

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

OTHER LEGISLATION

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

UNFINISHED BUSINESS

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

NEW BUSINESS

There was no new business.

ADJOURNMENT

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

Bob Nation
Mayor Bob Nation

ATTEST:

Vickie McGownd
Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: 8/16/2021

#5

Memorandum

To: Mr. Geisel, City Administrator

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

Date: 4/28/2022

Re: ARPA City Hall Landscaping Project

As you are aware we received $125,000 to make improvements to the City Hall landscaping. The goal is to make the overall landscaping less wild and brushy a bit more eye catching and less maintenance intensive. Steve Jarvis, Matt Nolting and I feel like we have come up with a good solution to address several of the big concerns. Parks will take care of the project mostly in house and will work on this over time to complete the entire project. We have come up with a concept for your review and direction. As a sample area of how we will work through the overall project we have started with an area that is front and center to one of the areas that has given us the most trouble over the years. This area is the north entrance to the City Hall campus just off of the Chesterfield Parkway and City Center Drive. We have been in the process of removing all the overgrowth and weedy native look over the winter months and we are recommending to come back in adding a bit of topsoil and sod to green up the area and then put in small manageable plantings in a few spaces around the pond and large boulders to give the area a bit of color and beauty. We will also mulch around the boulders to help define the small planting areas and gravel around some of the large boulders near the pond. I would like to take the committee out to the actual area and let us walk them through the actual concept so they can see what we are planning on doing.

I have attached a few documents for phase one of our plan. This first portion around the pond will cost $6,045. If this is approved we will take this concept south along the Parkway to the fountain and around to the underground parking garage driveway off of Swingley Ridge.

Items attached

1. Arial view of the pond area we will address first
2. Diagram of filled in grass area, index of plantings, mulch and gravel to help with erosion diagram
3. Plant list and pictures of the plants
4. Visual of plants in the sample area of phase one.

After the phase one portion of the project is complete, we will start phase two by addressing the planter beds on both sides of the main entrance ramps to City Hall and then start work on the medians and the parking lot areas. Phase three will consist of cleaning up the last water feature area in the northwest area with the removal of the brush and continue with similar plantings of phase one with additional lawn and strategic small plantings around the rocks and water's edge with mulch and rock to stabilize and enhance the areas. Stage four will address updating the medians and roundabout on City Center Drive. Attached is a map of stage one, two, three and four areas below. This work will be done throughout the year and completion sometime in spring of 2023. Matt, Steve and I all feel the ARPA funding of a $125,000 is adequate for the entire project to be completed.

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

Phase 1 light blue, 2 Orange, 3 Rust, 4 Purple


6
7
5
4
8
10. Gravel Area
3
2
1
9
Mulch around existing rocks
7
10. Gravel Area
6
4
Sod
N
0 15 30 60 Feet


Google

1) 

2) 

3) 

4) 

5) 

6) 

7) 

8) 

9) 

10) 

1) ROSE MALLOW
2) BLACK EYED SUSAN
3) RED TWIG DOGWOOD
4) YELLOW TWIG DOGWOOD
5) SAGE
6) NATIVE GRASS
7) PLAINS COREOPSIS
8) SOFT RUSH
9) OBEDIENT PLANT
10) MERAMAC ‘A’ ROCK

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember Aaron Wahl
Vice Chair:

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

NEXT MEETING

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

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

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

Bid Recommendation – Schoettler Road Asphalt Project –
Recommendation to accept the low bid, as submitted by N.B. West Contracting, and to authorize the City Administrator to enter into an Agreement with N.B. West Contracting in a total amount not to exceed $1,200,000.00. Funds for this work are budgeted in Account 120-079-5490**. (Roll Call Vote) Department of Public Works recommends approval.**

OTHER LEGISLATION

There is no "Other Legislation" scheduled for action at this meeting.

UNFINISHED BUSINESS

There is no "Unfinished Business" scheduled for action at this meeting.

NEW BUSINESS

Memorandum
Department of Public Works

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

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

DATE: April 21, 2022

RE: 2022 Schoettler Road Asphalt Overlay

As you know, the 2022 Capital Projects Budget contains $1,200,000 in Account 120-079-5490 for an asphalt mill and overlay on Schoettler Road. This project scope includes isolated full-depth repair of failing asphalt pavement, selective curb replacement where necessary, a two-inch mill of the existing asphalt surface, and a new two-inch asphalt riding surface. The project will extend from the MODOT right of way at South Outer 40 to the recently constructed improvements near Georgetown Road. The newer asphalt immediately adjacent to the recently constructed bridge will be sealed only.

The Department of Public Works publicly opened bids for the 2022 Schoettler Road Asphalt Overlay on April 19, 2022. The results of the bid openings are detailed in the attached memorandum from Civil Engineer Steve Merk. As you can see, four contractors bid on this project, with N.B. West Contracting submitting the low bid of $1,098,773. NB West has constructed myriad projects similar to this one throughout the St. Louis area, and has positive references. Accordingly, I recommend that this project be awarded to the low bidder, N.B. West Contracting, in an amount not to exceed $1,200,000. This includes the low bid amount and a modest contingency.

Please note that this project includes “Asphalt Price Indexing”, meaning that the final cost of the asphalt used will be determined based upon oil prices at the time of placement, in accordance with a formula included in the contract. Should the cost of oil continue to rise, the asphalt unit price will increase. If the cost of oil falls, the unit price of asphalt will decrease. Asphalt Price Indexing is a common practice used by many road agencies, including St. Louis County. It is used so that contractors do not artificially inflate their unit price for asphalt in an effort to protect against oil price fluctuations. Because we have utilized Asphalt Price Indexing it is possible the cost of the project will exceed the authorized allocation. If that occurs I will advise City Council as soon as possible and request an appropriate budget amendment, if necessary.

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

Concurrence: JSKelly
Jeannette Kelly, Finance Director

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to enter into an Agreement with N.B. West Contracting in a total amount not to exceed $1,200,000.

Memorandum
Department of Public Works

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

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

DATE: April 21, 2022

RE: Schoettler Road Improvements
2022-PW-05
Bid Recommendation

As you are aware, sealed bids were publicly opened for the Schoettler Road Improvements project on April 19, 2022. The project will include a two-inch mill of the existing asphalt pavement, full-depth pavement replacement, replacement of failing curb and gutter sections, and a two-inch asphalt overlay on Schoettler Road between Georgetown Road and South Outer 40 Road.

Four bids were received, and the following is a summary of those bid totals:

Contractor		Total Bid
N.B. West Contracting	$	1,098,772.50
Byrne & Jones Construction	$	1,287,529.80
Pavement Solutions	$	1,322,234.02
Ford Asphalt	$	1,525,000.00

The lowest, responsive, and responsible bidder was N.B. West Contracting. They have successfully completed similar projects in the metro St. Louis area, and I have verified their work with references.

Accordingly, I recommend acceptance of the low bid of $1,098,772.50 submitted by N.B. West Contracting and request authorization of work up to the amount of $1,200,000.00. This amount includes an approximate 9% contingency to allow for any unforeseen conditions and/or additional work as may be necessary to complete this project.

Note, the bid documents included asphalt cement price indexing for the line-item cost of the asphalt pavement. This means that cost adjustments will be made to the cost of the asphalt pavement material to provide additional compensation to the Contractor, or credit to the City, for market fluctuations in the cost of bituminous materials. Therefore, the final project cost could be higher than the accepted bid price depending on future petroleum and asphalt prices.

However, price indexing could also benefit the City, and the final project cost could be lower than the accepted bid price.

Staff consulted with multiple industry resources regarding the option to include the asphalt price index in the bid documents, and the consensus opinion was that the City would receive lower bids by including this option. The asphalt price index option removes the short-term and long-term uncertainty about the future asphalt price thus removing the necessity for contractors to inflate their bids to cover the uncertainty.

A copy of the lowest and responsive bid from N.B. West Contracting is attached.

Enclosed: N.B. West Contracting Bid Form
2022-PW-05 Bid Tabulation Sheet

EXHIBIT A

BID FORM

BID TIME: 10:00 a.m.
BID DATE: Tuesday, April 19, 2022

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda 1 through 1, for the

Schoettler Road Improvements
2022-PW-05

being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents for the following itemized bid.

The City is requesting unit price proposals for this work, consisting of the asphalt mill and overlay of Schoettler Road, including but not limited to the removal and replacement of full-depth pavement and base, curb and gutters, as well as pavement striping.

The Contract contains a binding arbitration provision which may be enforced by the parties.

Bid submitted by:

Company Name: **N.B. West Contracting Company**

Address: **18637 US Highway 66**

City, State **Pacific, MO 63069**

Phone number: **314-962-3145** Fax: **636-257-9773**

E-mail address: **crwest@nbwest.com**

Type of Firm: Sole Partnership ____ Partnership ____
Corporation x Other ____

Officer **Chris West**

Title **Vice President**

Signature

Date **4/8/2022**

ITEMIZED BID
CITY OF CHESTERFIELD
SCHOETTLER ROAD IMPROVEMENTS
2022-PW-05

LINE NO.	SECTION NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
		ROADWAY ITEMS				
1	201	Clearning and Grubbing	1	LS	8,000.00	8,000.00
2	City JSP# Z	Backfill, Seeding and Mulching	2350	SY	5.00	11,750.00
3	City JSP# Q	Full-Depth Sawcutting	4450	LF	3.00	13,350.00
4	202	Curb Removal	1495	LF	20.00	29,900.00
5	609	Concrete Curb and Gutter	1495	LF	37.00	55,315.00
6	412	Pavement Surfacing and Texturing (Milling)	33500	SY	2.15	72,025.00
7	202	Removal of Base & Asphalt Material	6127	SY	20.25	124,071.75 +
8	City JSP# R	Undergrading	13785	CF	3.50	48,247.50
9	City JSP# X	4" Type 5 Aggregate Base	6204	SY	9.00	55,836.00
10	405	Type "X" Bituminous Pavement (7-1/2" Base)	2618	TON	99.25	259,836.50
11	405	Type "C" Bituminous Pavement (2" Surface)	3778	TON	92.00	347,576.00
12	407.2	Tack Coat	745	GAL	5.00	3,725.00
13	MoDOT 413.40	Fog Seal (Sycamore Manor to Greenleaf Valley)	3000	SY	2.50	7,500.00
14	203	Compacted Embankment	108	CY	5.00	540.00
15	City JSP# S	Inlet Protection	28	EA	150.00	4,200.00
16	City JSP# Y	Silt Fence	400	LF	4.00	1,600.00
17	100 & 600	Traffic Control	1	LS	40,000.00	40,000.00
18	620	4" White Edge Line	18,730	LF	0.25	4,682.50
19	620	6" White Lane Line	500	LF	0.75	375.00
20	620	4" Double Yellow	7505	LF	0.45	3,377.25
21	620	4" Yellow Two-Way Left Turn Marking	5800	LF	0.40	2,320.00
22	620	White Turn Arrows, Left	30	EA	150.00	4,500.00

TOTAL BID = $ 1,098,727.50

City of Chesterfield

SCHOETTLER ROAD IMPROVEMENTS
2022-PW-05
April 19, 2022

					ENGINEER'S ESTIMATE		NB WEST CONTRACTING		BYRNE & JONES CONSTRUCTION		PAVEMENT SOLUTIONS		FORD ASPHALT	
Line No.	Item No.	Description	Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	201	Clearning and Grubbing	1	LS	$ 10,000.00	$ 10,000.00	$ 8,000.00	$ 8,000.00	$ 4,715.00	$ 4,715.00	$ 1,000.00	$ 1,000.00	$ 10,000.00	$ 10,000.00
2	City JSP# Z	Backfill, Seeding and Mulching	2350	SY	$ 2.50	$ 5,875.00	$ 5.00	$ 11,750.00	$ 14.50	$ 34,075.00	$ 6.02	$ 14,147.00	$ 10.00	$ 23,500.00
3	City JSP# Q	Full-Depth Sawcutting	4450	LF	$ 3.00	$ 13,350.00	$ 3.00	$ 13,350.00	$ 1.75	$ 7,787.50	$ 3.30	$ 14,685.00	$ 3.00	$ 13,350.00
4	202	Curb Removal	1495	LF	$ 10.00	$ 14,950.00	$ 20.00	$ 29,900.00	$ 40.75	$ 60,921.25	$ 15.39	$ 23,008.05	$ 15.00	$ 22,425.00
5	609	Concrete Curb and Gutter	1495	LF	$ 20.00	$ 29,900.00	$ 37.00	$ 55,315.00	$ 51.50	$ 76,992.50	$ 43.61	$ 65,196.95	$ 65.00	$ 97,175.00
6	412	Pavement Surfacing and Texturing (Milling)	33500	SY	$ 3.50	$ 117,250.00	$ 2.15	$ 72,025.00	$ 3.50	$ 117,250.00	$ 2.31	$ 77,385.00	$ 3.00	$ 100,500.00
7	202	Removal of Base & Asphalt Material	6127	SY	$ 20.00	$ 122,540.00	$ 20.25	$ 124,071.75	$ 14.75	$ 90,373.25	$ 17.20	$ 105,384.40	$ 20.00	$ 122,540.00
8	City JSP# R	Undergrading	13785	CF	$ 0.25	$ 3,446.25	$ 3.50	$ 48,247.50	$ 5.75	$ 79,263.75	$ 3.63	$ 50,039.55	$ 4.00	$ 55,140.00
9	City JSP# X	4" Type 5 Aggregate Base	6204	SY	$ 5.00	$ 31,020.00	$ 9.00	$ 55,836.00	$ 6.00	$ 37,224.00	$ 8.93	$ 55,401.72	$ 15.00	$ 93,060.00
10	405	Type "X" Bituminous Pavement (7-1/2" Base)	2618	TON	$ 100.00	$ 261,800.00	$ 99.25	$ 259,836.50	$ 89.35	$ 233,918.30	$ 133.00	$ 348,194.00	$ 150.00	$ 392,700.00
11	405	Type "C" Bituminous Pavement (2" Surface)	3778	TON	$ 125.00	$ 472,250.00	$ 92.00	$ 347,576.00	$ 84.25	$ 318,296.50	$ 104.09	$ 393,252.02	$ 100.00	$ 377,800.00
12	407.2	Tack Coat	745	GAL	$ 20.00	$ 14,900.00	$ 5.00	$ 3,725.00	$ 26.00	$ 19,370.00	$ 2.59	$ 1,929.55	$ 10.00	$ 7,450.00
13	MoDOT 413.40	Fog Seal (Sycamore Manor to Greenleaf Valley)	3000	SY	$ 2.00	$ 6,000.00	$ 2.50	$ 7,500.00	$ 4.50	$ 13,500.00	$ 4.13	$ 12,390.00	$ 10.00	$ 30,000.00
14	203	Compacted Embankment	108	CY	$ 15.00	$ 1,620.00	$ 5.00	$ 540.00	$ 102.75	$ 11,097.00	$ 52.37	$ 5,655.96	$ 100.00	$ 10,800.00
15	City JSP# S	Inlet Protection	28	EA	$ 250.00	$ 7,000.00	$ 150.00	$ 4,200.00	$ 84.25	$ 2,359.00	$ 144.69	$ 4,051.32	$ 150.00	$ 4,200.00
16	City JSP# Y	Silt Fence	400	LF	$ 7.50	$ 3,000.00	$ 4.00	$ 1,600.00	$ 10.50	$ 4,200.00	$ 9.36	$ 3,744.00	$ 10.00	$ 4,000.00
17	100 & 600	Traffic Control	1	LS	$ 50,000.00	$ 50,000.00	$ 40,000.00	$ 40,000.00	$ 157,800.00	$ 157,800.00	$ 128,318.00	$ 128,318.00	$ 122,875.00	$ 122,875.00
18	620	4" White Edge Line	18,730	LF	$ 0.45	$ 8,428.50	0.25	$ 4,682.50	$ 0.30	$ 5,619.00	$ 0.31	$ 5,806.30	$ 1.00	$ 18,730.00
19	620	6" White Lane Line	500	LF	$ 0.65	$ 325.00	$ 0.75	$ 375.00	$ 0.90	$ 450.00	$ 2.20	$ 1,100.00	$ 1.00	$ 500.00
20	620	4" Double Yellow	7505	LF	$ 1.50	$ 11,257.50	$ 0.45	$ 3,377.25	$ 0.55	$ 4,127.75	$ 0.84	$ 6,304.20	$ 1.00	$ 7,505.00
21	620	4" Yellow Two-Way Left Turn Marking	5800	LF	$ 2.00	$ 11,600.00	$ 0.40	$ 2,320.00	$ 0.45	$ 2,610.00	$ 0.42	$ 2,436.00	$ 1.00	$ 5,800.00
22	620	White Turn Arrows, Left	30	EA	$ 75.00	$ 2,250.00	$ 150.00	$ 4,500.00	$ 186.00	$ 5,580.00	$ 93.50	$ 2,805.00	$ 165.00	$ 4,950.00
					TOTAL =	$ 1,198,762.25	TOTAL =	$ 1,098,727.50	TOTAL =	$ 1,287,529.80	TOTAL =	$ 1,322,234.02	TOTAL =	$ 1,525,000.00