



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
VIRTUAL MEETING VIA ZOOM
MONDAY, MAY 3, 2021
6:00PM**

<https://zoom.us/j/93413948013>

312 626 6799

Webinar ID: 934 1394 8013

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

A. Next Meeting – May 6, 2021 (5:30pm)

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

A. Next Meeting – May 10, 2021 (5:00pm)

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

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

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

A. Bid Recommendation - Wildhorse Parkway Bridge Deck Overlay

Recommendation to accept the low bid, as submitted by Concrete Strategies LLC, and to authorize the City Administrator to enter into an Agreement with Concrete Strategies LLC in an amount not to exceed \$340,000. The 2021 Budget includes \$350,000 for this project in Account 120-079-5490. **(Roll Call Vote) Department of Public Works recommends approval.**

B. Contract Recommendation - Eberwein Parks Trails – Design Services

Recommendation to authorize a professional services contract with Horner Shifrin for the Eberwein Park Trail remediation project, in an amount not to exceed \$70,000, the amount previously authorized by Council for this work.

VI. Other Legislation

- A. Bill No. 3342 – Labor Agreement, Fraternal Order of Police (FOP) (First & Second Readings**

VII. Unfinished Business – Mayor Bob Nation

VIII. New Business – Mayor Bob Nation

IX. 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
VIRTUAL MEETING VIA ZOOM
MONDAY, MAY 3, 2021
7:00PM**

<https://zoom.us/j/91645401623>

312 626 6799

Webinar ID: 916 4540 1623

- I. CALL TO ORDER** – Mayor Bob Nation
- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation
- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation
- IV. ROLL CALL** – City Clerk Vickie McGownd
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
 - A. City Council Meeting Minutes** – April 21, 2021
 - B. Executive Session Minutes** – April 21, 2021
- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Thursday, May 6, 2021 – Planning & Public Works (5:30pm)**
 - B. Monday, May 10, 2021 – Planning Commission (7pm)**
 - C. Monday, May 10, 2021 – Finance & Administration (5pm)**
 - D. Wednesday, May 19, 2021 – City Council (7pm)**
- VII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation

VIII. APPOINTMENTS – Mayor Bob Nation

- A. Resolution 467 - Appointment** - Municipal Judge Mark Gartner – Proposed Resolution (4 Year Term)
- B. Resolution 468 - Re-Appointment** - Prosecuting Attorney – Timothy Engelmeyer – Proposed Resolution (4 Year Term)

IX. COUNCIL COMMITTEE REPORTS

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

- 1. Next Meeting – May 6, 2021 (5:30pm)**

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

- 1. Next Meeting – May 10, 2021 (5:00pm)**

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

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

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

- A. Bid Recommendation - Wildhorse Parkway Bridge Deck Overlay**

Recommendation to accept the low bid, as submitted by Concrete Strategies LLC, and to authorize the City Administrator to enter into an Agreement with Concrete Strategies LLC in an amount not to exceed \$340,000. The 2021 Budget includes \$350,000 for this project in Account 120-079-5490. **(Roll Call Vote) Department of Public Works recommends approval.**

- B. Contract Recommendation - Eberwein Parks Trails – Design Services**

Recommendation to authorize a professional services contract with Horner Shiffrin for the Eberwein Park Trail remediation project, in an amount not to exceed \$70,000, the amount previously authorized by Council for this work.

XI. OTHER LEGISLATION

- A. Bill No. 3342 – Labor Agreement, Fraternal Order of Police (FOP) (First & Second Readings)**

XII. UNFINISHED BUSINESS – Mayor Bob Nation

XIII. NEW BUSINESS – Mayor Bob Nation

XIV. ADJOURNMENT

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

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

AGENDA REVIEW – MONDAY 5/3/2021 – 6:00 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:00 PM, on Monday, May 3, 2021.**

While the actual meeting agenda is sparse and should not consume a significant amount of time, we have scheduled the work session to begin at 6:00 pm, such that sufficient time exists to introduce you to Mark Gaertner, the Mayor's nominee for municipal judge to replace the retiring Judge Brunk. I have asked Mr. Gaertner to plan on joining our work session at 6:15 pm, at which time you will have the opportunity to interact.

Please note:

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

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

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



RECORD OF PROCEEDING

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

APRIL 21, 2021

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

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

A roll call was taken with the following results:

PRESENT

ABSENT

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

APPROVAL OF MINUTES

The minutes of the March 15, 2021 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Mastorakos, to approve the March 15, 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, May 3, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Mayor Nation presented a Proclamation (virtually) to the Public Works Department in honor of National Public Works Week.

SWEARING-IN CEREMONY

Each Councilmember was given their oath of office physically at City Hall prior to the meeting. Mayor Nation recognized the Honorable Rick Brunk, Municipal Judge. Judge Brunk then conducted a ceremonial Swearing-In Ceremony for: Mayor Bob Nation; Councilmember Barbara McGuinness-Ward I; Councilmember-Elect Aaron Wahl-Ward II; Councilmember Dan Hurt-Ward III; and Councilmember-Elect Gary Budoor-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 Tom DeCampi
Councilmember Gary Budoor

APPOINTMENTS

There were no appointments.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning/Public Works Committee

Councilmember Dan Hurt, Chairperson of the Planning/Public Works Committee, indicated that he had no action items this evening; and the next meeting of this Committee is scheduled for Thursday, May 6, at 5:30 p.m.

Finance and Administration Committee

Councilmember Barbara McGuinness, Chairperson of the Finance and Administration Committee, indicated that she had no report this evening.

Parks, Recreation & Arts Committee

Councilmember Michael Moore, Vice-Chairperson of the Parks, Recreation & Arts Committee, indicated that he had no report this evening.

Public Health & Safety Committee

Councilmember Tom DeCampi, Vice-Chairperson of the Public Health & Safety Committee, indicated that he had no report this evening.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that Plaza Inn, LLC dba Residence Inn has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales. 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 Plaza Inn, LLC dba Residence Inn. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember McGuinness made a motion, seconded by Councilmember Monachella, to approve a change order for the Selective Slab Project A in the amount of \$160,000, funded by the Capital Projects Fund, for work associated with the River Valley Drive Segment Reconstruction. A roll call vote was taken with the following results: Ayes – DeCampi, Budoor, Mastorakos, Moore, McGuinness, Wahl, Hurt and Monachella. Nays – None. Whereupon Mayor Nation declared the motion passed.

Councilmember Moore made a motion, seconded by Councilmember Hurt, to authorize a professional services contract with Gamble Schlemeier, at the base cost of \$25,000 with an additional \$10,000 “success fee” per approved funded project, for the purpose of

advocating Rescue Act Funding for qualified projects in Chesterfield, to be funded by a transfer from the General Fund – Fund Reserves. A roll call vote was taken with the following results: Ayes – Monachella, McGuinness, Budoor, Mastorakos, DeCampi, Wahl, Hurt and Moore. Nays – None. Whereupon Mayor Nation declared the motion passed.

OTHER LEGISLATION

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

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

Mayor Nation opened the floor to receive nominations for President Pro-Tem for April 2021-April 2022. Councilmember Moore made a motion, seconded by Councilmember Hurt, to nominate Councilmember Mastorakos to serve as President Pro-Tem for the term April 2021-April 2022, and Councilmember Mastorakos 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 Mastorakos, in her capacity as the newly elected President Pro-Tem, announced the following proposed slate for the City Council Standing Committee assignments:

PLANNING AND PUBLIC WORKS COMMITTEE

Councilmember Mary Monachella, Ward I – **CHAIRPERSON**
Councilmember Mary Ann Mastorakos, Ward II
Councilmember Dan Hurt, Ward III
Councilmember Tom DeCampi, Ward IV

FINANCE AND ADMINISTRATION COMMITTEE

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

PARKS, RECREATION AND ARTS COMMITTEE

Councilmember Mary Ann Mastorakos, Ward II – **CHAIRPERSON**
Councilmember Mary Monachella, Ward I
Councilmember Dan Hurt, Ward III
Councilmember Gary Budoor, Ward IV

PUBLIC HEALTH AND SAFETY COMMITTEE

Councilmember Tom DeCampi, Ward IV – **CHAIRPERSON**

Councilmember Barbara McGuinness, Ward I

Councilmember Aaron Wahl, Ward II

Councilmember Michael Moore, Ward III

Councilmember Moore made a motion, seconded by Councilmember Monachella, to accept the Committee assignments as proposed by President Pro-Tem Mastorakos. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

ADJOURNMENT

Mayor Nation entertained a motion to reconvene into Executive Session. Councilmember Moore made a motion, seconded by Councilmember Mastorakos, to go into closed session, pursuant to RSMo 610.021 (1) for the purpose of discussing legal actions, causes of action, litigation or privileged communications between the City’s representatives and its attorneys; RSMo 610.021 (3) for the purpose of discussing hiring, firing, disciplining or promoting employees with employee groups, the City’s representatives and its attorneys; and RSMo 610.021 (9) for the purpose of discussing preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups. A roll call vote was taken with the following results: Ayes – Moore, Mastorakos, Budoor, McGuinness, Hurt, DeCampi, Monachella and Wahl. Nays – None. Mayor Nation declared the motion passed.

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:45 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____

UPCOMING MEETINGS/EVENTS

A. Thursday, May 6, 2021 – Planning & Public Works (5:30pm)

B. Monday, May 10, 2021 – Planning Commission (7pm)

C. Monday, May 10, 2021 – Finance & Administration (5pm)

D. Wednesday, May 19, 2021 – City Council (7pm)

APPOINTMENTS

Resolution 467 - Appointment - Municipal Judge Mark Gaertner – Proposed Resolution (4 Year Term) Mayor Nation has offered the nomination of Mark Gaertner for the position of Municipal Judge for the City of Chesterfield. We have separately provided Mr. Gaertner’s Curriculum Vitae (CV) for your review. Mr. Gaertner will join the agenda review session at 6:15 to allow you to interact and discuss the role and function of municipal judge. Mayor Nation is statutorily required to offer the nomination, and City Council is required to express their vote in the capacity of advice and consent. A simple majority is required to approve the nomination. **(Voice Vote)**

Resolution 468 - Re-Appointment - Prosecuting Attorney – Timothy Engelmeyer – Proposed Resolution (4 Year Term) Mayor Nation has nominated Timothy Engelmeyer for re-appointment as the City’s prosecuting attorney. Mayor Nation is statutorily required to offer the nomination, and City Council is required to express their vote in the capacity of advice and consent. A simple majority is required to approve the nomination. **(Voice Vote)**

RESOLUTION NO. 467

A RESOLUTION OF THE CITY OF CHESTERFIELD, MISSOURI APPOINTING MARK J. GAERTNER FOR A FOUR-YEAR TERM AS THE MUNICIPAL JUDGE FOR THE CITY OF CHESTERFIELD EFFECTIVE JUNE 11TH, 2021

COMES NOW, Bob Nation, the Mayor of the City of Chesterfield, pursuant to the power and authority vested in him to appoint positions, pursuant to Chapter 77.330 RSMo, and hereby appoints Mark J. Gaertner as Municipal Judge to serve for a period of four years, in accordance with Article V, Section 110.860 of the Chesterfield City Code and Chapter 77.370 RSMo.

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

Section 1. Mr. Mark J. Gaertner shall assume the position of Municipal Judge for the City of Chesterfield, Missouri.

Section 2. The term of this appointment shall be for a period of four (4) years, effective June 11th, 2021.

PASSED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD THIS 3RD DAY OF MAY, 2021.

Presiding Officer

Bob Nation - Mayor

Attest: _____
Vickie McGownd - City Clerk

RESOLUTION NO. 468

A RESOLUTION OF THE CITY OF CHESTERFIELD, MISSOURI RE-APPOINTING TIMOTHY ANDREW ENGELMEYER AND THE FIRM OF ENGELMEYER PEZZANI LLC FOR A FOUR-YEAR TERM AS THE PROSECUTING ATTORNEY FOR THE CITY OF CHESTERFIELD EFFECTIVE JUNE 7TH, 2021

WHEREAS, Mr. Tim Engelmeyer currently serves as the City's Prosecuting Attorney; and,

WHEREAS, the current term of the Prosecuting Attorney expires June 6th, 2021; and,

WHEREAS, Mayor Bob Nation, pursuant to the power and authority vested in the Mayor to appoint positions granted to him pursuant to Section 77.370 RSMo, and Section 2-160 of the Chesterfield City Code, has offered the re-appointment of Mr. Tim Andrew Engelmeyer and the firm of Engelmeyer Pezzani LLC as the City's Prosecuting Attorney, for an additional four-year term effective June 7th, 2021; and,

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

Section 1. Mr. Timothy Andrew Engelmeyer and the firm of Engelmeyer Pezzani LLC shall assume the position of Prosecuting Attorney for the City of Chesterfield, Missouri.

Section 2. The term of this appointment shall be for a period of four (4) years, effective June 7th, 2021.

PASSED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD THIS 3RD DAY OF MAY, 2021.

Presiding Officer

Bob Nation - Mayor

Attest: _____
Vickie McGownd - City Clerk

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Monachella

Vice-Chair:

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

NEXT MEETING

The next meeting of the Planning & Public Works Committee is scheduled for Thursday, May 6, 2021, at 5:30 pm.

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

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember Moore

Vice-Chair:

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

NEXT MEETING

The next meeting of the Finance and Administration Committee has been scheduled for Monday, May 10th, at 5:00 pm. This is planned to be a physical meeting, in conference room 102-103.

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

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember Mastorakos

Vice Chair:

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

NEXT MEETING

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

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

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember DeCampi

Vice Chair:

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

NEXT MEETING

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

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

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

Bid Recommendation - Wildhorse Parkway Bridge Deck Overlay

I join with Director of Public Works\City Engineer Jim Eckrich in recommending that the City Council accept the low bid for this project, as submitted by Concrete Strategies LLC, and to authorize the City Administrator to enter into an Agreement with Concrete Strategies LLC in an amount not to exceed \$340,000. The approved 2021 Capital Projects Fund Budget includes \$350,000 for this project in Account 120-079-5490. **(Roll Call Vote) Department of Public Works recommends approval.**

Professional Services Contract – Eberwein Trail Rehabilitation design services, Horner Shifrin

I join with Director of Public Works\City Engineer Jim Eckrich in recommending that the City Council authorize me, as City Administrator, to execute an agreement with Horner Shifrin in an amount not to exceed \$70,000, for professional design services related to the remediation of the Eberwein Park Trails. City Council previously approved this project, and provided authorized \$70,000 for this design work. **(Roll Call Vote)**

OTHER LEGISLATION

Bill No. 3342 – Labor Agreement, Fraternal Order of Police (FOP) (First & Second Readings) As you are aware, after lengthy negotiations, the City Council has approved a new four-year contract agreement with the Fraternal Order of Police (FOP). The FOP has also, already ratified this agreement. Bill # 3342 formalizes this agreement and we are requesting two readings of this Bill at Monday's meeting. **(Roll Call Vote)**

UNFINISHED BUSINESS

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

NEW BUSINESS

Memorandum

Department of Public Works



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

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

DATE: April 22, 2021

RE: Wildhorse Parkway Bridge Deck Overlay

The Department of Public Works publicly opened bids for the Wildhorse Parkway Bridge Deck Overlay Project on April 20, 2021. The results of the bid opening are detailed in the attached memorandum from Senior Civil Engineer Jeff Paskiewicz. After reviewing the bids, Staff recommends the project be awarded to the low bidder, Concrete Strategies LLC, in an amount not to exceed \$340,000. This includes the low bid amount (\$309,376) and a modest contingency to account for change orders which may become necessary during construction of the project. Concrete Strategies is well known for completing this type of work and received a positive recommendation from the Missouri Department of Transportation.

The Wildhorse Parkway Bridge was originally constructed in 1989. The bridge deck was most recently rated a six out of ten by MODOT. A concrete overlay is recommended at this time to prevent damage to the underlying structure and extend the life of the bridge. The 2021 Budget includes \$350,000 for this project in Account 120-079-5490.

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

Concurrence: *J. Kelly*
Jeanette 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 Concrete Strategies LLC in an amount not to exceed \$340,000.

Memorandum

Department of Public Works



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

FROM: Jeff Paskiewicz, PE – Senior Civil Engineer *JSP*

DATE: April 21, 2021

RE: Wildhorse Parkway Drive Bridge Deck Overlay
2020-PW-06

As you are aware, sealed bids for the project were opened on April 20, 2021 at 10:30 AM. Staff received one bid and that was from Concrete Strategies, LLC. Since only one bid was received, Staff contacted R.V. Wagner, Inc. and Kozeny-Wagner, Inc. both of which were on the plan holders list but did not submit bids. They both indicated their reason for not submitting a bid was they would have subcontracted the work to Concrete Strategies, LLC. but Concrete Strategies, LLC. was submitting their own bid.

Concrete Strategies, LLC's bid of \$309,376.00 is attached along with a bid tabulation containing the engineer's estimate. The engineer's estimate for the project was \$326,119.00. Concrete Strategies, LLC's bid is less than the engineer's estimate and appears reasonable. Concrete Strategies, LLC is known for performing this type of work and has successfully completed projects similar to this for the Missouri Department of Transportation.

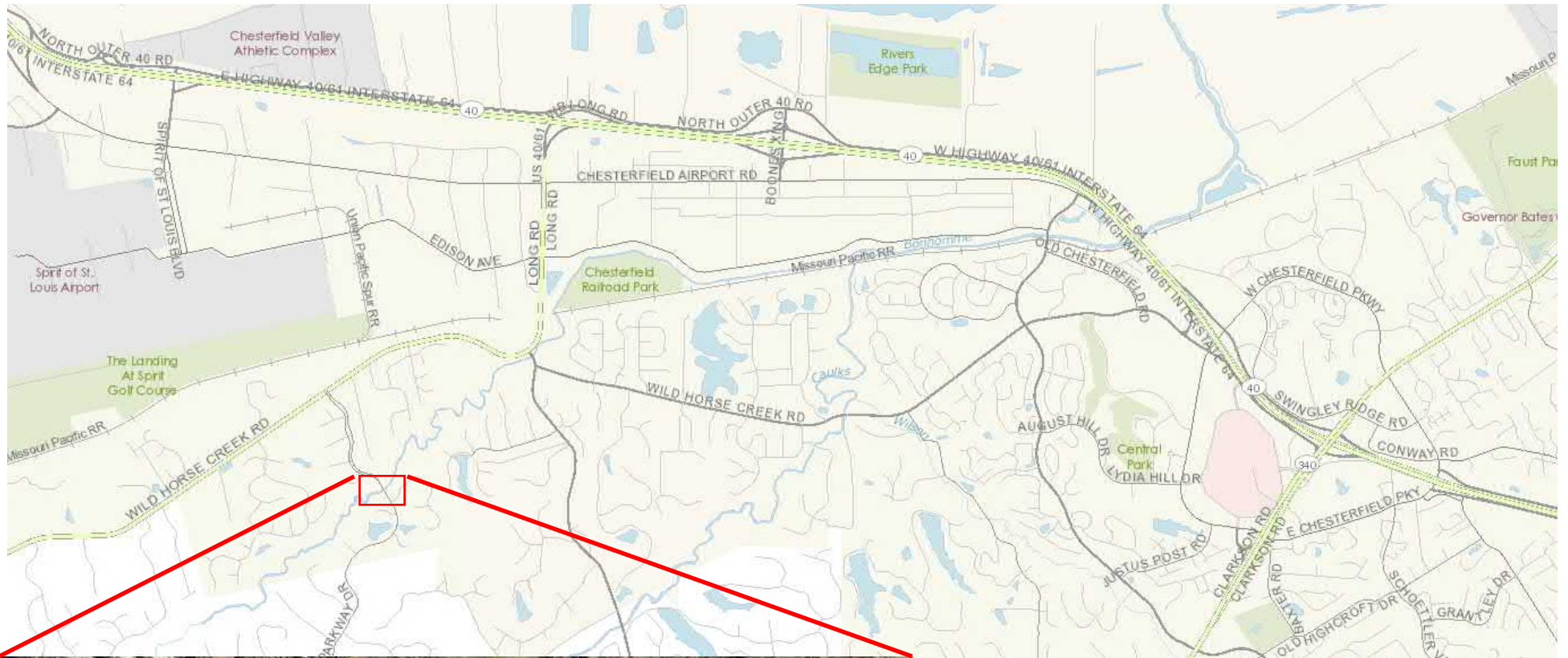
This project will rehabilitate the existing deck on the Wildhorse Parkway Drive bridge over Bonhomme Creek. A project location map is attached. The rehabilitation consists of a latex modified concrete overlay of the bridge deck and removal and replacement of the bridge approach slabs. The rehabilitation will occur this summer and a detailed schedule will be determined once the project is awarded and contracts issued. The anticipated construction time frame is 60 days.

I recommend requesting authorization to enter into an agreement with Concrete Strategies, LLC. to provide for construction of the Wildhorse Parkway Drive Bridge Deck Overlay in an amount not to exceed \$340,000.00. This amount includes an approximate 10% contingency to allow for any unforeseen conditions and/or additional work as may be necessary to complete this project.

The 2021 budget allocation for construction of this project is \$350,000.00

Attachments: Project Location Map
Wildhorse Parkway Drive Bridge Deck Overlay Bid Tabulation
Concrete Strategies, LLC. Bid

Cc: Zach Wolff, Assistant City Engineer
File 2020-PW-06



Wildhorse Parkway Drive Bridge Deck Overlay
2020-PW-06
Project Location Map





BID TABULATION
Wildhorse Parkway Drive Bridge Deck Overlay
2020-PW-06
April 20, 2021

ITEM #	DESCRIPTION	UNITS	QUANTITY	ENGINEER'S ESTIMATE		CONCRETE STRATEGIES	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Mobilization	LS	1	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00
2	Scarification of Bridge Deck	SY	905	\$25.00	\$22,625.00	\$20.00	\$18,100.00
3	Total Surface Hydro Demolition	SY	905	\$55.00	\$49,775.00	\$45.00	\$40,725.00
4	Monolithic Deck Repair (Supplementary Wearing Surface	CY	3	\$700.00	\$2,100.00	\$700.00	\$2,100.00
5	Latex Modified Concrete	SY	905	\$135.00	\$122,175.00	\$139.00	\$125,795.00
6	Penetrating Concrete Sidewalk and Barrier Wall Sealer	SF	3,840	\$2.50	\$9,600.00	\$0.80	\$3,072.00
7	Remove and Replace Bridge Approach Slab	SY	180	\$310.00	\$55,800.00	\$300.00	\$54,000.00
8	Concrete Sidewalk Adjacent Approach Slab Removal and Replacement	SF	336	\$95.00	\$31,920.00	\$11.00	\$3,696.00
9	Concrete Sidewalk Removal and Replacment	SF	236	\$9.00	\$2,124.00	\$8.00	\$1,888.00
10	Traffic Control	LS	1	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00
	TOTAL BID				\$326,119.00		\$309,376.00

EXHIBIT A**BID FORM**

BID TIME: 10:30 a.m.

BID DATE: Tuesday, April 20, 2021

TO: THE CITY OF CHESTERFIELD

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

Wildhorse Parkway Drive Bridge Deck Overlay
2020-PW-06

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 all work necessary to install a latex modified concrete overlay and associated work on the Wildhorse Parkway Drive Bridge deck..

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

Bid submitted by:

Company Name: Concrete Strategies LLC

Address: 2199 Innerbelt Business Center Drive

City, State St. Louis, MO 63114

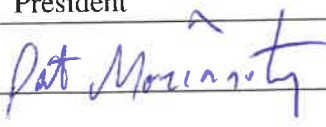
Phone number: 314-595-6309 Fax: _____

E-mail address: walche@concretestrategies.com

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

Officer Pat Moriarity

Title President

Signature 

Date 04-20-2021

BID FORM

No.	Bid Item	Unit	Quantity	Unit Price	Extended Price
1	Mobilization	LS	1	\$30,000.00	\$30,000.00
2	Scarification of Bridge Deck	SY	905	\$20.00	\$18,100.00
3	Total Surface Hydro Demolition	SY	905	\$45.00	\$40,725.00
4	Monolithic Deck Repair (Supplementary Wearing Surface)	CY	3	\$700	\$2,100.00
5	Latex Modified Concrete	SY	905	\$139.00	\$125,795.00
6	Penetrating Concrete Sidewalk and Barrier Wall Sealer	SF	3,840	\$0.80	\$3,072.00
7	Remove and Replace Bridge Approach Slab	SY	180	\$300.00	\$54,000.00
8	Concrete Sidewalk Adjacent Approach Slab Removal and Replacement	SF	336	\$11.00	\$3,696.00
9	Concrete Sidewalk Removal and Replacement	SF	236	\$8.00	\$1,888.00
10	Traffic Control	LS	1	\$30,000.00	\$30,000.00
Total					\$309,376.00

Memorandum

Department of Public Works



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

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

DATE: April 28, 2021

RE: Eberwein Park Trails – Design Services

Earlier this year the City Council approved a budget adjustment in the amount of \$70,000 for design services necessary to reconstruct the trails in Eberwein Park. The problems with the existing trails have been well documented, and are detailed in the attached memorandum submitted to City Council earlier this year. As approved by City Council at that time, the City's plan is to correct these trails via phased construction during 2022-2024. Prior to commencing this phased construction program, we will need a detailed design package, including construction plans.

On February 18, 2021, I issued a Request for Proposals for design services necessary to reconstruct the Eberwein Park Trails to seven qualified engineering firms. Three of those firms ultimately submitted proposals. Those proposals were reviewed by a Staff committee comprised of representatives from the Public Works Department and the Parks Department. That Staff committee unanimously chose Horner and Shifrin as the firm most qualified to perform these services. As you know, Missouri law prohibits bidding certain professional services, including engineering, and requires that these services are selected using a qualifications based process.

I have negotiated a scope and fee with Horner and Shifrin, which have been incorporated into the attached Professional Services contract. Once approved by City Council, I will issue a Notice to Proceed to Horner and Shifrin and design will begin promptly. Should you have questions or need additional information, please contact me.

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to approve a contract with Horner and Shifrin in an amount not to exceed \$70,000.

Concurrence:



Jeannette Kelly, Director of Finance

ENGINEERING SERVICES CONTRACT

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

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

CITY and CONSULTANT hereby mutually agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The services covered by this CONTRACT shall include furnishing the professional, technical and other personnel necessary for design of trail improvements within Eberwein Park, hereinafter referred to as the "PROJECT". CONSULTANT agrees to perform all those services described in Exhibit A, attached hereto, and made a part hereof, in accordance with the terms and conditions stated, such services being hereinafter referred to as the "WORK".

ARTICLE 2 – STANDARDS AND PERMITS

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

ARTICLE 3 - FEES AND PAYMENT

1. For the services described in Exhibit A - Scope of Services, the CITY will pay and the CONSULTANT will accept as full compensation, actual costs of services and supplies based upon the rates provided in the Scope of Services, the total amount not to exceed: seventy thousand dollars (\$70,000).
2. Progress payments for services rendered shall be made monthly upon submission of a detailed invoice, in form reasonably satisfactory to the City Representative (as defined in Article 16 below) for work performed during the previous month. The CITY will make progress payments not later than (30) thirty

days after receipt of acceptable invoices with appropriate documentation.

ARTICLE 4 - SUBCONTRACTING

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

ARTICLE 5 - RESPONSIBILITY OF CONSULTANT

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

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

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

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

ARTICLE 6 - TIME OF COMPLETION

The services of the CONSULTANT shall commence upon receipt of a Notice to Proceed from the CITY, which Notice shall be in writing, and the CONSULTANT shall within ten days proceed with the schedule as set forth in Exhibit A.

The times specified herein may be extended by written order of the City Representative in the event of unavoidable delay. The CONSULTANT may submit to City

Representative timely requests for extension of time before plans are due, citing reasons why the delay involved is unavoidable.

ARTICLE 7 - INFORMATION BY THE CITY

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

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

ARTICLE 8 - INSURANCE REQUIREMENTS

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

1. General Liability: Commercial General Liability (Occurrence)

Each occurrence	\$1,000,000
Personal & Adv injury	\$1,000,000
General Aggregate (Project)	\$2,000,000
2. Automobile Liability: (Any Auto)

Combined Single Limit	\$1,000,000 each accident
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3. Excess/Umbrella Liability \$2,000,000
4. Worker's Compensation and Employers Liability in full compliance with statutory requirements of Federal and State of Missouri law in the amount of \$500,000 for E.L. each accident, E.L. Disease – ea employee, and E.L. Disease – policy limit.
5. Professional Liability

\$1,000,000 each claim
\$2,000,000 aggregate

The Comprehensive General Liability policy shall be endorsed to cover the liability assumed by the CONSULTANT hereunder. To the extent permitted by law, the said insurance shall be written by a company or companies licensed to do business in the State of Missouri. CONSULTANT shall name the CITY, its officers, officials, employees, and agents as additional insureds for general liability, automobile liability, and umbrella liability insurance policies required by the CONTRACT. Coverage under such policies shall be primary and non-contributory coverage with the Additional Insureds coverage being excess. Certificates evidencing such insurance shall be furnished the CITY prior to CONSULTANT commencing the work. The insurance evidenced by the certificate shall indicate that it will not be canceled or altered, except that it may be canceled or altered upon twenty days prior written notice thereof to the

CITY. The certificate(s) must state the CITY as an additional insured on those policies applicable. The cost of such insurance shall be included in the CONSULTANT'S basic service fee.

ARTICLE 9 - INDEMNIFICATION

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

ARTICLE 10 - TERMINATION

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

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

ARTICLE 11 - OWNERSHIP OF DOCUMENTS

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

ARTICLE 12 - DECISIONS UNDER THIS AGREEMENT

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

ARTICLE 13 - EQUAL OPPORTUNITY CLAUSE

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

The CONSULTANT, with regard to the work performed by it after award and prior to completion of the CONTRACT, will not discriminate on the ground of race, color,

religion, sex, national origin or disability in the selection and retention of subcontractors. The CONSULTANT will comply with Title VI of the Civil Rights Act of 1964, as amended. In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the CONSULTANT'S obligations under this CONTRACT and the regulations relative to nondiscrimination on the ground of color, race, religion, sex, national origin or disability.

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

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

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

ARTICLE 14 - SUCCESSORS AND ASSIGNS

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

ARTICLE 15 - CHANGES

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

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

ARTICLE 16 - CITY REPRESENTATIVE

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

ARTICLE 17 - NOTICE

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

If to CONSULTANT: Horner and Shifrin
 101 Laura K Drive, Suite 101
 O'Fallon, MO 63366-3991
 Attention: April Giesmann, PE

If to CITY: City of Chesterfield
 690 Chesterfield Pkwy W
 Chesterfield, MO 63017-0760
 Attn.: James A. Eckrich, PE

ARTICLE 18- CHOICE OF LAW

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

ARTICLE 19 - CONFLICTS

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

ARTICLE 20 - SEVERABILITY

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

Executed by the CONSULTANT this 27th day of April, 2021.

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

CITY OF CHESTERFIELD

Signature – James A. Eckrich

Director of Public Works / City Eng.
Title

HORNER AND SHIFRIN



Signature -
Assoc Vice President, Business Unit
Leader - Civil/Site

Title

EXHIBIT A



10 LAURA K DRIVE, STE. 101 • O'FALLON, MISSOURI 63366-3991
636-329-9296 • FAX 844-339-2910 • www.HornerShifrin.com

April 22, 2021

Mr. Jim Eckrich, PE
City of Chesterfield
690 Chesterfield Parkway
Chesterfield, Missouri 63017
jeckrich@chesterfield.mo.us

Re: **Eberwein Park Trail Construction Documents**
Proposal to Provide Professional Surveying and Engineering Services
H&S Opportunity Number P210090

Dear Mr. Eckrich,

Horner & Shifrin, Inc. is pleased to submit our proposal to provide professional engineering and surveying services for the proposed reconstruction of the dog park trail in Eberwein Park due to erosion in Chesterfield, Missouri. We understand the scope of work to include the following:

Surveying Scope of Services:

1. Boundary Survey of approximately 18.6 acres.
 - a. Deed/plat research.
 - b. Field Traverse, Locate Monuments.
 - c. Office Calculations.
 - d. Drafting.
 - e. Set property corners.
 - f. Review by Professional Land Surveyor.
2. Topographic Survey
 - a. Locate and tie in St. Louis County Benchmark.
 - b. Field topo specific areas needed for design.
 - c. Create TIN and process topo.
 - d. Draft existing topo for use in design.

The above surveying services can be performed for an hourly not-to-exceed fee of \$13,500.00.

Civil Engineering Scope of Services:

1. Design Development (70% Design) for entire site.
 - a. Project Management.
 - b. Design team kickoff meeting.
 - c. Review and process topographic survey.
 - d. Site visit to review recommendations with City Staff.
 - e. Site layout and material selection.
 - f. Grading and Accessible sidewalk design.
 - g. Preliminary stormwater layout and sizing.
 - h. Preliminary BMP layout and sizing.



- i. Create Site plan for owner review/approval with anticipated phasing for three (3) consecutive construction projects.
 - j. Coordination with MSD regarding phasing of improvements and BMP requirements and timing.
 - k. Update cost estimates.
 - l. Owner meetings.
 - m. Quality Assurance/Quality Control.
2. Construction Documents for Phase(s) to be constructed within one year (for MSD approval).
 - a. Project Management.
 - b. Create 3 sets of construction documents, to include (as appropriate for each phase):
 - i. Cover Sheet
 - ii. General notes, legend, control points
 - iii. Demolition Plan(s)
 - iv. Grading Plan(s)
 - v. Utility Plan(s)
 - vi. Erosion Control Plan(s) and SWPPP
 - vii. Modular Wall Profiles and Details
 - viii. Storm sewer profiles
 - ix. Details (BMP, storm, pavement, etc.)
 - x. Existing and Proposed Drainage Area Maps
 - c. Utility Coordination.
 - d. Stormwater BMP Design.
 - e. Hydraulic Analysis.
 - f. BMP Reserve Area Plat and Maintenance Agreement.
 - g. Stormwater Management Calculations Report for MSD Submittal.
 - h. Operations and Maintenance Manual for MSD Submittal.
 - i. Owner Meetings.
 - j. Quality Assurance / Quality Control.
 - k. Update Cost Estimate.
 - l. JSPs for inclusion into City standard specifications.
 - m. City and MSD Permitting review submittals (for one or all three phases, as determined during 70% design).
 - n. Revisions and responses.
 - o. Final City and MSD review submittals.
 - p. MDNR Land Disturbance Permit submittal for first phase of construction (fee not included).
 - q. Project Closeout.

The above services can be performed for an hourly not-to-exceed fee of \$56,500.00.

Exclusions:

1. Public Utility Design and Relocations. Coordination with utility companies included for sidewalk on Old Baxter Road.
2. Permit application and review fees, if applicable. MSD reciprocity expected.
3. Detention design.
4. Landscaping design.
5. Retaining Wall Design. Modular Block Walls expected, and wall profiles/standard details included for contractor to design/build.
6. Bidding Assistance, Construction Staking, and Construction Phase Services.
7. Geotechnical Services.
8. Easement plats or acquisition.
9. Lighting design.
10. Traffic analysis.



11. Title Searches.

Assumptions:

1. Subdivision plats can be provided by the City.
2. City will provide standard Specifications, whereby Job Special Provisions will be added for project.
3. The final package can be broken into phases for construction. MSD submittal and approval may only be performed for bid packages expected within one year, unless it is determined that all BMPs can be constructed during first phase and MSD approval will not be necessary for additional phases. MSD approval may be required for future phases as they begin construction. This will be coordinated at 70% design with the City and MSD.

Fees:

The above surveying and civil engineering services can be performed for an hourly not-to-exceed fee of \$70,000.00.

Project Schedule:

Horner & Shifrin, Inc. will work with the City to provide the specified services within a mutually agreeable timeline.

Additional Services:

Manhour estimates are included for your review. Additional services beyond those specifically included herein can be performed at currently hourly rates. A current 2021 Rate Schedule is attached.

Respectfully Submitted,

April M. Giesmann, PE, CFM
Civil/Site Engineering Practice Leader



Hourly Billing Rates by Classification
Effective: 1/3/21

CLASSIFICATION	RATE	CLASSIFICATION	RATE
AP1 PROFESSIONAL 1	\$ 298	GT4 COORDINATOR	\$ 90
AP2 PROFESSIONAL 2	\$ 154	IP1 AVP - GIS/IT/SURVEY	\$ 206
AT4 CLERICAL 3	\$ 90	IP2 SENIOR GIS/IT PROFESSIONAL	\$ 133
AT6 CLERICAL 6	\$ 66	IT2 GIS/IT ANALYST	\$ 101
BP1 AVP BUILDING SERVICES	\$ 198	IT5 GIS ANALYST	\$ 95
BP3 SR PM BUILDING SERVICES	\$ 193	SP1 VP STRUCTURAL ENGR	\$ 265
BP4 SR PM BUILDING SERVICES	\$ 168	SP2 AVP STRUCTURAL ENGR	\$ 210
BP5 SR PM BUILDING SERVICES	\$ 158	SP3 SR PM STRUCTURAL ENGR	\$ 194
BP7 PM BUILDING SERVICES	\$ 131	SP4 SR PM STRUCTURAL ENGR	\$ 185
BP8 PE BUILDING SERVICES	\$ 129	SP5 SR PM STRUCTURAL ENGR	\$ 173
BP11 DESIGN ENGR BUILDING SERVICES	\$ 104	SP6 PM STRUCTURAL ENGR	\$ 161
BP13 ENGR BUILDING SERVICES	\$ 89	SP7 PM STRUCTURAL ENGR	\$ 145
BTM1 TECH MGR BUILDING SERVICES	\$ 147	SP8 SR PE STRUCTURAL ENGR	\$ 135
BT1 PROF DESIGNER BUILDING SERVICES	\$ 128	SP9 PE STRUCTURAL ENGR	\$ 127
BT2 SR DESIGNER BUILDING SERVICES	\$ 108	SP10 PE STRUCTURAL ENGR	\$ 119
BT3 DESIGNER BUILDING SERVICES	\$ 91	SP11 DESIGN ENGR STRUCTURAL ENGR	\$ 110
BT4 CAD TECH BUILDING SERVICES	\$ 81	SP12 DESIGN ENGR STRUCTURAL ENGR	\$ 103
BT5 CAD TECH BUILDING SERVICES	\$ 74	SP13 ENGR STRUCTURAL ENGR	\$ 95
CP1 DEPT MGR CONST SVCS	\$ 147	ST3 DESIGNER STRUCTURAL ENGR	\$ 100
CP3 PROJ ENGR CONST SVCS	\$ 121	ST6 CADD TECH STRUCTURAL ENGR	\$ 67
CT1 CONST SVCS TECH 1	\$ 123	SU1 PROFESSIONAL LAND SURVEYOR	\$ 142
CT2 CONST SVCS TECH 2	\$ 118	SU2 PROFESSIONAL LAND SURVEYOR	\$ 128
CT4 CONST SVCS TECH 4	\$ 98	SU3 PROFESSIONAL LAND SURVEYOR	\$ 109
CT5 CONST SVCS TECH 5	\$ 87	SU4 SURVEY INSTRUMENT TECHNICIAN	\$ 101
CT6 CONST SVCS TECH 6	\$ 58	TES1 ENV SCIENTIST TRANS CIV ENGR	\$ 179
EP1 VP ENVIRONMENTAL ENGR	\$ 265	TES2 ENV SCIENTIST TRANS CIV ENGR	\$ 163
EP2 AVP ENVIRONMENTAL ENGR	\$ 207	TES3 ENV SCIENTIST TRANS CIV ENGR	\$ 131
EP4 SR PM ENVIRONMENTAL ENGR	\$ 186	TES4 ENV SCIENTIST TRANS CIV ENGR	\$ 100
EP5 SR PM ENVIRONMENTAL ENGR	\$ 175	TES5 ENV SCIENTIST TRANS CIV ENGR	\$ 79
EP7 PM ENVIRONMENTAL ENGR	\$ 159	TP1 VP TRANS CIV ENGR	\$ 252
EP8 SR PE ENVIRONMENTAL ENGR	\$ 131	TP2 AVP TRANS CIV ENGR	\$ 205
EP9 PE ENVIRONMENTAL ENGR	\$ 126	TP3 ENGR MGR TRANS CIV ENGR	\$ 194
EP10 PE ENVIRONMENTAL ENGR	\$ 111	TP4 SR PM TRANS CIV ENGR	\$ 168
EP11 DESIGN ENGR ENVIRONMENTAL ENGR	\$ 107	TP5 SR PM TRANS CIV ENGR	\$ 158
EP12 DESIGN ENGR ENVIRONMENTAL ENGR	\$ 101	TP6 PM TRANS CIV ENGR	\$ 147
ET1 PROF DESIGNER ENVIRONMENTAL ENGR	\$ 123	TP7 PM TRANS CIV ENGR	\$ 137
ET3 DESIGNER ENVIRONMENTAL ENGR	\$ 88	TP8 SR PE TRANS CIV ENGR	\$ 126
ET4 CAD TECH ENVIRONMENTAL ENGR	\$ 70	TP9 PE TRANS CIV ENGR	\$ 121
ET5 CAD TECH ENVIRONMENTAL ENGR	\$ 69	TP10 PE TRANS CIV ENGR	\$ 110
ET6 CAD TECH ENVIRONMENTAL ENGR	\$ 66	TP11 DESIGN ENGR TRANS CIV ENGR	\$ 105
GP2 MANAGER	\$ 174	TP12 DESIGN ENGR TRANS CIV ENGR	\$ 100
GP3 MANAGER	\$ 153	TP13 ENGR TRANS CIV ENGR	\$ 95
GP4 MANAGER	\$ 142	TP14 ENGR TRANS CIV ENGR	\$ 91
		TT1 PROF DESIGNER TRANS CIV ENGR	\$ 112
		TT2 SR DESIGNER TRANS CIV ENGR	\$ 101
		TT3 DESIGNER TRANS CIV ENGR	\$ 89
		TT4 CAD TECH TRANS CIV ENGR	\$ 68
		TTM1 TECH MGR TRANS CIV ENGR	\$ 123

Memorandum

Department of Public Works



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

FROM: James A. Eckrich, Public Works Director
Tom McCarthy, Parks Director

DATE: January 14, 2021

RE: Eberwein Park Trails

As you know, in 2011 the City of Chesterfield constructed improvements to Eberwein Park using a matching Municipal Parks Grant. These improvements included a dog park and aggregate trail system. The dog park has been a great addition to the City and is very popular with dogs and residents. An average of 410 dogs use the dog park each year.





The City of Chesterfield also constructed its first Community Garden at Eberwein park. The Community Garden was created in 2012 and is an exceptional amenity containing 53 plots.



Granny watching over the Eberwein Community Garden



An inside look at the Eberwein Garden

Other amenities in Eberwein Park include:

- A pond enhancement area with an educational signage component that explains pond life and creatures that benefit from the pond.
- A dock over-looking the pond.
- The original barn from the Eberwein Family Farmstead.
- Shuffle board courts.
- A native prairie that was developed in cooperation with the Missouri Department of Conservation.
- Pollinator gardens.
- A large open space for play, picnics and other activities.

While the improvements to Eberwein Park have been very popular, the aggregate trails have experienced a myriad of problems beginning with their original construction, primarily associated with erosion. The trail erosion has been investigated by several members of the Parks and Public Works Staff, and numerous substantial attempts have been made to correct the erosion. These have ranged from adding rock, grading swales, installing storm water collection facilities, and recompacting the trail itself. These corrective actions have been successful for short periods, but the erosion has inevitably returned. Unfortunately, the rain event in August of 2020 resulted in significant erosion throughout the park and the trail being closed in multiple locations.





Eastern loop east side of trail along Baxter Rd.



Western loop on northwest portion of trail



Western loop southwest side of trail



Western loop west side of the dog park



After reviewing the matter at length, we have concluded that there is simply no way to stop the trail erosion without redesigning the trails. The existing trails were constructed at too steep of a grade for a rock trail, with insufficient consideration for storm water drainage. The City could continue to clean up after every large storm event, remove piles of displaced rock, and recompact the trail. However, this is not the best use of City resources and will result in resident frustration as the trails are closed after every large rain event.

After the August 2020 rain event caused the closure of the trails, the City contracted with Horner and Shifrin to investigate the trail erosion and determine how the City could correct the trails. This has resulted in the attached Eberwein Park Erosion Conceptual Planning Report (Report). Within the Report Horner and Shifrin effectively details the problems of the existing trails and provides conceptual solutions for repairing the trail system, including costs.

After reviewing the Report and consulting with Horner and Shifrin, we believe the best way to proceed would be to re-route the trails in Eberwein Park, as described in Concept 2. This involves the complete reconstruction of the south loop by tying the current trail leading from the parking lot into a concrete sidewalk along Old Baxter Road. That sidewalk would then tie into a new trail system which would connect to a

reconfigured north loop. The new trail will be constructed with proper cross slope and drainage ditches to minimize the chances of future erosion. The preferred alignment is contained within Appendix A of the Report as Concept 2. The estimated cost of the proposed solution is \$850,000, including a twenty percent contingency.

The City Staff simply cannot make a recommendation at this time to allocate and spend \$850,000 for trails in Eberwein Park. That said, the existing condition is not acceptable and something should be done to address the closed trails, which are not only an eye-sore but dangerous to those residents who ignore the signage.

After careful consideration and debating the matter at length, the Parks Director and Public Works Director recommend that the City proceed incrementally to improve Eberwein Park. The first recommended action is to allocate \$70,000 for surveying and design services. This will allow the creation of plans, specifications, and a construction estimate for the trail improvements. Our recommendation is to allocate this funding as soon as practical so that a Request for Qualifications (RFQ) can be issued for design services. Once a design consultant is selected and a contract negotiated it will be brought to City Council for approval. If approved by Council, plans could be completed by the end of 2021.

If this course of action is approved, Parks Staff will begin Phase 1 of the remediation by removing deteriorated sections of trail. This will NOT impact the dog park, which can continue to be accessed from the Eberwein Park parking lot. However, the rest of the trail system within Eberwein Park will be mostly unusable. Then, beginning in 2022, City staff will plan to initiate a three-year project to reconstruct the Eberwein Park trail system by budgeting approximately \$200,000 per year. The work will proceed as follows:

2022) Phase 2: Reconstruction of the north loop. The loop will be rerouted from west of the dog area to east of the dog area. The MSD required water quality features will be corrected or re-designed as necessary.

2023) Phase 3: Construction of a new path / sidewalk along Old Baxter Road from the Eberwein Park parking lot to Baxter Road.

2024) Phase 4: Connection of a new path connecting the path / sidewalk constructed in 2023 to the north loop constructed in 2022.

If approved, the above-described course of action would result in a new and improved trail system within Eberwein Park. While it would be preferable to make these improvements within one bid package constructed as soon as possible, we believe this course of action is economically feasible. It will allow us to make as many improvements as possible using in-house labor and plan for a \$200,000 expenditure annually, likely from the Capital Projects Fund.

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

Action Recommended

It is our recommendation that the City of Chesterfield completely reconstruct and re-route the trail system in Eberwein Park over four years (2021-2024). This will necessitate a supplemental 2021 allocation of \$70,000 from the General Fund – Fund Reserves. If approved, Staff would begin by requesting proposals for design services, which could likely be completed in 2021. Concurrently, Parks Staff would begin removing the failed sections of trail. Trail improvements would then be budgeted at approximately \$200,000 per year over a three-year period.

This matter should be considered by the Parks, Recreation, and Arts Committee of City Council. If the Committee concurs with staff's recommendation it should vote to move the matter forward to City Council. If the Committee desires an alternate course of action it should advise Staff of such.

EBERWEIN TRAIL EROSION CONCEPTUAL PLANNING REPORT

1627 Old Baxter Road
Chesterfield, MO 63017

H&S Project No. 2021400

Prepared for:

City of Chesterfield, MO
690 West Chesterfield Parkway
Chesterfield, MO 63017



Prepared by:

April M. Giesmann, PE, CFM
E-2001004592

Horner & Shifrin, Inc.
101 Laura K Drive, Suite 101
O'Fallon, MO 63366
636-439-2393

December 15, 2020
Revised January 12, 2021



**City of Chesterfield
Conceptual Planning Report
Eberwein Trail Erosion**

Table of Contents

	<u>Page No.</u>
1. EXECUTIVE SUMMARY	1
2. PROJECT OVERVIEW	1
a. Project Location	1
b. Project Description	2
c. Purpose of Project	3
3. SITE INVESTIGATIONS	3
4. PERMITTING AND REGULATORY COORDINATION	6
5. HYDRAULIC ANALYSIS	6
6. IMPROVEMENT ALTERNATIVES	6
a. Trail Material	6
b. Grading Improvements and Addition of Drainage Swales	8
c. Storm Sewer Improvements	9
d. Alternate Path Locations	9
7. PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST	9
a. Current Path Locations	10
b. Alternate Path Locations	10
8. RECOMMENDATION SOLUTION	10

Appendices:

A – Conceptual Plans

B – Cost Estimates

C – Trail Material Product Information



CERTIFICATION

I hereby certify, as a Professional Engineer in the state of Missouri, that the information in the document was assembled under my direct personal charge. This report is not intended or represented to be suitable for reuse by the City of Chesterfield or other without specific verification or adaptation by the Engineer. This certification is made in accordance with the provisions of the laws and rules of the state of Missouri under Missouri Administrative Code.

 APRIL M. GIESMANN, PE, CFM (E-2001004592) Date: January 12, 2021	City of chesterfield 690 West Chesterfield Parkway Chesterfield, Missouri 63017
	Horner & Shifrin, Inc. 101 Laura K Drive, Suite 400 O'Fallon, Missouri 63366 Phone: 636.439.2393 www.hornershifrin.com
	Date Prepared: January 12, 2021 Addendum Date:



1. EXECUTIVE SUMMARY

The City of Chesterfield contracted Horner & Shifrin, Inc. (H&S) to provide professional engineering services for evaluation and recommendation of erosion solutions for the existing gravel trail at Eberwein Park, located at 1627 Old Baxter Road in Chesterfield, Missouri. The trail has washed away during large rain events, and the City has provided barricades across portions of the existing trail to keep residents from using the park facilities. H&S was contracted to provide an analysis of the conditions and recommendations for improvements to restore the park trail that will minimize future erosion.

A summary of the conceptual recommendations as shown on the plans included in Appendix A and presented in this Conceptual Planning Report include:

- a. Improvements to the trail surface to lessen the chance for future erosion with the gravel replacement system in the alternative path locations,
- b. Construction of 10-foot-wide sidewalks along Old Baxter Road,
- c. Removal of portions of the existing trail system at high slope areas,
- d. Grading to provide drainage swales,
- e. Addition of storm sewer infrastructure to collect and convey the surface runoff before it can cause erosion of the trail, and
- f. Remediation of two existing bioretention basins damaged by erosion.

2. PROJECT OVERVIEW

a. PROJECT LOCATION

The City of Chesterfield is located in western St. Louis County, Missouri. Eberwein Park, an 18.6-acre City of Chesterfield-owned park, is situated at the northeast quadrant of Clarkson Road and Baxter Road, south of Highway 40/Interstate 64 and southeast of the Missouri River. See project site area on Figure 1 and Figure 2.

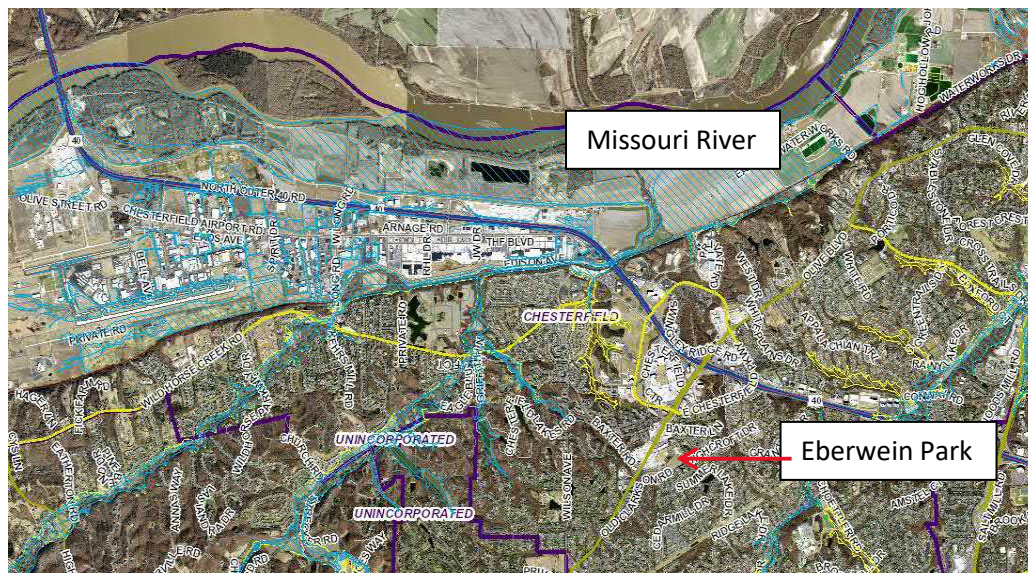


Figure 1 – Eberwein Park Location in Chesterfield, Missouri



Figure 2 – Eberwein Park near Clarkson Road and Baxter Road

Eberwein Park is adjacent to commercial properties on the north and west property lines of the park. Residential properties are adjacent to the park across Old Baxter Road to the northeast. Residents from these neighborhoods walk their dogs at the park. The park also has a parking lot accessible from Old Baxter Road for visitors arriving by vehicle.

b. PROJECT DESCRIPTION

The gravel trail at Eberwein Park is frequently used by pedestrians and their canine companions. There is a fenced Dog Park with benches and grass play areas. The approximately 12-foot-wide gravel trail system within the park is created by two 0.4-mile loops that cut the park in half – one on the north and one on the south. Between the two loops is a less than half-acre pond with a small dock, and an approximately 5-foot-wide dirt and mulch trail connects the two larger gravel trails on the west side of the pond. There is also a community garden between the two trail loops. The park is maintained by City of Chesterfield Parks and Recreation staff.

Stormwater generally flows from east to west across the park property at grades often exceeding 10 percent. Drainage channels are not common on either side of the existing ditch, and in some locations the trail becomes the drainage channel because the ground on both sides of the trail is higher. Four (4) bioretention basins are located on the west edge of the property, collecting stormwater from the northern



gravel loop trail. Stormwater from approximately half of the southern trail and a smaller portion of the northern trail drains to the pond between the trail loops.

c. PURPOSE OF PROJECT

The City has determined the trail is too hazardous to allow residents to use because of erosion and large ruts created by stormwater. City staff has attempted to stop the erosion by filling in the ruts with larger stones, adding geofabric, and regrading portions of the trail and surrounding grass area. This has not stopped the erosion. Therefore, the City has requested recommendations for trail improvements that may include grading, stormwater mitigation, changes in trail surfacing, and rerouting of the trail in an attempt to repair current erosion concerns and prevent future erosion potential.

The purpose of this Conceptual Planning Report is to identify and compare conceptual solutions for discussion with the City to meet their project needs. Conceptual designs also include conceptual level construction cost estimates to ensure the project will get properly funded in future City budget cycles.

3. SITE INVESTIGATIONS

In developing the Conceptual Planning Report, Horner & Shifrin, Inc. staff visited the site multiple times in September 2020 to observe the existing trail and surrounding improvements. Site notes are as follows:

1. The southern loop trail experiences substantial runoff from the grass area in the middle of the loop, and rutting is occurring on the southern side of the trail, and the rock material is washing downhill toward the pond. See Figure 3. City staff has tried to repair erosion by adding large stones along the trail.



Figure 3: North side of South Trail, facing west



Figure 4: West end of north leg of South Trail loop. Geofabric exposed after continued erosion.

2. An existing dirt and mulch path connects the North Trail and South Trail along the west side of an existing pond. Erosion does not seem to be a problem along the mulch trail; the trail is relatively high compared to surrounding grades, and minimal stormwater crosses the trail.
3. City staff has placed geofabric in rutted areas and placed larger stone in an attempt to minimize erosion. Erosion continues even after these efforts, as shown by the exposed geofabric material in Figure 4.



4. The stormwater generally flows from the southeast to the northwest of the South Trial loop. At the northwest corner, erosion of the trail is carrying the gravel material downhill toward the treed area that adjoins the commercial property to the west, as shown in Figure 5.
5. The City has installed storm sewer catch basins in several locations along both trails to try to prevent stormwater from running over the gravel trail.
6. A channel has been constructed along the western edge of the South Trail. The slopes of the trail are approximately 10 percent, and erosion is still occurring.
7. Significant erosion is occurring on both sides of the southern leg of the South Trail, as well as within the trail itself, as shown in Figure 7.



Figure 5 – Washout at the northwest corner of the Southern Trail



Figure 6 – South Trail, from the northwest corner, facing south. Baxter Road is on the right of the photo.



Figure 7 – South leg of South Trail, from the southwest corner, facing east. Old Baxter Road is on the right of the photo.

8. Both the North Trail and the South Trail have been barricaded to prevent pedestrians from using the trails where significant erosion has occurred.
9. The locations of the trail where there are significant adjacent ditches appear to have lessened erosion, although erosion also occurs where ditches are present. The erosion caused in these locations is likely because of the slope of the trail, not stormwater running across the trail.



10. Stormwater from the dog park drains to the southern leg of the North Trail. Ditches are not located along the northern side of the southern leg. Significant erosion is occurring along the entire south leg of the North Trail adjacent to the fenced dog park area.
11. The North Trail turns to the north and is relatively flat. Approximately 200 linear feet of this western leg of the North Trail is also higher ground than on both sides – there is a significant drop to the commercial property to the west, and there are bioretention basins at a lower elevation to the east. Therefore, this stretch of the North Trail has very little evidence of erosion. Toward the north end of this western leg, the slope increases and erosion is evident again. The bioretention basins on both sides of this northwest corner of the North Trail are filling with gravel from the trail, as shown in Figures 8 and 9.



Figure 8 – Bioretention basin as northwest corner of the North Trail, from western leg, facing north.



Figure 9 – Bioretention basin on the inside of the loop, between the fenced dog park and North Trail, from the western leg, facing southwest.

12. From the northwest corner of the property, the North Trail turns to the east and again increases in elevation to the east. Stormwater from the commercial property to the north discharges toward the trail, and the slope of the trail provides a drainage path along the southern (inside) side of the north leg. This is an area where both sides of the trail are higher than the trail and the trail appears to be the drainage channel, as shown in Figure 10.



Figure 10 – North leg of the North Trail, from western end, facing east.

13. From the top of the hill, the slope of the trail flattens out as the trail approaches the east end of the property; however, erosion still occurs because stormwater is discharging from higher ground across the trail. This area, too, appears to be a low spot between higher ground on either side of the trail, making the trail the drainage path. See Figures 11 and 12.



Figure 11 – Northeast corner of the North Trail, facing east, erosion occurring from stormwater draining from the north (left in photo).



Figure 12 – North leg of the North Trail, at eastern end near parking lot.

4. PERMITTING AND REGULATORY COORDINATION

Permitting and Regulatory requirements involve multiple agencies.

- 1) The park is owned by the City of Chesterfield. Therefore, no City permits will be required.
- 2) The Conceptual Improvements for this project will likely disturb more than one acre of the park. Therefore, a Land Disturbance Permit will be required by the Missouri Department of Natural Resources, and a Stormwater Pollution Prevention Plan (SWPPP) will be required.
- 3) The existing bioretention basins on site near the northern loop are permitted by MSD and must be maintained. Because one acre of land will be disturbed for this project, the Metropolitan St. Louis Sewer District (MSD) may require additional stormwater BMPs, such as an additional bioretention basin for work on the southern loop. Other BMPs can be considered, such as overland flow areas that must be maintained as buffer strips. MSD will require Maintenance Agreements and Reserved Areas for any BMPs required for the project. Additional stormwater review will be completed by MSD; however, all onsite stormwater inlets and pipes will be considered Private Under MSD Inspection (PUMI).

5. HYDRAULIC ANALYSIS

A hydraulic analysis has not been performed for this Conceptual Planning Report. A hydraulic analysis will be required for the drainage ditches proposed on both sides of the improved trail in the form of ditch calculations. Additional stormwater analysis will be necessary for inlet capacity and piped sewer capacity for areas where inlets and buried pipes are proposed.

6. IMPROVEMENT ALTERNATIVES

a. TRAIL MATERIAL

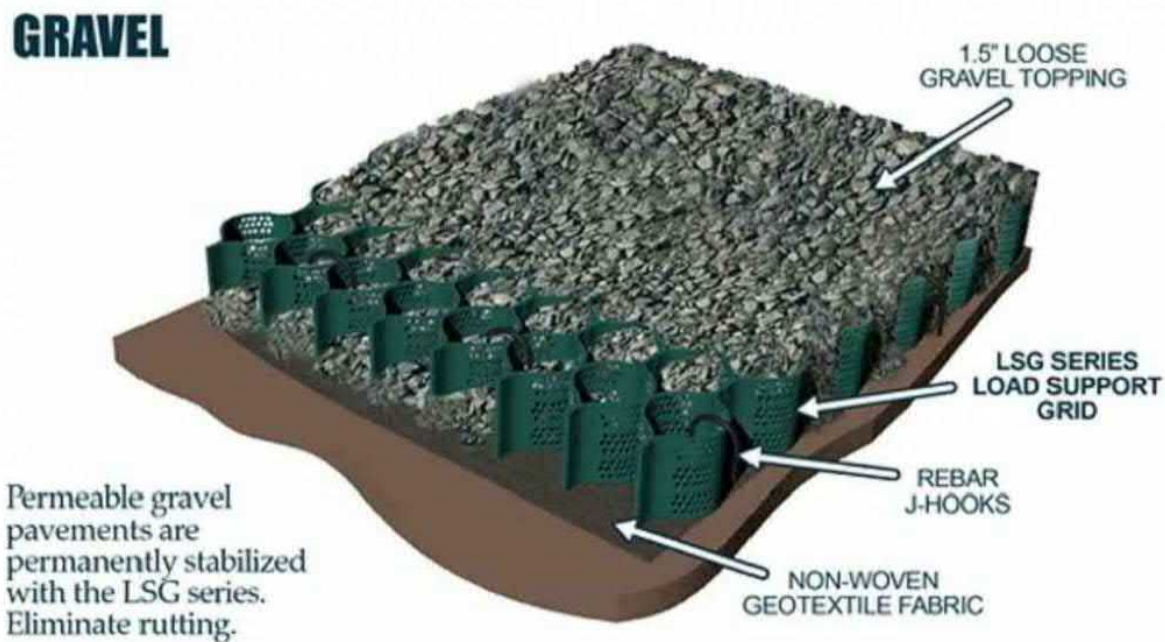
The City discussed providing options for different material for the trail. The Parks Department has added material and recompact the gravel, but the erosion continues. The City suggested hard surfaces, such as



concrete and asphalt; but they were concerned about erosion occurring outside of the pavement footprint and also increased construction costs. Additionally, the use of asphalt would provide a very hot surface during the summer months and the City was concerned that residents with pets may complain. Therefore, H&S researched alternative materials for the trail that would be low-maintenance and easy on canine paws.

LSG Series

Cell-Tek Geosynthetics manufactures a product called Load Support Grid or “LSG Series” that is a cell configuration. The system confines materials and prevents lateral movement away from the applied load. The system prevents the lateral displacement of infill materials which eliminates rutting and wash-boarding usually associated with gravel pavements. Applications for this product include driveways, parking lots, access roads, trails/pathways, and more. The cells are laid over non-woven geotextile fabric, anchored into the ground, and then filled with loose gravel. This would provide a similar surface type and texture to what is currently in place at Eberwein Park, but it would provide stability for long-term use. The system can also have a binder included with the gravel material to prevent washout on steeper slopes. H&S obtained pricing of the Cell-Tek system to compare to more traditional sidewalk materials.



Gravelpave²

Gravelpave² is a similar product to the Cell-Tek product and has a compressive strength higher than concrete. The product can support the weight of vehicles, but it is lightweight. Similar to LSG Series, the product comes in flexible rolls to allow for quick and easy installation. The Gravelpave² product literature states it cannot be used for areas where the grade exceeds 8%, as they have determined that the stone fill will migrate during storm events, requiring more maintenance effort by the owner. However, for steeper grades, using a binder in the Gravelpave² fill will prevent the stone from migrating. The binder most commonly used is Portland Cement, but other options are available. By thoroughly mixing the surface fill with a 10% mix of Portland Cement by volume, this will adhere the stone pieces to each other and will eliminate fill migration during a storm event.



The Grasspave² Advantages

- Design Flexibility
- High Compressive Strength (15,940psi)
- Easy, Quick Installation
- 92% Void Space
- All Weather
- Reduces CO₂ and Toxin Filtration
- Long Life Span (60+) Years
- Environmental Beautification



Traditional Concrete

Concrete sidewalk is an alternative for the rutted trails. Because of the steeper slopes in some areas of the trail, it is recommended to use dowels to tie the slabs together. Dowels would also help decrease settlement difference of slabs to avoid tripping hazards at displaced joints. The cost estimate provided in this report uses a 6-inch Portland Cement Concrete over a 4-inch rock base. The increase over 4-inch concrete pavement will provide more weight to keep the slabs in place, and also provide additional strength for maintenance vehicle traffic. The 4-inch rock base provides additional drainage for the pavement to prevent freeze-thaw and other movement of the pavement.

b. GRADING IMPROVEMENTS AND ADDITION OF DRAINAGE SWALES

Many locations of the trail are unintentionally being used as drainage paths, because the trail is the low-lying area between higher grassed areas. In order to decrease the chances of erosion for any type of trail surface, significant grading is recommended. The plans in Appendix A include two grading suggestions – swales and raising the trail. Raising the trail and creating drainage swales on both sides of the trail provide added protection against erosion. It moves the drainage path off of the trail surface. Raising the trail keeps the trail from being the low-lying area and creating drainage swales on both sides gives stormwater a preferred path.

The stormwater on the eastern fourth of the South Trail discharges to Old Baxter Road to the east. City personnel stated the residents on Old Baxter Road are concerned about additional runoff from the park discharging onto their property and adding more runoff to the lake in the common ground at 15600 Oak



Post Lane. In an attempt to lessen the runoff to the adjoining neighborhood, a swale is proposed to discharge that stormwater currently flowing to the east and direct it to the pond within Eberwein Park.

It is suggested to add rock lining or erosion control mats in the flat bottom ditches along the edges of the trail to prevent the erosion problem from moving to a different location.

c. STORM SEWER IMPROVEMENTS

City personnel have installed small catch basins and underground pipes in an attempt to collect stormwater before it can accumulate and cause erosion on the trail. Proposed conceptual stormwater measures would add more storm sewer structures with larger pipes to adequately collect and convey the stormwater from the drainage swales and other important locations where stormwater is collecting. These sewers would be private sewers and would not require any easements to be conveyed to MSD. See sewer locations on the Conceptual plans in Appendix A.

d. ALTERNATE PATH LOCATIONS

As an alternative solution to replacing the gravel paths in their current locations, much of the existing path network that is experiencing significant erosion may be removed from the trail network within the park. The northern loop may be truncated at the entrance to the dog park on the south side, and the trail west of the dog park entrance can be removed and vegetation reestablished. An alternate path can be constructed on the east side of the dog park connecting the northern leg with the southern leg, as shown in the Conceptual Plans in Appendix A.

The south loop may also be modified with the same intent. Much of the existing path can be removed, and a 10-foot-wide sidewalk can be constructed along the north side of Old Baxter Road that will connect to the existing 5-foot-wide sidewalk on the east side of the park and at the southwest corner of the park at Baxter Road, as shown on the Conceptual Plans in Appendix A. From that sidewalk, a replacement trail (constructed of any of the material options previously discussed) can be built on the west leg of the southern loop that would continue across the berm on the west side of the pond and connect to the northern loop near the dog park entrance. As with the northern loop, the remainder of the existing trail system can be removed and revegetated. This alternative will likely require small modular block retaining walls along the north side of the sidewalk, and may impact five of the six utility poles and overhead utility lines located along the north side of Old Baxter Road. Accessible ramps will be required at the intersection of Old Baxter Road and Highcroft Drive.

7. PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST

The reconstruction of the paths in their current location and in the alternate locations were evaluated based on probable construction costs. All alternatives include remediation of the existing bioretention basins that have been damaged due to erosion of granular and soil material washing into the basins at the west end of the northern trail loop. These basins will require maintenance to return them to their originally designed condition.

Grading quantities are approximate only because topographic survey has not been obtained. MSD topographic maps were used for a general idea of slopes and existing contours.



All estimates of probable construction costs include a 20% contingency and design services for boundary and topographic surveying, engineering, construction staking, construction inspections, and material testing were estimated for budgetary purposes. Those fees are as follows:

- Boundary and topographic survey of 18.5-acre park - \$10,000
- Engineering - \$55,000
- Construction Staking - \$5,000
- Construction Inspection and material testing - \$40,000

These budgetary items are based on assumptions made at this time and can be further defined upon design completion. They do not include items such as public utility relocations or easements. If the alternate path locations are chosen, which included the 10-foot-wide sidewalk along Old Baxter Road, a \$50,000 utility allowance should be included in the budget for potential power pole relocation in the event the utility company does not pay for the relocation outside of the existing right-of-way.

a. CURRENT PATH LOCATIONS

The opinion of probable construction cost to replace the existing trail with the Cell-Tek system or Gravelpave² system are very similar. Both products should include a binder material for steep grades. Probable costs for the trail improvements, grading modifications, and storm sewer improvements is \$699,000. This cost for either gravel replacement system assumes all new gravel will be placed, because the necessary grading will require the path to be higher. It may be possible for the gravel to be reused, but this is not assumed the case for this estimate.

The opinion of probable construction cost for the 6-inch-thick concrete sidewalks in its current location, including the above grading modifications and storm sewer improvements, is \$855,000.

b. ALTERNATE PATH LOCATIONS

Opinions of probable construction costs were also determined to reconstruct the trail along the alternate paths, which includes 10-foot-wide concrete sidewalks along Old Baxter Road for both gravel replacement options. To provide the 12-foot trail in the new locations with the Cell-Tek or Gravelpave² systems, construct a new path east of the dog park, connect the loops near the pond, and reestablish vegetation on locations of the existing trail to be removed, the probable construction cost is \$849,000.

The opinion of probable construction cost for the concrete sidewalks along Old Baxter Road and 12-foot-wide concrete trail connections in the alternate path locations, including construction of a new path east of the dog park, connection of the loops near the pond, and reestablishing vegetation at locations of the existing trail to be removed, is \$943,000.

Details of the cost estimates are included in Appendix B.

8. RECOMMENDED SOLUTION

The estimated probable construction costs for the provided alternatives vary by as much as \$244,000. The reconstruction of the gravel path in the current location is \$150,000 less expensive than providing the alternative alignment with the same gravel-stabilizing system. Replacing the entire trail system with



concrete is \$88,000 less than constructing concrete paths in the alternative locations and creating sidewalks along Old Baxter Road, eliminating a large portion of the existing loop paths.

Recreating the gravel trail in the same locations requires the trail to be raised and stormwater ditches to be created on both sides to reduce erosion of the trail. There is a chance that erosion may still happen along the edges of the stabilized gravel trail. Reducing the length of the trail will also reduce the potential for erosion in many of the steepest areas of the trail. Therefore, it is recommended to construct the alternative location for the trail, utilizing 10-foot-wide sidewalks along the public right-of-way, and reconstruct portions of the existing trail with the gravel stabilizing products presented herein.

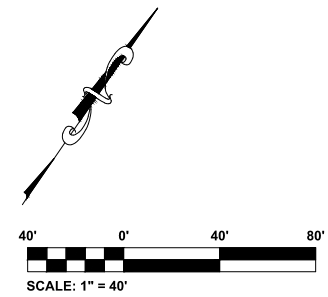
The recommendations for improvements as shown on the plans included in Appendix A and presented in this Conceptual Planning Report include:

- a. Improvements to the trail surface to lessen the chance for future erosion with the gravel replacement system in the alternative path locations,
- b. Construction of 10-foot-wide sidewalks along Old Baxter Road,
- c. Removal of portions of the existing trail system at high slope areas,
- d. Grading to provide drainage swales,
- e. Addition of storm sewer infrastructure to collect and convey the surface runoff before it can cause erosion of the trail, and
- f. Remediation of two existing bioretention basins damaged by erosion.

The anticipated probable construction cost of these improvements is \$849,000, which includes surveying, engineering, and construction inspection services. This cost also assumes a \$50,000 utility relocation allowance for potential relocation of the utility poles on the north side of Old Baxter Road.

APPENDIX A

CONCEPTUAL PLANS



OPERATOR: MNHENNEBERRY

CEL-TEK LOAD SUPPORT GRID
OR APPROVED EQUAL _____

**NEW STORM
SEWER AND INLET** →

CEL-TEK LOAD SUPPORT GRID
OR APPROVED EQUAL _____

NEW CULVERT

**CEL-TEK LOAD SUPPORT GRID
OR APPROVED EQUAL**

2 FOOT FLAT BOTTOM DITCH

CEL-TEK LOAD SUPPORT GRID
OR APPROVED EQUAL _____

2 FOOT FLAT BOTTOM DITCH

**NEW STORM
SEWER AND INLET -**

TCH -

2 FOOT FLAT BOTTOM DITCH -

**RE-BUILD 5" GRAVEL TRAIL
WITH CONSISTENT CROSS SLOPE**

— USE TRAIL IN PLACE

OLD BAXTER RD.

OLD BAXTER ROAD

DATE: 01.12.2021

DESIGNED: JMU/AMG
DRAWN: MNH
CHECKED: AMG

JOB NO. 2021400

SHEET 1 OF 6

C1.01

CITY OF CHESTERFIELD
EBERWEIN PARK TRAIL RECONSTRUCTION
1627 OLD BAXTER ROAD, CHESTERFIELD, MO, 63017

SOUTH TRAIL CONCEPT 1



101 LAURA K DRIVE, STE. 101 OFALLON, MO 63366-3991
636-329-9298 • FAX 844-339-2910 • WWW.HORNERSHFRIN.COM
DISCIPLINE: PROFESSIONAL ENGINEERING
CERTIFICATE OF AUTHORITY: 000159
EXPIRATION DATE: DECEMBER 31, 2019

PRELIMINARY
NOT FOR CONSTRUCTION

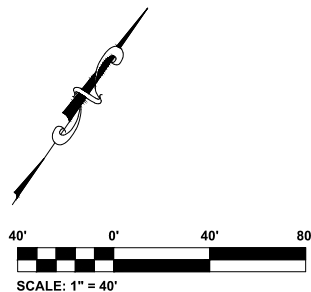
Name: APRIL M. GIESMANN
Discipline: CIVIL ENGINEER
License No. E-2001004592
Expiration Date: 12-31-2021

REVISION

DATE _____

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001004592
12-31-2021



OPERATOR: MNHENNEBERRY

MATCHLINE (SEE SHEET C2.02)

OLD BAXTER RD.

OLD BAXTER ROAD

C2.01

CITY OF CHESTERFIELD
EBERWEIN PARK TRAIL RECONSTRUCTION
 1627 OLD BAXTER ROAD, CHESTERFIELD, MO. 63017

SOUTH TRAIL CONCEPT 2



**HORNIER
SHIFRIN**

101 LAURA K DRIVE, STE. 101 OFALLON, MO 63366-3991
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CERTIFICATE OF AUTHORITY: 000159
EXPIRATION DATE: DECEMBER 31, 2019

PRELIMINARY
NOT FOR CONSTRUCTION

Name: APRIL M. GIESMANN
Discipline: CIVIL ENGINEER
License No. E-2001004592
Expiration Date: 12-31-2021

REVISION

DATE _____

ON

001004592

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OPERATOR: MNH/EN/RE/RY



MSD BASEMAP: 19S
MSD PROJECT #:

DATE: 01.12.2021

DESIGNED: JMU/AMG
DRAWN: MNH
CHECKED: AMG

JOB NO. 2021400

SHEET 3 OF 6

C2.01



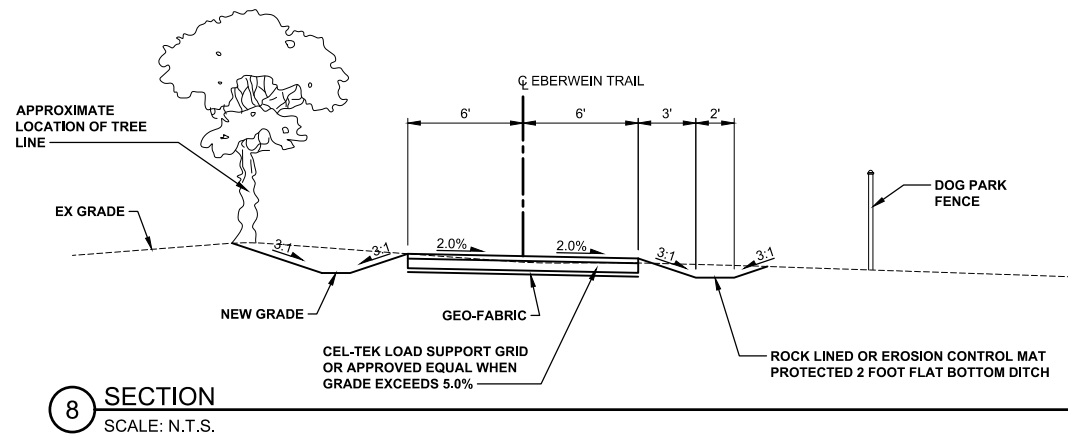
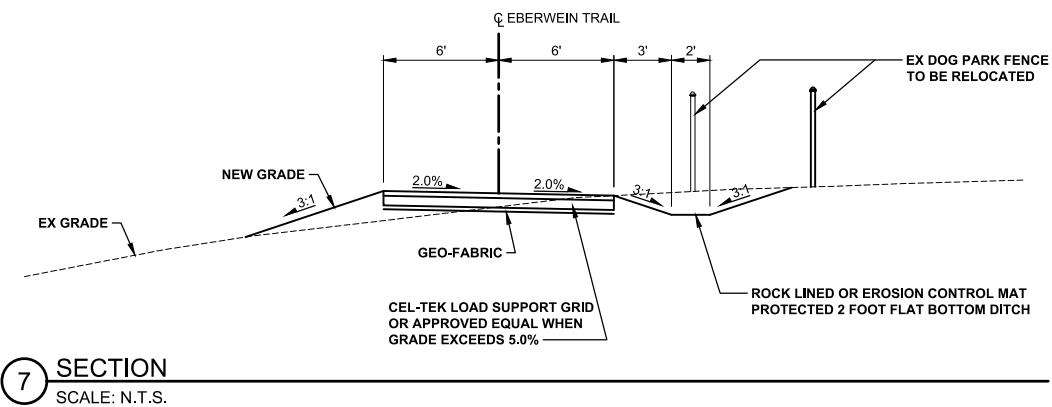
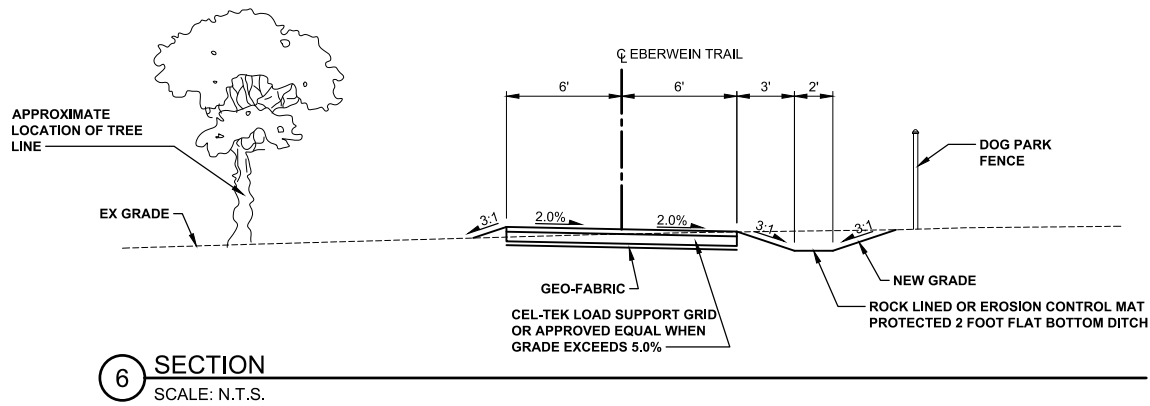
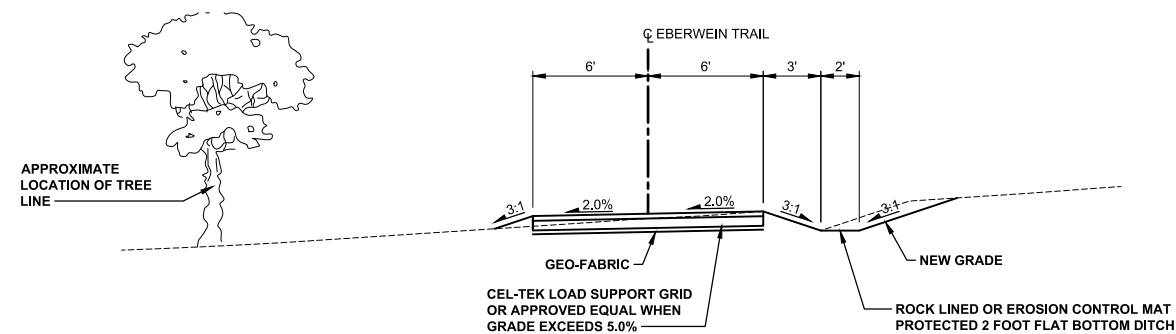
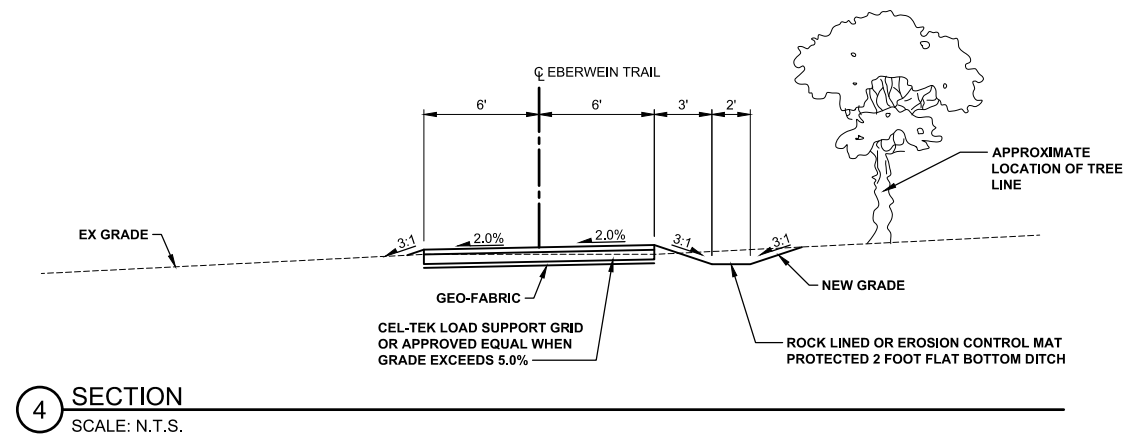
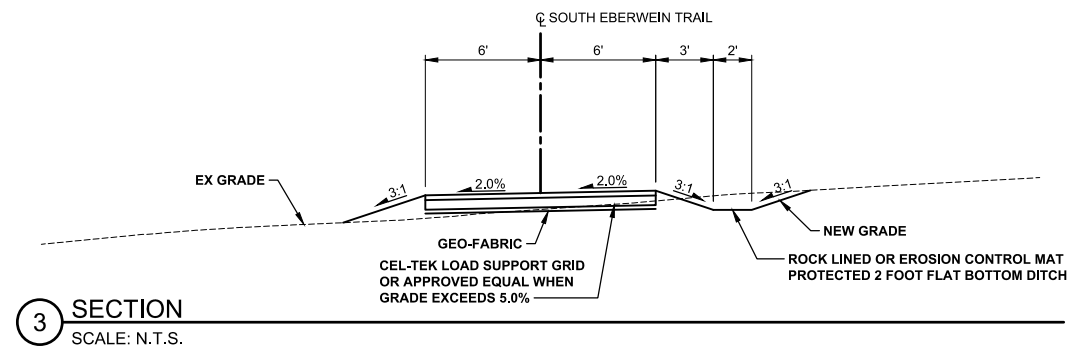
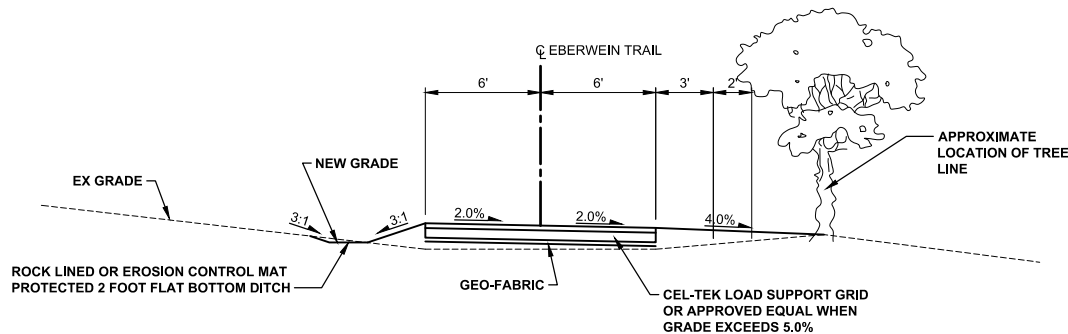
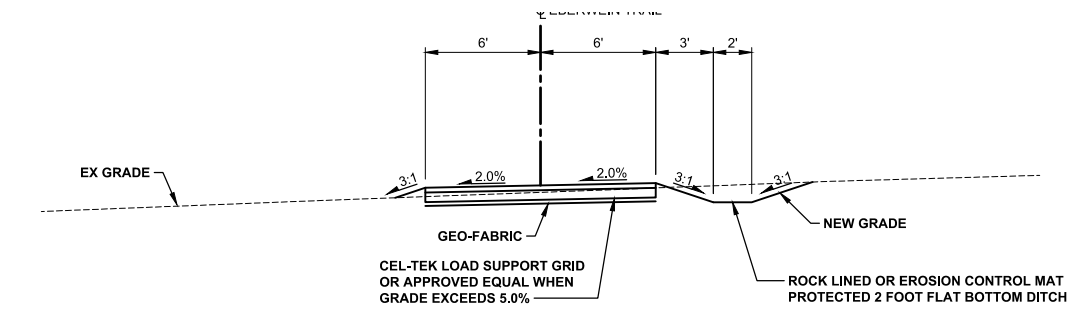
101 LAURA K DRIVE, STE. 101 OTTAWA, MO 63366-3991
DISCIPLINE: PROFESSIONAL ENGINEERING
CERTIFICATE OF AUTHORITY: 000139
EXPIRATION DATE: DECEMBER 31, 2019

PRELIMINARY
NOT FOR CONSTRUCTION

NORTH TRAIL CONCEPT 2

CITY OF CHESTERFIELD
EBERWEIN PARK TRAIL RECONSTRUCTION
1627 OLD BAXTER ROAD, CHESTERFIELD, MO, 63017

Name	APRIL M. GIESMANN	NO.	DATE	REVISION
License No.	E-200104562			
Expiration Date:	12-31-2021			

[illegible]

PRELIMINARY
NOT FOR CONSTRUCTION

Discipline: CIVIL ENGINEER
License No. E-2001004592
Expiration Date: 12-31-2021

**HORNER
SHIFRIN**

101 LAURA K DRIVE, STE. 210, O'FALLON, MO 63366-3991
336-329-0298 • FAX 844-333-2910 • WWW.HORNERSHIFRIN.COM

DISCIPLINE: PROFESSIONAL ENGINEERING
CERTIFICATE OF AUTHORITY: 000159
EXPIRATION DATE: DECEMBER 31, 2019

CITY OF CHESTERFIELD
EBERWEIN PARK TRAIL RECONSTRUCTION
1627 OLD BAXTER ROAD, CHESTERFIELD, MO. 63017

TYPICAL SECTIONS

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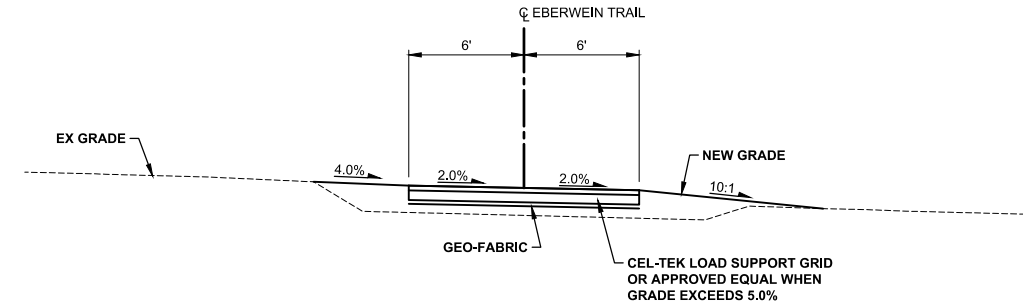
DATE: 01.12.2021

DESIGNED: JMU/AMG
DRAWN: MNH
CHECKED: AMG

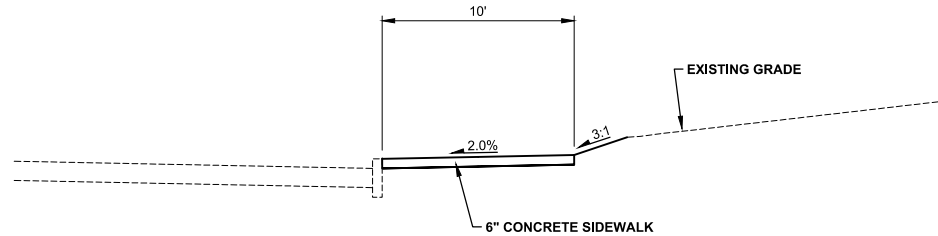
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SHEET 5 OF 6

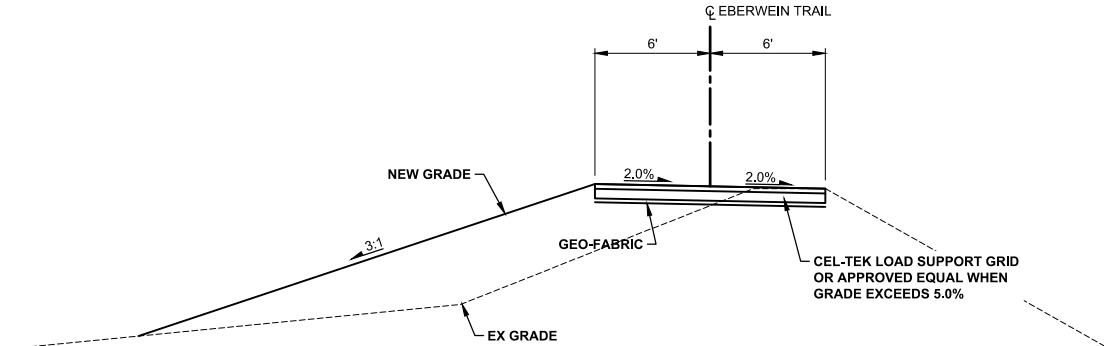
C1.03



9 SECTION
SCALE: N.T.S.



10 SECTION
SCALE: N.T.S.



11 SECTION
SCALE: N.T.S.

MSD BASEMAP: 19S MSD PROJECT #:

DATE:	01.12.2021
DESIGNED:	JMU/AMG
DRAWN:	MNH
CHECKED:	AMG
JOB NO.	2021400
SHEET	6 OF 6

C1.04



PRELIMINARY
NOT FOR CONSTRUCTION

Name: APRIL M. GIESMANN
License No.: 000000000
Expiration Date: 12-31-2021

CITY OF CHESTERFIELD
EBERWEIN PARK TRAIL RECONSTRUCTION
1627 OLD BAXTER ROAD, CHESTERFIELD, MO, 63017

TYPICAL SECTIONS

APPENDIX B

COST ESTIMATES



ENGINEER'S CONCEPTUAL ESTIMATE OF COST - CONCEPT 1

Chesterfield Eberwein Trail Erosion
CHESTERFIELD, MISSOURI
HORNER & SHIFRIN PROJECT # 2021400

DATE: 1/12/2021
EST. BY: JMU/NAS
CHK. BY: AMG

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	MSD CLASS C EXCAVATION	597	CY	\$ 28.00	\$ 16,716.00
2	EARTHWORK	704	CY	\$ 15.00	\$ 10,560.00
3	CEL-TEK LOAD SUPPORT GRID 3 + BINDER (INCLUDES CELL-TEK LSG 3, J-HOOKS, GEOTEXTILE FABRIC, AND 5 INCHES OF UNCOMPACTED 3/4" - 1" GRAVEL)	4273	SY	\$ 65.00	\$ 277,745.00
4	RELOCATE FENCE	226	LF	\$ 30.00	\$ 6,780.00
5	ADS INLET	3	EA	\$ 2,500.00	\$ 7,500.00
6	FLARED END SECTION	5	EA	\$ 1,500.00	\$ 7,500.00
7	HDPE PIPE	300	LF	\$ 80.00	\$ 24,000.00
8	EROSION CONTROL MATS	1068	SY	\$ 12.00	\$ 12,816.00
9	EROSION CONTROL	1	LS	\$ 12,800.00	\$ 12,800.00
10	SEEDING	2135	SY	\$ 2.50	\$ 5,337.50
11	RECONSTRUCTION OF BIORETENTION BASIN	2	LS	\$ 10,000.00	\$ 20,000.00
SUBTOTAL:					\$ 401,754.50
	MOBILIZATION (8%)	1	LS	\$ 32,140.36	\$ 32,140.36
	PROTECTION AND RESTORATION (14%)	1	LS	\$ 56,245.63	\$ 56,245.63
CONSTRUCTION ESTIMATE					\$ 490,140.49
	CONTINGENCY (20%)	1	LS	\$ 98,028.10	\$ 98,028.10
SUBTOTAL:					\$ 588,168.59
PROJECT TOTAL CONSTRUCTION ESTIMATE:					\$ 589,000.00
	APPROXIMATE ENGINEERING, SURVEYING, CA, TESTING	1	LS	\$ 110,000.00	\$ 110,000.00
PROJECT TOTAL CONSTRUCTION ESTIMATE:					\$ 699,000.00

BID ALTERNATE #1

REMOVE CELL-TEK PAVEMENT STRUCTURE AND REPLACE WITH 6" CONCRETE SURFACE

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
3	CEL-TEK LOAD SUPPORT GRID 3 + BINDER (INCLUDES CELL-TEK LSG 3, J-HOOKS, GEOTEXTILE FABRIC, AND 5 INCHES OF UNCOMPACTED 3/4" - 1" GRAVEL)	-4273	SY	\$ 65.00	\$ (277,745.00)
3 ALT	6" PCC PAVEMENT (INCLUDES 6" PCC, 4" AGGREGATE BASE, DOWELS)	4273	SY	\$ 90.00	\$ 384,570.00
BID ALTERNATE DIFFERENCE:					\$ 106,825.00
BID ALTERNATE SUBTOTAL:					\$ 508,579.50
	MOBILIZATION (8%)	1	LS	\$ 40,686.36	\$ 40,686.36
	PROTECTION AND RESTORATION (14%)	1	LS	\$ 71,201.13	\$ 71,201.13
CONSTRUCTION ESTIMATE					\$ 620,466.99
	CONTINGENCY (20%)	1	LS	\$ 124,093.40	\$ 124,093.40
SUBTOTAL:					\$ 744,560.39
PROJECT TOTAL CONSTRUCTION ESTIMATE:					\$ 745,000.00
	APPROXIMATE ENGINEERING, SURVEYING, CA, TESTING	1	LS	\$ 110,000.00	\$ 110,000.00
PROJECT TOTAL CONSTRUCTION ESTIMATE:					\$ 855,000.00



ENGINEER'S CONCEPTUAL ESTIMATE OF COST - CONCEPT 2

Chesterfield Eberwein Trail Erosion
CHESTERFIELD, MISSOURI
HORNER & SHIFRIN PROJECT # 2021400

DATE: 1/12/2021
EST. BY: JMU/NAS
CHK. BY: AMG

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	MSD CLASS C EXCAVATION	777	CY	\$ 28.00	\$ 21,756.00
2	EARTHWORK	2275	CY	\$ 15.00	\$ 34,125.00
3	CEL-TEK LOAD SUPPORT GRID 3 + BINDER (INCLUDES CELL-TEK LSG 3, J-HOOKS, GEOTEXTILE FABRIC, AND 5 INCHES OF UNCOMPACTED 3/4" - 1" GRAVEL)	2563	SY	\$ 65.00	\$ 166,595.00
4	6" CONCRETE SIDEWALK	1044	SY	\$ 90.00	\$ 93,970.00
5	ADS INLET	3	EA	\$ 2,500.00	\$ 7,500.00
6	FLARED END SECTION	6	EA	\$ 1,500.00	\$ 9,000.00
7	HDPE PIPE	360	LF	\$ 80.00	\$ 28,800.00
8	EROSION CONTROL MATS	1951	SY	\$ 12.00	\$ 23,412.00
9	EROSION CONTROL	1	LS	\$ 12,000.00	\$ 12,000.00
10	SEEDING	3115	SY	\$ 2.50	\$ 7,787.50
11	MODULAR BLOCK RETAINING WALL	1290	SF	\$ 35.00	\$ 45,150.00
12	RECONSTRUCTION OF BIORETENTION BASIN	2	LS	\$ 10,000.00	\$ 20,000.00
SUBTOTAL:					\$ 470,095.50
	MOBILIZATION (8%)	1	LS	\$ 37,607.64	\$ 37,607.64
	PROTECTION AND RESTORATION (14%)	1	LS	\$ 65,813.37	\$ 65,813.37
CONSTRUCTION ESTIMATE					\$ 573,516.51
	CONTINGENCY (20%)	1	LS	\$ 114,703.30	\$ 114,703.30
SUBTOTAL:					\$ 688,219.81
PROJECT TOTAL CONSTRUCTION ESTIMATE:					\$ 689,000.00
	APPROXIMATE ENGINEERING, SURVEYING, CA, TESTING	1	LS	\$ 110,000.00	\$ 110,000.00
	UTILITY ALLOWANCE	1	LS	\$ 50,000.00	\$ 50,000.00
PROJECT TOTAL CONSTRUCTION ESTIMATE:					\$ 849,000.00

BID ALTERNATE #1

REMOVE CELL-TEK PAVEMENT STRUCTURE AND REPLACE WITH 6" CONCRETE SURFACE

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
3	CEL-TEK LOAD SUPPORT GRID 3 + BINDER (INCLUDES CELL-TEK LSG 3, J-HOOKS, GEOTEXTILE FABRIC, AND 5 INCHES OF UNCOMPACTED 3/4" - 1" GRAVEL)	-2563	SY	\$ 65.00	\$ (166,595.00)
3 ALT	6" PCC PAVEMENT (INCLUDES 6" PCC, 4" AGGREGATE BASE, DOWELS)	2563	SY	\$ 90.00	\$ 230,670.00
BID ALTERNATE DIFFERENCE:					\$ 64,075.00
BID ALTERNATE SUBTOTAL:					\$ 534,170.50
	MOBILIZATION (8%)	1	LS	\$ 42,733.64	\$ 42,733.64
	PROTECTION AND RESTORATION (14%)	1	LS	\$ 74,783.87	\$ 74,783.87
CONSTRUCTION ESTIMATE					\$ 651,688.01
	CONTINGENCY (20%)	1	LS	\$ 130,337.60	\$ 130,337.60
SUBTOTAL:					\$ 782,025.61
BID ALTERNATE #1 PROJECT TOTAL CONSTRUCTION ESTIMATE:					\$ 783,000.00
	APPROXIMATE ENGINEERING, SURVEYING, CA, TESTING	1	LS	\$ 110,000.00	\$ 110,000.00
	UTILITY ALLOWANCE	1	LS	\$ 50,000.00	\$ 50,000.00
BID ALTERNATE #1 PROJECT TOTAL CONSTRUCTION ESTIMATE:					\$ 943,000.00

APPENDIX C

TRAIL MATERIAL PRODUCT INFORMATION

LSG SERIES[®]

LOAD SUPPORT GRID

"Saves money and lasts a lifetime!"



LSG SERIES STABILIZER GRID provides superior support to your pavement system. The system confines materials and prevents lateral movement away from the applied load. The stabilizer grid acts as a large mat, by spreading the load over an extended area while increasing the load bearing capacity of the pavement surface.

APPLICATIONS INCLUDE:

Gravel | Grassy Paving

- Driveways
- Municipal and private roads
- Access roads
- Parking lots | Parking pads
- Fire access lanes
- Overflow parking

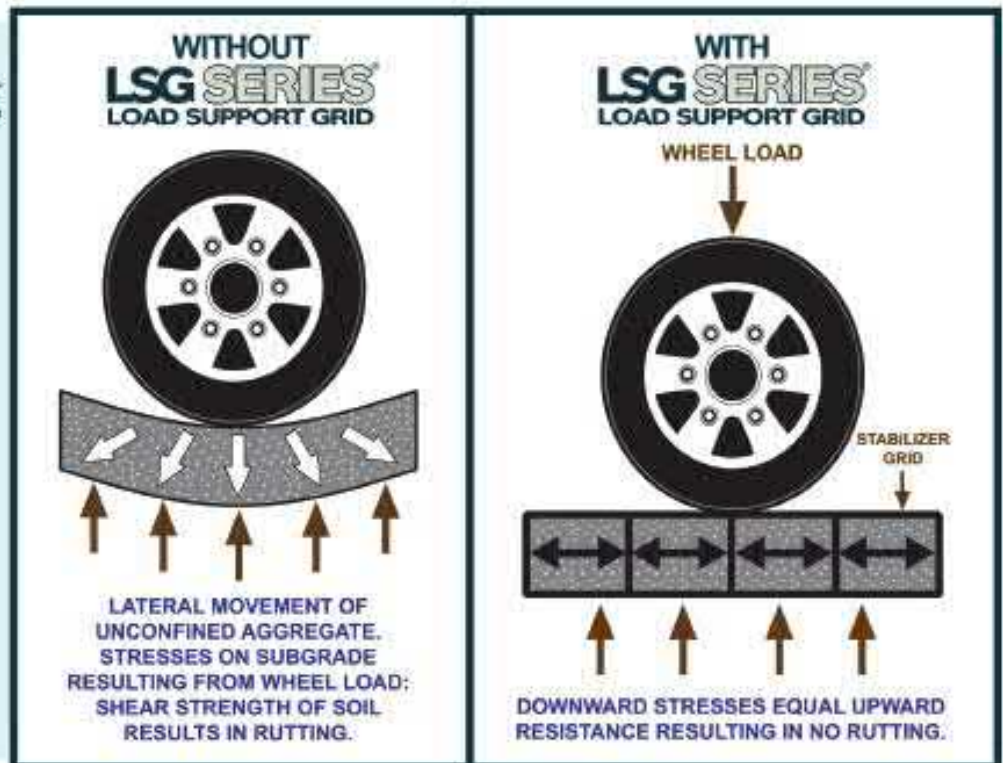
Pavers

- Pathways
- Patios
- Driveways

Gravel-Lok[®] (Bonded Gravel)

Mud Management (farms, horse paddocks)

Green Roofs



**Reduce Stormwater Runoff • Reduce Base Thickness • Reduce Subgrade Stress
Reduce Installation Costs • Reduce Maintenance • Increase Strength
Increase Load Support • Increase Pavement Life • Increase Performance**

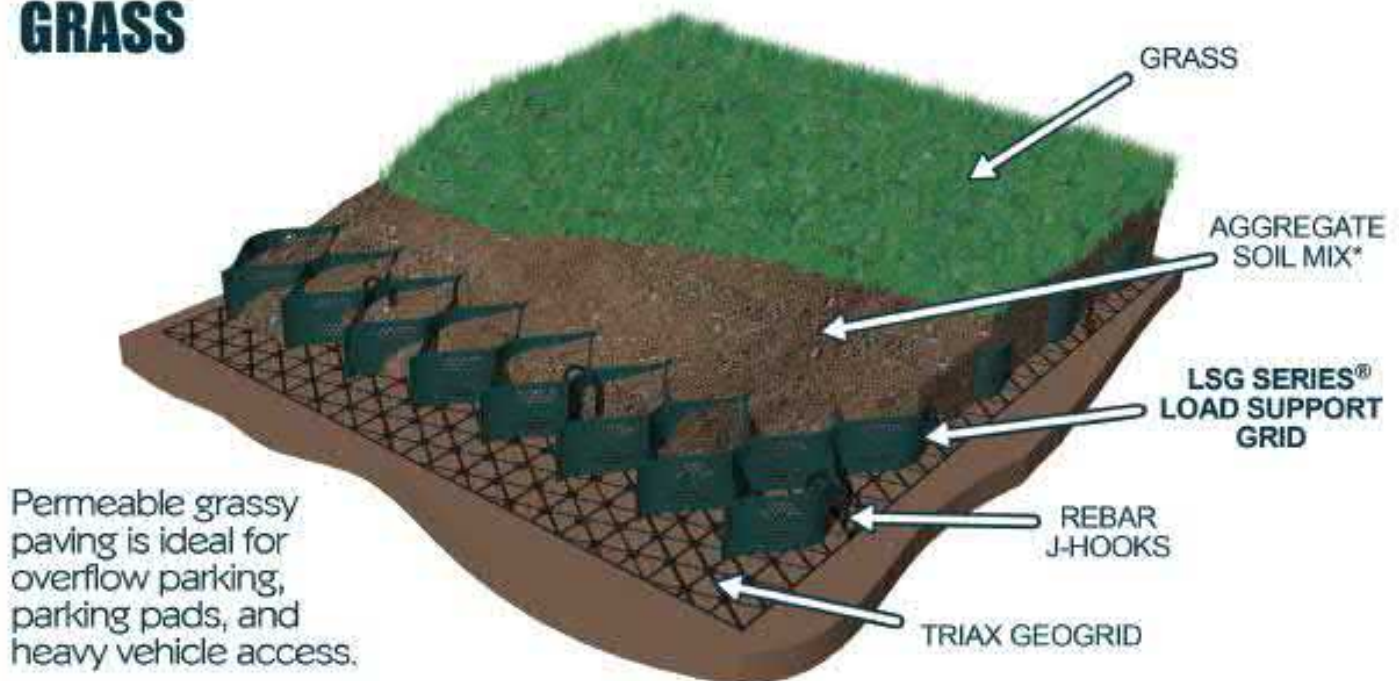
LSG SERIES[®]

LOAD SUPPORT GRID

GRAVEL



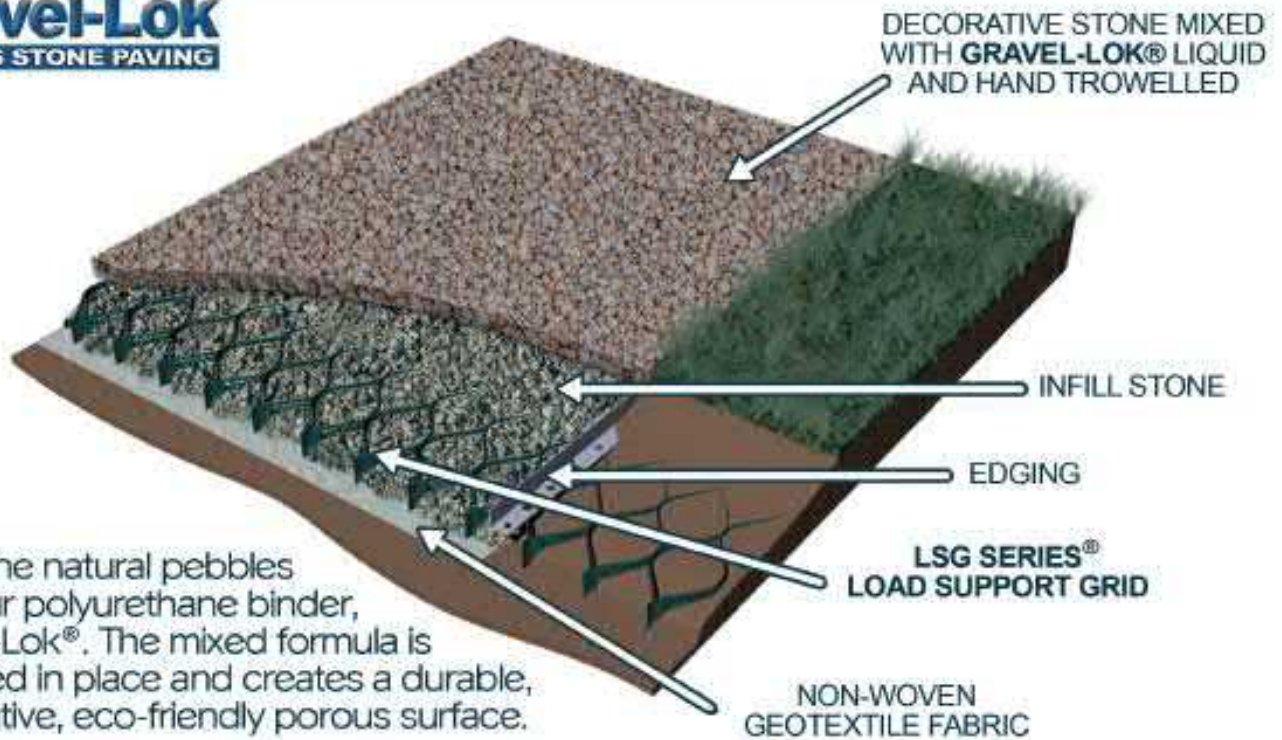
GRASS



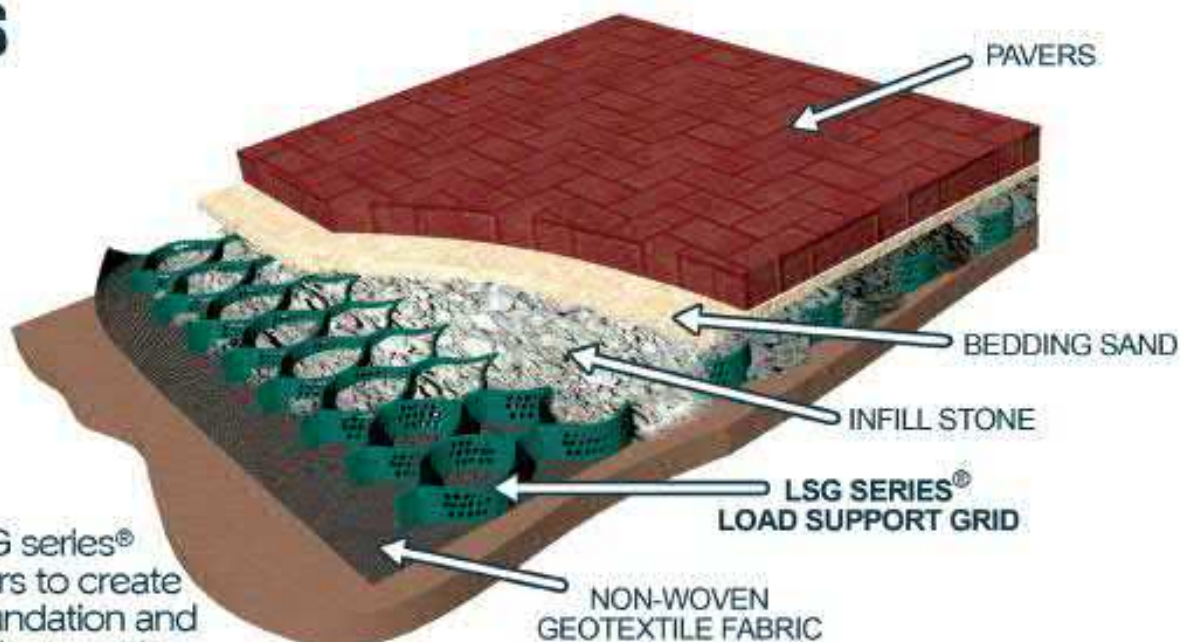
*Aggregates and soil are mixed for load support and root growth. Ratio varies. Call for details.

"Makes a great foundation for any surface!"

Gravel-Lok POROUS STONE PAVING



PAVERS



TYPICAL INSTALLATION of LSG SERIES as base foundation for Gravel-lok or pavers.
For non-bonded gravel or grassy paving, see website for installation - www.celltekdirect.com

Excavate



Install Geotextile Fabric



Install Expansion Spikes



Expand LSG Stabilizer Grid



Staple One Grid To Another



Infill Cells



Completely Fill Cells



Overfill Cells & Tamp



Install Surface Layer

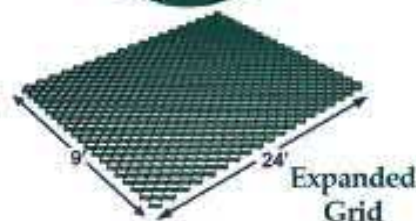


PRODUCTS	CELL DEPTH	DIMENSIONS	AREA/ UNIT	UNITS/ PALLET	TRAFFIC	LOAD DETAILS	APPLICATIONS
LSG-3	3"	9' x 24'	215 SF	24	Pedestrian	8000 lb. Axle Loads: 18kN	Pedestrian Traffic, Walkways, Pathways
LSG-4	4"	9' x 24'	215 SF	18	Cars & Pickup Trucks	H10 Loading 40,000 lb. Axle Loads 75kN	Driveways, Access Roads, Overflow Parking
LSG-6	6"	9' x 24'	215 SF	12	Heavy Trucks & Fire Access	H20 Loading 80,000 lb. Axle Loads 145kN	Ports, Boat Ramps, Access Roads, Driveways, Commercial Applications

Collapsed Grid



Single Cell



PROPERTIES	TEST METHOD	TEST VALUE
Material Composition	ASTM D1505	Polymer, Virgin HDPE Density: 0.9574 g/cm3
Nominal Sheet Thickness	ASTM D 5199	1.45 mm
Environmental Stress Cracking	ASTM D1693	> 4500 Hrs.
Stabilizer	ASTM E 682	Hindered amine light stabilizer (HALS) 1.0% by weight
Short Term Seam Peel Strength		3" (75mm) 1065N 4" (100mm) 1542N 6" (150mm) 2170N

WWW.CELLTEKDIRECT.COM

E-mail: info@celltekdirect.com Tel: 888-851-0051 Fax: 410-721-3844

CELL-TEK
Geosynthetics

809 Barkwood Court • Suite M • Linthicum, Maryland 21090



The Original Porous Gravel Paving

Made From 100% Recycled Plastic

Created by a Landscape Architect, Gravelpave² has been the Designers' trusted choice for low maintenance porous paving since 1991. With a remarkable compressive strength, 5 times that of concrete, (15,940 psi) Gravelpave² can support the weight of virtually any vehicle. The lightweight and flexible rolls allow for

quick and easy installation while the ability to cut with pruning shears offers design versatility. Gravelpave² is now available in Granite – a new color designed to blend seamlessly with almost any aggregate. Also available in black and custom colors.

Pave Better Solutions

Gravelpave² is a 100% recycled plastic ring-on-grid structure designed to support unlimited traffic. With great flexibility and a high compressive strength, Gravelpave² is a practical and sustainable option for any low speed area. Gravelpave²'s fabric backing acts as a vegetation barrier, a dust inhibitor, provides true containment and will never come off or disintegrate. A 92% void space allows for rapid stormwater drainage and filtration of environmental toxins through bioremediation.

Using the US-made steel pins and washers included in every order, one person can install 430-sf of product in forty-five minutes. Our easy-to-install rolls can be

trimmed with pruning shears and even slightly bent to create curves and customize any layouts.

Made in the USA

Applications

- Fire Lanes, Utility and Emergency Access Roads
- Parking Lots
- Driveways
- Outdoor Event Spaces
- Paths and Walkways (ADA Compliant)
- Ramps, Docks and Loading Areas
- Airplane Taxiing Areas
- Helicopter Landing Pads

The Gravelpave² Advantages

- Design Flexibility
- High Compressive Strength (15,940psi)
- Easy, Quick Installation
- 92% Void Space
- All Weather
- Toxin filtration
- Unlimited Traffic for Low Speed Areas
- Low Maintenance/Long Lifespan (60+ years)
- Available in Custom Colors



AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CHESTERFIELD TO EXECUTE AN AGREEMENT WITH THE FRATERNAL ORDER OF POLICE LODGE 15 AS THE COLLECTIVE BARGAINING AGENT FOR CHESTERFIELD POLICE OFFICERS AND SERGEANTS.

WHEREAS, The City Council recognizes the Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15 to be the exclusive bargaining agent for Chesterfield Police Officers and Sergeants; and

WHEREAS, The Chesterfield City Council has negotiated specific terms related to compensation and benefits; and

WHEREAS, The Chesterfield City Council and the members of the bargaining unit as represented by the Fraternal Order of Police, Lodge 15, have agreed on limited and specific terms related to compensation and benefits; and

WHEREAS, The City of Chesterfield and the Fraternal Order of Police desire to memorialize the agreed upon terms while continuing to discuss other unresolved conditions of employment; and

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

Section 1.

The Mayor of Chesterfield is hereby authorized to execute an interim agreement with the Fraternal Order of Police Lodge 15, who represents non-probationary Police Officers and Sergeants employed by the City of Chesterfield.

Section 2.

A copy of the agreement is attached hereto and identified as "Exhibit A".

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

Passed and approved by the City Council of the City of Chesterfield, Missouri this 3rd day of May, 2021.

Presiding Officer

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD 5/3/2021

**City of Chesterfield, Missouri
Police Department**

&

**Eastern Missouri Coalition of
Police, Fraternal Order of
Police, Lodge 15 and the
Chesterfield Police Officers
Association**



**Collective Bargaining Agreement
July 1, 2021 – June 30, 2024**

<u>Article</u>	<u>Page</u>
Article 1 – Recognition	3
Article 2 – Lodge Status and Rights	3
Article 3 – Management Rights	4
Article 4 – Clothing and Equipment	6
Article 5 – Hours of Work	7
Article 6 – Work Assignments	8
Article 7 – Discipline	8
Article 8 – Internal Investigation Procedures	10
Article 9 – Grievance Procedure	14
Article 10 – Legal Representation	16
Article 11 – Leave	16
Article 12 – Benefits	19
Article 13 – Training	20
Article 14 – Compensation	21
Article 15 – Overtime Payment	22
Article 16 – Retirement/Separation	22
Article 17 – Miscellaneous Provisions	23
Article 18 – Entire Agreement	24
Article 19 – Saving Clause	24
Article 20 – Revenue Kickout Clause	24
Article 21 – New Revenue Source	25
Article 22 – Duration	25
Side Letter of Understanding	27

Article 1 – Recognition and Lodge Security

Section 1. Recognition

Pursuant to this Collective Bargaining Agreement (hereinafter the “Agreement”), the City of Chesterfield (hereinafter the “City”) and the Police Department of the City of Chesterfield, MO (hereinafter the “Department”) recognize and acknowledge the Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15 (hereinafter the “Lodge”) and the Chesterfield Police Officers Association as the exclusive representative for full and part time police officers and sergeants employed by the Department (hereinafter “Bargaining Unit Members” or “Members”), for the purpose of collective bargaining under Article I, Section 29 of the Missouri Constitution.

The City and the Department shall not contract with or make any agreements with any individual or group of the Bargaining Unit Members in matters of pay, hours of work, or other terms and conditions of employment unless such has been agreed to in writing and in advance by the Lodge.

Section 2. Union Security

The City will not discharge or discriminate against Members of the Lodge because of membership in the Lodge or because of lawful Lodge activities.

The City and the Lodge agree not to discriminate against Members because of race, religion, color, national origin, sex, disability, age, or sexual orientation.

Section 3. Officer Election

The Lodge shall have the right to elect officers and designate executive board Members, Lodge Representatives (stewards), and alternates in accordance with its Constitution and By-Laws.

Article 2 - Lodge Status and Rights

Section 1. Right of Organization

Bargaining Unit Members shall have the right to join, or decline to join, and participate in the Lodge.

Section 2. Right of Representation

Bargaining Unit Members shall have the right to be collectively represented by the Lodge with the City in the determination of their terms and conditions of employment, and in the administration of grievances filed under this Agreement. The City will not require on duty union representatives to clock out to attend City called meetings at which management is present.

Section 3. Probationary Employees

Newly hired bargaining unit Members shall be considered on probationary status until completion of twelve (12) months of continuous service from the date the individual is sworn in as a City police officer (or promoted), during which period of time they may be terminated (or, in the case of a promotion, returned to their previous rank) for any or no reason without recourse to the grievance or discipline appeal processes set forth in this Agreement. An individual’s probationary period may be extended in the following circumstances: (1) up to an additional ninety (90) days upon mutual agreement of the City and the Union; (2) for the amount of time on approved leave of absence in excess of thirty (30) days during the individual’s probationary year; or (3) for the amount of time the individual had significant work restrictions in effect during the individual’s probationary year at the discretion of the Chief of Police.

Section 4. Bulletin Board

The City agrees to furnish space suitable for a Lodge furnished Bulletin Board. This Bulletin Board is for use by the Lodge only, but the City may remove anything it deems as inappropriate at any time.

Section 5. Notification of Rules

The Lodge shall be provided a copy of any proposed rule, directive, guideline, policy, procedure, or ordinance which affects the terms and conditions of employment of the Bargaining Unit Members fifteen (15) calendar days before it is implemented. The Lodge shall have the opportunity to meet and confer with the City over such rule, directive, guideline, policy, procedure, or ordinance prior to its implementation.

Section 6. Use of Intra-Departmental Mail and E-Mail System

With permission from the Chief or his designee, the Lodge shall be permitted to utilize the intra-departmental mail system and e-mail system for the purpose of providing information to Members pertaining to Lodge business or bargaining unit representation. The Lodge agrees that the use of these systems will be reasonable and limited to providing information that is necessary for the normal conduct of Lodge business or bargaining unit representation. The Lodge also agrees and understands that with respect to the City's e-mail system, there shall be no reasonable expectation of privacy and that all e-mail is subject to monitoring by the City.

Article 3 – Management Rights

The parties agree that the efficiency of the City's operations requires clear management authority and freedom to make decisions. Except as otherwise specifically provided in this Agreement, the City has the sole and exclusive right to exercise all the rights, powers, privileges, functions and authority of municipal governance in order to conduct and carry out its operations and to direct its working forces. The rights of City Management (whether that be exercised by Departmental Command Staff, City Management and/or the City Council) includes, but is not limited to, the following:

- The right to plan, direct and control the City's operations and services;
- The right to select and hire, promote, transfer, assign, and retain employees in position classifications and to suspend, demote, discharge, or take disciplinary action against employees;
- The right to determine the methods, means, organization, ranks, and number of personnel by which such operations are to be conducted;
- The right to establish, organize and reorganize the City in any manner it chooses, including the size and staffing of the City's departments, the determination of job duties, responsibilities, classifications and qualifications, and ranks based on duties assigned;
- The right to set work schedules and starting times or to change schedules and starting times already set, including the number and duration of hours of assigned duty per day, per week and per year, and the right to schedule, assign or reassign all City personnel to duties, assignments and shifts within the City.
- The right to require and to assign overtime;
- The right to manage and control the City's property and equipment;
- The right to determine the amount of management and supervision necessary;

- The right to establish, change, or eliminate existing methods, procedures, equipment, operations, services, protocols or facilities;
- The right to relieve employees from their duties because of lack of work, for budgetary reasons or for any other reason at the discretion of the City;
- The right to change methods or procedures and to maintain the efficiency of operations;
- The right to establish and maintain job performance requirements and standards of service;
- The right to decide the method of pay, pay periods, overtime pay cycles and the manner in which the City will comply with the Fair Labor Standards Act;
- The right to develop policy regarding employee selection and training programs and to determine education and training standards or requirements;
- The right to study, determine, and regulate the methods, quantity and quality of work;
- The right to establish, modify and discontinue incentive and merit pay plans and bonuses, subject to the provisions of Article 2, Section 5;
- The right to formulate, change, modify and enforce rules, regulations, policies and procedures governing employee conduct and work;
- The right to determine the number, design, location and boundaries of facilities and precincts throughout the City;
- The right to determine the type, model, design and specifications of all vehicles, equipment and supplies used in the City's operations;
- The determination of safety, health, and property protection measures;
- The right to contract, subcontract and/or to close any department, operation or portion thereof; and
- The right to take whatever other actions may be necessary to carry out the mission of the City.

It is understood and agreed that management maintains and retains all of its inherent management rights, that they are vested solely and exclusively in the City unless specifically given away by this City, and further that the foregoing enumeration of management's rights shall not be deemed to exclude any other management right not specifically set forth herein. Any of the rights, powers, functions, or authority which the City had prior to the certification of the Union or the execution of this Agreement are retained by the City except as to those rights, powers, functions or authority that are specifically and expressly abridged or modified by this Agreement.

Article 4 – Clothing and Equipment

Section 1. Personal Uniforms, Equipment, and Duty Gear

The City shall furnish, at its expense, uniforms, a duty weapon and an off-duty weapon as selected by the City, and equipment required of employees or necessary for the safe and efficient performance of job duties, as detailed in the Department General Orders. Absent exigent circumstances, Department management will provide the Lodge at least thirty (30) days' notice of any changes to current Department General Orders relating to uniforms, equipment or duty gear, and an opportunity to meet and confer over any such changes; provided, however, that any change in the amount of any clothing allowance must be mutually agreed upon by Department management and the Lodge.

The warm weather uniform (special event uniform of polo/shorts) may be worn when air temperature and/or heat index is forecasted to be above 90 degrees.

The City agrees to acquire and to provide load bearing vests for all employees who may be called upon to conduct traffic or patrol functions. This program will be phased in over a two-year period.

Employees shall immediately report any inoperable, outdated, damaged, destroyed, or malfunctioning tools, equipment, vehicles, personal protective equipment, firearms, uniforms or duty gear. Employees shall not be made to respond to hazardous situations until such damaged or destroyed equipment necessary for the safe operations has been replaced.

All protective clothing, to include but not limited to: bullet resistant vest, helmet, and firearms shall meet the most applicable National Institute of Justice standards in effect at the time of issue and shall be worn to all emergency incidents as required by Department policies.

Section 2. Replacements

The City shall repair or replace Department issued items, when no longer serviceable except due to negligence or abuse.

The City shall pay to repair or replace any prescription eyewear damaged in the performance of the Member's duties. The City shall pay no more than two hundred dollars (\$200.00) per incident provided the loss is reported as soon as reasonably possible. Each Member shall be limited to a total reimbursement of two hundred dollars (\$200) in any calendar year.

Section 3. Clothing Allowance for the Bureau of Criminal Investigations

The City agrees that Bargaining Unit Members working in the Bureau of Criminal Investigations shall receive a yearly allowance of \$1,000.00 for detectives and \$500.00 for undercover officers, payable in two (2) installments in January and June. The City shall also furnish training uniforms and search warrant uniforms (identified as BDUs and a polo style shirt) to Bargaining Unit Members of the Bureau of Criminal investigations. If a BCI unit member voluntarily terminates his/her employment or is transferred due to disciplinary action, the BCI member shall reimburse the City on a pro-rated basis for the clothing allowance funds received.

Section 4. Tattoos/Brandings/Body Art

Members of the bargaining unit (excluding undercover officers) may not appear on duty or in uniform with any visible tattoos, branding or other forms of body art visible above the collar, including on the face and head. Visible tattoos below the collar, shall not be offensive and are subject to the sole and exclusive approval of the Chief of Police and/or City Administrator.

A. Body Art Content

Tattoos or brands anywhere on the body that are offensive, promote racism/discrimination, indecency, extremist or supremacist philosophies, lawlessness, violence, or contain sexually explicit material are expressly prohibited. Such tattoos or brands include:

- 1) Racist or discriminatory material that advocates the degradation of people based on race, ethnicity, national origin, sexual preference/orientation, or gender;
- 2) Extremist tattoos or brands that depict or promote extremist activities or organizations that advocate hatred, intolerance, or lawlessness (i.e., terrorist groups, neo-Nazis, skinheads, outlaw groups, extreme political organizations with violent histories).
- 3) Any tattoos or brands, in the sole and exclusive opinion of the Chief of Police and/or the City Administrator, that are offensive, or might incite a negative reaction.

All decisions of the Chief of Police and/or the City Administrator regarding body art content, tattoos, or brands are final, not subject to appeal or grievance. The Chief of Police and/or the City Administrator shall retain the exclusive right in determining the appropriateness of all body art.

Article 5 - Hours of Work

Section 1. General

For the purposes of this agreement, a workday shall be the twenty-four (24) hour period beginning at 12:00 Midnight. The normal workday schedule may consist of eight (8), nine (9), ten (10), or twelve (12) hour shifts. The regular workweek shall begin at 12:01 am on Sunday ending the following Saturday at 12:00 Midnight.

Section 2. Schedule Changes

The parties recognize that scheduling is an inherent management right. However, it is the Department's intent to continue the current schedule in effect for the duration of this Agreement, and the Department further agrees to bargain in good faith with the Lodge in the event it desires to change the current scheduling system during the term of this Agreement.

If emergency circumstances such as a natural disaster or civil unrest should arise, and changes must be made in the normal operating schedule for a period of time such as switching to twelve (12) hour shifts, the City may implement the necessary scheduling changes not to exceed thirty (30) days in duration absent further discussion by the City and the Lodge. Department management shall offer scheduling changes to senior qualified employees first. The Lodge understands under certain circumstances less than twenty-four (24) hours' notice is not possible, in which case seniority preferences become infeasible.

Section 3. Fair Labor Standards Act

The City shall comply with all aspects of the Fair Labor Standards Act.

Article 6 - Work Assignments

Section 1. Limited or Modified Duty Assignments

Temporary, Modified, or Light duty assignments are available at the sole discretion of the Chief.

Section 2. Secondary Employment

Any changes to the City's policy on Secondary Employment as stated in General Order 5-07 will be governed by the provisions of Article 2, Section 5. . Generally, an employee who is not able to perform their full-time duties will be considered unable to perform secondary employment. Therefore, employees may not work secondary employment while on limited duty, unless approved by the Chief of Police.

Section 3. General Provisions

The City shall comply with applicable provisions of the Family and Medical Leave Act, the Americans with Disabilities Act, the Missouri Human Rights Act and the Pregnancy Discrimination in Employment Act as it relates to limited or modified duty assignments.

While on limited duty, Member's shall maintain the pay grade assigned to their normal full-duty assignment.

Upon approval of limited duty status by the Chief of Police, the Member's supervisor shall coordinate the Member's placement into a limited duty position.

While assigned to temporary limited duty, the Member shall keep his/her supervisor updated on their condition by submitting periodic statements from his/her physician as may be required by the Department.

Section 4. Return to Full Duty

In order to return to full duty, the Member must present a written physician's statement to the Chief of Police. The physician's statement shall indicate that the Member is able to return to full duty based upon the essential job functions as listed in their job description. The Chief may request a supplemental examination by the City's physician prior to returning the Member to full duty.

Prior to returning to full-duty and as determined by the Chief of Police, the Member may be required to successfully complete the Department physical fitness test and re-qualify with their duty weapon, depending upon the nature and extent of the officer's illness and/or limited duty assignment.

The returning Member will be assigned to a job assignment based upon Department need and the availability of appropriate positions, however, every reasonable effort will be made to return the employee to his/her assignment previously held.

Article 7 - Discipline

Section 1. Time Constraints

Absent unusual circumstances, discipline imposed as result of other than an Internal Affairs Investigation, or Shooting Team Investigation, shall be imposed within fourteen (14) calendar days after the later of the date the incident giving rise to the discipline occurs or becomes known to a command staff officer, or it shall be considered dropped. If unusual circumstances arise, the Lodge shall be notified in writing as soon as practical.

Section 2. Just Cause

Employees, excluding probationary employees, shall be disciplined or discharged only for Just Cause. Just Cause required for disciplinary action is some substantial shortcoming which renders continuance in employment in some way detrimental to the discipline and efficiency of the public service or, for violation of City Ordinances, Personnel Policies and Procedures, Departmental Rules and Regulations, General or Special Orders, and State and Federal Law, an action which the law and sound public opinion recognize as cause for the officer being disciplined. In determining whether just cause exists for any particular disciplinary action, the following factors shall be taken into consideration: the nature or severity of the offense; the employee's past disciplinary record, including the amount of time elapsing between offenses of a like or different manner; the Member's length of service with the City; and any extenuating or aggravating circumstances.

Section 3. Suspensions and Administrative Leave

An employee under investigation for misconduct may at the discretion of the Chief of Police be placed on administrative leave pending completion of the investigation. Such leave may be with or without pay.

Section 4. Types of Disciplinary Actions

Disciplinary action for employees may include one or more of the following. The specific discipline issued will be based on the nature or severity of the offense, the employee's past disciplinary record (including the amount of time elapsing between offenses of a like or different manner), the employee's length of tenure with the Department, and the presence of aggravating or mitigating circumstances.

A. Verbal Reprimand: formal, verbal reprimand by the supervisor/Department head

A notification that a verbal reprimand was given shall be maintained by the employee's immediate supervisor for a period of two (2) years. A rebuttal may be provided by the Member employee within seven (7) calendar days, and will be maintained by the supervisor along with the verbal reprimand.

B. Written Reprimand: formal, written reprimand by the supervisor/Department head

All written reprimands will be signed by the Member in acknowledgement of receipt and placed in the Member's personnel file. The Member will be given a copy of the reprimand. A rebuttal may be provided by the Member within seven (7) calendar days of receipt, and will be attached to the written reprimand and placed in the Member's personnel file. A written reprimand will become a permanent part of the Member's personnel record. Except in cases of discrimination or harassment, excessive use of force or actions that may also constitute violations of law, a written reprimand will not be used as a basis for future discipline after a period of two (2) years provided the Member has not during that period of time received any written or more severe discipline for a like or different offense.

C. Suspension without Pay: ordered absence from duty without pay for a specific period

A signed letter of Just Cause will be given to the Member as soon as possible, but in no case later than the beginning of the regular workday on which the suspension is scheduled to begin, stating the reason for the suspension and its duration. A copy shall be made part of the Member's personnel file. A Member suspended without pay may choose to use previously accrued vacation or holiday time to cover the duration of the suspension, but this may only be done by "forfeiting" the time and working the regularly scheduled shifts. Except in cases of discrimination or harassment, excessive use of force or actions that may also constitute violations of law, a disciplinary suspension will not be used as a basis for future discipline after

a period of five (5) years provided the Member has not during that period of time received any written or more severe discipline for a like or different offense.

- D. **Involuntary Demotion:** reassignment from Member's current rank to one of a lower starting pay and lower responsibility level.

This may occur when the Member has demonstrated an inability to perform the job duties and carry out the responsibilities required of his/her rank, or has engaged in conduct egregious enough so as to justify forfeiture of his/her rank. A letter of cause will be given to the Member stating the reason for the demotion and the effective date. The letter of cause will be made a permanent part of the Member's employee's personnel file.

- E. **Dismissal:** The involuntary release of a Member from City employment.

Dismissal will be reserved only for those situations in which prior discipline has been unsuccessful in correcting the issue, or where progressive discipline is not appropriate.

Article 8 - Internal Investigation Procedures

Section 1. General

The Department may conduct investigations of complaints against a Bargaining Unit Member by citizens or fellow employees amounting, if true, to a violation of the Ordinances, General Orders, Policies and Procedures or the City Personnel Rules, or that may otherwise constitute employee misconduct or wrongdoing. The Department may assign such investigations to be conducted by the Bureau of Internal Affairs or by other appropriate departmental personnel, at its discretion.

Section 2. Employee Responsibility

A Member having witnessed or having reliable knowledge that another employee has violated any federal or state law or local ordinance, any rule, regulation, policy or procedure of the Department, or has otherwise engaged in misconduct or wrongdoing shall report that knowledge immediately to a supervisor.

Any Member contacted in any manner by a citizen alleging misconduct by that Member or any other employee of the Department shall take steps to bring the citizen in contact with a supervisory employee in a timely fashion. Complaints against supervisory employees shall be referred to the next highest level Commander or the Commander of Internal Affairs.

The Member under investigation shall cooperate with the investigating official and submit to all pertinent questions, examinations, and requests for documentation. This may include but is not limited to: medical or laboratory examinations; photographs or line-ups; submission of financial disclosure statements; or use of instruments for detection of deception. Members who refuse to cooperate fully in any Departmental investigation, who provide false or misleading information, or who omit information material to an investigation are subject to disciplinary action, to and including termination of employment. Nothing in this paragraph shall prohibit a Member involved in a criminal investigation from asserting the Member's constitutional right against self-incrimination.

The Department may investigate complaints relating to minor matters on a division level. If during the course of the division level investigation it is deemed necessary that the complaint become an Internal Affairs Investigation the criteria set forth in this article will prevail. The determination of a complaint being assigned as an Internal Affairs investigation will be at the discretion of the Chief.

Section 3. Internal Affairs Investigations

When any member of the Bargaining Unit is under investigation and subject to interrogation by such officers, commanding officer, or any other member of the Chesterfield Police Department, which could lead to punitive actions (including written reprimand), the following procedures shall apply.

- A. Complaints shall be accepted from any source, whether made in person, in writing, or by telephone. Complaints shall be accepted from anonymous sources and persons under arrest in police custody as long as the complaint contains sufficient factual information to warrant an investigation. Persons filing a complaint alleging excessive use of force shall be asked to sign a form authorizing release of their relevant medical records to this department.
- B. Absent unusual circumstances, the investigation shall be completed within ninety (90) days from the date of the complaint. More complex issues may require the lengthening of the time frame, so extensions of authorized investigative time may be granted by the Chief of Police.
- C. Investigations will be confidential and conducted in strict conformity with the guidelines contained in this Article.
- D. A Member against whom a complaint is filed shall be notified in writing in a confidential manner of the essential information of the complaint to include the dates, times and specific allegations. As soon as possible, but no longer than ten (10) days after receipt of the complaint, the accused Member shall be provided with a copy of the complaint and a copy of the General Order outlining the rights and responsibilities of the employee. In some instances, circumstances may arise that reasonably prohibit immediate notification, such as hindering a criminal investigation. In these instances, the Department shall notify the Member and the Lodge as soon as reasonably possible stating the nature of the investigation and the reason for the delay in notification.
- E. At least twenty-four (24) hours before the interrogation, the Member shall be informed of the name and rank of the officer in charge of the interrogation, the interrogating officer, all others present during the interrogation, and the essential information of the complaint to include the dates, times, and specific allegations (if changed from initial notification). No more than two (2) interrogators at one time.
- F. The interview or interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
- G. The interview or interrogation shall take place at the Police Department building or other location as mutually agreed to by both the employee and the investigating officer. No interrogation shall take place at the employee's residence without the employee's consent. Failure to consent to an in-home interrogation will not subject the Member to further charges.
- H. No Member under interrogation shall be subject to offensive language. No promise of reward shall be made as an inducement for the Member to answer questions.
- I. Except in cases where only minor infractions are being alleged or investigated, the complete interrogation of the employee shall be recorded, written, taped or transcribed. Upon request of the Member under investigation, a copy of the record shall be made available to the Member and/or the Member's attorney. If the interrogation is being recorded, there shall be no unrecorded questions or statements.

- J. The Member under investigation shall be allowed upon request (at the Member's own expense) to have an attorney or representative of their choice present during all interrogations and shall have the right to legal representation throughout the entire disciplinary process. No interview or interrogation shall be conducted without an attorney or other representative of the employee's choice being present, unless the Member waives such right.
- K. Interrogating sessions shall be for reasonable periods of time and shall be timed to allow for such personal necessity and rest periods as are reasonably necessary.
- L. A Member under investigation shall not be required to disclose information concerning any items of property, income, assets, source of income, debts or personal or domestic expenditure unless such information is reasonably determined as necessary to the investigation or when such disclosure is required by law.
- M. A Member under investigation may be required by the Chief of Police to submit to a polygraph or other truth verification examination. If the complainant, or individual initiating the investigation, is available to do so and refuses to take a polygraph or other truth verification examination, the accused employee shall not be required to submit to the examination (unless extenuating and articulable circumstances exist). If the complainant or individual initiating the investigation submits to the truth verification exam prior to the Member, and the results indicated untruthful or deceptive answers, the Member will not be required or requested to submit to an examination. No Member will be required to sign any document that does not accurately state the conditions under which he/she is taking the examination. The results of a Member's test shall not be the sole basis for discipline.
- N. No Member shall be required to submit to, or be subjected to any psychiatric or psychological evaluation, testing or questioning by a psychologist or psychiatrist retained or employed by the Department except upon an assertion by the Department of disability or unfitness for duty due to psychological reasons. An order to a Member to submit to such examination must be in writing and must set forth specific reasons for which the test is being ordered. The order to submit to such an examination and the results of the exam shall be kept confidential and shall be disclosed only to authorized personnel, as designated by the Chief of Police.
- O. Nothing in this section shall prohibit the immediate temporary suspension from duty of a Member pending an investigation of any Member who reports to duty under the influence of controlled substances or alcohol, or under the influence of apparent mental or emotional disorder.
- P. No dismissal, demotion, transfer or reassignment, or other personnel action which might result in loss of pay or benefits or which might otherwise be considered a punitive measure shall be taken against a Member unless the Member is notified of the action and the reasons therefore prior to the effective date of such action. Members shall be given at least 72 hours' notice of a change in schedule resulting from a disciplinary demotion, transfer or reassignment. (This stipulation does not apply to probationary status employees, during the probationary period.)
- Q. No employee shall be discharged, demoted, denied promotion, transferred or reassigned, or otherwise disciplined or discriminated against in regard to the Member's employment with the Department, or be threatened with any such treatment by reasons of the Member's exercise of any of the rights enumerated herein.

- R. The provisions of this Order shall not be applicable in the event the Member is under arrest or any criminal charges have been filed against the Member by the Department or by any complainant.
- S. If allegations against a Member are determined to be without merit, or foundation, or made with malice and the intent to defame the Member, the investigating officer shall proceed with criminal charges against the complainant for the appropriate offense. Further, the investigating officer shall make him/herself and any and all documents related to the investigation available to the accused Member if the Member proceeds with any form of civil action or remedy against the complainant.

Section 4. Conclusion of Investigation.

- A. At the conclusion of an investigation, the Department shall prepare a written report setting forth the complaint and the facts reflected by the investigation. The investigation will be classified as:
 - 1. Exonerated: incident occurred, but lawful and proper. Officer's actions may warrant commendation.
 - 2. Unfounded: allegation is false or incident did not occur.
 - 3. Inconclusive: evidence insufficient to prove or disprove the allegation.
 - 4. Sustained: evidence sufficient to support the allegation. Officer's actions may warrant discipline.

An investigation may be terminated when circumstances prevent the investigation from progressing toward a successful conclusion. When such circumstances exist, the investigation shall be considered "Closed" with no action taken. The Department shall comply with the *Garrity* decision.

- B. Members under a Bureau of Internal Affairs investigation must be advised, in writing, of the final finding of such investigation.
- C. The Department shall not release any of the materials or information derived from the Internal Affairs investigation to any person, agency, or judicial proceeding except as required by law.

Section 5. Employee's Privacy

Neither the Department nor the Lodge shall release a Member's home address or telephone number or photograph in conjunction with or as a result of an Internal Affairs investigation to the media or any other person without the Member's consent, except pursuant to a valid subpoena, a valid Sunshine Law request, or a valid discovery request in a civil lawsuit.

Section 6. Bargaining Unit Member Involved Use of Force Investigations

- A. Any Member whose action(s) or use of force in an official capacity result in death or serious physical injury shall be removed from line-duty assignments pending an administrative review. A written report shall be prepared detailing the events surrounding the use of force or physical injury caused by the Member. The Member shall be placed on administrative assignment directly upon completion of his/her preliminary report of the incident. This leave shall be without loss of pay or benefits, pending the results of the Department's investigation; provided, however, if criminal charges are filed against the Member, the leave will become unpaid from the date of the filing. The administrative assignment shall not be interpreted to imply or indicate that the officer had acted improperly. During this period of administrative leave, the

Member shall be evaluated by their supervisor and a determination may be made as to the need for post-incident debriefing, counseling or other Department assistance.

B. Use of Deadly Force. In addition to applicable procedures of the Department's General Orders, the following procedures will be followed when a police officer utilizes deadly force:

1. Initially, the officer(s) involved will not provide an official written statement, however they shall provide the commanding officer of the investigation with basic information regarding the events that occurred in order to assist with the investigation of the incident. An official statement shall only be made after an officer has a chance to recover from the shock of the experience and given an opportunity to accurately recall all related events.
2. The firearm(s) that was used and surrendered to a Command level officer of the Chesterfield Police Department or the primary investigating agency should be replaced with another Department issued firearm and provided to the involved officer.
3. Whenever a Member's use of deadly force appears that it could lead to a serious physical injury or death to an individual, the assistance of the St. Louis County Police or Missouri State Highway Patrol shall be requested regarding crime scene processing.
4. Whenever a Member's use of deadly force may be subject to a criminal investigation or review by the Prosecuting Attorney's office, the entire criminal investigation shall be turned over to another agency such as the St. Louis County Police Department or the Missouri State Highway Patrol as soon as is practical.
5. It is the policy of the Department to cooperate fully with a law enforcement agency investigating a Chesterfield Police officer's discharge of a firearm.
6. Whenever a Chesterfield officer uses deadly force, the officer may be required to undergo both a drug screen test and blood alcohol test as soon after the incident as circumstances permit.
7. Member(s) involved in shooting incidents resulting in any personal injury or fatality may be required by the Department to be evaluated by a mental health professional to determine if the Member is emotionally fit, before they may return to active duty. This shall be at the expense of the Department.

C. Every employee of the department has the responsibility to immediately contact the on duty supervisor or the Commander of Internal Affairs and report any act which they believe involves the use of excessive force. Every employee of the Department has a duty to attempt to intervene to stop any other member of the department from using force that is unreasonable or unnecessary. Any employee who fails to report physical or verbal abuse against any citizen by another member of the Department is subject to disciplinary action.

Article 9 - Grievance Procedure

Parties shall make a sincere and determined effort to settle meritorious grievances at the voluntary steps of the grievance procedure and keep the procedure free from un-meritorious grievances.

Section 1. Member Disciplinary Appeal Process

A Member may appeal to the Board of Police Commissioners any discipline issued to the Member by the Department. Discipline includes removal, suspension, demotion, and discharge of Members of the Department.

The provisions of Chesterfield City Code Sections 24-38 *et seq.* shall apply to the appeal of all disciplinary actions, as defined above.

Section 2. Member Grievance Procedure

The following procedure is established for the prompt resolution of any grievances or disputes that may arise out of the interpretation or application of this Agreement other than the issuance of disciplinary action to a Member (which shall be governed by Chesterfield City Code Sections 24-38 *et seq.*) Grievances for disputes over non-Agreement or non-disciplinary issues shall be governed by General Order 71-08. By mutual agreement, the parties may extend any time deadline established in this Article. Absent such agreement, however, if Police Department management of the City fails to issue a timely response to a grievance as provided for in this article, the Lodge may immediately advance such grievance to the next step.

Any Member who believes he/she has a grievance arising out of the interpretation or application of this Agreement (other than with respect to the issuance of discipline) shall commence the process at Step 1 of the grievance procedure. The Lodge also may initiate and process such grievances, as set forth below. (Working Day refers to Monday thru Friday 8:00 AM to 5:00 PM.)

Step 1.

The Member and/or the Lodge may address orally or in writing, with his/her immediate working supervisor, or at the first step above the supervisory level at which the grievance arises, within ten (10) working days after the Member knew, or reasonably should have known, of the facts giving rise to the grievance. The parties desire to resolve as many grievances as possible at this step, but in any event, the supervisor shall give the Member an answer within ten (10) working days after the grievance has been presented to him or her.

Step 2.

If the matter is not satisfactorily resolved in Step 1, the Member, with a Lodge Representative may advance the grievance to the Chief within ten (10) working days after receipt of the answer in Step 1. At this state, the Lodge shall provide a written statement of the grievance, containing a concise statement of the facts giving rise to the grievance, the applicable section of the Agreement and the relief sought. Within ten (10) working days after receipt of the written grievance, the Chief, the Member and the designated representative(s) of the Lodge, shall meet and try to resolve the matter. Within ten (10) working days after such meeting, the Chief shall give his/her answer in writing to the Lodge.

Step 3.

If the matter is not satisfactorily resolved in Step 1 or 2, the Member with the Lodge, may take the matter to the City Administrator by submitting a copy of the grievance and the answer to the City Administrator within ten (10) working days after receipt of the answer in Step 2. Either the Lodge or the City Administrator may request a meeting to discuss the grievance. This meeting shall be held within ten (10) working days of submission of the grievance at this step. The City Administrator will give the Lodge a written answer within ten (10) working days of the meeting or within ten (10) working days of the submission, if no meeting is requested. The decision of the City Administrator shall be final and binding on the parties.

Section 3. Lodge Grievances

The Lodge may directly initiate a grievance involving the prospective interpretation or application of this Agreement to the Police Chief and a copy to the City Administrator, within the time periods set forth above. Such grievances will be initiated at Step 2 and processed through the Steps, as set forth above.

Section 4. Final Resolution

Grievances may be settled at any of the steps of the grievance procedure and if the settlement is reduced to writing and signed by the representatives of both the Lodge and the City, such resolution shall be final to the grievance.

In the event that the dispute is not resolved, the Lodge shall retain all rights that it may now have, or may in the future acquire, to obtain a judicial determination of any issue in any court of competent jurisdiction. This article of the Agreement is not intended to and does not subtract from or add to any legal rights or obligations that any party to this Agreement may have or may acquire.

Article 10 - Legal Representation

Section 1. Civil Action

The City may provide legal counsel to Members in connection with any civil action brought against them arising out of the performance of their duties while acting within the scope and course of their employment with the City. If the City elects to provide such counsel, it may withdraw from providing such counsel at any time.

Section 2. Criminal Charges

The City may provide legal counsel to Members in connection with any criminal charges alleging criminal misconduct from the performance of their duties while acting within the scope and course of their employment with the City. If the City elects to provide such counsel, it may withdraw from providing such counsel at any time.

Section 3. Grievances

Neither the City nor the Lodge shall be required to provide Members with an attorney when Members are charged with an alleged violation of the Agreement or for any grievances filed by Members against the City alleging a violation of this Agreement or any other terms and conditions of employment.

Article 11 - Leave

Section 1. General

After one (1) full year of continuous service all full-time employees are eligible for compensated vacation time based on the employee's length of service and time worked during the year. Members continue to accrue vacation benefits while on any form of paid leave (e.g., sick leave, emergency leave, vacation, jury duty, bereavement, etc.), and while on paid or unpaid Family and Medical Leave. Members will not receive vacation pay in lieu of taking vacation days, except as otherwise provided in this Article and in the City's Personnel Manual. Members may begin utilizing accrued vacation time earned following one full year of employment and only after successfully completing their initial probationary period. The current vacation scheduling process will continue to be followed by the Department for the duration of this Agreement.

Members whose employment is terminated for gross misconduct and Members who resign without proper notice will receive no vacation pay upon separation unless state law dictates otherwise. Members who resign with proper notice (2 weeks), are laid off, or retire will receive vacation pay for any unused vacation at the time of termination. Members with less than one year of service will not be compensated for any unused vacation time.

Section 2. Schedule of Vacation Accrual

Full time Members accrue annual paid vacation leave credit in accordance with the following schedule:

- Members will accrue 3.08 hours per pay period up to their 5th year of continuous employment (80 hours per year).
- Members will begin to accrue 4.62 hours per pay period at the beginning of their 5th year to their 10th year of continuous employment (120 hours per year).
- Members will begin to accrue 6.15 hours per pay period at the beginning of their 10th year of continuous employment (160 hours per year).
- Long Term Service Days. Members who have completed 20 or more years of continuous employment will receive an additional 40 hours of vacation beginning with their 20th anniversary date and continuing each anniversary date thereafter. These hours may be sold back to the City or added to the employee's vacation balancer on the payroll following the employee's anniversary date. The election of selling back these days must be made prior to the anniversary date.

Section 3. Accumulation of Vacation Leave

Members may carry over any remaining unused vacation hours to a maximum of 240 hours of vacation.

Section 4. Vacation scheduling

- A. Vacations will be scheduled utilizing the chain of command to notify the Chief or his/her designee of the vacation schedule desired. The Chief or his designee shall schedule vacations so as not to unduly interfere with the operations of the Department and will not unreasonably deny vacation requests.
- B. When there is a conflict between requests, and the approval of both requests would unduly interfere with the operation of the Department, seniority/time in grade shall prevail. Requests for vacation with less than two (2) weeks' notice may be approved at the discretion of the Chief of Police or designee, which shall not be unreasonably withheld.
- C. No Member will be required to change his/her scheduled vacation or accumulated holiday due to a senior employee transferring to the shift. The employee being transferred will retain all remaining vacation time as previously selected on their original shift.
- D. If a vacation request submitted by January 31st each year results in a conflict which would unduly interfere with the operations of the Department, seniority/time in grade shall prevail in resolving such conflict.
- E. Vacation may only be scheduled at a maximum of eighty (80) hours at a time and taken in increments of one-quarter (.25) of an hour. Conflicts in vacation are resolved by the Member's immediate supervisor.

Section 5. Compensatory Time

- A. All Members will be able to accumulate up to eighty (80) hours of compensatory time.
- B. Compensatory time earned will be allowed to be carried over to the next calendar year and can be used when approved.

Section 6. Holiday Time

A. General Provisions:

The following days are designated as legal holidays by the City Council. Members on a forty (40) hour schedule shall take the holiday on the holiday date unless otherwise approved by their immediate supervisor.

- **New Year's Day**
- **Martin Luther King Day**
- **President's Day**
- **Memorial Day**
- **Independence Day**
- **Labor Day**
- **Veteran's Day**
- **Thanksgiving Day**
- **Day after Thanksgiving**
- **Christmas Eve (half day)**
- **Christmas Day**

- B. **Holiday Schedule for Patrol Officers.** Officers assigned to work schedules which include the possibility of working holidays shall receive holiday pay as designated by the Chief of Police. Holiday pay shall be considered an eight hour day (84 hours per calendar year) and shall be submitted as such at the end of the year for the holiday checks for eligible officers. This is irrespective of the officer's work schedule (eight, ten or twelve hour assignment).
- C. **Scheduled Work Time on Holidays.** Each Member working a forty (40) hour schedule shall be allowed time off with pay for each day of the foregoing holiday schedule.
- D. Members must work their last regularly scheduled day before and after the holiday or be on an approved leave of absence in order to receive holiday pay.
- E. Holidays will be observed on their officially designated calendar days except if a holiday falls on Saturday the holiday will be observed on the preceding Friday, if a holiday should fall on a Sunday observance will be on the Monday immediately following.

Section 7. Bereavement Leave

Bereavement benefits are separate from a Member's accrued sick and vacation days and will not be deducted from these balances. Time off for bereavement for the death of an immediate family member of the Member or the Member's spouse (defined as parents, spouse, children, siblings, grandparents including any "great" relationship, and any relative permanently residing in the same home as the employee) will be paid for up to 3 days of leave for regularly scheduled hours of work. In general, any absences beyond those 3 days will not be compensated unless the Member chooses to use vacation days for the time lost. Bereavement pay is calculated based on the base pay rate at the time of the absence.

Section 8. Sick Leave

- A. **Accumulation of Sick Leave:** The City of Chesterfield provides compensation for full time employees who miss work due to personal or family (defined as parent, spouse, and child) illness. While these days are not meant to be "extra" days of pay, these days can be used in the event of family or personal illness, as long as scheduling does not place an undue hardship on the department. Employees begin accruing sick leave on their date of hire at a rate of approximately 3.7 hours per pay period. Employees may carry over unused sick leave to a maximum of 960 hours. Sick leave may be taken in increments as short as one-quarter (.25) hours. However, the sick leave already credited to a Member on the date this Agreement is executed shall not be reduced until taken or paid.
- B. **Use of Sick Leave:** Members will provide the on-duty supervisor as much advance notice as possible, but not less than one (1) hour prior to the beginning of their work shift that they wish to use the sick leave. The Department, or the Chief, may require any Member to furnish to their supervisor a medical form from a duly signed physician, dentist, or health care provider stating the general nature of the illness or injury and the approximate length of time the Member will be off work due to the illness or serious injury.

Section 9. Military Leave

Members shall receive Military Leave and Military Leave Benefits on the same basis as other employees of the City, pursuant to City policy as may be amended from time to time. For purposes of clarification, that policy currently provides:

A military leave of absence will be granted to employees to attend training or if called to serve active duty with the U.S. armed services. Employees granted a military leave under this provision will be eligible to receive their base rate of pay less the base rate of pay received from military service for up to a maximum of one (1) year. If the base pay earned through the military is greater than the City's base rate of pay for the employee, no differential in pay will be recognized. Per City Council Policy, vacation, sick leave, retirement and holiday benefits will continue to accrue during the first 12 months of a military leave of absence.

Employees should provide their supervisor with a copy of their orders in advance of the leave with as much notice as possible.

Military Training. Employees granted military training leave will receive pay for all scheduled workdays during the training period. Paid leave for military training will not exceed 15 days in any military year—October 1 through September 30. If Military Training is in excess of 15 days, the employee can charge the absence to vacation, personal time off, or holidays if available. The employee may also take the additional time off unpaid.

Section 10. Jury Leave and Witness Leave

Members are encouraged to fulfill their civic responsibilities by serving on jury duty or appearing as a witness, if required by summons or subpoena. All full-time Members will be granted leave with pay, less any pay received for the period of such service, when they are scheduled to serve as a juror or testify as a witness under subpoena. The Member must show the jury duty summons to their supervisor as soon as possible so that he or she may arrange to accommodate the Member's absence. A leave request form must be submitted at least three (3) days prior to the date(s) requested for leave. The Member is expected to report for work whenever the court schedule permits. If the Member is required to call in to the court on a day-to-day basis, the Member must keep their supervisor informed of the court schedule and when the Member will be available to work. Compensation received by courts must be signed over to the City through the Member's supervisor or Department Head and forwarded to the Finance Director.

Article 12 - Benefits

Section 1. Health, Dental, Vision and Life Insurance Coverage/Continuation of Current Benefits.

The City commits to the fringe benefit levels currently afforded to all City employees and as currently described by general order, personnel policy and/or City ordinance, without reduction or change, for the duration of this Agreement, except as provided below.

The City retains the discretion to determine plan design and coverages of the health and welfare insurance policy. Members covered by this Agreement shall receive the same health and welfare eligibility, participation options and coverages as the non-represented employees of the City, and at the same employee premium costs.

The parties understand this "stand down" agreement applies, without limitation, to pension, disability and life insurance coverages, vacation/PTO benefits, personal days, sick leave accrual, and the Section 457 plan.

Section 2. Pension

The City agrees to retain the Section 401(a) retirement plan in effect for the duration of this Agreement, including keeping the current City contribution percentage at 8%.

Section 3. Voluntary Deferred Compensation

Members employed by the City shall be afforded the option to enroll into a secondary retirement program governed by the Internal Revenue Code 457. A company with an established program shall administer the deferred compensation program.

Section 4. Vaccinations and Boosters

The City will provide vaccinations and/or booster doses for communicable diseases and blood borne pathogens in compliance with Missouri Department of Health and OSHA regulations for the following diseases, at a minimum: Hepatitis A, B, and C (if exposed), Tuberculosis; Tetanus; and AIDS/HIV (if exposed).

Section 5. Slain Officer / Dependent Coverage

The City agrees to continue in effect for the duration of this Agreement the current occupational death benefit provided to commissioned law enforcement Members.

Section 6. Retiree Health Benefits

Members employed by the City for twenty (20) continuous years of service and who are 60 years of age or older shall be allowed to participate in the Bridge to Medicare program. The retiree shall be eligible to maintain their participation in the City sponsored medical insurance plan at employee rates. To obtain family coverage, the employee must be enrolled in family coverage at least two years prior to early retirement. After retirement, Members have the option to change coverage from “family” to “single,” but not vice-versa. Once begun, coverage is available until the retiree becomes Medicare eligible.

Article 13 – Training

The City and the Lodge agree that to have a professional police department there are certain training requirements that must be met, the following is a guideline that has been set forth to ensure that all Members receive the necessary training which allows them to perform their duties in a professional manner.

- A. Members who carry a firearm in performance of their duties will receive firearms training in accordance with P.O.S.T. requirements and Department standards, and will be required to pass a qualification course for each Department owned or approved firearm issued or carried by each Member. In addition, the Department will provide open range time quarterly each year to occur in an eight (8) hour time slot, consecutive or split, between the hours of 0700 and 2200, so long as a range safety officer is available, unless the range is closed for maintenance or deemed unsafe due to weather conditions per the Patrol Commander. A pre-determined make-up date shall accompany each planned open range date.
- B. Any Member not able to pass the qualification courses will be provided with remedial firearms training. This training will be at the convenience of the firearms instructors currently titled as such by the Department.

Training required by the Department shall be on-duty time and will be scheduled at the discretion of the Department.

Article 14 – Compensation

Section 1. Compensation Plan for Police Officers and Sergeants

Compensation for Bargaining Unit Members shall be governed in accordance with the following:

<u>Patrol Officers- Effective Upon</u> <u>Ordinance Approval</u>		<u>Sergeants- Effective Upon</u> <u>Ordinance Approval</u>	
<u>Year/Step</u>	<u>Salary</u>	<u>Year/Step</u>	<u>Salary</u>
Step A (Drop 1/1/24)	\$58,500	Step A (Drop 1/1/24)	\$76,757
Step B	\$59,963	Step B	\$78,676
Step C	\$61,462	Step C	\$80,643
Step D	\$62,998	Step D	\$82,659
Step E	\$64,573	Step E	\$84,725
Step F	\$66,187	Step F	\$86,844
Step G	\$67,842	Step G	\$89,015
Step H	\$69,538	Step H	\$91,240
Step I	\$71,277	Step I	\$93,521
Step J	\$73,058	Step J1/3 (Eff. 1/1/22)	\$94,300
Step K	\$74,885	Step J2/3 (Eff. 1/1/23)	\$95,080
Step L	\$76,757	Step J (Eff. 1/1/24)	\$95,859
Step M1/3 (Eff. 1/1/22)	\$77,397		
Step M2/3 (Eff. 1/1/23)	\$78,036		
Step M (Eff. 1/1/24)	\$78,676		

Placement of Members in the above Step Pay Plan, shall be effective July 1, 2021, will be determined as follows: (1) increase the Member's current compensation amount by 2%; (2) identify the Step in which the Member's revised compensation places them; and (3) round up to the beginning value of the next Step in the new pay matrix.

FIRST SCHEDULED INCREASE IN COMPENSATION AT 1ST ANNIVERSARY

Upon successful completion of their probationary period, members of the bargaining unit will progress to the next higher step of the approved salary matrix.

SECOND SCHEDULED INCREASE IN COMPENSATION

Transition all Police Officers and Sergeants to the regular annual implementation of scheduled January step increases (effective the first full payroll after January 1st each annum):

Police Officers and Sergeants with a hire date of January 1st to June 30th, in any given year, will receive their annual performance evaluation and will progress to the next higher compensation step effective the first full payroll period after the January 1st that precedes their second anniversary date, subject to the exclusion provided for an unacceptable performance evaluation.

Police Officers and Sergeants with a hire date of July 1st to December 31st in any given year, will receive their annual performance evaluation and will progress to the next higher compensation step effective the first full payroll period after the January 1st following their second anniversary date, subject to the exclusion provided for an unacceptable performance evaluation.

Thereafter, each Police Officer or Sergeant will receive an annual evaluation and step increase effective the first full payroll after January 1st of each calendar year, subject to the exclusion provided for an unacceptable performance evaluation.

Members who receive an unacceptable performance review are not eligible for a step increase for that year. An unacceptable performance evaluation is defined as any evaluation resulting in an overall composite evaluation score less than 3.00, or any evaluation in which the employee receives scores of two (2) or less in three or more individual categories.

Section 2. Promotions

A promotion is the assignment of a Member from one position to another position having a higher maximum salary. When a Member is promoted to a position in a higher classification, the Member's salary shall be increased to not less than the minimum rate for the higher classification or to another point in salary range, whichever provides the Member with a salary increase of at least two and one-half percent (2.5%) above their current rate of pay. The promoted Member begins a one year probationary period as of the effective date of promotion.

Article 15 – Overtime Payment

Section 1. Hours

Members who work in excess of their regularly scheduled hours, or who work other than their regularly scheduled shift shall be compensated at the rate of one and one half (1.5) times their hourly rate of pay for all hours worked outside their regularly scheduled shift during that pay period, or if the City offers compensatory time, the Member may choose to receive compensatory time at one and one half (1.5) times the hours worked outside their regularly scheduled shift. With the exception of court time, Members on approved leave or administrative leave shall not be eligible for overtime. Overtime/Compensatory Time shall be paid in fifteen (15) minute increments.

Section 2. Off Duty Overtime

Members who receive a phone call from any Department superior: Sergeants, Lieutenants, Captains, or Chief concerning a job related issue on their off time regarding a substantive issue, shall be compensated for the actual time spent on the call or one quarter (1/4) hour, whichever is greater, at a rate of one and one half (1.5) times their regular hourly rate.

Section 3. Call Back Overtime

Members who are called back for unscheduled duty with less than twenty-four (24) hours' notice will receive pay for a minimum of two (2) hours or for actual hours worked, whichever is greater, at a rate of one and one half (1.5) times their regular hourly rate of pay, or receive compensatory time. Hours worked which coincide with a Member's regularly scheduled tour of duty shall not apply to this provision.

Section 4. Court Time

Members who are required to appear in court, on behalf of the City or in relation to their employment with the City, on their time off, shall receive one and one half (1.5) times their hourly rate of pay for a minimum of two (2) hours for municipal court or two (2) hours for state court or for the number of hours the Member is actually required to be in court, whichever is greater.

Article 16 – Retirement/Separation

With regard to the Law Enforcement Officers Safety Act (LEOSA), its subsequent amendments in 2010 and 2013, and Chesterfield Police Department General Order 114-11, this Article will serve to clarify the classifications of Retirement and Separated Law Enforcement Officer and the benefits and rights thereof.

DEFINITIONS

- I. **Retirement** – A commissioned officer of any rank or position within the Department is considered to be officially retired when the following conditions are met:

- A. The retiring officer has reached at least fifty (50) years of age upon his retirement date and has ten (10) years of service with the Chesterfield Police Department or a minimum of five (5) years with the Chesterfield Police Department and a total of twenty-five (25) years of service in law enforcement.
 - B. Two (2) weeks written notice has been given establishing the official date of separation.
- II. Separated Law Enforcement Officer – A commissioned officer of any rank or position within the Department is considered to be officially separated when the following conditions are met:
 - A. The separating officer has total of ten (10) years of service in law enforcement serving at least five (5) of those years of service with the Chesterfield Police Department.
 - B. The separating officer is not on probationary status with the Chesterfield Police Department and is leaving in good standing.
 - C. Two (2) weeks written notice has been given by the officer to the Department establishing the official date of separation.
- III. Retirement badge and I.D. – The retirement I.D. shall consist of an identification card with the retiring officer's picture, name, DSN, date of retirement, and the date of the last firearms qualification which the officer underwent. The badge will be similar to the badge signifying the rank which the officer held upon retirement with the exception that the word "Retired" will be embossed at the bottom of the badge.

The Department recognizes those Members who have reached a milestone in their career that allows for the retirement/separation from Law Enforcement. For those Members that meet the above definitions for official retirement/separation the following benefits will apply:

- A. The retiring/separating Member will receive one retirement badge and one retirement I.D., which will serve to identify the officer as having met the requirements of a retired/separated police officer with City of Chesterfield and/or under the rights provided to the Officer by LEOSA and its amendments.
- B. That officer, under federal guidelines, will be eligible to carry a firearm when meeting the requirements of being a retired/separated Law Enforcement Officer.

Those Members who qualify under the above guidelines as Retired shall also receive all previously agreed upon benefits for those of retired status.

Article 17 – Miscellaneous Provisions

Section 1. Off-Duty Responsibility

The City and the Lodge recognize that all commissioned personnel are presumed to be subject to duty twenty-four (24) hours per day. Any action taken by a commissioned officer on his/her time off, which would have been taken by an officer on duty, if present or available, shall be considered police action, and Bargaining Unit Members shall have all the rights and benefits concerning such action as if they were on active duty.

Section 2. General Orders

The Department will make accessible to each Member a notebook in print or electronic media that contains the City Policies, Procedures, General or Special Orders of the Department, and this Agreement.

Section 3. Body Cameras

The Department's use of body cameras shall be governed by General Order 136-17 "Body Worn Cameras" effective, January 8, 2018.

Section 4. Lay-Offs

In the case of a layoff or reduction in force, Members shall be laid off/terminated by order of reverse seniority within a particular classification. An individual who is laid off/dismissed under this Article shall have the right to bump the person with the lowest seniority in a lower classification to the extent he or she has greater seniority than the person he or she seeks to bump and take the position and assignment of the bumped individual as long as the more senior individual is qualified and able to perform the job. This right must be exercised within five (5) calendar days after the person is informed of the layoff/reduction in force. For purposes of this Article, seniority shall be determined by years of service within the Department. Members laid off shall be placed on a recall list good for one (1) year and shall be recalled from that list in the reverse layoff order.

Article 18 – Entire Agreement

This Agreement will be considered as addendum to the Personnel Policies and Procedures. If a conflict exists between this Agreement and the City Personnel Policies and Procedures or Department General Orders, this Agreement will prevail. However, if there is no conflict, the Personnel Policies and Procedures or Department General Orders will prevail. Any City personnel policies or procedures not specifically addressed in this Agreement will continue to apply to Members as per the terms and provisions of such policies and procedures unless and until modified or terminated by the City. Waiver or any breach of this Agreement by either party shall not constitute a waiver of any further breach of this Agreement.

Article 19 – Saving Clause

Should any term or provision of this Agreement be in conflict with any State or Federal Statute or other applicable law or regulation binding on the City, such law or regulation shall prevail. In such event however, the remaining terms and provisions of this Agreement will continue in full force and effect.

If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal, the remainder of the Agreement shall not be affected thereby. The parties shall then enter into immediate collective bargaining session for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Article 20 – Revenue Kickout Clause

Annual Step increases and matrix increases may be waived (pending further negotiations between the parties) at the discretion of the City in the event either of the following occurs: (i) the City reasonably anticipates or experiences a combined Loss of General and/or Public Safety Fund Municipal Taxes and Franchise Fee revenues in excess of \$1.0 million below the actual 2019 revenues of \$17,297,453, as accounted for on a Cash Basis in Funds 4101-4104, 4200, 4205 and 4430; or (ii) the City is likely to experience such a reduction in its future funding levels due to a force majeure event or change in legislation or controlling law. For purposes of this paragraph, revenue shortfalls will be measured over the 12-month period following onset of the incident, events or circumstances contributing to the revenue shortfall or anticipated revenue shortfall.

Prior to enacting the Revenue Kickout Clause, a meeting must be held between the Parties. At this meeting, the City must specifically identify the incident, events or circumstances contributing to the Loss or

reasonable anticipation of a Loss. The identified Funds' (4101-4104, 4200, 4205 and 4430) revenues will be reviewed based on the Cash Basis accounting numbers.

In the event the annual step increases and matrix increases scheduled for January 1st in any contract year are waived in accordance with the prior paragraph, such action shall be reviewed prior to the end of each subsequent 3-month period following January 1st, (April 1st, July 1st, October 1st) to determine if the actual or reasonably anticipated loss of revenues preceding the decision to waive the increases in accordance with subparagraphs (i) or (ii) above, remain valid. The City will present and the parties will discuss updated revenues to date for each Fund (Cash Basis), current projections on future revenues for each Fund, and the parties' respective viewpoints on the current state of the conditions that gave rise to the wage freeze. In the event it is determined that the conditions precedent are no longer valid, the step and matrix increases will be implemented in the first full payroll following the review period (April 1st, July 1st, October 1st).

If the Parties are unable to reach an agreement on whether the Revenue Kickout Clause should continue or cease following any quarterly review described in the preceding paragraph, the available remedy will be for the Lodge to file a grievance pursuant to Article 9, Section 3 of the Agreement. Individual members may not grieve this issue either on their own behalf or on behalf of the membership at large.

Article 21 – New Revenue Sources

In the event the City realizes, or reasonably anticipates an increase of unrestricted ongoing annual revenues in the General Fund or Public Safety Fund, in excess of \$1.5 million resulting from a new revenue source, but excluding non-recurring or irregular revenue sources, the City agrees to meet and confer for the purpose of discussing potential modification(s) to the economic provisions of this agreement. Notwithstanding the obligation to meet and confer, all provisions and terms of this agreement shall remain in full force and effect, unless and until there is mutual agreement of modifications and subject to the final approval by the City Council.

Article 22 – Duration

This Agreement shall become effective upon its execution, and shall terminate at 11:59 p.m. on June 30, 2024. Either party desiring to negotiate any modifications to this Agreement shall give notice of the same at least ninety (90) days prior to the expiration date. Failure to do so shall result in this Agreement being automatically renewed for a period of one (1) year. In the event notice of reopening is served, this Agreement shall continue in full force and effect until a new Agreement is signed by the parties or until the parties reach an impasse in negotiations.

[Signature page to follow]

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT ON THE
DATE WRITTEN BELOW**

_____ City of Chesterfield	_____ Date	_____ Printed Name
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_____ Chesterfield Police Department	_____ Date	_____ Printed Name
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_____ Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15	_____ Date	_____ Printed Name
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SIDE LETTER OF UNDERSTANDING

This Side Letter of Understanding is made a part of the July 1, 2021 through June 30, 2024 Collective Bargaining Agreement between the City of Chesterfield, Fraternal Order of Police, Lodge 15 and the Chesterfield Police Officers' Association (the "Agreement"). This Side Letter expires with the Agreement on June 30, 2024 and will not continue in effect thereafter or become a permanent part of the Agreement.

Notwithstanding any contrary provision contained in the Agreement, the following Members will be slotted in the compensation Step identified below, effective for the first full payroll period following City Council approval:

- Step B:** Tyndell, Beckerman, Holroyd, Brown, Carroll, Ulrich, Niemeyer, Lewis, McWilliams, Schuller, Clymer, Restivo, Saavedra, Rocklage-Dompierre, Seeger and Mattaline.
- Step C:** Sosuh, Hrivnak and Wood.
- Step D:** Mueller
- Step E:** Layton, Fenton, Hansen, Lowe, Branson and Carter.
- Step F:** Thompson
- Step G:** Schreiber
- Step H:** Friemel
- Step I:** Bromwich
- Step K:** Powers