



**AGENDA REVIEW MEETING  
CHESTERFIELD CITY COUNCIL  
Monday, March 20, 2017  
6:00PM**

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

**A. Bill No. 3142 – P.Z. 08-2016 Breckenridge Materials (17971 N. Outer 40 Rd) (Second Reading)**

**B. Recommendation – Ownership Transfer of Portable Generator for Pump Stations from the City of Chesterfield to the Monarch-Chesterfield Levee District (Voice Vote)**

**C. Public Works and Parks Policies 30 – 44 (Voice Vote)**

**Recommends Elimination of Policies:**

- #30 – Subdivision Escrow and Inspection Procedure**
- #31 – Escrow Release of Construction and Maintenance Deposits**
- #32 – Escrow Management**
- #33 – Required Information of Plot Plans**
- #34 – Vertical Curbs**
- #35 – Sidewalk Widths**
- #36 – Street Cross Sections**
- #40 – Vertical Curbs**

**Recommends Revisions to Policies:**

- #37 – Streambank Erosion Assistance**
- #38 – Street Snow Removal Recoupment Program**

**Recommends No Changes:**

- #41 – Sanitary Sewer Lateral Tax Refund Program**
- #42 – Pavement Specifications and Acceptance Policy**
- #44 – City Hall Rental and Use Policy**

**Removed from Public Works section of City Policies and moved to Parks, Recreation and Arts section:**

- #39 – Park Rules and Regulations**
- #43 – City Employee Admission to the Family Aquatic Center**

**D. Next Meeting – March 23, 2017 (5:30pm)**

**2. Finance and Administration Committee – Chairperson Tom DeCampi, Ward IV**

3. **Parks, Recreation and Arts Committee** – Chairperson Barbara McGuinness, Ward I
  - A. **Policy** – Review and Placement of Municipal Artwork
  - B. **Relocation of ‘Meeting Places’**
4. **Public Health and Safety Committee** – Chairperson Bridget Nations, Ward II
5. **Report from the City Administrator** – Mike Geisel
  - A. **Requested Budget Amendments**
  - B. **Compensation & Benefit Review Recommendation**
  - C. **Bid Recommendation – Sound System**
  - D. **Bid Recommendation – 2017 Sidewalk Replacement Project B (roll call vote)**
  - E. **Bid Recommendation – 2017 Trench Grate Replacement Project (roll call vote)**
6. **Adjourn –**

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

**Notice** is hereby given that the City Council may also hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: legal actions, causes of action, litigation or privileged communications between the City's representatives and its attorneys (RSMo 610.021(1) 1994; lease, purchase or sale of real estate (RSMo 610.021(2) 1994; hiring, firing, disciplining or promoting employees within employee groups (RSMo 610.021(3) 1994; bidding specification (RSMo 610.021(11) 1994; and/or proprietary technological materials (RSMo 610.021(15) 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). Existing or proposed security systems and structural plans of real property owned or leased by a public governmental body, and information that is voluntarily submitted by a nonpublic entity owning or operating an infrastructure to any public governmental body for use by that body to devise plans for protection of that infrastructure, the public disclosure of which would threaten public safety: (RSMo 610.021(19)



**AGENDA**  
**CHESTERFIELD CITY COUNCIL MEETING**  
**Chesterfield City Hall**  
**690 Chesterfield Parkway West**  
**Monday, March 20, 2017**  
**7:00PM**

- I. CALL TO ORDER** – Mayor Bob Nation
- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation
- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation
- IV. ROLL CALL** – City Clerk Vickie Hass
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
  - A. **City Council Meeting Minutes** – March 6, 2017
- VI. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
  - A. **Proclamation** – Eagle Scout – Peter Hoffman
  - B. **Citizen of the Year** – Lee Wall and Jan Misuraca (reception to follow)
- VII. INTRODUCTORY REMARKS** – Mayor Bob Nation
  - A. **Wednesday, March 22, 2017** – Volunteer Appreciation Dinner
  - B. **Thursday, March 23, 2017** – Planning and Public Works (5:30pm)
  - C. **Monday, March 27, 2017** – Planning Commission (7pm)
  - D. **Wednesday, April 19, 2017** – Next City Council meeting (7pm)

## **VIII. APPOINTMENTS – Mayor Bob Nation**

## **IX. COUNCIL COMMITTEE REPORTS**

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

- 1. Bill No. 3142 – P.Z. 08-2016 Breckenridge Materials (17971 N. Outer 40 Rd) (Second Reading)**
- 2. Recommendation – Ownership Transfer of Portable Generator for Pump Stations from the City of Chesterfield to the Monarch-Chesterfield Levee District (Voice Vote)**
- 3. Public Works and Parks Policies 30 – 44 (Voice Vote)**
  - Recommends Elimination of Policies:**
    - #30** – Subdivision Escrow and Inspection Procedure
    - #31** – Escrow Release of Construction and Maintenance Deposits
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  - Recommends Revisions to Policies:**
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    - #38** – Street Snow Removal Recoupment Program
  - Recommends No Changes:**
    - #41** – Sanitary Sewer Lateral Tax Refund Program
    - #42** – Pavement Specifications and Acceptance Policy
    - #44** – City Hall Rental and Use Policy
  - Removed from Public Works section of City Policies and moved to Parks, Recreation and Arts section:**
    - #39** – Park Rules and Regulations
    - #43** – City Employee Admission to the Family Aquatic Center
- 4. Next Meeting – March 23, 2017 (5:30pm)**

### **B. Finance and Administration Committee – Chairperson Tom DeCampi, Ward IV**

### **C. Parks, Recreation and Arts Committee – Chairperson Barbara McGuinness, Ward I**

- 1. Policy** – Review and placement of municipal artwork

## **2. Relocation of ‘Meeting Places’**

**D. Public Health and Safety Committee** – Chairperson Bridget Nations, Ward II

## **X. REPORT FROM THE CITY ADMINISTRATOR** – Mike Geisel

**A. Requested Budget Amendments**

**B. Compensation & Benefit Review Recommendation**

**C. Bid Recommendation – Sound System**

**D. Bid Recommendation – 2017 Sidewalk Replacement Project B (roll call vote)**

**E. Bid Recommendation – 2017 Trench Grate Replacement Project (roll call vote)**

## **XI. UNFINISHED BUSINESS** – Mayor Bob Nation

## **XII. NEW BUSINESS** – Mayor Bob Nation

## **XIII. LEGISLATION**

## **XIV. LEGISLATION – PLANNING COMMISSION**

**A. BILL NO. 3142** P.Z. 08-2016 BRECKENRIDGE MATERIALS (17971 N. OUTER 40 RD.): A REQUEST FOR A ZONING MAP AMENDMENT FROM A “FPM3” FLOOD PLAIN PLANNED INDUSTRIAL DISTRICT TO A “PI” PLANNED INDUSTRIAL DISTRICT FOR A 2.688 ACRE AREA OF LAND ON A PORTION OF THE PROPERTY AT 17971 N. OUTER 40 RD., LOCATED ON THE NORTH SIDE OF NORTH OUTER 40 RD., EAST OF THE MISSOURI RIVER (A 2.688 ACRE PORTION OF 16W240041).(SECOND READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL PENDING A REQUIREMENT THAT THE APPLICANT PROVIDE A REMEDY TO DUST SUPPRESSION)

## **XV. 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; bidding specification (RSMo 610.021(11) 1994; and/or proprietary technological materials (RSMo 610.021(15) 1994. 610.021(19) Existing or proposed security systems and structural plans of real property owned or leased by a public governmental body, and information that is voluntarily submitted by a nonpublic entity owning or operating an infrastructure to any public governmental body for use by that body to devise plans for protection of that infrastructure, the public disclosure of which would threaten public safety:



## RECORD OF PROCEEDING

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

**MARCH 6, 2017**

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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 Barry Flachsbart  
Councilmember Barbara McGuinness  
Councilmember Bridget Nations  
Councilmember Guy Tilman  
Councilmember Dan Hurt  
Councilmember Randy Logan  
Councilmember Tom DeCampi  
Councilmember Nathan Roach

APPROVAL OF MINUTES

The minutes of the February 22, 2017 City Council meeting were submitted for approval. Councilmember Tilman made a motion, seconded by Councilmember Nations, to approve the City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

## **COMMUNICATIONS AND PETITIONS**

Mr. Ron Gibbs, 341 Strawbridge Drive, spoke on behalf of the Chesterfield Baseball-Softball Association (CBSA) and discussed the positive impacts of the Chesterfield Valley Athletic Complex (CVAC) and their relationship with the City.

## **INTRODUCTORY REMARKS**

Mayor Nation announced the names of candidates for the April 4, 2017 Municipal Election, and recognized those in attendance.

Mayor Nation announced that the next meeting of City Council has been scheduled for Monday, March 20, at 7 p.m.

## **APPOINTMENTS**

There were no appointments.

## **COUNCIL COMMITTEE REPORTS**

### **Planning/Public Works Committee**

Councilmember Dan Hurt, Chairperson of the Planning/Public Works Committee, reported that Bill No. 3139 (City Limit Signs) will be considered for adoption under the "Legislation" portion of the agenda.

Councilmember Hurt reported that Bill No. 3140 (Noise Ordinance Enforced Signs) will be considered for adoption under the "Legislation" portion of the agenda.

Councilmember Hurt reported that Bill No. 3141 (Braking Systems) will be considered for adoption under the "Legislation" portion of the agenda.

Councilmember Hurt reported that Bill No. 3142 (P.Z. 08-2016 Breckenridge Materials [17971 N. Outer 40 Rd.]) will be read for the first time under the "Legislation" portion of the agenda. He further explained that the Planning and Public Works Committee had recommended that this petition be held until a viable solution was provided to address dust suppression. Councilmember Hurt indicated that the bill would be introduced and read for the first time, but would subsequently be held until the dust control issue had been addressed to the satisfaction of City Council.

Councilmember Hurt announced that the next meeting of this Committee has been scheduled for Thursday, March 9, at 5:30 p.m.

### **Finance and Administration Committee**

Councilmember Tom DeCampi, Chairperson of the Finance and Administration Committee, made a motion, seconded by Councilmember Flachsbart, to approve a “Meet the Legislators” event, at a cost not to exceed \$3,000 funded by a transfer from General Fund – Fund Reserves. A roll call vote was taken with the following results: Ayes – Nations, Tilman, Roach, Hurt, Flachsbart and Logan. Nays – McGuinness and DeCampi. Whereupon Mayor Nation declared the motion passed.

Councilmember DeCampi made a motion, seconded by Councilmember Flachsbart, to approve a proposed resolution expressing the City’s opposition to Proposition P, the ½ cent sales tax for public safety which St. Louis County has placed on the April ballot. A voice vote was taken with a unanimous affirmative result and the motion to approve the resolution was declared passed. The successful resolution became Chesterfield Resolution No. 433.

### **Parks, Recreation & Arts Committee**

Councilmember Barbara McGuinness, Chairperson of the Parks, Recreation & Arts Committee, made a motion, seconded by Councilmember DeCampi, to approve a proposed resolution authorizing the City of Chesterfield to apply for a St. Louis County Department of Health Waste Management Program Grant for the purchase of recycling containers for the Chesterfield Amphitheater. There is no cash contribution required of the City, and the City’s share of the grant match would be provided with in-kind services including expenses of existing personnel and education/marketing materials. A voice vote was taken with a unanimous affirmative result and the motion to approve the resolution was declared passed. The successful resolution became Chesterfield Resolution No. 434.

### **Public Health & Safety Committee**

Councilmember Bridget Nations, Chairperson of the Public Health & Safety Committee, announced that Staff will submit a proposal to provide law enforcement services for the City of Clarkson Valley.

Councilmember Nations made a motion, seconded by Councilmember Flachsbart, to approve funding a deer census in an amount not to exceed \$6,000 from General Fund – Fund Reserves. A roll call vote was taken with the following results: Ayes – Logan, McGuinness, DeCampi, Roach, Tilman, Hurt, Nations and Flachsbart. Nays – None. Whereupon Mayor Nation declared the motion passed.

### **REPORT FROM THE CITY ADMINISTRATOR**

City Administrator Mike Geisel reported that the exclusivity contract for soft drinks (Pepsi) in the City’s park facilities expired at the end of 2016. Accordingly, the Parks, Recreation and Arts Department had sought new three year proposals. Based upon

Staff's analysis, the exclusivity proposal offered by Pepsi provides for an annual payment to the City of \$20,000, rebates of \$2 per case and a substantial marketing opportunity on their delivery trucks. Mr. Geisel joined with Parks, Recreation and Arts Director Thomas McCarthy and Superintendent of Recreation Kari Johnson in recommending acceptance of the three year beverage exclusivity proposal as submitted by Pepsi, with up to two additional voluntary option years at the City's discretion. Councilmember Flachsbart made a motion, seconded by Councilmember Tilman, to approve this recommendation. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mr. Geisel reported that the City has sought proposals for the annual Independence Day fireworks display. Based upon review of information provided by Parks, Recreation and Arts Director Thomas McCarthy and Superintendent of Recreation Kari Johnson, Mr. Geisel joined with them in recommending acceptance of the bid proposal offered by J&M Displays at a cost of \$55,000, and approving the optional multi-year agreement. The multiple year option does not obligate the City to fund the annual display. This contract is fully funded by the Parks Sales Tax Fund. Councilmember Flachsbart made a motion, seconded by Councilmember Nations, to approve this recommendation. A roll call vote was taken with the following results: Ayes – McGuinness, DeCampi, Tilman, Logan, Nations, Flachsbart, Hurt and Roach. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that the City has sought proposals for daily management and maintenance of the City's aquatic center. Based upon review of information provided by Parks, Recreation and Arts Director Thomas McCarthy and Superintendent of Recreation Kari Johnson, Mr. Geisel joined with them in recommending acceptance of the proposal submitted by Lifeguards Unlimited and authorizing a contract in an amount not to exceed \$268,600 for the 2017 pool season. This contract is fully funded by the Parks Sales Tax Fund. Councilmember Flachsbart made a motion, seconded by Councilmember Logan, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Tilman, Roach, Flachsbart, Nations, Logan, McGuinness, Hurt and DeCampi. Nays - None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Staff is recommending award of a contract for Selective Slab Replacement, as identified as Project "A". Based upon review of information provided by Public Works Director/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending award of a contract to J.M. Marschuetz Construction Company in an amount not to exceed \$1,100,000. This project is fully funded by the Capital Improvement Sales Tax Fund. Councilmember Flachsbart made a motion, seconded by Councilmember Tilman, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Nations, Logan, Roach, DeCampi, McGuinness, Hurt, Tilman and Flachsbart. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Staff is recommending award of a contract for Selective Slab Replacement, as identified as Project "B". Based upon review of information provided by Public Works Director/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending award of a contract to E. Meier Contracting in an amount not to exceed \$900,000. This project is fully funded by the Capital Improvement Sales Tax Fund. Councilmember Flachsbart made a motion, seconded by Councilmember Tilman, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Tilman, Flachsbart, Hurt, Logan, Nations, McGuinness, DeCampi and Roach. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Staff is recommending award of a contract for 2017 Construction Testing and Inspection. Based upon review of information provided by Public Works Director/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending award of a contract to TSI Geotechnical Incorporated in an amount not to exceed \$105,000 for testing and inspection services required in order to ensure proper construction of the 2017 capital improvement projects. The recommended expenditure is slightly below the \$115,000 allocated for these services in the 2017 Capital Sales Tax Fund budget. Councilmember Flachsbart made a motion, seconded by Councilmember Tilman, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Flachsbart, DeCampi, Tilman, Hurt, Logan, Nations, Roach and McGuinness. Nays – None. Whereupon Mayor Nation declared the motion passed.

### **UNFINISHED BUSINESS**

There was no unfinished business.

### **NEW BUSINESS**

There was no new business.

### **LEGISLATION**

BILL NO. 3139      AUTHORIZES THE EXECUTION OF A MAINTENANCE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE MAINTENANCE OF CITY LIMIT SIGNS LOCATED WITHIN STATE RIGHT OF WAY (SECOND READING; PLANNING AND PUBLIC WORKS RECOMMENDS APPROVAL)

Councilmember Hurt made a motion, seconded by Councilmember Logan, for the second reading of Bill No. 3139. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3139 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3139 with the following results: Ayes – DeCampi, McGuinness, Flachsbart, Hurt, Nations, Tilman, Logan and Roach. Nays – None. Whereupon Mayor Nation declared Bill No. 3139 approved, passed it and it became **ORDINANCE NO. 2941**.

BILL NO. 3140      AUTHORIZES THE EXECUTION OF A MAINTENANCE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE MAINTENANCE OF NOISE ORDINANCE ENFORCED SIGNS LOCATED WITHIN STATE RIGHT OF WAY **(SECOND READING; PLANNING AND PUBLIC WORKS RECOMMENDS APPROVAL)**

Councilmember Hurt made a motion, seconded by Councilmember Logan, for the second reading of Bill No. 3140. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3140 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3140 with the following results: Ayes – Tilman, Logan, Roach, Hurt, Flachsbart, McGuinness, Nations and DeCampi. Nays – None. Whereupon Mayor Nation declared Bill No. 3140 approved, passed it and it became **ORDINANCE NO. 2942.**

BILL NO. 3141      REPEALS ORDINANCE NUMBER 2926 AND ENACTS A NEW ORDINANCE RESTRICTING COMPRESSION RELEASE BRAKING SYSTEMS **(SECOND READING; PLANNING AND PUBLIC WORKS RECOMMENDS APPROVAL)**

Councilmember Hurt made a motion, seconded by Councilmember Logan, for the second reading of Bill No. 3141. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3141 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3141 with the following results: Ayes – Roach, Flachsbart, Logan, DeCampi, McGuinness, Tilman, Hurt and Nations. Nays – None. Whereupon Mayor Nation declared Bill No. 3141 approved, passed it and it became **ORDINANCE NO. 2943.**

BILL NO. 3142      REQUESTS A ZONING MAP AMENDMENT FROM AN “FPM3” FLOOD PLAIN PLANNED INDUSTRIAL DISTRICT TO A “PI” PLANNED INDUSTRIAL DISTRICT FOR A 2.688 ACRE AREA OF LAND ON A PORTION OF THE PROPERTY AT 17971 N. OUTER 40 RD., LOCATED ON THE NORTH SIDE OF NORTH OUTER 40 RD., EAST OF THE MISSOURI RIVER (P.Z. 08-2016 BRECKENRIDGE MATERIALS) (16W240041) **(FIRST READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL PENDING A REQUIREMENT THAT THE APPLICANT PROVIDE A REMEDY TO DUST SUPPRESSION)**

Councilmember Hurt made a motion, seconded by Councilmember Logan, for the first reading of Bill No. 3142. A voice vote was taken with an affirmative result (Councilmember McGuinness voted “No”) and the motion was declared passed. Bill No. 3142 was read for the first time.

**ADJOURNMENT**

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:55 p.m.

\_\_\_\_\_  
Mayor Bob Nation

ATTEST:

\_\_\_\_\_  
Vickie J. Hass, City Clerk

APPROVED BY CITY COUNCIL: \_\_\_\_\_

**AGENDA REVIEW – Monday, 3/20/2017 – 6:00 PM**

An AGENDA REVIEW meeting has been scheduled to start at **6:00 pm, on Monday, March 20, 2017.**

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

## **COMMUNICATIONS AND PETITIONS**

### **Proclamation – Eagle Scout – Peter Hoffman**

Mr. Hoffman is a member of Boy Scout Troop #631 and was found to be worthy of the rank of Eagle Scout, which is the ULTIMATE in Scouting and represents years of continuous dedication and effort.

### **Citizen of the Year – Lee Wall and Jan Misuraca**

Were nominated for their civic contributions and countless hours of service to enhance the quality of life in our community.

**As always, if you have any questions or require additional information, please contact me prior to Monday's meeting.**

### **UPCOMING MEETINGS/EVENTS**

- A. **Wednesday, March 22, 2017** – Volunteer Appreciation Dinner
- B. **Thursday, March 23, 2017** – Planning and Public Works (5:30pm)
- C. **Monday, March 27, 2017** – Planning Commission (7pm)
- D. **Wednesday, April 19, 2017** – Next City Council meeting (7pm)

## **APPOINTMENTS**

**If you have any questions, please contact me prior to Monday's meeting.**

## **PLANNING AND PUBLIC WORKS COMMITTEE**

The Planning and Public Works Committee met on Thursday, March 9th which resulted in on action item for City Council.

### **Recommendation – Ownership Transfer of Portable Generator for Pump Stations from the City of Chesterfield to the Monarch-Chesterfield Levee District**

**(Voice Vote) (PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL.)**

### **Public Works and Parks Policies 30 – 44**

**(Voice Vote) (PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL OF STAFF’S RECOMMENDATIONS.)**

Recommends Elimination of Policies:

- #30 – Subdivision Escrow and Inspection Procedure
- #31 – Escrow Release of Construction and Maintenance Deposits
- #32 – Escrow Management
- #33 – Required Information of Plot Plans
- #34 – Vertical Curbs
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Recommends Revisions to Policies:

- #37 – Streambank Erosion Assistance
- #38 – Street Snow Removal Recoupment Program

Recommends No Changes:

- #41 – Sanitary Sewer Lateral Tax Refund Program
- #42 – Pavement Specifications and Acceptance Policy
- #44 – City Hall Rental and Use Policy

Removed from Public Works section of City Policies and moved to Parks, Recreation and Arts section:

- #39 – Park Rules and Regulations
- #43 – City Employee Admission to the Family Aquatic Center

The following bill is on for Second Reading:

**Bill No. 3142 - P.Z. 08-2016 Breckenridge Materials (17971 N. Outer 40 Rd.)  
(Second Reading) (PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS  
APPROVAL PENDING A REQUIREMENT THAT THE APPLICANT PROVIDE A  
REMEDY TO DUST SUPPRESSION.)**

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN EXISTING “FPM3” FLOOD PLAIN PLANNED INDUSTRIAL DISTRICT TO A NEW “PI” PLANNED INDUSTRIAL DISTRICT FOR A 2.688 ACRE TRACT OF LAND LOCATED ON THE NORTH SIDE OF

NORTH OUTER 40 ROAD, EAST OF THE MISSOURI RIVER [BRECKENRIDGE MATERIALS]—(A 2.688 ACRE PORTION OF 16W240041).

**Next Meeting**

The next meeting of the Planning and Public Works Committee is scheduled for Thursday, March 23, 2017 at 5:30 pm.

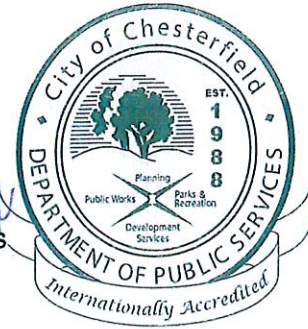
**If you have any questions, please contact me prior to Monday's meeting.**

# MEMORANDUM

TO: Mike Geisel, City Administrator

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

SUBJECT: Planning & Public Works Committee Meeting Summary  
Thursday, March 9, 2017



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, March 9, 2017 in Conference Room 101.

In attendance were: **Chair Dan Hurt** (Ward III), **Councilmember Bridget Nations** (Ward II) and **Councilmember Nathan Roach** (Ward IV). (Councilmember Barbara McGuinness (Ward I) was absent.)

Also in attendance were: Planning Commission Chair Stanley Proctor; Jim Eckrich, Director of Public Works/City Engineer; Justin Wyse, Director of Planning & Development Services; and Kathy Juergens, Recording Secretary.

The meeting was called to order at 5:32 p.m.

## I. APPROVAL OF MEETING SUMMARY

### A. Approval of the February 22, 2017 Committee Meeting Summary

Councilmember Roach made a motion to approve the Meeting Summary of February 22, 2017. The motion was seconded by Councilmember Nations and passed by a voice vote of 3-0.

The Committee discussed the Agenda Items in the order listed below.

## II. UNFINISHED BUSINESS

### B. Streetlights on Long Road

#### STAFF REPORT

Jim Eckrich, Director of Public Works/City Engineer, reported that the issue has been resolved. MoDOT has agreed to continue funding the streetlights on Long Road.

### III. NEW BUSINESS

#### A. Portable Generator for Pump Stations

##### STAFF REPORT

Jim Eckrich, Director of Public Works/City Engineer, stated that the City owns a portable generator that is located behind Target. This is intended to be a portable pump station for the Levee District to use in case there is a pump failure at one of the pump stations. The City owns and maintains this generator. It was originally thought that the City could potentially use the generator in other applications; however, it has never been used for any other application. The condition of the generator has deteriorated and it would cost approximately \$15,000 to repair it. The Levee District wants to keep the generator in service and is willing to fund the necessary repairs. Staff is recommending a transfer of ownership of the generator to the Levee District. The City's Purchasing Policy requires that the disposal of all equipment with a value over \$5,000 be approved by City Council, therefore, Staff is requesting approval of the transfer.

Councilmember Roach made a motion to forward to City Council with a recommendation to approve the transfer of ownership of the portable generator to the Monarch-Chesterfield Levee District. The motion was seconded by Councilmember Nations and passed by a voice vote of 3-0.

**[Please see the attached report prepared by Jim Eckrich, Director of Public Works/City Engineer, for additional information on Portable Generator for Pump Stations.]**

#### B. Public Works and Parks Policies 30 - 44

##### STAFF REPORT

In a continuing effort to review all City Council policies to ensure those policies are current and accurate, Jim Eckrich, Director of Public Works/City Engineer, presented Policies 30 to 44 for review:

Staff recommends repealing the following Policies:

**Policies 30-32: Subdivision Escrow and Inspection Procedure, Escrow Release, and Escrow Management:** The requirements for Escrows are detailed in Section 31-02-12 of the Unified Development Code. These are not "Policies."

**Policy 33: Required Information of Plot Plans:** Plan requirements are detailed within Section 31-02-11 of the Unified Development Code. This is an internal checklist and not a "Policy."

**Policy 34: Vertical Curbs:** This policy is not current.

**Policy 35: Sidewalk Widths:** The requirements for sidewalks are contained in the Unified Development Code Section 31-04-08(G).

**Policy 36: Street Cross Sections:** Requirements for streets are detailed in Section 31-04-09 of the Unified Development Code.

**Councilmember Roach made a motion to forward Public Works Policies #30-#36 to City Council with a recommendation to repeal, as recommended by Staff. The motion was seconded by Councilmember Nations and passed by a voice vote of 3-0.**

Staff recommends no change to the following Policies:

**Policy 41: Sanitary Sewer Lateral Tax Refund Program:** This Policy is current.

**Policy 42: Pavement Specifications and Acceptance Policy:** This Policy is current.

**Policy 44: City Hall Rental and Use Policy:** This Policy was updated in 2013 and is current.

**Councilmember Nations made a motion to forward Public Works Policies #41, #42 and #44 to City Council with a recommendation to retain them, as written. The motion was seconded by Councilmember Roach and passed by a voice vote of 3-0.**

Staff recommends that the following Public Works Policies be moved to Parks, Recreation and Arts. Revised Policies, as recommended by the Parks, Recreation, and Arts Committee, have already been approved at the February 6, 2017 City Council meeting.

**Policy 39: Parks Rules and Regulations**

**Policy 43: City Employee Admission to the Family Aquatic Center**

**Councilmember Nations made a motion to forward Public Works Policies #39 and #43 to City Council with a recommendation that they be moved to the Parks, Recreation, and Arts section of the City Policies, as recommended by Staff. The motion was seconded by Councilmember Roach and passed by a voice vote of 3-0.**

Staff also recommends repealing Policy #40.

**Policy 40: Vertical Curbs:** This Policy is not current and should be repealed.

**Councilmember Nations made a motion to forward Public Works Policy #40 to City Council with a recommendation to repeal, as recommended by Staff. The motion was seconded by Councilmember Roach and passed by a voice vote of 3-0.**

Staff recommends a revision to Policy #38 as follows:

**Policy 38: Street Snow Removal Recoupment Program:** The existing Policy was revised in 2013. However, the Policy should be revised to reflect that the program is submitted to the Planning and Public Works Committee each fall for a funding recommendation and then to City Council for approval.

**Councilmember Nations made a motion to forward Public Works Policy #38 to City Council with a recommendation to approve, as amended by Staff. The motion was seconded by Councilmember Roach and passed by a voice vote of 3-0.**

Staff recommends a revision to Policy #37 as follows:

**Policy 37:      Streambank Erosion Assistance:** Staff recommends replacing the existing policy with the proposed policy, which details how Staff assists residents with erosion problems on private property.

**Councilmember Nations made a motion to forward Public Works Policy #37 to City Council with a recommendation to approve, as amended by Staff. The motion was seconded by Councilmember Roach and passed by a voice vote of 3-0.**

**[Please see the attached report prepared by Jim Eckrich, Director Public Works/City Engineer, for additional information on Public Works Policies 30-44.]**

## **II.      UNFINISHED BUSINESS**

### **A.   Placement of Solid Waste Containers**

#### **STAFF REPORT**

As directed by the Planning & Public Works Committee, Jim Eckrich, Director of Public Works/City Engineer, stated Staff has prepared an ordinance revising Section 25-28(a) of the Municipal Code. The ordinance requires that residents store their solid waste containers inside the garage or within any side or rear yard, such that the containers are not visible from any street which abuts the property.

#### **Discussion**

Councilmember Roach stated he believes the ordinance will not have the intended effect to put an end to the debate. If the Ordinance is passed, one resident has told him that she will go to every house in Chesterfield and report every single violation. Councilmember Roach stated that he drove his subdivision and believes that there would be 11 violations within his subdivision alone. He questioned whether the storage of cans in the side yard should really be a code violation.

Jim Eckrich, Director of Public Works/City Engineer, stated that the current Ordinance reads: *The containers shall be stored in a place not visible from the street which the residential structure faces.* One option to clarifying the ordinance could be to allow residents to store containers behind their building line in a side or rear yard. This was option #1 in his original memorandum considered by the Commission at its last meeting. If Council proceeded in that manner, individual subdivisions could still further restrict that containers cannot be visible from any street which abuts the property.

There was further discussion on the placement of trash containers and how it would affect residents. Mr. Eckrich stated that if the Committee desires to establish a community standard whereby trash containers cannot be visible from any street, it should be noted that it will affect a lot of residents. After further discussion, it was agreed that there is no clear-cut, easy answer. Mr. Eckrich stated the issue did not have to be acted upon immediately and suggested that since

this issue affects many residents across all four wards, it might be more prudent to discuss it at a future Committee of the Whole Meeting.

**Councilmember Nations made a motion to hold the Placement of Solid Waste Containers Ordinance until the next Committee of the Whole meeting.** The motion was seconded by Councilmember Roach and **passed by a voice vote of 3-0.**

**IV. OTHER** – None.

**V. ADJOURNMENT**

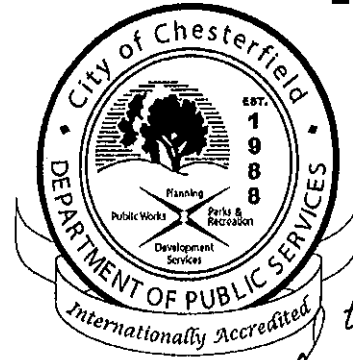
The meeting adjourned at 5:50 p.m.

**DATE:** February 24, 2017

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

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

**RE:** Portable Generator for Pump Stations



As you know, the City of Chesterfield owns a 1998 Caterpillar SR4B Portable Generator, which is currently located near Pump Station 6 (behind Target). Through the use of federal recovery funds obtained subsequent to the Great Flood of 1993, this generator was acquired in conjunction with substantive improvements to the pump stations. Once the pump station improvements were completed and fully implemented, the pump stations themselves were turned over to the Monarch-Chesterfield Levee District. All pump stations are fully owned, maintained, and operated by the Monarch-Chesterfield Levee District. The generator, however, was left in the City's ownership. At that time the City of Chesterfield desired to maintain ownership of the generator in case the generator could be used in another application throughout the City.

Because the City of Chesterfield kept ownership of the generator, we have maintained the generator, including regularly exercising it to ensure it functions properly. While the engine does function properly, the condition of the generator itself has deteriorated. The generator needs new cables and tires, which are estimated to cost approximately \$15,000.

This generator has NEVER been used for any purpose other than providing power to pump stations. Further, without substantial investment, the generator as it currently exists cannot be considered portable and could not reasonably be used by the City. The sole reason for the acquisition of the generator, and the continued existence of the generator, is to power a pump station in case of a power failure.

I have communicated to the Monarch-Chesterfield Levee District that the City of Chesterfield no longer desires to maintain ownership of the generator. The Monarch-Chesterfield Levee District has inspected the generator and desires to keep it in service. The Levee District understands that the generator will require a substantial investment, and is willing to fund the necessary improvements. In return, the City of Chesterfield would deed the generator to the Monarch-Chesterfield Levee District.

The City's Purchasing Policy requires that the disposal of all equipment with a value of over \$5,000 be approved by City Council. Accordingly, I strongly recommend that the City Council authorize the transfer of this generator from the City to the Monarch-Chesterfield Levee District.

### **Action Recommended**

This matter should be forwarded to the Planning and Public Works Committee for consideration of a recommendation to approve the transfer of the generator from the City of Chesterfield to the Monarch-Chesterfield Levee District. Should the Committee concur with Staff's recommendation, the matter will be forwarded to the full City Council for authorization.



**III.B**

**DATE:** February 15, 2017

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

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

**RE:** Public Works Policies 30-44



As you have directed, the City Staff has begun the process of comprehensively reviewing all City Council policies to ensure those policies are current and followed. There are 53 policies in the Public Works and Parks portion of the City Policy Manual. City Council has previously reviewed and approved, deleted, or modified Policies 1 – 29. I am hereby submitting my recommendations for Policies 30 – 44. A summary of the recommendations for each policy is as follows:

30-32) Subdivision Escrow and Inspection Procedure, Escrow Release, and Escrow Management:

The requirements for Escrows are detailed in Section 31-02-12 of the Unified Development Code. The Public Works Department and Planning and Development Services Departments have internal procedures which ensure compliance with the Code. These are not "Policies" and should be deleted.

33) Required Information of Plot Plans: Plan requirements are detailed within Section 31-02-11 of the Unified Development Code. This is an internal checklist and not a "Policy". It should be deleted.

34) Vertical Curbs: This policy is not current and should be deleted. Rolled curbs are allowed.

35) Sidewalk Widths: These requirements for sidewalk are contained in the Unified Development Code Section 31-04-08(G). This Policy should be deleted.

36) Street Cross Sections: Requirements for streets are detailed within Section 31-04-09 of the Unified Development Code. This Policy should be deleted.

37) Streambank Erosion Assistance: An updated Policy, including the current brochure, is attached. Recommend replacing the existing Policy with the proposed Policy, which details how Staff assists residents with erosion problems on private property.

38) Street Snow Removal Recoupment Program: The existing Policy is current for the most part and has gone through several revisions, the most recent of which occurred in 2013. However, the Policy should be revised to reflect that the program is submitted to the Planning and Public Works Committee each fall for a funding recommendation, and then to City Council for approval.

- 39) Parks Rules and Regulations: This Policy is being removed from the Public Works section of City Policies and will be located in the Parks, Recreation and Arts section. A revised Policy was approved at the February 6, 2017 City Council meeting, as recommended by the Parks, Recreation, and Arts Committee.
- 40) Vertical Curbs: This Policy is not current and should be deleted. Similar to Policy 34, rolled curbs are allowed.
- 41) Sanitary Sewer Lateral Tax Refund Program: This Policy is current. Recommend no changes.
- 42) Pavement Specifications and Acceptance Policy: This Policy is current. Recommend no changes.
- 43) City Employee Admission to the Family Aquatic Center: This Policy is being removed from the Public Works section of City Policies and will be located in the Parks, Recreation, and Arts section. A revised Policy was approved at the February 6, 2017 City Council meeting, as recommended by the Parks, Recreation, and Arts Committee.
- 44) City Hall Rental and Use Policy. This Policy was updated in 2013 and is current. Recommend no changes.

A summary of the Staff's recommendation for policy revisions is as follows: **The City Staff recommends that Policies 30-36 and 40 are deleted, 37 and 38 are revised, 39 and 43 are removed from the Public Works section, and 41, 42, and 44 are retained with no changes.**

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

### **Action Recommended**

These fifteen policies should be presented to the Planning and Public Works Committee for consideration. Should PPW concur with Staff's recommendation, it should vote to authorize Staff to submit these policies to City Council for approval. The next set of policies will be submitted to PPW in the near future for a similar review. That submittal should include all of the remaining policies and conclude the review of Public Works policies.

**CITY OF CHESTERFIELD  
POLICY STATEMENT**

|                     |                                             |                     |          |
|---------------------|---------------------------------------------|---------------------|----------|
| <b>PUBLIC WORKS</b> |                                             | <b>NO.</b>          | 30       |
| <b>SUBJECT</b>      | Subdivision Escrow and Inspection Procedure | <b>INDEX</b>        | PW       |
| <b>DATE ISSUED</b>  | 9/9/1997                                    | <b>DATE REVISED</b> | 6/7/2004 |

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**POLICY**

Developers are required to post escrow guaranteeing the installation and maintenance of subdivision improvements. The Department of Planning handles the establishment of escrows and maintenance deposits; the Department of Public Works manages escrows and maintenance deposits and inspects construction.

1. The Department of Public Works prepares and updates a unit cost schedule for items typically required in escrow. Data is generally updated on an annual basis; however, adjustments are made as needed. The cost schedule is maintained in the g:\escrow\origesc.xls file.
2. The developer submits record plats to the Department of Planning and escrow quantities to the Department of Public Works for verification of quantities and calculation of required escrows.
3. The Civil Engineers prepare itemized cost estimates and the escrow card for the subdivision and forward the escrow card to Planning. Information is stored in the g:\escrow directory and is identified by subdivision identification code number and escrow (plat); typically in the form of 113escrow. or 113esc\_pl1.

The Civil Engineers also estimate the number of hours required for inspection of the subdivision improvements, advise the developer of the amount of deferred inspection fees required to be deposited, and collect the fees prior to approval of the record plat.

4. The Director of Planning or the Director of Public Works may require any specific improvement to be installed prior to approval of the record plat where failure to install such improvement prior to further development could result in damage to the site or surrounding properties.

5. The Department of Planning sends the escrow information along with standard escrow agreement and maintenance deposit agreement forms to the developer. At least 10 days prior to the City Council meeting at which the record plat is to be approved, the developer returns four (4) originals of each form, executed by the escrow holder and the developer.
6. After the plat is approved, the Department of Planning has all forms fully executed by the City and sends one fully executed original each to the escrow holder, the developer, the Department of Public Works (Supt. Of Engineering) and the subdivision file.
7. The Superintendent of Engineering enters the escrow, maintenance, developer and escrow holder data into the Escrow Tracking System. The Superintendent also enters plat approval information into the record plat spreadsheet that is used to track new infrastructure and complete financial reports related to GASB34.
8. The Department of Planning prepares a reduced copy of the address plat, updates the address plat binders, and inputs the lot information into the Chesterfield Information Database (CID) within 2 weeks after the record plat is approved by City Council.
9. The developer submits two (2) recorded copies of the record plat to the Department of Planning within one month of approval. Zoning authorizations will not be issued until the two (2) copies of the recorded plat are provided to the City.
10. Engineering Construction Inspectors are responsible for the daily inspections and operations of their assigned projects. Routine site inspections are conducted. Every attempt is made to view each site at least every 2 weeks.
11. The Engineering Construction Inspectors are required to record each inspection on a standard form. The completed inspection form is turned into the Public Works clerical staff to input into the Inspection Record System database. Inspection hours are billed to each project in accordance with City Policy Statement Public Works 20. The developer is advised if inspection costs exceed the original estimate and required to deposit additional funds to keep a positive balance of fees.
12. At a minimum, the Engineering Construction Inspectors complete siltation and erosion control inspections once every other month - more frequently if weather or site conditions necessitate. Sites are inspected to ensure adequate installation and maintenance of erosion and siltation control measures. Deficiencies are noted and a corrective notice sent to the developer/builder. Standard notice forms can be found in the g:\pub\_work\wp50\siltation directory.

13. For subdivisions initiated after January 1, 1996, the Department of Planning collects \$1,500 lot escrows prior to issuing zoning approvals for construction of homes. These escrows guarantee the proper grading of the lot, installation of sidewalk and street trees, and establishment of vegetation. Cash escrows may be submitted for each lot or an account may be established for the subdivision.
14. The Engineering Construction Inspectors generally inspect or re-inspect all unapproved lots monthly. The Inspectors enter the results of these inspections into CID (Chesterfield Information Database), and forward a report to the developer/builder. Only after all lot related items (grading, vegetation, sidewalk and street trees) are completed shall developers make requests for lot related escrow releases. Inspections should be completed within 2 weeks of receipt of notice of final completion.

After all lot related improvements are completed, the Engineering Construction Inspectors indicate approval on the standard lot cash escrow form or lot escrow account form for the lot. The approved form is forwarded to the Civil Engineer handling the subdivision for further approval. The form is then attached to a request to pay for refunding the cash escrow or crediting the account the developer has established for the subdivision. A record of releases made is kept in the lot escrow release spreadsheet, g:\pub\_work\excel\escrows\lot escrow releases.xls.
15. After occupancy permits are received from St. Louis County, the Department of Planning updates the original lot data in CID and issues a temporary occupancy permit, valid for a specific time, not in excess of 6 months. Site improvements need to be completed, and approved by the City, within this time frame in order for a final occupancy permit to be issued. The Director of Planning may grant the temporary occupancy permit time extensions upon demonstration of extenuating circumstances.
16. After the inspector approves site related improvements, the Department of Planning issues the final occupancy permit to the permitted site address with a copy to the contractor. If the site is not owner occupied, a copy is also sent to the owner.
17. Developers/builders submit written inspection and escrow release requests to the Superintendent of Engineering. Requests are date stamped, logged into the Inspection Record System, copied and distributed to the Superintendent of Engineering and proper Engineer, Engineering Construction Inspector and inspection file. Inspections for escrow releases are generally performed within 2 weeks after receipt of the written request. Deficiencies identified during inspections, including any need for deposit of

additional inspection fees, are recorded and a written deficiency list is sent to the developer, with copies to the Deputy Director of Public Works/Ass't. City Engineer, Superintendent of Engineering, Civil Engineer and inspection file. A record of the response to requests is maintained in the Inspection Record System. Punchlists are, in most cases, valid for 90 days after the inspection date. After this time, significant additional deficiencies may have developed and the project may require additional inspection.

18. The Engineering Construction Inspectors conduct a detailed inspection of the storm sewer system after the developer requests construction approval. As-built drawings (on mylar) are also required. The deficiency list is sent to the developer and contractor and MSD. After construction approval by the City, later deficiencies identified in the dedication inspection phase of the project will be handled by the Metropolitan St. Louis Sewer District (MSD). Within 21 days of any notification by MSD of their receipt of a request for a dedication inspection of storm sewers, the Engineering Construction Inspectors complete an inspection and fax any deficiencies noted to MSD. MSD will review the deficiencies cited and include them in the MSD deficiency list as they deem appropriate.
19. After the developer has received a punchlist, repairs are to be scheduled and the Engineering Construction Inspector notified of the date that remedial activities are to begin. Re-inspections are performed to ensure that noted deficiencies are corrected and that all work conforms to City codes and standards. Any request for additional inspection fees that is not paid within 30 days is forwarded to the Department of Finance & Administration for collection.
20. Once the required improvement meets the standards of the City and/or the appropriate agency, the Engineering Construction Inspector generates a memorandum to the Civil Engineer recommending escrow releases.
21. The Civil Engineer processes escrow release recommendations in accordance with City Policy Statement Public Works 31, and based upon the inspection recommendations of the Engineering Construction Inspectors and outside agencies. The escrow card is updated to determine the amount of the escrow release. The Civil Engineer generates a release authorization letter and signs it for the Director of Public Works. Letters are generated using the Escrow Tracking Database. A copy of the post release escrow card is attached to the release authorization. The authorization is sent to the escrow holder with copies to the developer, Director of Public Works/City Engineer, Deputy Director of Public Works/Ass't City Engineer, Superintendent of Engineering, Engineering Construction Inspector and the inspection file.

22. If the developer fails to pay sums due or make repairs in a timely fashion, or if there are persistent problems regarding installation or maintenance of improvements, the developer may be in default and the City may issue stop work orders for the subdivision or have work completed in accordance with the Subdivision Ordinance and City Policy Statement Public Works 32.
23. If a development cannot be completed within the term of the escrow, the developer requests that the Director of Public Works extend the term of the escrow. Time extensions are granted in accordance with the Subdivision Ordinance and City Policy Statement Public Works 32.
24. All required improvements must be complete and approved prior to issuance of more than 85% of the building permits for lots in the plat.
25. After a subdivision is 80% occupied, or at such time as the Developer requests final release of escrows, the Department of Public Works solicits concerns about street improvements from property owners. Informational signs are erected at each subdivision entrance indicating that the developer has requested final escrow releases and advising residents that they can send written comments\concerns to the Director of Public Works. Signs are posted for 30 days. Any concerns are forwarded to the Engineering Construction Inspector who notifies the property owner in the writing of all action taken in response to the concern.
26. The City has a policy that permits the City to provide snow removal services in subdivisions that are substantially completed and at least 50% occupied, but in which the public streets have not yet been accepted. In August of each year, the Engineering Construction Inspectors review the subdivisions for which they are responsible and notify the developers of subdivisions that may be eligible under the policy. The policy and form letter are in the g:\pub\_work\wp50\forms\snow directory.
27. When the subdivision is substantially complete, at least 80% occupied, and the public street improvements are complete and acceptable, the Engineering Construction Inspectors prepare a street acceptance memo for the Deputy Director of Public Work's signature and forwards it to the Superintendent of Engineering. The public street acceptance form can be found under g:\pub\_work\wp50\street info\st\_acceptance memo. The Superintendent of Engineering prepares an ordinance and forwards both to the Deputy Director. The ordinance form can be found in the same directory. The memo and ordinance are sent to the City Administrator for final Council approval.

When a subdivision with private streets is ready for approval, the Engineering Construction Inspectors prepare a street approval memo for the Superintendent of Engineering's signature and forward it to the Superintendent of Engineering. The private street approval form can be found under g:\pub\_work\wp50\street info directory also. The memo is sent to the Director of Public Works for consideration by the PW/P Committee. Final escrow releases are held until approval by the Public Works\ Parks Committee

28. For 12 months after the later of the issuance of 80% of the occupancy permits in the subdivision (plat) or completion of the subdivision/approval of all required improvements, the developer is responsible for repair or replacement of all defects, deficiencies, and damage. During this period, the developer shall be notified in writing of the need to perform work. One month prior to termination of this obligation, the Engineering Construction Inspector shall perform an inspection to identify items that need to be addressed, and notify the developer to perform required work within a specific timeframe. After any required work is performed within that timeframe, the maintenance deposit is released.
29. After release of the maintenance deposit and approval of construction of homes on all lots in the subdivision, any remaining balance of inspection fees is refunded to the developer.

RECOMMENDED BY:

*MO Lewis*

Department Head/Council Committee (if applicable)

*6-10-04*

Date

APPROVED BY:

City Administrator

*Michael J. [Signature]*

City Council (if applicable)

*6/7/04*

Date

*6/11/04*

Date

Recommend Delete

**CITY OF CHESTERFIELD  
POLICY STATEMENT**

**PUBLIC WORKS**

**NO.** 31

**SUBJECT** Escrow Release – Construction and  
Maintenance Deposits

**INDEX** PW

**DATE  
ISSUED** 9/9/1998

**DATE  
REVISED** 6/7/2004

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**POLICY**

Developers/builders submit written requests for inspection and escrow releases to the Superintendent of Engineering after completion of categories of required improvements. The requests are processed in accordance with City Policy Statement Public Works 30, Subdivision Escrow and Inspection Procedure.

Partial releases may be made from the deposits; however, no partial releases will be made from the escrow after the remaining balance is reduced to 5% of the original estimated cost of improvements. There is one adjustment made to this number due to arrangements made with the Metropolitan St. Louis Sewer District (MSD), which holds a 10% escrow for sewers. MSD has agreed to notify the City when a developer requests a dedication inspection and to accept inspection reports from the City of Chesterfield prior to release of their escrow for storm sewers. Accordingly, after MSD grants construction approval, the entire escrow for storm and sanitary sewers is released and the required retainage for the subdivision is reduced by an amount equal to 5% of the cost of the sewers.

The final escrow release for the subdivision will be made when all required improvements are constructed and approved. Release of funds as to any component, line item or category of the escrow shall not be deemed to be City approval of the improvement or otherwise release the developer of his obligation relating to completion of improvements until the final escrow release and release of maintenance deposit is issued.

The maintenance deposit shall be released after a final inspection indicates that all maintenance obligations have been met and all sums due the City have been paid. The developer is generally responsible for maintenance of improvements until 12 months after the later of the issuance of 80% of the occupancy permits or completion and approval/acceptance of all required improvements.

In General, partial or progress releases will be made from deposits as follows. There are only a few items for which partial release of the maintenance deposit will be made, and the amount of release indicated for those items may be reduced if it is determined that additional sums are needed for other items.

#### Streets and Medians

- 95% release after proper installation under the supervision of Chesterfield personnel, or their agents; and verification of proper strength gain and thickness. Cores will be taken to verify thickness of pavements.
- Pavement will be repaired/replaced in accordance with City Policy Statement Public Works 42.
- Maintenance deposit for improvements to existing public streets already maintained by the City will be released after the work is accepted by the City. There will be no early release of maintenance deposits for new streets.

#### Street Signs

- Street signs must be erected, in place, prior to occupancy of any structures within the plat and maintained throughout construction. It is necessary to have signs in place in order to assure quick and easy access by emergency service providers.
- 95% release after construction approval of street improvements by City. Defective, damaged or missing sign installations will be repaired or replaced prior to the acceptance/final approval of streets.

#### Barricades/End of Pavement Markers

- 95% release after inspection.
- Repair requirements same as street signs.

#### Guard Rail

- 95% release after inspection
- Defective or damaged guard rail will be repaired or replaced prior to the acceptance/final approval of streets.

#### Street Trees

- 95% release after inspection.

#### Sidewalks

- 95% release after inspection

#### Sanitary Sewers

- 10% release after notification by the MSD that 10% is being held in escrow by MSD. If the notification is received prior to the escrow amount being established, only 90% will be escrowed with the City of Chesterfield, with notation of same on the escrow card.
- Up to 100% release for pump stations upon notification by the MSD that a given percentage is being held in escrow by MSD.
- 100% release after construction acceptance by MSD.
- Maintenance deposit for sanitary sewers will be released at the same time as the construction deposit.

#### Storm Sewers

- 10% release after notification by the MSD that 10% is being held in escrow by MSD. If the notification is received prior to the escrow amount being established, only 90% will be escrowed with the City of Chesterfield, with notation of same in the escrow spreadsheet.
- 100% release after construction acceptance by MSD and the City of Chesterfield, and receipt of as-built drawings on mylar.
- Maintenance deposit for storm sewers will be released at the same time as the construction deposit.

#### Valley Stormwater Channels

- 50% release after completion of grading and establishment of vegetation.
- 95% release after substantial completion of development, when there is not addition siltation anticipated, and receipt of as-built drawings on mylar and the engineer's certification that the channels have been surveyed, were constructed in accordance with approved plans and will function as designed. Vegetation must be fully established.

#### Detention

- 50% release after completion of rough grading and concurrent with construction acceptance of the storm sewer system.
- 95% release after substantial completion of development, when there is no additional siltation anticipated, and the City has been provided an engineer's certification that they have completed field grid calculations and the basin will perform as designed. The basin must be fully vegetated.

#### Siltation Control and Erosion Control

- 50% release after initial and proper installation of required erosion control and siltation control devices, including standpipes, silt fence, settling ponds, and/or check dams.
- 95% release after substantial completion, satisfactory ground cover throughout development, and removal of siltation control features.

#### Common Ground Seeding and Island Sodding

- 95% release after inspection.

#### Fence

- 95% release after inspection.

#### Grading, Sink Hole Treatment, and Permanent Lake

- 95% release after inspection.

#### Monumentation

- 95% release after receipt of engineer's certification of monument installation in accordance with recorded plats, and field verification by Engineering Construction Inspector. Any exceptions should be noted on the certification and should be set as required by State law.

#### Retaining Walls

- 95% release after inspection of proper grading (swales at top of wall) and receipt of approved certificate of final inspection from St. Louis County.

### Street Lights

- 95% release upon acknowledgement from Ameren/UE of an executed contract for installation and payment of fees; or proper installation of lights and copy of paid electric or utility bill for service.
- Maintenance deposit for street lights will be released after written acknowledgment is received from AmerenUE that they have assumed responsibility for maintenance and repair of all street lights.

### Turnaround

- 95% release after inspection
- 100% release after establishment of an escrow for a street extension which precludes the need for installation of the turnaround.

### Removal of Turnaround (incl. replacement of sidewalk, and re-vegetation)

- 95% release after inspection
- 100% release after establishment of a special cash escrow for this item.

### Water Mains

- 95% release after acknowledgement from Missouri American Water Company of an executed contract for installation and payment of fees, or acceptance of improvements.
- Maintenance deposit for water main will be released after Missouri American Water Company accepts the main as part of its system.

### Emergency Access

- 95% release after inspection

### Miscellaneous Improvements Required (Club House, Swimming Pool, Gates)

- 95% after inspection and receipt of occupancy permit from St. Louis County for structural items.

LOMR and Elevation Certificates

- 100% release after receipt of required LOMR or Elevation Certificate(s).
- The costs of these items will not be included in the maintenance deposit.

Other Agency Improvements

Improvements that are escrowed for the benefit of other agencies such as arterial street improvements or other off-site facilities, will be released on a proportional basis after written authorization is received from the appropriate agency.

Maintenance deposit for facilities accepted into other agency's systems will be released after acceptance by the appropriate agency.

RECOMMENDED BY:

*McTeir*

Department Head/Council Committee (if applicable)

*6-10-04*  
Date

APPROVED BY:

City Administrator

*Michael J. Fleming*

City Council (if applicable)

*6/7/04*

Date

*6/11/04*  
Date

**CITY OF CHESTERFIELD  
POLICY STATEMENT**

**PUBLIC WORKS**

**NO.** 32

**SUBJECT** Escrow Management  
(formerly Procedure for Escrow Extension / Attachment)

**INDEX** PW

**DATE  
ISSUED** 9/9/1998

**DATE  
REVISED** 6/7/2004

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The Department of Public Works is responsible for management of subdivision construction and maintenance deposits, including extensions of terms, enforcement actions and attachment of escrows. All deposit agreements, extensions and releases must be in a form acceptable to the City Attorney. Deposit agreements and obligations thereunder are not assignable by the developer.

- I. Construction escrows are generally approved for an initial term of 2 years; however, the Director of Public Works may recommend a shorter term.
  - A. The developer is responsible for assuring that the improvements are completed within the term of the escrow.
  - B. The developer is solely responsible to timely request an extension -- at least 60 days in advance of the expiration of the term of the escrow - if improvements cannot be completed within the term of the escrow
  - C. No right to any extension shall exist or be assumed.
  - D. The Department of Public Works may send an advisory notice of the pending expiration, but failure to receive such notice does not relieve the developer of his responsibility to request an extension.
  - E. A non-refundable fee of \$100 is collected for any amendment or extension to a letter of credit.
  - F. If a letter of credit is allowed to expire, the remaining balance shall immediately be payable to the City of Chesterfield, without condition.
- II. The Department of Public Works may grant an extension to the term of a construction deposit for a period of up to one year.
  - A. The City Attorney must approve the extension of all guarantees
  - B. The Director of Public Works may require certain actions as a condition of any extension.
    1. Completion of certain items
    2. Execution of a new agreement
    3. Recalculation of deposit amounts
    4. Payment of sums due the City
    5. Satisfaction of new code requirements
    6. Other reasonable conditions as needed to comply with Section 1005.080 of the Zoning Ordinance

- III. The scope of maintenance deposits begins upon commencement of installation of required improvements and endures until the latter of 12 months after the occupancy permits have been issued on 80% of the lots in the subdivision plat or 12 months after completion of the subdivision and acceptance/approval of all required improvements.
- A. Maintenance includes repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (other than materials to be used for construction on the lot on which they are located or as permitted by the site plan) and snow removal.
  - B. Maintenance obligations for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvement is accepted by the City or appropriate agency for dedication.
  - C. Irrespective of other continuing obligations, the developer's snow removal obligations terminate on the date a street is accepted by the City for public maintenance.
  - D. Maintenance deposits are subject to the immediate order of the Director of Public Works to defray or reimburse any cost to the City of maintenance or repair of improvements the developer fails to perform.
  - E. Where the maintenance deposit has been drawn upon by the City of Chesterfield for maintenance or where the amount remaining is determined to be insufficient, the Director of Public Works may require the maintenance deposit to be replaced or replenished by the developer.
  - F. In determining the amount of maintenance deposit that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for maintenance of the improvement shall not be included.
- IV. Failure to complete and/or maintain the improvements in a timely and professional manner or provide schedules or other information requested may result in the developer being declared in default.
- A. In emergency circumstances or where action is otherwise required before written notice can be provided, the Director of Public Works may have maintenance work performed without written notice to the developer.
    - 1. If possible, the developer should be given the opportunity to perform any maintenance within a stated timeframe before the City has such maintenance performed.

2. Any costs to the City shall be reimbursed from the deposit as outlined under Section III-D.
  3. If remaining sums in deposit are determined to be insufficient, the deposit shall be replaced or replenished as outlined under Section III-E.
- B. In non-urgent circumstances, the Director of Public Works will provide the developer with written demand and opportunity to perform maintenance or to show cause within not less than 10 days why he should not be declared in default.
- C. If the developer is declared in default, any one or more of the following actions may be taken.
1. No building or other permit shall be issued to the developer in the subdivision.
  2. The Director of Public Works may suspend the right of anyone to build in the subdivision by issuance of a stop work order (SWO) stating the provisions of the Subdivision Ordinance being violated.
    - a. Also suspended - issuance of building permits and occupancy permits on any portion of the site, and all inspections and plan review related to any work on the site
    - b. Except in emergency situations, 10 days written notice of an order under this subsection shall be given (may be concurrent with notice under B above)
      1. Copies to all know sureties as appropriate
      2. Record affidavit of such notice with Recorder of Deeds
    - c. Final order served upon developer
      1. Copies to issuer/holder of surety as appropriate
      2. Copy recorded with the Recorder of Deeds
      3. Conspicuously and prominently posted at the subdivision
    4. Minimum language below may be supplemented:

THIS SUBDIVISION, (name of subdivision), HAS BEEN DECLARED IN DEFAULT BY THE CITY OF CHESTERFIELD DIRECTOR OF PUBIC WORKS. NO DEVELOPMENT, CONSTRUCTION, BUILDING OR DEMOLITION IN ANY MANNER SHALL TAKE PLACE WITHIN THE LIMITS OF THIS SUBDIVISION UNTIL SUCH TIME AS THE CITY OF CHESTERFIELD DIRECTOR OF PUBLIC WORKS REMOVES THIS PROHIBITION. ANY DEVELOPMENT, CONSTRUCTION, BUILDING OR DEMOLITION IN ANY MANNER WHILE THIS PROHIBITION IS IN EFFECT IS ILLEGAL AND SHALL BE ENFORCED PURSUANT TO THE SUBDIVISION ORDINANCE SECTION 1005.080, CITY OF CHESTERFIELD REVISED ORDINANCES.
  - d. Order may be rescinded in whole or in part

3. The developer may be required to submit additional cash sums guaranteeing the completion and/or maintenance of improvements after recalculation to allow for any inflated or increased costs of constructing, maintaining, and/or redesigning the improvements.
4. The balance of the deposit agreement may be required to be forfeited and paid to the City, placed in a trust and agency account, and used to complete and/or maintain improvements per the approved improvement plans or other appropriate purpose in the interest of public safety, health and welfare. See Section VI regarding attachment of escrows below for procedure.
5. The Director of Public Works may suspend the rights of the developer, or any related entity, to construct structures in any development platted after the effective date of such suspension throughout the City.
  - a. A developer is a related entity of another if 1) either has a principal or controlling interest in the other, or 2) any person, firm, corporation, association, partnership, or other entity with a controlling interest in one has a principal or controlling interest in the other. ID shall be supported by documentation from Secretary of State.
  - b. 10 days written notice of an order under this subsection shall be given
    1. Copies to all know sureties as appropriate
    2. Record affidavit of such notice with Recorder of Deeds
  - c. Final order served upon developer
    1. Copy to surety as appropriate
    2. Copy recorded with the Recorder of Deeds
6. The Director may recommend that the City Attorney take appropriate legal action and may also withhold any building or occupancy permits to this developer or related entities until such noncompliance is cured.
7. The City shall also have the right to partially or wholly remedy the deficiencies or breached obligations by set-off of any funds or assets otherwise held by the City of the developer to the maximum extent permitted by law.
  - a. Written notice shall be provided to the developer by the Director of Planning or Director of Public Works
  - b. Developer shall pay the City's costs, including reasonable attorney's fees, of enforcing such agreement in the event he is judicially determined to have violated any provision of the subdivision ordinance or agreement
  - c. Developer may file an appeal to any decision under the City's administrative review procedure

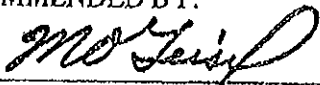
- D. Any developer, or related entity, that has a subdivision improvement guarantee that is in default, including escrow, fees, or bond shall be subject to:
  - 1. The provisions of items C2 and C5 above
  - 2. Suspension of rights of the developer, or any related entity, to receive development approval, including, but not limited to, approval of any plat or deposit agreement for new or further development in the City. The suspension will be rescinded only when the Director of Public Works is convinced that completion and maintenance of the improvements is adequately assured.
- V. Failure to complete the improvement obligations within the time provided by the agreement, including payment of funds to the City due to such failure, or expiration of a letter of credit, shall be deemed an automatic act of default entitling the City to all remedies without further or prior notice.
- VI. If, in the opinion of the Director of Public Works the developer has not proceeded to complete the required improvements in a conscientious, expeditious, and professional manner and/or the developer has not responded to requests for schedules, information, or other related information relative to the completion of improvements, the Department of Public Works will forward a recommendation to the Public Works/Parks Committee to attach escrows.
  - A. The Director of Public Works prepares and forwards a memo to Committee, recommending the City attach the escrow.
  - B. The list of deficiencies is forwarded to the Committee at this time. The Director of Public Works will provide information to the Committee as to the current level of funds escrowed and a preliminary opinion of the adequacy of remaining escrowed funds to complete the required improvements. Inasmuch as the Department may have to complete engineering designs, and review construction alternatives, it is recognized that these cost estimates are preliminary and are dependent upon the final design and construction methods employed.
  - C. Attach escrow, if approved by PW/P Committee
    - 1. Finalize scope of work and estimate of cost
    - 2. If required, notify developer to deposit additional funds in escrow. Copy surety. Developer should be given 30 calendar days to comply. The Department of Public Works should anticipate taking action within 45 calendar days of the original notification.
    - 3. Notify surety by certified mail to pay the estimated amount.

- D. Have work completed by City forces or contract to have it completed.
1. Develop appropriate plans
  2. Follow City procurement guidelines to contract for work, if needed
  3. If previously approved by the Public Works/Parks Committee, and it becomes necessary to expedite all of, or certain portions of the required construction, the Department of Public Works may contract for services, equipment, materials, and labor on a time and materials basis, foregoing the advertising and bidding which would otherwise be required. Efforts should be made to secure competitive pricing for services, equipment, materials, and labor whenever practical. It is recognized that certain improvements are weather dependent and the purpose of this section is to provide relief whenever delays associated with the standard City procurement process would result in an undue hardship to the City and its residents.

E. Important notes

1. If actual costs exceed the estimate, the City is responsible for the difference.
2. The surety is liable for the amount of funds in escrow and then no longer responsible.
3. If the developer does not make the deposit required, the City sues him, not the surety, for that difference.
4. This can be a time consuming process.

RECOMMENDED BY:



Department Head/Council Committee (if applicable)

6-10-04

Date

APPROVED BY:

City Administrator



City Council (if applicable)

→ 6/7/04

Date

6/11/04

Date





## PLOT PLAN REVIEW

|              |  |
|--------------|--|
| SUBDIVISION: |  |
| LOT:         |  |

|                 |  |              |  |       |  |
|-----------------|--|--------------|--|-------|--|
| Submittal Date: |  | Reviewed by: |  | Date: |  |
|-----------------|--|--------------|--|-------|--|

|     |                                                          | Yes | No | N/A | Comments |
|-----|----------------------------------------------------------|-----|----|-----|----------|
| 1.  | Detention Basin                                          |     |    |     |          |
| a.  | Less than 60% of zoning authorizations issued            |     |    |     |          |
| b.  | More than 60% issued, and detention basin is operational |     |    |     |          |
| c.  | No additional permits authorized                         |     |    |     |          |
| 2.  | Easements                                                |     |    |     |          |
| 3.  | Storm Sewers                                             |     |    |     |          |
| 4.  | Spot Elevations                                          |     |    |     |          |
|     | Retaining Walls                                          |     |    |     |          |
| 6.  | Top of Foundation                                        |     |    |     |          |
| 7.  | Driveways                                                |     |    |     |          |
| 8.  | Drainage                                                 |     |    |     |          |
| 9.  | Driveway Apron Location                                  |     |    |     |          |
| 10. | Sight Distance Triangle                                  |     |    |     |          |
| 11. | Detention Basin Highwater                                |     |    |     |          |
| 12. | Plot Plan to Scale                                       |     |    |     |          |
| 13. | Record Plat on File                                      |     |    |     |          |
| 14. | Silt Control/Grading Permit                              |     |    |     |          |

If all items listed above are marked yes or N/A, sign and date the plot plan and return to the Planning Dept. Also, record the date of approval in the blue, "zoning authorizations" file on the form stapled to the inside of the file folder.

If any item listed above is marked no, write "REJECTED", the date and list the reasons for rejection on the plot plan. Return the plan to the Planning Dept.

## PLOT PLAN REVIEW

### 1) DETENTION BASIN:

No more than 60% of lots may be built if the corresponding detention basin is not finished. In this situation, return the unreviewed plot plan with the comment, "No additional permits can be authorized in this watershed until the detention basin is operational."

### 2) EASEMENTS:

Check that the easements on the record plat match those shown on the plot plan. No structures are allowed in easements.

### 3) STORM SEWERS:

Record storm sewers from the Improvement plans onto the plot plan.

### 4) SPOT ELEVATIONS:

Verify that the elevations shown on the grading plan correspond reasonably (1 to 2 ft., with allowance for overdig of foundation) to those shown on the plot plan.

### 5) RETAINING WALLS:

Check that any proposed retaining walls are in accordance with comment 40.70.8 (page 40.70-4) of the St. Louis County Design Criteria for the Preparation of Improvement Plans.

### 6) TOP OF FOUNDATION:

Check that the TF given on the plot plan corresponds reasonably to the proposed TF from the Improvement plan.

### 7) DRIVEWAYS:

Check that the proposed driveway slope is less than 15%, and that storm water runoff is not directed toward the structure.

### 8) DRAINAGE:

Check that the planned drainage routes on the plot plan agree with the drainage area plan. If the proposed house is within a drainage area that drains away from the street, add the standard comment, "Do not direct roof drains to street."

### 9) DRIVEWAY APRON LOCATION:

Verify that the driveway apron is no less than 5 ft. from any street sewer inlet. In addition, check that the driveway width, at the R.O.W. line, is no more than 25 ft. (for a 2-car garage) or 31 ft. (for a 3-car garage). Also check that the driveway width, at the R.O.W. line, is no less than 10 ft. (12 ft. if the distance between the sidewalk and street is less than 4 ft.).

### 10) SIGHT DISTANCE TRIANGLE:

For corner lots, check that the proposed house and driveway do not cross the sight distance triangle. A picture of the sight distance triangle may be found on page 40.35-1 of the St. Louis County Design Criteria for the Preparation of Improvement Plans. In addition, verify that the driveway apron is no less than 10 ft. from a street corner radius point.

### 11) DETENTION BASIN HIGHWATER:

The proposed inhabitable structure must be at least 30 ft. horizontally from the 100 year high-water and the lowest sill must be 2 ft. vertically from the 100 year high-water.

FOR ISOLATED LOTS IN PREVIOUSLY DEVELOPED SUBDIVISIONS, ADD A NOTE TO THE PLAN REQUIRING SILTATION CONTROL MEASURES AS A CONDITION OF APPROVAL. ALSO DETERMINE IF MORE THAN 5,000 SF OF AREA OUTSIDE THE BUILDING WILL BE DISTURBED. IF SO, A GRADING PERMIT APPLICATION AND \$1,500 SURETY ARE REQUIRED FOR A GRADING PERMIT TO BE ISSUED.

\*Skip numbers 4,6,7, and 8 if no elevations are shown on the plot plan.





~~Recommend~~ ~~Delete~~

**CITY OF CHESTERFIELD  
POLICY STATEMENT**

**PUBLIC WORKS**

**NO. 36**

**SUBJECT** Street Cross Section

**INDEX PW**

**DATE**  
**ISSUED** 2/1/1999

**DATE**  
**REVISED**

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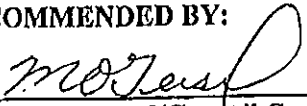
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**POLICY**

For those specific instances where the Fire District requires a 32-foot wide street due to singular ingress and egress, a seven (7) foot separation between the sidewalk and curb shall be required and the right-of-way shall be a minimum of 56 feet wide.

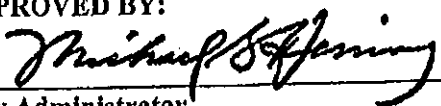
In addition, as an alternative, divided boulevard style streets with separate travel lanes designed independently, shall be allowed to better accommodate existing topography.

**RECOMMENDED BY:**

  
\_\_\_\_\_  
Department Head/Council Committee (if applicable)

3/10/99  
Date

**APPROVED BY:**

  
\_\_\_\_\_  
City Administrator

3-10-99  
Date

\_\_\_\_\_  
City Council (if applicable)

\_\_\_\_\_  
Date

Existing Policy  
Recommend Replace

CITY OF CHESTERFIELD  
POLICY STATEMENT

PUBLIC WORKS

NO. 37

SUBJECT Streambank Erosion Assistance

INDEX PW

DATE  
ISSUED 2/1/1999

DATE  
REVISED

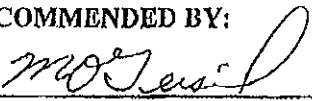
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POLICY

The Department of Public Works staff shall assist property owners with streambank erosion problems in the following manner:

- Meetings – an engineer will initially meet with residents as concerns are reported; providing (1) flowchart depicting the permitting process, (2) identify agencies involved, and (3) a standard package of manufacturers literature of erosion control products.
- Brochure - a standard brochure to explain erosion control issues shall be distributed from the Public Works department as requested and needed. The brochure will explain erosion control issues, define responsibilities, and identify the negative consequences associated with individual efforts.
- Articles – periodic articles shall be prepared for the Citizen newsletter to assist and direct residents with these problems.

RECOMMENDED BY:

  
Department Head/Council Committee (if applicable)

3/10/99  
Date

APPROVED BY:

  
City Administrator

3-10-99  
Date

City Council (if applicable)

\_\_\_\_\_  
Date

# CITY OF CHESTERFIELD POLICY STATEMENT

|                                              |                       |    |
|----------------------------------------------|-----------------------|----|
| <b>PUBLIC WORKS</b>                          | <b>NO.</b>            | 37 |
| <b>SUBJECT</b> Streambank Erosion Assistance | <b>INDEX</b>          | PW |
| <b>DATE</b> 2/1/1999                         | <b>DATE</b> 2/15/2017 |    |
| <b>ISSUED</b>                                | <b>REVISED</b>        |    |

## POLICY

Most creeks and streams are located on private property or common ground. While the City of Chesterfield will not directly address erosion problems on private property, the City will assist residents in the following manner:

- **Meetings** – a City representative (generally the City Engineer, a Civil Engineer, or a Senior Engineering Inspector) will meet with residents who report an erosion concern. During that meeting the City representative will review the site / property, explain what is occurring, and identify the public agency or agencies, if any, having jurisdiction over the problem area.
- **Information** – the City representative will provide the resident a standard brochure which explains how erosion occurs, who is responsible for addressing erosion problems, the negative consequences associated with inappropriate erosion control efforts, and a list of effective erosion control products.
- **Articles** – the City Engineer shall periodically prepare articles for the Citizen newsletter to assist and direct residents with these problems.

## RECOMMENDED BY:

\_\_\_\_\_  
Department Head/Council Committee (if applicable)

\_\_\_\_\_  
Date

## APPROVED BY:

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Council (if applicable)

\_\_\_\_\_  
Date

## WHO IS RESPONSIBLE FOR A CREEK OR STREAM?

Responsibility for water contamination and water flowing in it can be shared among many parties.

Water flowing over the land of others are stream channels. The National Water Pollution Control Act requires that a benefit be derived from the use of the land. The agencies which protect water quality are the National Water Pollution Control Act, the Clean Water Act, and the Clean Air Act. The Clean Water Act requires that a benefit be derived from the use of the land.

These agencies include the following:

- > The City of Chesterfield
- > The Missouri State Water District (MSWD)
- > The Missouri State Highway Department (MOHD)
- > The Department of Natural Resources (DNR)
- > The Environmental Protection Agency (EPA)

Responsibility for water contamination and water flowing in it is shared among many parties. The National Water Pollution Control Act requires that a benefit be derived from the use of the land. The agencies which protect water quality are the National Water Pollution Control Act, the Clean Water Act, and the Clean Air Act. The Clean Water Act requires that a benefit be derived from the use of the land.

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## DON'T DUMP!

It's unacceptable to dump anything (tires, debris, plastic, trash, and other debris) into our waterways. This includes "organic" material such as rock, leaves, and grass. When yard waste (grass, leaves, pet waste, etc.) is deposited near the stream, it begins to rob the water of critical, life-giving oxygen. As a result, fish kills can occur while the stream becomes unsightly and foul smelling. Further, the yard waste material will suffocate grass and vegetation attempting to grow along the stream bank, exacerbating erosion problems.

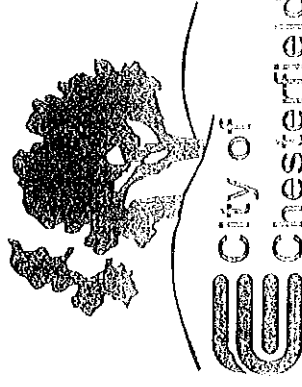
Dumping concrete and rocks in the stream to build artificial walls can accelerate stream bank erosion!

## DID YOU KNOW?

- > Over 65% of our drinking water comes from streams and rivers.
- > From space, rivers and streams look like veins on the Earth's surface.
- > Rivers and streams have many purposes. Farmers sometimes build canals and dams to catch the water and use it for crops.



## INTRODUCTION TO STREAM MANAGEMENT



## CITY OF CHESTERFIELD PUBLIC WORKS DIVISION

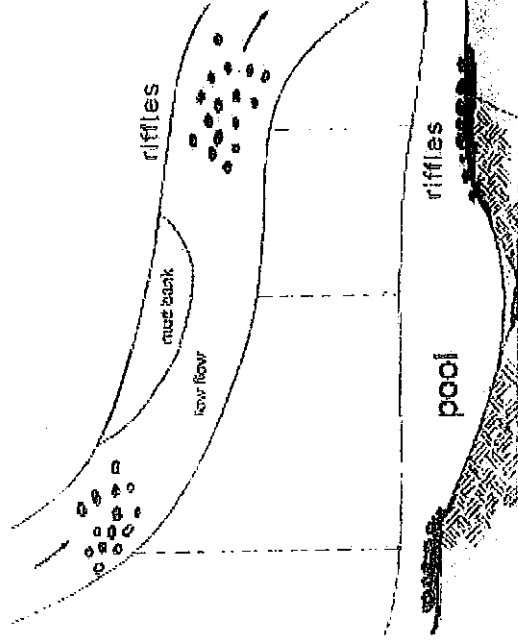
P/636.537.4000

F/636.537.4796

chesterfield.mo.us

## RIVER CHANNELS WORK

In our area, undisturbed streams are comprised of alternating spaced, deep and shallow areas called pools and riffles. Pools are deep areas that often contain fine materials such as sand, and a perfect resting spot for fish. Riffles are shallow, fast moving areas that often contain larger materials like cobbles and boulders. These areas provide important habitat for small aquatic animals and eggs. As well as serving as fish spawning, another important function of stream is an active floodplain.



Source: American River Watershed 4/9

## ACTIVE FLOODPLAINS

- Reduce downstream flooding by storing excess storm water.
- Recharge and filter groundwater so streams can maintain flow in dry weather
- Reduce pollution by allowing sediment, bacteria, and fertilizers to settle out and be utilized by plants.
- Reduce stream bank erosion by relieving energy in the channel.

## WHY DO STREAMS MEANDER?

It's a balancing act! All streams transport water along with bed materials like soil and rocks. By meandering, streams can balance the work involved in carrying the bed materials and the energy of transporting the water.

## HOW MUCH WILL A STREAM MEANDER?

The size of the meander is related to the slope of the stream and the size of the watershed (area of land draining to the stream). Steep mountain streams hardly meander at all, while large rivers in flat valleys often have large meanders.

*Even water flowing through a pipe at low flow will meander!*

## WHAT HAPPENS WHEN A STREAM IS STRAIGHTENED AND CANNOT MEANDER?

Streams are not pipes. When we eliminate natural meanders in streams and attempt to "confine" the stream into a straight line, the effects are often dramatic. Excessive energy often becomes trapped in the stream channel. Erosion increases as the stream attempts to recreate the missing meanders. Floodplains often become disconnected from the stream and downstream landowners are at a greater risk of flooding and erosion.

## IS STREAM BANK EROSION NATURAL?

Even streams in balance erode, but usually not in a way that degrades the stream. In a healthy stream, the amount of material eroded equals the amount of material deposited. If a stream begins to erode excessively, it may be out of balance. Increased storm water runoff upstream may start a downward cutting process which leads to unstable, eroding stream banks.

## DON'T YOU LIVE IN THE BUFFER ZONE?

A stream's buffer zone is the area of land adjacent to the strip of natural vegetation along the stream that is undisturbed and free from the effects of agriculture, development, logging, the energy of wind, and other negative human impacts. They look nice and natural, but they actually have a very important function. The buffer zone protects the stream and its riparian habitat by catching up with the flood and sediment that is produced by the plume and preventing it from washing into the stream. It also holds the soil in place.

Source: American River Watershed 4/9

Water can move mountains! Consider the San Joaquin Mountains were once higher than the Rockies! Mountains healthy buffer along the stream is important. Protecting it from changes in the watershed upstream or our property

## HOW WIDE IS A HEALTHY BUFFER ZONE?

Ideally, a healthy buffer zone should be large enough to accommodate a naturally meandering stream for many years to come, regardless of upstream changes in the watershed. Streams tend to meander slowly, predictably, with cut bank known as their "cut apex" first side of the bend which related to the size of the watershed draining to the stream.

Unfortunately, in urban areas, where urbanization has cut widths often exceed the width of the property. A rule of thumb often used in analyzing a stream's buffer width is three times the width of the stream.

## HEALTHY BUFFER ZONES

- Stabilize stream banks
- Increase property values
- Provide wildlife habitat
- Provide shade to keep the stream at cool temperatures for healthy aquatic communities.

**CITY OF CHESTERFIELD  
POLICY STATEMENT**

**PUBLIC SERVICES**

**NO. 38**

**SUBJECT** Street Snow Removal Recoupment  
Program - Eligible Cost Formula

**INDEX PW**

**DATE**  
**ISSUED** 8/16/1999 (original)

**DATE**  
**REVISED** 10/21/2013

---

**POLICY**

Owners of un-gated, improved and platted private streets in subdivided developments are eligible for reimbursement of expenses incurred for snow removal.

This program is based upon private streets located within non-gated, single family residential developments, and condominium developments. It does not include commercial subdivisions or apartments. Within these developments, City staff will distinguish between private streets, alleys, and parking areas.

The funding formula is intended to provide reimbursement for reasonable and customary expenses for snow removal and deicing efforts on private streets, for participating subdivisions during a typical winter season.

Reimbursements will be limited based on a formula of \$40 per residential unit or \$4,500 per centerline mile of private street, whichever is larger.

The Snow Removal Reimbursement Program will be funded annually, in the amount of \$145,000 from the General Fund, subject to annual appropriation by City Council.

In the event of a "severe season", defined as a season during which the City of Chesterfield receives thirty or more inches of snow, as measured by the National Oceanic and Atmospheric Administration (NOAA), City Staff will provide City Council information as to the amount of supplemental funding necessary to provide for reimbursement at the 80<sup>th</sup> percentile value for each category of reimbursement.

**CITY OF CHESTERFIELD**  
**POLICY STATEMENT (continued)**

**PUBLIC SERVICES**

**NO. 38**

**SUBJECT** Street Snow Removal Recoupment  
Program - Eligible Cost Formula

**INDEX PW**

**DATE**  
**ISSUED** 8/16/1999 (original)

**DATE**  
**REVISED** 10/21/2013

---

City Council would subsequently decide what level of supplemental funding would be provided through a Fund Transfer from the General Fund - Fund Reserves, if any.

**RECOMMENDED BY:**

Recommended by the Planning and Public Works Committee 10/10/2013 \_\_\_\_\_  
Department Head/Council Committee (if applicable) Date

**APPROVED BY:**

\_\_\_\_\_  
City Administrator Date  
  
Approved by City Council 10/21/2013 \_\_\_\_\_  
City Council (if applicable) Date

**CITY OF CHESTERFIELD  
POLICY STATEMENT****PUBLIC SERVICES****NO. 38****SUBJECT** Street Snow Removal Recoupment  
Program - Eligible Cost Formula**INDEX PW****DATE**  
**ISSUED** 8/16/1999 (original)  
10/21/2013 (most recent revision)**DATE**  
**REVISED** 2/15/2017

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Reimbursements will be limited based on a formula of \$40 per residential unit or \$4,500 per centerline mile of private street, whichever is larger.

The Snow Removal Reimbursement Program will be presented to the Planning and Public Works Committee each fall to determine the amount to be funded for the upcoming winter season. The recommended allocation will subsequently be submitted to the full City Council for authorization.

Once the winter season has concluded, the City Staff shall determine if the season qualifies as a "severe season", defined as a season during which the City of Chesterfield receives thirty or more inches of snow, as measured by the National Oceanic and Atmospheric Administration (NOAA). If a "severe season" has occurred, City Staff will provide City Council information as to the amount of supplemental funding necessary to provide for reimbursement at the 80<sup>th</sup> percentile value for each category of reimbursement.

**CITY OF CHESTERFIELD**  
**POLICY STATEMENT (continued)**

**PUBLIC SERVICES**

**NO.** 38

**SUBJECT** Street Snow Removal Recoupment  
Program - Eligible Cost Formula

**INDEX** PW

**DATE**  
**ISSUED** 8/16/1999 (original)  
10/21/2013 (most recent revision)

**DATE**  
**REVISED** 2/15/2017

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City Council would subsequently decide what level of supplemental funding would be provided through a Fund Transfer from the General Fund – Fund Reserves, if any.

**RECOMMENDED BY:**

\_\_\_\_\_  
**Department Head/Council Committee (if applicable)**

\_\_\_\_\_  
**Date**

**APPROVED BY:**

\_\_\_\_\_  
**City Administrator**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**City Council (if applicable)**

\_\_\_\_\_  
**Date**

CITY OF CHESTERFIELD  
POLICY STATEMENT

PARKS AND RECREATION

NO. 39

SUBJECT Park Rules and Regulations

INDEX PW

DATE

ISSUED 5/3/1999

DATE

REVISED 8/3/2009

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POLICY

See attached Park Rules and Regulations

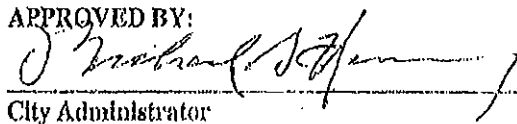
RECOMMENDED BY:



Department Head/Council Committee (if applicable)

8/10/09  
Date

APPROVED BY:



City Administrator

8/12/09  
Date

City Council (if applicable)

Date

CITY OF CHESTERFIELD  
POLICY STATEMENT

PUBLIC WORKS

NO. 40

SUBJECT Vertical Curbs

INDEX PW

DATE  
ISSUED 10/25/1999DATE  
REVISED

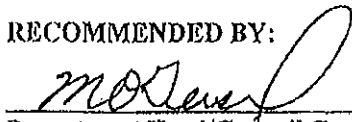
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POLICY

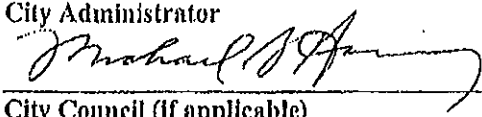
In conjunction with residential slab replacement projects, median/island rolled curbs shall be replaced with vertical curbs. City staff will notify trustees of the conversion prior to construction, so they will have an opportunity to voice any objections or concerns.

RECOMMENDED BY:

  
\_\_\_\_\_  
Department Head/Council Committee (if applicable)10/28/99  
\_\_\_\_\_  
Date

APPROVED BY:

City Administrator

  
\_\_\_\_\_  
City Council (if applicable)

Date

10/18/99  
\_\_\_\_\_  
Date

Existing Policy  
Recommend No Change

CITY OF CHESTERFIELD  
POLICY STATEMENT

PUBLIC WORKS

NO. 41

SUBJECT Sanitary Sewer Lateral Tax Refund  
Program

INDEX PW

DATE  
ISSUED 11/06/2000

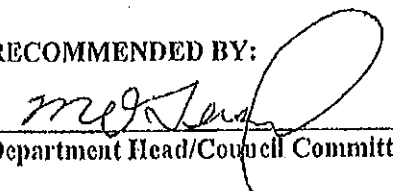
DATE  
REVISED

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POLICY

The Sanitary Sewer Lateral Repair Program only applies to those buildings with six (6) or less units. The St. Louis County Department of Revenue has included the \$28 per year fee in the real estate tax bill for all property assessed as residential whether they qualify for the program, or not. The City of Chesterfield will refund the \$28 fee to those residents who have paid the fee, but are not eligible for the program.

RECOMMENDED BY:

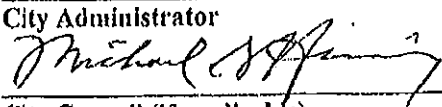
  
Department Head/Council Committee (if applicable)

Date

12/4/00

APPROVED BY:

City Administrator

  
City Council (if applicable)

Date

Date

12/5/00

CITY OF CHESTERFIELD  
POLICY STATEMENT

Existing Policy  
Recommend no change

PUBLIC WORKS

NO. 42

SUBJECT Pavement Specification & Acceptance  
Policy

INDEX PW

DATE  
ISSUED 2/5/2001

DATE  
REVISED 01/17/2007

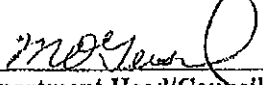
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POLICY

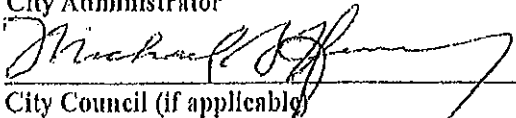
Two policy statements dated 01/17/2007, related to Pavement Specifications and acceptance are attached: one for New Development and one for Work Contracted by the City.

RECOMMENDED BY:

  
\_\_\_\_\_  
Department Head/Council Committee (if applicable)

1/17/07  
\_\_\_\_\_  
Date

APPROVED BY:

City Administrator  
  
\_\_\_\_\_  
City Council (if applicable)

\_\_\_\_\_  
Date  
1/17/07  
\_\_\_\_\_  
Date

**City of Chesterfield**  
**Pavement Specification & Acceptance Policy**  
**for**  
**New Development**

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| 9. Concrete Finishing      | 4           |
| 10. Saw Cutting            | 5           |
| 11. Curing                 | 5           |
| 12. Joint Sealing          | 5           |
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**SECTION 1. INTRODUCTION**

- A. In the following sections, provisions apply to both concrete and bituminous pavements unless otherwise stated. The provisions for concrete apply equally to concrete pavement and concrete curb and gutter constructed as part of asphalt pavement.

**SECTION 2. CONCRETE**

- A. Concrete shall have a minimum of 6.00 sacks (565 lbs.) of Portland Cement (ASTM C 150, Type I) per cubic yard of concrete.
- B. Concrete coarse aggregate shall consist of limestone aggregate from a MoDOT inspected and approved source. Limestone aggregate for pavement concrete shall be in accordance with Section 1005 of the "Missouri Standard Specifications for Highway Construction, 2004". Coarse aggregates containing in excess of 6% total deleterious material are prohibited.

- C. Concrete fine aggregate shall be Class A sand in accordance with Section 501.2.2.2.1 and Section 1005.2 of the "St. Louis County Standard Specifications for Highway Construction, January 1, 1997." Note that fine aggregates for concrete to be used in sidewalks and drive approaches shall, in addition to meeting the requirements of section 1005.2, be free from coal and lignite materials as determined by AASHTO 113.
- D. Approved Class C or F fly ash may be used to replace up to 15 percent of the cement on a pound for pound basis in all concrete except concrete designed for high early strength. Fly ash shall not exceed 15 percent by weight of the total cementitious material (fly ash and cement).
- E. Water to cement ratio shall not exceed 0.47. The water to cement ratio shall be calculated using the total weight of cementitious material. No water shall be added to the concrete mix once it leaves the batch plant without the City's approval.
- F. Maximum three-inch (3") slump when placed with a slip-form paver and maximum four-inch (4") slump when placed using forms, per ASTM C-143.
- G. Concrete shall have 5% to 8% air content (by volume).
- H. Hand mixing of concrete will not be permitted.
- I. ~~The use of an approved admixture may be permitted upon written request by the Developer.~~  
The use of any admixture will be by approval of the Director of Public Works/City Engineer and contingent upon satisfactory performance of the work; permission for its use may be withdrawn at any time satisfactory results are not obtained.
- J. All streets within a development shall be constructed in accordance with the approved improvement plans for that development. All residential streets shall be constructed to the minimum required thickness, unless the approved improvement plans indicate a greater thickness.

### SECTION 3. BITUMINOUS PAVEMENTS

- A. Bituminous pavements and base courses, except as modified herein, shall be constructed in accordance with "St. Louis County Standard Specifications for Highway Construction, January 1, 1997."
- B. The final surface layer shall be laid in a continuous sequence over the entire project constructed in a single operating day. The contractor shall arrange operations in such a manner to avoid cold joints, either transverse or longitudinal. When cold joints cannot be prevented, transverse cold joints should be constructed as opposed to longitudinal cold joints.

#### SECTION 4. ROCK BASE

- A. During excavation for the rock base, the grade shall be scarified to facilitate drying or moistened as necessary to permit proper compaction. Prior to placement of the geotextile fabric and rock base, the grade shall be uniform, rolled and compacted to not less than ninety percent (90%) of the maximum density as determined by the Modified Proctor Test AASHTO T-99 (ASTM D-1557-78). The City may, at its sole discretion, accept proof rolling as evidence of compactive effort in lieu of in place density tests.
- B. Rock base shall be Type 5 Aggregate, per Section 1007 of the "St. Louis County Standard Specifications for Highway Construction, January 1, 1997." The rock base shall be placed on the graded and compacted subgrade, then shaped and compacted to not less than ninety percent (90%) of the maximum density as determined by the Modified Proctor Test AASHTO T-99 (ASTM D-1557-78). Soft spots and unstable areas resulting from the contractor's operation and sequence of work shall be removed and replaced with an approved material.

#### SECTION 5. FABRIC

- A. Geotextile fabric shall be rolled out in the direction of the traffic lane with all edges overlapping by at least eighteen inches (18") under the 4" compacted rock base.
- B. Fabric specifications and characteristics shall be determined and approved by the Director of Public Works/ City Engineer.

#### SECTION 6. UNDERDRAINS

- A. Install and connect four-inch (4") diameter perforated drains at all inlets to provide a way for water to exit from beneath the pavement. Underdrains help prevent prolonged pavement exposure to water, pumping, deflection cracking, faulting and frost action. Underdrain details are to be approved by the Director of Public Works/City Engineer.

#### SECTION 7. CONCRETE PLACEMENT

- A. Concrete shall not be placed until rock base and/or forms have been checked for line and grade. Vertical control stakes set by a registered land surveyor are required on each side of the proposed pavement. Cut sheets shall be provided to the City.
- B. Steel tie bars (epoxy coated deformed steel bars, ASTM A 615, Grade 40 or 60, 5/8" diameter, 30" long, @ 30" centers) shall be installed at longitudinal joints.
- C. Steel dowel pins (epoxy coated smooth steel bars, ASTM A 615, Grade 40 or 60, 5/8" diameter, 16" long, @ 18" centers) shall be installed at transverse cold joints and where new pavement ties to existing pavement.

- D. Moisten rock base if necessary, to provide a uniform dampened condition at time concrete is placed. Place concrete on the prepared rock base in a manner to avoid segregation and contamination. Concrete vibrators of an internal type shall be used to consolidate concrete. The vibrators shall be capable of providing a minimum of 4,500 impulses per minute.
- E. A construction joint must be installed if concrete placement is interrupted for more than ½ hour or if, in the opinion of the City's inspector, a cold joint has formed.
- F. The paving contractor shall be responsible for all layouts and placement work necessary to maintain positive and proper drainage of the finished pavement.

## SECTION 8. JOINTS

- A. All joints shall conform to Drawing C502.01, C502.02 and C502.03 of the Design Criteria for the Preparation of Improvement Plans - St Louis County Department of Highways and Traffic. All transverse joints shall be spaced a maximum of 15 feet apart.
- B. The maximum joint spacing for curb and gutter sections shall be ten (10) feet.
- C. All catch basins and sills shall be separated from the pavement by ½ inch pre-molded expansion joint material extending completely through the curb and pavement slab. If sump is blocked out, it must be tied back into the pavement slab. Steel tie bars and their placement shall be in accordance with Section 7 of this policy.
- D. Full-depth expansion joints shall be installed between the curb and driveway approaches.
- E. A tied keyway shall be provided along the centerline joint unless the pavement is poured full width. See Section 7 for information on bars required along all longitudinal joints.

## SECTION 9. CONCRETE FINISHING

- A. Under normal working conditions, moisture shall not be applied to the surface of the pavement in any form. Added finishing water shall be applied only as approved by the City inspector and only in the form of a fine pressure spray by hand methods.
- B. After surface irregularities have been removed, the finished concrete surface shall be given a uniformly roughened surface finish by the use of a broom. Brooms shall be drawn across the surface from the centerline towards each edge with the broom held perpendicular to the surface, with adjacent strokes slightly overlapping. The brooming operation shall be executed so that the corrugations will be uniform in appearance and not more than 1/8 of an inch in depth. Brooming shall be completed before the concrete is in a condition that it will be torn or unduly roughened and before the concrete has attained its initial set. Brooms shall be cleaned or replaced as often as necessary to attain the required surface texture. Upon completion of brooming, the surface shall be uniform in appearance and shall be free from

surplus water, rough or porous spots, irregularities, depressions, and other objectionable features.

#### SECTION 10. SAW CUTTING

- A. All transverse contraction joints and all longitudinal joints in concrete pavement shall be initially sawed with powered saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut joints into hardened concrete as soon as surface will not be torn, abraded, or otherwise damaged by cutting action. Joints shall be cut to a depth equal to at least 1/3 of the concrete thickness and a maximum width of 1/8".
- B. Full depth sawcutting is required at limits of pavement removal. Extreme care shall be exercised to avoid damage to adjacent concrete to remain.

#### SECTION 11. CURING

- A. Concrete shall be cured with a white pigmented membrane curing material, at a minimum rate of 150 square feet per gallon to completely cover the concrete surface. Curing compound shall be applied as soon as possible without damaging or marring the surface.

#### SECTION 12. JOINT SEALING

- A. Joints shall be sealed with materials that conform to ASTM D3405 for rubberized joint sealer, Federal specification SSS1401C. The sealing material shall be heated to the pouring temperature specified by the manufacturer, and any material which has been heated above the maximum safe heating temperature will be rejected. Prior to the placement of any joint seal material, the contractor shall provide a bill of material certification that the material meets the appropriate specification.
- B. Prior to sealing, all joints between concrete slabs shall be resawed to a 3/8" width by 1" depth. This sawing shall be done wet. The 3/8" cut shall be centered on the original 1/8" cut. The joints shall be pressure washed to remove all latency and foreign debris from the entire depth of the joint.
- C. Joints between concrete curb and gutter, sumps, etc., and asphalt pavement shall be sealed as directed by the City inspector.
- D. Immediately prior to crack sealing, all joints shall be dry and clean of dust and contaminants for proper adhesion of joint material.
- E. Joints shall be uniformly filled to a level just below the adjacent pavement surface. Care should be taken not to overfill the joints; any excess material shall be removed from the concrete surface.

- F. All joints are to be filled. This includes: 1) transverse joints, 2) longitudinal joints, 3) joints between the drive aprons and back of curb, 4) joints at storm sewers, and 5) joints between sidewalks and curbs.
- G. All joints shall be sealed before the pavement is open to traffic, including construction traffic, and as soon after completion of a minimum curing period of 48 hours, providing vehicles are not placed on the pavement when performing the sealing operation.

### SECTION 13. WEATHER CONDITIONS

- A. Concrete operations shall not continue: (1) when either the air temperature or the temperature of the surface on which is to be placed is below 40 degrees F, unless authorized by the Director of Public Works/City Engineer, (2) on any frozen surface, or (3) when weather conditions prevent the proper handling or finishing of the mixture.
- B. If approval has been granted by the Director of Public Works/City Engineer for concrete paving below 40 degrees F, the contractor shall perform paving operations in accordance with Public Works City Policy #11 (Winter Paving), which is hereby incorporated into this specification and acceptance policy.
- C. The weather limitations in section 404.6 of the "St. Louis County Standard Specifications for Highway Construction, January 1, 1997." shall be used for bituminous paving.

### SECTION 14. OPENING TO TRAFFIC

- A. Concrete pavement shall not be opened to normal traffic until the concrete has attained a minimum compressive strength of 3,500 psi, and is at least 120 hours old. Compressive strength will be determined by tests made in accordance with ASTM C-31 and C-39. Pavement shall be cleaned and joints sealed prior to opening to traffic.
- B. Opening of bituminous pavement shall be in accordance with section 404.9.4 of "St. Louis County Standard Specifications for Highway Construction, January 1, 1997."

### SECTION 15. TESTING AND ACCEPTANCE

- A. **Smoothness** – As soon as practicable, the center of each lane, parallel to the direction of travel, will be thoroughly straightedged by the City's inspector. All variations exceeding 3/8 in./10 ft. will be plainly marked, and those slabs shall be considered defective. Corrective action shall be accomplished by longitudinally diamond grinding or by use of an approved device designed for that purpose. The device shall be designed to improve the profile of the riding surface. The use of a bush hammer or other impact device will not be permitted. All corrective work shall be completed prior to determination of pavement thickness. However, removal and replacement will be required, if in the judgement of the Director of Public Works/City Engineer, an inordinate amount of defective slabs are found.

B. Thickness – Cores shall be taken from the newly placed pavement to determine thickness. For the purpose of determining constructed thickness of the pavement, cores will be taken at random intervals in each traffic lane at a minimum rate of one core per 400 lineal feet. In addition, cores will be taken at all locations where thickness measurements taken during construction indicate a thickness deficiency sufficient to justify a penalty, or at any other locations where, in the judgement of the City's inspector, a thickness deficiency may exist.

When the measurement of any core is deficient, additional cores will be taken ahead and back of the affected location until the extent of the deficiency has been determined. The thickness of any core taken shall be considered representative of the thickness of the monolithic pavement for a distance extending one-half the distance to the next core, measured along centerline, or in the case of a beginning or ending core, the distance will extend to the end of the monolithic pavement section. In any case, distance shall be adjusted to the nearest transverse joint.

If any core measurement is less than the thickness indicated on the construction plans, the developer will remove and replace the pavement at the developer's expense, or will be required to pay a penalty, as a special escrow, to the City for the deficiencies in thicknesses as noted on the following schedule. The choice of the alternate penalty under category 4 below will be at the sole discretion of the City. Penalties will be determined based on the escrow amount for "Streets", for that area of pavement represented by the failing core.

|            |                                                                   |
|------------|-------------------------------------------------------------------|
| category 1 | 0.1 inch – 10% of the S.Y. of "Streets".                          |
| category 2 | 0.2 inch to 0.4 inch - 20% of the S.Y. of "Streets".              |
| category 3 | 0.5 inch to 0.9 inch - 40% of the S.Y. of "Streets".              |
| category 4 | 1.0 inch or more - remove and replace, or 100% S.Y. of "Streets". |

C. Concrete Compressive Strength – sets of concrete test cylinders will be prepared and tested in conformance with ASTM C-31 and C-39 at regular intervals by City personnel, or designated representatives, to verify that the concrete as placed meets the City's specifications. The curing and testing of concrete cylinders will be done at the St. Louis County Department of Highways and Traffic Materials Testing Laboratory and will be considered the official test results. For the purpose of this section, test cylinders prepared on a Friday and taken to the testing lab on the following Monday will be considered as complying with the ASTM standards and procedures. Test results from other laboratories, from samples made by the developer's contractor or from samples taken at other locations will not be considered.

Sets of concrete test cylinders shall be taken at regular intervals and be representative of all concrete placed during the interval. If the locations of each set can be identified, the set will represent that area of pavement bounded by one-half ( $\frac{1}{2}$ ) the distance to the adjacent sets. If locations of sets are unable to be determined, each set will represent an equivalent percentage of the area poured that day (e.g. if 1,000 S.Y. of pavement are cast and 4 sets of cylinders are made, each set will represent 250 S.Y. of pavement.).

Deductions for deficient concrete strength will only be imposed if any one of the following conditions is met:

- 1) Average strength below 4,000 psi,
- 2) Any two (2) sets or 5% or more of the total sets, whichever greater, fail to exceed a twenty-eight (28) day strength of 3,250 psi,
- 3) Any three (3) sets or 10% or more of the total sets, whichever greater, fail to exceed a twenty-eight (28) day strength of 3,500 psi, and
- 4) Any five (5) sets or 15% or more of the total sets, whichever greater, fail to exceed a twenty-eight (28) day strength of 3,750 psi.

Should deductions be required because any of the above criteria are met, the deductions will be imposed on all concrete failing to meet the specifications. The Developer will be required to pay a penalty, as a special escrow, to the City for that area of pavement represented by the failing test. The penalty shall be a linear penalty varying from no (0) penalty at 4,000 psi to seventy-five percent (75%) of the escrow amount for "Streets" at 3,000 psi and a one-hundred percent (100%) penalty for any test result less than 3,000 psi.

The square yardage price will be determined from the escrow amount for "Streets".

Under no circumstance will strength testing of field cores be allowed as a substitute for lab specimens. Cores that have been taken for verification of pavement thickness and may be tested for field strength for informational purposes only. No core strengths will be used for the purpose of complying with the specified strength.

D. Concrete Defects – Prior to final acceptance of any streets within a development the City of Chesterfield will conduct a thorough inspection of said streets. The following defects will require full slab removal and replacement from joint to joint, at the sole expense of the developer/contractor:

- Differential settlement or movement that has occurred at a joint.
- Depressions holding water more than 1/8" deep (the City has the option to permit isolated grinding of small areas of up to 1/4" deep to promote drainage).
- Overbreakage.
- Any damage resulting from negligence on the part of the developer's contractor.
- Rain damage.
- Cracks-- a temperature/shrinkage crack that forms in the center of a slab and is perpendicular to the center line of the street may be acceptable as long as no differential settlement or movement has occurred at the crack and the crack is not located over a utility trench. Multiple adjacent cracked slabs, in the direction of travel are not acceptable and must be removed and replaced. In addition, not more than 5% of the slabs within a street segment may have a temperature/shrinkage crack.

A street segment is defined as a section of street that is between intersections, or a section of street as measured by the change in the characteristics of the street, i.e. width. A street segment may also be identified by the sequence of the paving operation. Slabs above this threshold must be removed and replaced. No other types of cracks are acceptable, including but not limited to, longitudinal and diagonal cracks. Slabs with unacceptable cracks must be removed and replaced.

- Vandalized pavement resulting in an unacceptable final product. Examples include, racist or vulgar marking, deep foot prints (generally  $\frac{1}{4}$ " or more), and vehicle damage.

E. **Half Slab Replacements** – Half slab replacement, patching or grouting will not be allowed as a form of corrective measure.

F. **Marred Surfaces** – For marred surface areas of slightly damaged concrete, as determined by the Director of Public Works/City Engineer, that remain in the completed project, a minimum penalty of twenty percent (20%) of the escrow amount for "Streets" will be assessed for the slabs affected. The developer will be required to pay the penalty as a special escrow, to the City. All penalties must be paid before escrows are released.

- A marred surface is defined as having any of the following characteristics: 1) pavement that has been rained on, 2) pavement that has not reached its initial set and has had water flow on its surface, washing away cement, 3) pavement that has had plastic placed on it wherein the plastic has actually caused indentations and random patterns, 4) pavement that has been walked on by humans or animals or driven on by any type of vehicle, 5) pavement that has had curing compound sprayed on it before the initial set, resulting in pitting marks, 6) pavement that has been vandalized in any way. Under no circumstances shall concrete surfaces be re-finished with additional cement or other materials as a method to repair damaged or marred surfaces.

G. **Acceptance** – The City of Chesterfield will not accept streets for maintenance within subdivisions until all development is completed, or until construction within the subdivision has been substantially completed, as outlined in Public Works City Policy #1 (Acceptance of Streets Within Residential Developments), which is hereby incorporated into this pavement and acceptance policy.

## SECTION 16. JUDGEMENT

A. The Director of Public Works/City Engineer is authorized to use judgement in the application of provisions of this policy to achieve the most beneficial results of these pavement acceptance guidelines. It is recognized that physical conditions may warrant site specific determinations or unusual applications of the guidelines herein specified. The Director of Public Works/City Engineer is hereby instructed to use the pavement acceptance policy as a general directive and to prepare general regulations governing the construction, reconstruction or reparation of pavements consistent with this policy.

**City of Chesterfield**  
**Pavement Specification & Acceptance Policy**  
**for**  
**Work Contracted by the City**

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| 15. Testing and Acceptance | 6           |
| 16. Judgement              | 9           |

**SECTION 1. INTRODUCTION**

- A. In the following sections, provisions apply to both concrete and bituminous pavements unless otherwise stated. The provisions for concrete apply equally to concrete pavement and concrete curb and gutter constructed as part of asphalt pavement.

**SECTION 2. CONCRETE**

- A. Concrete shall have a minimum of 6.00 sacks (565 lbs.) of Portland Cement (ASTM C 150, Type I) per cubic yard of concrete.
- B. Concrete coarse aggregate shall consist of limestone aggregate from a MoDOT inspected and approved source. Limestone aggregate for pavement concrete shall be in accordance with Section 1005 of the "Missouri Standard Specifications for Highway Construction, 2004". Coarse aggregates containing in excess of 6% total deleterious material are prohibited.

- C. Concrete fine aggregate shall be Class A sand in accordance with Section 501.2.2.2.1 and Section 1005.2 of the "St. Louis County Standard Specifications for Highway Construction, January 1, 1997." Note that fine aggregates for concrete to be used in sidewalks and drive approaches shall, in addition to meeting the requirements of section 1005.2, be free from coal and lignite materials as determined by AASHTO 113.
- D. Approved Class C or F fly ash may be used to replace up to 15 percent of the cement on a pound for pound basis in all concrete except concrete designed for high early strength. Fly ash shall not exceed 15 percent by weight of the total cementations material (fly ash and cement).
- E. Water to cement ratio shall not exceed 0.47. The water to cement ratio shall be calculated using the total weight of cementitious material. No water shall be added to the concrete mix once it leaves the batch plant without the City's approval.
- F. Maximum three-inch (3") slump when placed with a slip-form paver and maximum four-inch (4") slump when placed using forms, per ASTM C-143.
- G. Concrete shall have 5% to 8% air content (by volume).
- H. Hand mixing of concrete will not be permitted.
- I. The use of an approved admixture may be permitted upon written request by the contractor. The use of any admixture will be by approval of the Director of Public Works/City Engineer and contingent upon satisfactory performance of the work; permission for its use may be withdrawn at any time satisfactory results are not obtained.
- J. All work shall be performed in accordance with the plans and specifications for each project.

### SECTION 3. BITUMINOUS PAVEMENTS

- A. Bituminous pavements and base courses, except as modified herein, shall be constructed in accordance with "St. Louis County Standard Specifications for Highway Construction, January 1, 1997."
- B. The final surface layer shall be laid in a continuous sequence over the entire project constructed in a single operating day. The contractor shall arrange operations in such a manner to avoid cold joints, either transverse or longitudinal. When cold joints cannot be prevented, transverse cold joints should be constructed as opposed to longitudinal cold joints.

### SECTION 4. ROCK BASE

- A. During excavation for the rock base, the grade shall be scarified to facilitate drying or moistened as necessary to permit proper compaction. Prior to placement of the geotextile

fabric and rock base, the grade shall be uniform, rolled and compacted to not less than ninety percent (90%) of the maximum density as determined by the Modified Proctor Test AASHTO T-99 (ASTM D-1557-78). The City may, at its sole discretion, accept proof rolling as evidence of compactive effort in lieu of in place density tests.

- B. Rock base shall be Type 5 Aggregate, per Section 1007 of the "St. Louis County Standard Specifications for Highway Construction, January 1, 1997." The rock base shall be placed on the graded and compacted subgrade, then shaped and compacted to not less than ninety percent (90%) of the maximum density as determined by the Modified Proctor Test AASHTO T-99 (ASTM D-1557-78). Soft spots and unstable areas resulting from the contractor's operation and sequence of work shall be removed and replaced with an approved material.

#### SECTION 5. FABRIC

- A. Geotextile fabric shall be rolled out in the direction of the traffic lane with all edges overlapping by at least eighteen inches (18") under the 4" compacted rock base.
- B. Fabric specifications and characteristics shall be determined and approved by the Director of Public Works/ City Engineer.

#### SECTION 6. UNDERDRAINS

- A. Install and connect four-inch (4") diameter perforated drains at all inlets to provide a way for water to exit from beneath the pavement. Underdrains help prevent prolonged pavement exposure to water, pumping, deflection cracking, faulting and frost action. Underdrain details are to be approved by the Director of Public Works/City Engineer.

#### SECTION 7. CONCRETE PLACEMENT

- A. Concrete shall not be placed until rock base and/or forms have been checked for line and grade.
- B. Steel tie bars (epoxy coated deformed steel bars, ASTM A 615, Grade 40 or 60, 5/8" diameter, 30" long, @ 30" centers) shall be installed at longitudinal joints.
- C. Steel dowel pins (epoxy coated smooth steel bars, ASTM A 615, Grade 40 or 60, 5/8" diameter, 16" long, @ 18" centers) shall be installed at transverse cold joints and where new pavement ties to existing pavement.
- D. Moisten rock base if necessary, to provide a uniform dampened condition at time concrete is placed. Place concrete on the prepared rock base in a manner to avoid segregation and contamination. Concrete vibrators of an internal type shall be used to consolidate concrete. The vibrators shall be capable of providing a minimum of 4,500 impulses per minute.

- E. A construction joint must be installed if concrete placement is interrupted for more than ½ hour or if, in the opinion of the City's inspector, a cold joint has formed.
- F. The paving contractor shall be responsible for all layouts and placement work necessary to maintain positive and proper drainage of the finished pavement.

#### SECTION 8. JOINTS

- A. All joints shall conform to Drawing C502.01, C502.02 and C502.03 of the Design Criteria for the Preparation of Improvement Plans - St Louis County Department of Highways and Traffic. All transverse joints shall be spaced a maximum of 15 feet apart.
- B. The maximum joint spacing for curb and gutter sections shall be ten (10) feet.
- C. All catch basins and sills shall be separated from the pavement by ½ inch pre-molded expansion joint material extending completely through the curb and pavement slab. If sump is blocked out, it must be tied back into the pavement slab. Steel tie bars and their placement shall be in accordance with Section 7, of this policy.
- D. Full-depth expansion joints shall be installed between the curb and driveway approaches.
- E. A tied keyway shall be provided along the centerline joint unless the pavement is poured full width. See Section 7 for information on bars required along all longitudinal joints.

#### SECTION 9. CONCRETE FINISHING

- A. Under normal working conditions, moisture shall not be applied to the surface of the pavement in any form. Added finishing water shall be applied only as approved by the City inspector and only in the form of a fine pressure spray by hand methods.
- B. After surface irregularities have been removed, the finished concrete surface shall be given a uniformly roughened surface finish by the use of a broom. Brooms shall be drawn across the surface from the centerline towards each edge with the broom held perpendicular to the surface, with adjacent strokes slightly overlapping. The brooming operation shall be executed so that the corrugations will be uniform in appearance and not more than 1/8 of an inch in depth. Brooming shall be completed before the concrete is in a condition that it will be torn or unduly roughened and before the concrete has attained its initial set. Brooms shall be cleaned or replaced as often as necessary to attain the required surface texture. Upon completion of brooming, the surface shall be uniform in appearance and shall be free from surplus water, rough or porous spots, irregularities, depressions, and other objectionable features.

## SECTION 10. SAW CUTTING

- A. All transverse contraction joints and all longitudinal joints in concrete pavement shall be initially sawed with powered saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut joints into hardened concrete as soon as surface will not be torn, abraded, or otherwise damaged by cutting action. Joints shall be cut to a depth equal to at least 1/3 of the concrete thickness and a maximum width of 1/8".
- B. Full depth sawcutting is required at limits of pavement removal. Extreme care shall be exercised to avoid damage to adjacent concrete to remain.

## SECTION 11. CURING

- A. Concrete shall be cured with a white pigmented membrane curing material, at a minimum rate of 150 square feet per gallon to completely cover the concrete surface. Curing compound shall be applied as soon as possible without damaging or marring the surface.

## SECTION 12. JOINT SEALING

- A. Joints shall be sealed with materials that conform to ASTM D3405 for rubberized joint sealer, Federal specification SSS1401C. The sealing material shall be heated to the pouring temperature specified by the manufacturer, and any material which has been heated above the maximum safe heating temperature will be rejected. Prior to the placement of any joint seal material, the contractor shall provide a bill of material certification that the material meets the appropriate specification.
- B. Prior to sealing, all joints between concrete slabs shall be resawed to a 3/8" width by 1" depth. This sawing shall be done wet. The 3/8" cut shall be centered on the original 1/8" cut. The joints shall be pressure washed to remove all latency and foreign debris from the entire depth of the joint.
- C. Joints between concrete curb and gutter, sumps, etc., and asphalt pavement shall be sealed as directed by the City inspector.
- D. Immediately prior to crack sealing, all joints shall be dry and clean of dust and contaminants for proper adhesion of joint material.
- E. Joints shall be uniformly filled to a level just below the adjacent pavement surface. Care should be taken not to overfill the joints; any excess material shall be removed from the concrete surface.
- F. All joints are to be filled. This includes: 1) transverse joints, 2) longitudinal joints, 3) joints between the drive aprons and back of curb, 4) joints at storm sewers, and 5) joints between sidewalks and curbs.

- G. When access to is not being limited, all joints shall be sealed before the pavement is open to traffic, including construction traffic, and as soon after completion of a minimum curing period of 48 hours, providing vehicles are not placed on the pavement when performing the sealing operation. In all cases the pavement should be sealed as soon as the entire width of the pavement can be sealed.

### SECTION 13. WEATHER CONDITIONS.

- A. Concrete operations shall not continue: (1) when either the air temperature or the temperature of the surface on which is to be placed is below 40 degrees F, unless authorized by the Director of Public Works/City Engineer, (2) on any frozen surface, or (3) when weather conditions prevent the proper handling or finishing of the mixture.
- B. If approval has been granted by the Director of Public Works/City Engineer for concrete paving below 40 degrees F, the contractor shall perform paving operations in accordance with Public Works City Policy #11 (Winter Paving), which is hereby incorporated into this specification and acceptance policy.
- C. The weather limitations in section 404.6 of the "St. Louis County Standard Specifications for Highway Construction, January 1, 1997." shall be used for bituminous paving.

### SECTION 14. OPENING TO TRAFFIC

- A. Concrete pavement shall not be opened to normal traffic until the concrete has attained a minimum compressive strength of 3,000 psi, and is at least 120 hours old. Newly constructed pavement may be opened to light traffic once a minimum compressive strength of 2,500 psi has been obtained. Compressive strength will be determined by tests made in accordance with ASTM C-31 and C-39. Pavement shall be cleaned prior to opening to traffic.
- B. Opening of bituminous pavement shall be in accordance with section 404.9.4 of "St. Louis County Standard Specifications for Highway Construction, January 1, 1997."

### SECTION 15. TESTING AND ACCEPTANCE.

- A. Smoothness – As soon as practicable, the center of each lane, parallel to the direction of travel, will be thoroughly straightedged by the City's inspector. All variations exceeding 3/8 in./10 ft. will be plainly marked, and those slabs shall be considered defective. Corrective action shall be accomplished by longitudinally diamond grinding or by use of an approved device designed for that purpose. The device shall be designed to improve the profile of the riding surface. The use of a bush hammer or other impact device will not be permitted. All corrective work shall be completed prior to determination of pavement thickness. However, removal and replacement will be required, if in the judgement of the Director of Public Works/City Engineer, an inordinate amount of defective slabs are found.

The following areas will be excluded from the smoothness determination:

- New slabs adjacent to existing slabs that are to remain.
- Areas that have less than five consecutive new slabs.

B. **Thickness – Cores** shall be taken from the newly placed pavement to determine thickness. For the purpose of determining constructed thickness of the pavement, cores will be taken at random intervals in each traffic lane at a minimum rate of one core per 400 lineal feet. In addition, cores will be taken at all locations where thickness measurements taken during construction indicate a thickness deficiency sufficient to justify penalty, or at any other locations where, in the judgement of the City's inspector, a thickness deficiency may exist.

When the measurement of any core is deficient additional cores will be taken ahead and back of the affected location until the extent of the deficiency has been determined. The thickness of any core taken shall be considered representative of the thickness of the monolithic pavement for a distance extending one-half the distance to the next core, measured along centerline, or in the case of a beginning or ending core, the distance will extend to the end of the monolithic pavement section.

If any core measurement is less than the thickness indicated on the construction plans, the Contractor will remove and replace the pavement at the Contractor's expense, or will be required to reimburse the City for the deficiencies in thicknesses as noted on the following schedule. The choice of the alternate penalty under category 4 below will be at the sole discretion of the City. A deduction will be made to the contract unit price for "Removal and Replacement of P.C.C. Pavement" or "Bituminous Pavement", as is appropriate, for that area of pavement represented by the failing core. The amounts due as penalties under this section shall be immediately withheld from any sums due the Contractor as soon as the extent of the deficiencies are determined.

- |            |                                                                       |
|------------|-----------------------------------------------------------------------|
| category 1 | 0.1 inch – 10% of the bid unit price.                                 |
| category 2 | 0.2 inch to 0.4 inch - 20% of the of the bid unit price.              |
| category 3 | 0.5 inch to 0.9 inch - 40% of the bid unit price.                     |
| category 4 | 1.0 inch or more - remove and replace, or 100% of the bid unit price. |

C. **Concrete Compressive Strength** – sets of concrete test cylinders will be prepared and tested in conformance with ASTM C-31 and C-39 at regular intervals by City personnel, or designated representatives, to verify that the concrete as placed meets the City's specifications. The curing and testing of concrete cylinders will be done at the St. Louis County Department of Highways and Traffic Materials Testing Laboratory and will be considered the official test results. Test cylinders prepared on a Friday and taken to the testing lab on the following Monday will be considered as complying with the ASTM standards and procedures. Test results from other laboratories, from samples made by the contractor's personnel or from samples taken at other locations will not be considered.

Sets of concrete test cylinders shall be taken at regular intervals and be representative of all concrete placed during the interval. If the locations of each set can be identified, the set will represent that area of pavement bounded by one-half ( $\frac{1}{2}$ ) the distance to the adjacent sets. If locations of sets are unable to be determined, each set will represent an equivalent percentage of the area poured that day (e.g. if 1,000 S.Y. of pavement are cast and 4 sets of cylinders are made, each set will represent 250 S.Y. of pavement.).

Deductions for deficient concrete strength will only be imposed if any one of the following conditions is met:

- 1) Average strength below 4,000 psi,
- 2) Any two (2) sets or 5% or more of the total sets, whichever greater, fail to exceed a twenty-eight (28) day strength of 3,250 psi,
- 3) Any three (3) sets or 10% or more of the total sets, whichever greater, fail to exceed a twenty-eight (28) day strength of 3,500 psi, and
- 4) Any five (5) sets or 15% or more of the total sets, whichever greater, fail to exceed a twenty-eight (28) day strength of 3,750 psi.

Should deductions be required because any of the above criteria are met, the deductions will be imposed on all concrete failing to meet the specifications. A deduction will be made to the contract unit price for "Removal and Replacement of P.C.C. Pavement" for that area of pavement represented by the failing test. The deduction shall be a linear deduction varying from no (0) deduction at 4,000 psi to seventy-five percent (75%) of the contract unit price at 3,000 psi and a one-hundred percent (100%) deduction for any test result less than 3,000 psi.

Under no circumstance will strength testing of field cores be allowed as a substitute for lab specimens. Cores that have been taken for verification of pavement thickness and may be tested for field strength for informational purposes only. No core strengths will be used for the purpose of complying with the specified strength.

D. Concrete Defects -- The following defects will require full slab removal and replacement from joint to joint, at the sole expense of the contractor:

- Differential settlement or movement that has occurred at a joint.
- Depressions holding water more than 1/8" deep (the City has the option to permit isolated grinding of small areas of up to 1/2" deep to promote drainage).
- Overbreakage.
- Damage to previously placed pavement during excavation of the second lane.
- Any damage resulting from negligence on the part of the Contractor.
- Rain damage.
- Cracks-- a temperature/shrinkage crack that forms in the center of a slab and is perpendicular to the center line of the street may be acceptable as long as no

differential settlement or movement has occurred at the crack and the crack is not located over a utility trench. Multiple adjacent cracked slabs, in the direction of travel are not acceptable and must be removed and replaced. In addition, not more than 5% of the slabs within a street segment may have a temperature/shrinkage crack. A street segment is defined as a section of street that is between intersections, or a section of street as measured by the change in the characteristics of the street, i.e. width. A street segment may also be identified by the sequence of the paving operation. Slabs above this threshold must be removed and replaced. No other types of cracks are acceptable, including but not limited to, longitudinal and diagonal cracks. Slabs with unacceptable cracks must be removed and replaced.

- Vandalized pavement resulting in an unacceptable final product. Examples include, racist or vulgar marking, deep foot prints (generally  $\frac{3}{4}$ " or more), and vehicle damage.

E. **Half Slab Replacements** -- Half slab replacement, patching or grout will not be allowed as a form of corrective measure.

F. **Marred Surfaces** -- For marred surface areas of slightly damaged concrete, as determined by the Director of Public Works/City Engineer, that remain in the completed project, a deduction of twenty percent (20%) of the unit bid price for "Removal and Replacement of P.C.C. Pavement" or "Bituminous Pavement", as is appropriate, will be made for the concrete slabs or asphalt area affected.

- A marred surface is defined as having any of the following characteristics: 1) pavement that has not reached its initial set and has had water flow on its surface, washing away cement, 2) pavement that has had plastic placed on it wherein the plastic has actually caused indentations and random patterns, 3) pavement that has been driven on by any type of vehicle, 4) pavement that has been walked on by humans that could have been prevented by the reasonable actions of the contractor, 5) pavement that has been chipped, gouged, or otherwise damaged by action of the contractor. Under no circumstances shall concrete surfaces be re-finished with additional cement or other materials as a method to repair damaged or marred surfaces.

## SECTION 16. JUDGEMENT

- A. The Director of Public Works/City Engineer is authorized to use judgement in the application of provisions of this policy to achieve the most beneficial results of these pavement acceptance guidelines. It is recognized that physical conditions may warrant site specific determinations or unusual applications of the guidelines herein specified. The Director of Public Works/City Engineer is hereby instructed to use the pavement acceptance policy as a general directive and to prepare general regulations governing the construction, reconstruction or reparation of pavements consistent with this policy.

Existing Policy  
Recommend no change

**CITY OF CHESTERFIELD  
POLICY STATEMENT**

**PUBLIC WORKS**

**NO. 44**

**SUBJECT City Hall rental and use policy**

**INDEX PW**

**DATE**

**DATE 9/19/2002**

**ISSUED 5/17/99**

**REVISED 9/23/2013**

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**POLICY**

In all cases, meetings of City officials, boards and commissions take priority and will be scheduled without charge, regardless of time or day of the week. Events that are sponsored solely by the City, or where the City is identified as a co-sponsor are scheduled free of charge. The City Administrator is authorized to waive fees whenever it is in the City's best interest.

Free use of the building may be scheduled by resident, political and resident community groups but is limited to hours during the normal workweek, Monday through Thursday, 8:30 a.m. to 10 p.m., Friday, 8:30 a.m. to 5:00 p.m., Saturday 8:30 a.m. to 5:00 p.m., excluding official City Holidays. Community groups include, but are not limited to: Political forums, Subdivision meetings for the whole subdivision, Trustee meetings, School District functions, Ceremonial meetings of Boy/Girl Scouts, Junior Achievement, Jaycees, resident athletic associations, and other governmental agencies etc. Annual or semi-annual Subdivision meetings, where attendance is intended for the entire whole subdivision may also be scheduled on Saturdays without charge. Usage outside of these times may also be scheduled, as staff is available and a usage fee is charged. Specific and unique exceptions to this policy may be approved by the Planning and Public Works Committee of City Council.

Free use of the facility during normal business hours is predicated upon the condition that the proposed use does not require special set-up, arrangements, and that food and/or beverages will not be consumed. Such events will be scheduled, free of charge, subject to availability of space.

Similarly, the facilities are available to the aforementioned resident community users at other times, for a nominal fee, subject to availability of space and building maintenance personnel.

Non-resident groups may reserve the conference rooms, chambers, multi-purpose room or plaza, subject to availability, on a fee basis (8:30 a.m. -- 10 p.m.), and availability of building maintenance personnel. Two weeks advance notice is required to voluntarily schedule personnel.

Facility users are not allowed to dispense or consume alcoholic beverages. The City Administrator is authorized to approve specific events and individual circumstances where alcohol would be permitted.

Food and drink consumption is normally limited to the multi-purpose room, pre-function and plaza areas. Food is not permitted within conference rooms or Council Chambers, without specific approval by the City Administrator, prior to the event.

Smoking and other tobacco products are not allowed within the City Hall building, under any circumstances.

Facility users are not allowed to utilize the audio-visual systems. Users of the Council Chambers may be permitted use of the podium, fixed position microphone and overhead speakers. The audio-visual system is complex, expensive, and cannot be made available to untrained users.

Any use of the facility where food or beverages are offered or consumed, will require a security deposit (\$200). At completion of each use, prior to leaving the facility, building maintenance personnel will perform an inspection and room check-out to identify and note damage, if any.

All users are required to complete a rental application form describing the proposed use and must agree to indemnify the City.

Building usage is subject to availability.

Rental of one room does not give the renter or guests privileges in any other part of the building.

No person shall mark or deface the City Hall. Table decorations only. This means no tape, glue, tacks, pins or nails on the walls, floors, ceilings or any other surface.

The City Hall is not available for events that involve an admission charge.

Ending time of rental means that the renter is completely out of the building, which includes cleanup. At this time the Building Attendant on duty will then complete the appropriate room check-out procedure.

At no time will furniture or fixtures be moved, removed or rearranged without prior approval.

Room rentals must be a minimum of two hours. Fees are charged per two hour interval or fraction thereof.

Renter agrees to indemnify and hold harmless the City of Chesterfield, its officials, and employees from any claim or cause of action brought by renter, his agents, employees or guests arising from the usage of the facility.

Rental fee will be refunded in full if notice of cancellation is given to the City Clerk in writing at least 7 days prior to the event.

**Room Rental Workweek Rates Monday 8 a.m. through Friday 5 p.m.**

|                           |                     |                 |                               |
|---------------------------|---------------------|-----------------|-------------------------------|
| Conference Room, Plaza,   | <b>Non-Resident</b> | <b>Resident</b> |                               |
| Patio, multi-purpose room | \$70                | \$35 X          | _____ (per 2 hours) = \$_____ |
| Chambers                  | \$85                | \$50 X          | _____ (per 2 hours) = \$_____ |

**Rental Weekend Rates Friday after 5 p.m., Saturday and Sunday:**

|                           |                     |                 |                               |
|---------------------------|---------------------|-----------------|-------------------------------|
| Conference Room, Plaza,   | <b>Non-Resident</b> | <b>Resident</b> |                               |
| Patio, multi-purpose room | \$85                | \$55 X          | _____ (per 2 hours) = \$_____ |
| Chambers                  | \$100               | \$70X           | _____ (per 2 hours) = \$_____ |

These rules and regulations are not intended to restrict or otherwise apply to the normal administrative use of the City Hall. As such, the aforesated building restrictions do not apply the normal administrative operation of the City, or to those events or uses in which the City is a sponsor or otherwise involved.

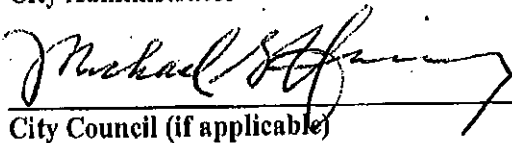
**RECOMMENDED BY:**

M. Geisel through PW/Parks Committee  
Department Head/Council Committee (if applicable)

Revised 9/19/2002  
Revised 9/24/2013  
Date

**APPROVED BY:**

\_\_\_\_\_  
City Administrator

  
\_\_\_\_\_  
City Council (if applicable)

\_\_\_\_\_  
Date

9/23/13  
Date

# City Council Memorandum Department of Public Services



**To:** Michael O. Geisel, City Administrator  
**From:** Justin Wyse, Director of Planning and Development Services  
**Date:** March 13, 2017  
**CC Date:** March 20, 2017

**Re:** **P.Z. 08-2016 Breckenridge Materials (17971 N. Outer 40 Rd.):** A request for a zoning map amendment from a "FPM3" Flood Plain Planned Industrial District to a "PI" Planned Industrial District for a 2.688 acre area of land on a portion of the property at 17971 N. Outer 40 Rd., located on the north side of North Outer 40 Rd., east of the Missouri River (a 2.688 acre portion of 16W240041).

See Bill #  
3142

## **Summary**

Breckenridge Materials has submitted a request for a zoning map amendment from a "FPM3" Flood Plain Industrial District to a "PI" Planned Industrial District. The request covers a 2.688 area of land located on a larger parcel along the Missouri River.

A Public Hearing was held on November 14, 2016 before the Planning Commission. Subsequently, the Planning Commission voted to recommend approval of the Petition with several modifications:

- Paving the parking lot – amended to allow up to one-year for the paving to be completed;
- Paving the existing gravel drive – amended to require paving of 100 feet on each side of the levee; and
- Required parking may be located within the floodplain.

The Commission then recommended approval of the zoning map amendment with the modifications noted above by a vote of 7-0.

This project was reviewed at the February 22, 2017 Planning and Public Works Committee meeting where a motion to forward to City Council with a recommendation to approve, pending a requirement that the applicant provide a remedy to dust suppression, passed by a vote of 4 to 0.

This petition was presented at the March 6, 2017 City Council meeting where it received first reading approval. However, the matter of the dust suppression remains outstanding. The Petitioner has submitted a proposal as outlined in the attached letter dated March 6, 2017.

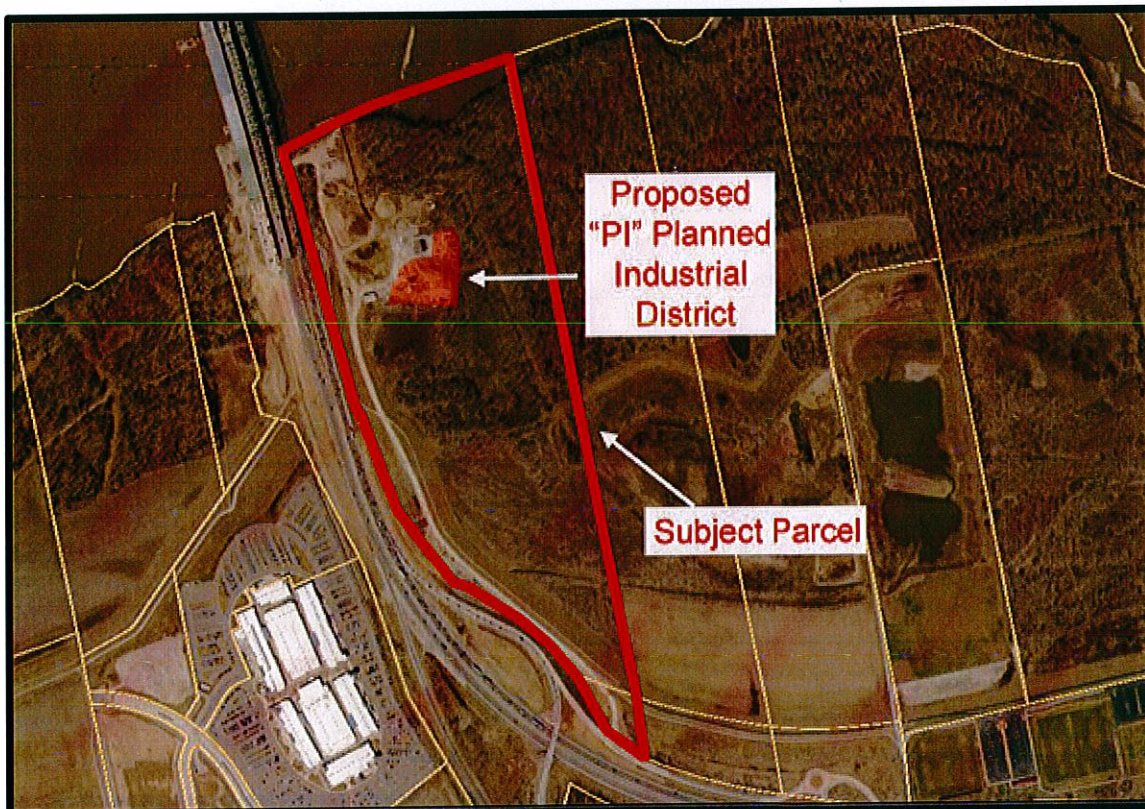
The Petitioner is proposing to utilize water for dust suppression and requests that this be in place of the 100 foot paving requirement on either side of the

Levee Trail. It is staff's opinion that the paving and dust suppression serve entirely different functions; namely, the paving will mitigate gravel and dirt from being dragged onto the Levee Trail from the large number trucks traversing the trail on a daily basis. As such, Staff recommends that the paving requirement remain in place and any dust suppression requirements be in addition to the 100 foot paving requirement.

If the City Council wishes to accept the Petitioner's solution, Staff recommends incorporating the following language into 1.D Parking and Loading Requirements of the Attachment "A"

- Water shall be applied twice per day, or as frequently as necessary, to the gravel driveway for dust suppression purposes. Additionally, treatment shall be completed within two (2) hours of request by the City of Chesterfield.

Attached to this report, please find a copy of the Petitioner's letter outlining their dust suppression proposal. Additionally, the legislation, Attachment "A", and Preliminary Plan are attached.



**Figure 1. Aerial Image**



**BRECKENRIDGE**  
MATERIAL COMPANY

2833 BRECKENRIDGE INDUSTRIAL COURT  
P.O. BOX 19918  
ST. LOUIS, MO 63144

Mr. Justin Wyse  
City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, MO 63017

March 6, 2017

RE: Breckenridge Material Company (PZ 08-2016)

Mr. Wyse,

RECEIVED  
City of Chesterfield

Mar 06 2017

Department of Public Services

I am writing this letter to respond to the latest request during the Planning and Public Works meeting on February 22, 2017. During previous Planning and Zoning meetings Breckenridge Material Company was asked, and agreed, to pave a 200 foot section of St. Charles Sand Company driveway that crosses the levy trail. At the Planning and Public Works meeting we were also asked to apply dust suppression chemicals to the remaining portion of the driveway. As you are aware, we requested that our project be put on hold while we investigated various options for dust control and discussed the issue with our landlord.

We have studied the various dust control chemical options such as "tree sap", calcium chloride, and magnesium chloride. We have talked with Missouri county highway departments that have many miles of gravel roads. During these conversations it has become obvious that some solutions are cheap, but do not work. We have talked to our landlord at this site, St. Charles Sand Company (Lafarge North America), and come up with what we feel provides the best solution to controlling the dust. Breckenridge Material Company agrees to purchase a water truck that will apply water to the driveway regularly to control the dust. This truck will be operated by either a Breckenridge Material Company or a St. Charles Sand Company employee. Since this is a solution that remedies the dust issue for the entire driveway, we feel that the 200 feet of concrete paving is no longer needed. If the water truck solution is agreeable, we respectfully withdraw our offer to pave the area around the levy trail.

If this solution is agreeable, we would like to be placed on the next City of Chesterfield Council agenda on March 20, 2017 so that we can move this project forward.

Thank you for your assistance. Please call me with any questions.

Sincerely,

Andy Arnold  
President/Chief Operating Officer  
Breckenridge Material Company

## **FINANCE AND ADMINISTRATION COMMITTEE**

The Finance and Administration Committee met on Monday, February 27<sup>th</sup>, which resulted in several action items for City Council.

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

## **PARKS RECREATION AND ARTS COMMITTEE**

### **Parks, Recreation and Arts Policy**

As more fully described in the enclosed memorandum from Parks, Recreation and Arts Director, the Parks, Recreation and Arts Citizens Advisory Committee recommended the adoption of a policy for the review and placement of municipal artwork. This policy was thoroughly discussed and was unanimously approved by the Citizens Advisory Committee. The City Council had previously directed that the PRACAC develop a policy and return same to the full Council for review and approval. As such, Staff is requesting that Council consider and vote on the proposed art review and placement policy.

### **Relocation of "Meeting Places"**

Related to the aforementioned policy regarding public art placement, the PRACAC also reviewed the placement of "Meeting Places" which is currently installed adjacent to the north side of the lake at Central Park. The PRACAC, recommended that this artwork be relocated to the Chesterfield Valley Athletic Complex by the Parks Maintenance Facility. The recommendation to relocate this artwork is to be considered by the full Council. If Council affirms the recommendation to relocate the artwork, staff will initiate the relocation. Staff is confident that it can be relocated with in-house resources and will not require any additional appropriation.

### **Next Meeting**

The next meeting has not been scheduled.

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

# Memorandum

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

**From:** Tom McCarthy, Director of Parks, Recreation and Arts

**Date:** March 13, 2017

**Re:** Parks, Recreation and Arts Policy on Art Review and Placement



As directed by Council, the Parks, Recreation and Arts Citizens Advisory Committee has come up with a policy on Art Review and Placement. After a healthy discussion the committee voted all in favor of the attached policy on Art Review and Placement that is below. At this meeting on February 11, 2017 we had twelve of our sixteen committee members present for the vote.

## **PRA Policy 4**

**Park, Recreation and Arts Policy on review and placement of long term art on City Property.**

**Proposed art work and placement for long term installation over nine months should first be reviewed by the Parks, Recreation and Arts Citizens Advisory Committee and a recommendation should move to the Parks, Recreation and Arts Committee, of Council. After a review and recommendation form Parks, Recreation and Arts Committee, of Council the recommendation should move forward to the full Council for review and approval.**

I request and recommend that the following policy on Art Review and Placement be forwarded to the Parks, Recreation and Arts Committee of Council for review and approval to move forward to the Council as a Whole.

CITY OF CHESTERFIELD  
POLICY STATEMENT

Parks, Recreation and Arts

NO. 4

SUBJECT Art Sculpture Review and Placement

Index PRA

DATE  
ISSUED

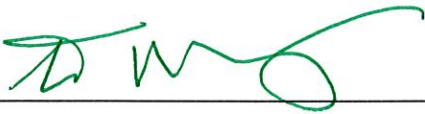
DATE  
REVISED

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POLICY

Proposed art work and placement for long term installation over nine months should first be reviewed by the Parks, Recreation and Arts Citizens Advisory Committee and a recommendation should move to the Parks, Recreation and Arts Committee of Council. After a review and recommendation from the Parks, Recreation and Arts Committee of Council the recommendation should move forward to the full Council for review and approval.

RECOMMENDED BY:



Department Head

3.13-2017

Date

APPROVED BY:

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Council (if applicable)

\_\_\_\_\_  
Date

## **PUBLIC HEALTH AND SAFETY COMMITTEE**

The Public Health and Safety Committee met on Monday, February 27<sup>th</sup>, which resulted in several action items which will be addressed by Staff and City Council in the immediate future, but no action is required for this Monday's meeting.

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

## **CITY ADMINISTRATOR'S REPORT**

### **BUDGET AMENDMENTS**

As more fully described in the enclosed memo from Finance Director Craig White, in order to close out the 2016 budget, there are several budget adjustments which are requested. These are generally standard "housekeeping" adjustments which do not impact the total budget expenditures, but reflect carry-over purchase orders and incorporate expenditures previously approved Council. Each amendment is individually itemized for transparency and convenience.

### **CONTRACT RECOMMENDATION - COMPENSATION AND BENEFITS STUDY**

As more fully detailed in the enclosed memorandum from Finance Director Craig White, Staff sought proposals from qualified firms to perform a comprehensive study relative to the City's compensation and benefits offerings. A total of seven proposals were received and three firms were personally interviewed by Mayor Nation, Finance Director Craig White and myself. I join with Mr. White in recommending acceptance of the proposal submitted by CBIZ and to authorize the City Administrator to enter into a contract in an amount not to exceed \$25,000. This work is included in the 2017 budget and was originally estimated to cost \$35,000. CBIZ is the #1 largest United States benefits specialist and the 10<sup>th</sup> largest accounting provider nationally

### **BID RECOMMENDATION - SOUND SYSTEM**

As more fully detailed in the enclosed memorandum from Superintendent of Arts & Entertainment Jason Baucom, Staff sought bids for a new or "gently used" sound system for the Chesterfield Amphitheater. I join with Parks, Recreation and Arts Director Tom McCarthy in recommending acceptance of the low bid as submitted by Logic Systems for a Yamaha Nexo Geo Sound System at a cost of \$64,790. This purchase is included in the 2017 approved budget and is fully funded by the ½ cent sales tax for Parks and Recreation.

### **BID RECOMMENDATION - SIDEWALKS**

As more fully detailed in the enclosed memorandum from Director of Public Works\City Engineer Jim Eckrich, Staff sought bids to address deficient sidewalks throughout the City. This is the second sidewalk contract the City has bid in 2017. I join with Mr. Eckrich in recommending acceptance of the low bid as submitted by AMCON Municipal Concrete for the "Sidewalk Replacement – Project B" and to recommend authorization to enter into a contract for this work in an amount not to exceed \$200,000. This work is included in the 2017 approved budget and is fully funded by the ½ cent sales tax for Capital Improvements.

### **BID RECOMMENDATION - TRENCH GRATES**

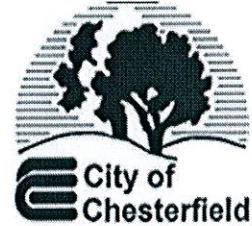
As more fully detailed in the enclosed memorandum from Director of Public Works\City Engineer Jim Eckrich, Staff sought bids for the reconstruction of ten stormwater trench grates at various locations throughout the City. I join with Mr. Eckrich in recommending acceptance of the low bid as submitted by R.V. Wagner Incorporated and to recommend authorization to enter into a contract for this work in an amount not to exceed \$170,000. This work is included in the 2017 approved budget and is fully funded by the ½ cent sales tax for Capital Improvements.

**If you have any questions, please contact me prior to Monday's meeting.**

MEMORANDUM

DATE: March 7, 2017  
TO: Mike Geisel, City Administrator  
FROM: Craig D. White, Finance Director  
SUBJECT: Requested Budgeted Amendments

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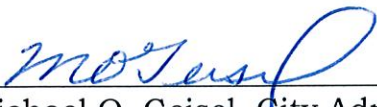


Attached, please find the summary of budget amendments and reappropriations necessary to bring the 2016 budget in-line with actual activity. The adjustments are “house-keeping” in nature but require approval by the City Council. As you can see, they either amend the budget for items approved by Council or they are transfers that do not impact the total budgeted expenditures.

**Budget Amendments** – These items were originally approved by City Council.

**Budget Reappropriations** – These are the outstanding purchase orders as of December 31, 2016 which have been approved by City Council, but were still in process at year end. The reappropriations lower the 2016 budgeted amount while increasing the 2017 budgeted amount.

Authorization:

  
\_\_\_\_\_  
Michael O. Geisel, City Administrator

# Budget Adjustment Summary

## For The Year Ending December 31, 2016

| Council Meeting     | Description                                       | Amount     | Total               |
|---------------------|---------------------------------------------------|------------|---------------------|
| <b>GENERAL FUND</b> |                                                   |            |                     |
| 6/20/2016           | 2015 BUDGET REAPPROPRIATION                       | \$ 622,005 |                     |
| 11/16/2015          | (a) EMERALD ASH BORER #1                          | 515,000    |                     |
| 3/7/2016            | (b) EMERALD ASH BORER #2                          | 68,000     |                     |
| 3/21/2016           | (c) BROADMOOR NID - STREET IMPROVEMENTS           | 1,435,000  |                     |
| 4/20/2016           | LEVEE REPAIRS                                     | 80,000     |                     |
| 5/16/2016           | (d) VETERANS HONOR PARK - TRANSFER                | 1,425,000  |                     |
| 5/16/2016           | PROFESSIONAL SERVICES - CITY ADMINISTRATOR SEARCH | 24,900     |                     |
| 6/6/2016            | LOBBY CONTRACT EXTENSION                          | 15,000     |                     |
| 8/1/2016            | ROBERT'S RULES OF ORDER TRAINING                  | 1,000      |                     |
| 9/7/2016            | LOBBY CONTRACT (2016-2017)                        | 40,000     |                     |
| 11/3/2016           | BAXTER & OLD CHESTERFIELD APPRAISAL               | 2,000      |                     |
| 11/7/2016           | SALES TAX LITIGATION (STINSON LEONARD)            | 100,000    |                     |
| 12/5/2016           | DEBT SERVICE SET ASIDE OF BUDGETARY SAVINGS       | 412,588    |                     |
| 12/31/2016          | 2016 SALES TAX LITIGATION EXPENDITURES            | 72,747     |                     |
|                     | <i>Total Expenditures</i>                         |            | \$ 4,813,240        |
| 5/16/2016           | VETERANS HONOR PARK - DONATIONS                   |            | 457,000             |
| 12/31/2016          | 2016 BUDGET REAPPROPRIATION                       |            | 534,715             |
|                     | <b>Net Budget Adjustment</b>                      |            | <u>\$ 3,821,525</u> |

|                             |                                                    |            |                   |
|-----------------------------|----------------------------------------------------|------------|-------------------|
| <b>PARKS SALES TAX FUND</b> |                                                    |            |                   |
| 6/20/2016                   | 2015 BUDGET REAPPROPRIATION                        | \$ 294,465 |                   |
| 1/4/2016                    | COMMUNITY GARDEN                                   | 30,000     |                   |
| 1/4/2016                    | IMPROVEMENTS TO F5, ADDL PARKING & NEW F6          | 75,000     |                   |
| 12/5/2016                   | DEBT SERVICE SET ASIDE OF BUDGETARY SAVINGS        | 206,482    |                   |
|                             | <i>Total Expenditures</i>                          |            | \$ 605,947        |
| 12/31/2016                  | TO RECLASSIFY BUDGETED FOR REFUNDING BOND ACTIVITY |            | 31,896            |
| 12/31/2016                  | 2016 BUDGET REAPPROPRIATION                        |            | 290,956           |
|                             | <b>Net Budget Adjustment</b>                       |            | <u>\$ 283,095</u> |

|                                                             |                                             |              |                       |
|-------------------------------------------------------------|---------------------------------------------|--------------|-----------------------|
| <b>CAPITAL IMPROVEMENTS SALES TAX FUND</b>                  |                                             |              |                       |
| <b>FROM GENERAL FUND - Veterans Honor Park</b>              |                                             |              |                       |
| 5/16/2016                                                   | (d) AMOUNT TRANSFERRED IN                   | \$ 1,425,000 |                       |
| 5/16/2016                                                   | MUNICIPAL PARK GRANT                        | 525,000      |                       |
| 5/16/2016                                                   | EXPENDITURES                                | (1,950,000)  |                       |
|                                                             |                                             |              | \$ -                  |
| <b>FROM GENERAL FUND - TRANSFERS IN OFFSET EXPENDITURES</b> |                                             |              |                       |
| 11/16/2015                                                  | (a) EMERALD ASH BORER #1 (\$515,000 gross)  | -            |                       |
| 3/7/2016                                                    | (b) EMERALD ASH BORER #2 (\$68,000 gross)   | -            |                       |
| 3/21/2016                                                   | (c) BROADMOOR NID (\$1,435,000 gross)       | -            |                       |
|                                                             |                                             |              | -                     |
| 6/20/2016                                                   | 2015 BUDGET REAPPROPRIATION                 |              | 1,790,171             |
| 12/5/2016                                                   | DEBT SERVICE SET ASIDE OF BUDGETARY SAVINGS |              | 59,431                |
| 12/31/2016                                                  | 2016 BUDGET REAPPROPRIATION                 |              | (3,234,145)           |
|                                                             | <b>Net Budget Adjustment</b>                |              | <u>\$ (1,384,543)</u> |

NOTE: Budget adjustments were previously approved by Council. Summary excludes insurance reimbursements, projects financed by third parties, and similar activity that has no impact on fund balance (revenues match expenditures).

**2016 Budget Reappropriation  
Outstanding PO's - 12/31/16**

| PO #          | Vendor                                 | Description                                                    | Department           | Amount       | Expensed     | Roll Forward |
|---------------|----------------------------------------|----------------------------------------------------------------|----------------------|--------------|--------------|--------------|
| 2008-00000121 | COLE & ASSOCIATES INC                  | PROFESSIONAL SERVICES, TIF INFRASTRUCTURE EXTENSIONS           | Engineering          | 271,265.16   | 214,957.59   | 56,307.57    |
| 2012-00000064 | MISSOURI DEPARTMENT OF TRANSPORTATION  | ROUTE 141 ENHANCEMENT PROJECT                                  | Capital Projects     | 404,337.00   | 276,199.55   | 128,137.45   |
| 2013-00000069 | GEOTECHNOLOGY INC.                     | GEOTECHNICAL FOR RIPARIAN TRAIL                                | Development Services | 15,810.00    | 11,825.55    | 3,984.45     |
| 2015-00000002 | BURNS & MCDONNELL                      | DESIGN/CONSTRUCTION-SCHOETTLER ROAD BRIDGE                     | Capital Projects     | 217,900.00   | 217,132.32   | 767.68       |
| 2015-00000029 | FRED WEBER INC.                        | 2015 HOT MIX ASPHALT                                           | Street Maintenance   | 25,000.00    | 15,922.30    | 9,077.70     |
| 2015-00000030 | FRED WEBER INC.                        | 2015 LIMESTONE AGGREGATE                                       | Street Maintenance   | 30,000.00    | 26,071.47    | 3,928.53     |
| 2015-00000070 | NATIVE LANDSCAPE SERVICES              | BACK TO NATURE GRANT                                           | Parks and Recreation | 40,000.00    | 32,525.00    | 7,475.00     |
| 2015-00000082 | BEEHMAN LOGISTICS LLC                  | 2015/2016 LOADING AND HAULING OF SALT                          | Street Maintenance   | 34,480.00    | 30,594.45    | 3,885.55     |
| 2015-00000085 | POWERS BOWSOX ASSOCIATES, INC.         | VETERANS HONOR PARK                                            | Capital Projects     | 155,000.00   | 105,547.32   | 49,452.68    |
| 2015-00000098 | SAWYER MAILING SYSTEMS                 | 48 MONTH MAILING SYSTEM LEASE                                  | Central Services     | 10,521.60    | -            | 10,521.60    |
| 2015-00000109 | HR GREEN, INC.                         | CONSTRUCTION ENGINEERING SERVICES FOR GREENTRAILS DRIVE SOUTH  | Capital Projects     | 132,000.00   | 108,491.61   | 23,508.39    |
| 2015-00000114 | JB SOUND                               | SOUNDS OF SUMMER BREEZE CONCERT SERIES                         | Parks and Recreation | 15,500.00    | 15,175.00    | 325.00       |
| 2015-00000115 | GULF STATES                            | AMMUNITION                                                     | Police Police        | 9,800.00     | -            | 9,800.00     |
| 2015-00000116 | LEON UNIFORM CO., INC.                 | TRAINING UNIFORMS                                              | Police Police        | 1,882.52     | -            | 1,882.52     |
| 2015-00000122 | FRED WEBER INC.                        | \$8.40 PER TON AGGREGATE FOR EBERWEIN TRAIL UPGRADES           | Parks and Recreation | 25,000.00    | 6,559.40     | 18,440.60    |
| 2015-00000123 | ED ROEHR SAFETY PRODUCTS               | TASESRS                                                        | Police Police        | 3,048.10     | -            | 3,048.10     |
| 2016-00000005 | AMERICA'S PARKING REMARKING INC        | 2016 PAVEMENT STRIPING PROJECT                                 | Street Maintenance   | 40,000.00    | 31,897.56    | 8,102.44     |
| 2016-00000008 | GAMMA TREE EXPERTS                     | STUMP GRINDING SERVICE                                         | Capital Projects     | 75,000.00    | 47,863.80    | 27,136.20    |
| 2016-00000021 | CONTRACTORS & MUNICIPAL                | 2016 STREET SWEEPING CONTRACT                                  | Street Maintenance   | 23,240.00    | 13,569.00    | 9,671.00     |
| 2016-00000026 | EFK MOEN, LLC.                         | CNG FUELING STATION-DESIGN & CONSTRUCTION ENGINEERING SERVICES | Capital Projects     | 261,900.00   | 148,442.24   | 113,457.76   |
| 2016-00000031 | J. M. MARSHUETZ                        | GREEN TRAILS DRIVE SOUTH STREET RECONSTRUCTION                 | Capital Projects     | 2,225,000.00 | 1,878,542.20 | 346,457.80   |
| 2016-00000032 | BEEHMAN LOGISTICS LLC                  | 2016 STREET TREE REMOVAL                                       | Street Maintenance   | 120,000.00   | 107,992.20   | 12,007.80    |
| 2016-00000039 | KUSTOM SIGNALS, INC.                   | in car cameras                                                 | Police Police        | 6,300.00     | -            | 6,300.00     |
| 2016-00000040 | VOLK CONSTRUCTION COMPANY              | VETERANS HONOR PARK                                            | Engineering          | 1,950,000.00 | 868,406.43   | 1,081,593.57 |
| 2016-00000045 | COMPASS MINERALS AMERICA INC           | 2016/2017 CHESTERFIELD SALT CO-OP                              | Street Maintenance   | 196,920.00   | 9,195.19     | 187,724.81   |
| 2016-00000046 | BEEHMAN LOGISTICS LLC                  | 2016/2017 CHESTERFIELD SALT UNLOADING & LOADING                | Street Maintenance   | 34,480.00    | -            | 34,480.00    |
| 2016-00000047 | SOUTHWEST SEPTIC LOO INC               | ADA RESTROOM                                                   | Parks and Recreation | 21,993.91    | 15,743.91    | 6,250.00     |
| 2016-00000048 | SIoux SALES COMPANY,                   | RIFLES                                                         | Police Police        | 11,379.25    | -            | 11,379.25    |
| 2016-00000051 | AMERICAN READY MIX CO.                 | CONCRETE                                                       | Street Maintenance   | 120,000.00   | 47,568.90    | 72,431.10    |
| 2016-00000055 | MILLSTONE WEBER LLC                    | CHESTERFIELD PARKWAY PEDESTRIAN BRIDGE-CONSTRUCTION            | Capital Projects     | 1,841,800.00 | 736,503.58   | 1,105,296.42 |
| 2016-00000056 | HR GREEN, INC.                         | CHESTERFIELD PARKWAY PEDESTRIAN BRIDGE-INSPECTION SERVICES     | Capital Projects     | 149,131.00   | 83,150.96    | 65,980.04    |
| 2016-00000057 | MUCK MINERS                            | VILLAGE OF GREENTRAILS-SEDIMENT REMOVAL PROJECT                | Capital Projects     | 75,000.00    | 60,000.00    | 15,000.00    |
| 2016-00000060 | GAMBLE & SCHLEMEIER, LTD               | GOVERNMENTAL RELATIONS SERVICES CONTRACT                       | Central Services     | 40,000.00    | 16,666.65    | 23,333.35    |
| 2016-00000063 | FARINELLA NURSERY LANDSCAPE CONST. LLC | 1/2 FALL STREET TREE PLANTING                                  | Street Maintenance   | 40,000.00    | 28,355.00    | 11,645.00    |
| 2016-00000064 | FARINELLA NURSERY LANDSCAPE CONST. LLC | 2016 FALL STREET TREE PLANTING (2)                             | Capital Projects     | 140,000.00   | 46,390.00    | 93,610.00    |
| 2016-00000066 | FRED WEBER INC.                        | 2016-2017 AGGREGATE ROCK                                       | Engineering          | 5,000.00     | -            | 5,000.00     |
| 2016-00000067 | STINSON LEONARD STREET LLP             | SALES TAX LITIGATION                                           | Central Services     | 100,000.00   | -            | 100,000.00   |
| 2016-00000068 | MULCH-TECH                             | CLARKSON ROAD MEDIANS MULCHING PROJECT                         | Parks and Recreation | 13,950.00    | -            | 13,950.00    |
| 2016-00000070 | SURDEX CORPORATION                     | AERIAL IMAGERY AND LIDAR DATA                                  | Planning Planning    | 11,000.00    | -            | 11,000.00    |
| 2016-00000071 | MURPHY COMPANY                         | HVAC UNIT - PWF                                                | Facility Maintenance | 32,000.00    | 29,989.00    | 2,011.00     |
| 2016-00000072 | OMNI SPORTS PLEX II LLC                | 1/2 COURT RENTAL 54'X32' & GOALS                               | Parks and Recreation | 7,500.00     | -            | 7,500.00     |
| 2016-00000074 | PARKING LOT MAINTENANCE, LLC           | 2016 CRACK SEALING PROJECT                                     | Capital Projects     | 105,000.00   | -            | 105,000.00   |
| 2016-00000075 | MISSOURI AMERICAN WATER COMPANY        | SCHOETTLER ROAD BRIDGE-WATER MAIN RELOCATION                   | Capital Projects     | 54,000.00    | -            | 54,000.00    |
| 2016-00000076 | SEILER INSTRUMENT                      | TRIMBLE GEO 7X RENTAL                                          | Engineering          | 4,320.00     | 1,440.00     | 2,880.00     |
| 2016-00000077 | RAYTONE LLC                            | AUGUST 12, 2017 CONCERT-FINAL PAYMENT                          | Parks and Recreation | 2,500.00     | -            | 2,500.00     |
| 2016-00000078 | CIRCUS KAPUT                           | 4TH OF JULY 2017 ENTERTAINMENT                                 | Parks and Recreation | 6,000.00     | -            | 6,000.00     |
| 2016-00000079 | VALLEY PARK WELDING LLC                | FABRICATE AND INSTALL SPEAKER HANGERS-AMPHITHEATER             | Parks and Recreation | 3,445.00     | -            | 3,445.00     |
| 2016-00000080 | PARKING LOT MAINTENANCE, LLC           | SCHOETTLER ROAD BRIDGE ROW ACQUISITION                         | Capital Projects     | 24,747.00    | -            | 24,747.00    |

Note: These are outstanding purchase orders as of 12/31/16 which have been approved by Council, but were still in process at year end. The reappropriations LOWER the 2016 budgeted amount while increasing the 2017 budget amount.

**2016 Budget Reappropriation  
Outstanding PO's - 12/31/16**

| PO #          | Vendor                                 | Description                                              | Department           | Amount    | Expensed  | Roll Forward |
|---------------|----------------------------------------|----------------------------------------------------------|----------------------|-----------|-----------|--------------|
| 2016-00000081 | ALLEGRO CLASSICS LLC                   | SUNBRELLA                                                | Parks and Recreation | 6,298.00  | -         | 6,298.00     |
| 2016-00000082 | LANDMARK SIGN COMPANY LLC              | TICKET BOOTH WRAP                                        | Parks and Recreation | 2,574.36  | -         | 2,574.36     |
| 2016-00000083 | SPECTRUM REACH                         | 2017 ADS                                                 | Parks and Recreation | 2,000.00  | -         | 2,000.00     |
| 2016-00000084 | LELAND DREXLER-RUSSELL                 | PUBLIC ART COMPETITION                                   | Parks and Recreation | 9,000.00  | -         | 9,000.00     |
| 2016-00000085 | CONTEMPORARY PRODUCTIONS               | BAND-4TH OF JULY 2017-FATPOCKET                          | Parks and Recreation | 3,300.00  | 1,650.00  | 1,650.00     |
| 2016-00000088 | FOUNTAIN PEOPLE INC A PLAYCORE COMPANY | 2 WATER FEATURES                                         | Parks and Recreation | 3,931.00  | -         | 3,931.00     |
| 2016-00000089 | LAKESIDE EXTERIORS INC                 | CITY OF CHESTERFIELD 2ND BEER GARDEN AGREEMENT D/E STAND | Parks and Recreation | 24,900.00 | 4,980.00  | 19,920.00    |
| 2016-00000090 | KIRKWOOD FENCE, INC.                   | CVAC/NEW POSTS                                           | Parks and Recreation | 25,102.00 | 11,000.00 | 14,102.00    |
| 2016-00000091 | AMERICAN READY MIX CO.                 | CONCRETE                                                 | Parks and Recreation | 40,000.00 | 2,339.00  | 37,661.00    |
| 2016-00000092 | GREENFIELD TURF FARM LLC               | SOD                                                      | Parks and Recreation | 24,600.00 | -         | 24,600.00    |
| 2016-00000093 | FEATURE GROUP USA LLC                  | VETERANS HONOR PARK APP                                  | Parks and Recreation | 1,250.00  | -         | 1,250.00     |
| 2016-00000094 | BRIMBLECOM, JR., WILLIAM HARRIS        | SUMMER BREEZE CONCERT-7/22/2017                          | Parks and Recreation | 4,500.00  | -         | 4,500.00     |
| 2016-00000095 | WESTPORT POOLS, INC.                   | END OF 2016 POOL AUDIT                                   | Parks and Recreation | 35,000.00 | -         | 35,000.00    |
| 2016-00000096 | CROWN TROPHY                           | 2 BRONZE CASTINGS                                        | Parks and Recreation | 3,400.00  | -         | 3,400.00     |
| 2016-00000097 | GAMETIME                               | 2 EXPRESSION SWINGS-PER QUOTE #118300                    | Parks and Recreation | 2,768.97  | -         | 2,768.97     |
| 2016-00000098 | FARVER, DAVID                          | CONCERT-JUNE 17, 2017                                    | Parks and Recreation | 3,000.00  | 1,500.00  | 1,500.00     |
| 2016-00000099 | RATTLE AND HUM KC LLC                  | CONCERT - JUNE 3, 2017                                   | Parks and Recreation | 3,000.00  | 1,500.00  | 1,500.00     |
| 2016-00000100 | IN THE STUDIO LLC                      | JULY 8, 2017 CONCERT-ROCKIN' CHAIR                       | Parks and Recreation | 18,720.00 | -         | 18,720.00    |
| 2016-00000104 | APTITUDE CONSTRUCTION LLC              | AMPHITHEATER STORAGE ROOM                                | Parks and Recreation | 750.00    | -         | 750.00       |
| 2016-00000105 | ONE TEN MARKETING, LLC                 | 22 OZ STADIUM CUPS                                       | Parks and Recreation | 4,765.00  | -         | 4,765.00     |
| 2016-00000106 | LOGIC SYSTEMS PRODUCTION, LLC          | SOUND/LIGHTS SUMMER CONCERTS                             | Parks and Recreation | 9,489.81  | -         | 9,489.81     |
| 2016-00000107 | LOGIC SYSTEMS PRODUCTION, LLC          | SOUND/LIGHTS FOR MUSIC & ARTS FESTIVAL                   | Parks and Recreation | 2,000.00  | -         | 2,000.00     |
| 2016-00000108 | PTV AMERICA, INC.                      | PTV VISION TRAFFIC SOFTWARE-CUSTOM VISUM TRAINING        | Planning Planning    | 18,190.15 | -         | 18,190.15    |
| 2016-00000111 | GREENFIELD TURF FARM LLC               | SOD FOR FIELD RENOVATION                                 | Parks and Recreation | 18,190.15 | -         | 18,190.15    |

Note: These are outstanding purchase orders as of 12/31/16 which have been approved by Council, but were still in process at year end. The reappropriations LOWER the 2016 budgeted amount while increasing the 2017 budget amount.



Finance Director  
636-537-4726

## M E M O

DATE: March 10, 2017

TO: Mike O. Geisel, City Administrator

FROM: Craig D. White, Finance Director *CDW*

RE: Compensation & Benefit Review Recommendation

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During the 2017 budget development process, the City Council authorized a study of the compensation and benefit package, in an amount not to exceed \$35,000. Subsequently, Staff developed a proposed scope of work which Council reviewed and accepted in January of 2017. The compensation and benefits system is a complex, integrated network of programs which has not been reviewed/evaluated by professional consultants since 2001. In order to provide the tools necessary for Management and Council to make informed and supported decisions, it is critical that complete, current, and accurate market information is available.

Requests for proposal were issued on Thursday, December 15, 2016. The City received seven proposals, each which was thoroughly reviewed and evaluated. The primary focus of the initial reviews was ensuring that each vendor appeared to fully understand the approved scope of work. This would include a review of salary, insurance, perquisites, vehicles and the complete array of benefits as compared to market. Equally important, is to complete a job analysis of the critical positions such that the competitive market place is established for comparisons going forward.

After the list of potential consultants was narrowed to three (CBIZ, McGrath Resources Group, and Austin Peters Group), Mayor Bob Nation, Mr. Geisel, and Mr. White interviewed each of the remaining candidates. Throughout each discussion, the City's representatives made it clear that an independent professional evaluation was paramount to establishing the desired goals of this study and that it is in no way motivated by a presumption of market position, pro or con. Each of the firms interviewed displayed the experience and expertise necessary to provide a quality product. Ultimately, CBIZ stood out due to their unparalleled access to industry data, proximity to Chesterfield, and competitive price. I recommend that the proposal submitted by CBIZ be accepted and that City Council authorize the City Administrator to enter into a contract in an amount not to exceed \$25,000, which is well below the \$35,000 budgeted for this work.



## SERVICES AGREEMENT

This Agreement made by and between City of Chesterfield, Missouri ("Client") and CBIZ Benefits & Insurance Services, Inc. d/b/a CBIZ Human Capital Services ("CBIZ"), who will provide for Client one or more of the services more fully described herein and as indicated below.

CBIZ will perform the following services effective February 27, 2017:

Compensation Consulting Services (Addendum A)

The Terms of Agreement and all applicable Addendums are attached hereto. Client and CBIZ have read the Terms of Agreement and all attached Addendums and agree to be bound by their terms.

**Client**

**CBIZ Benefits & Insurance Services, Inc.**

City of Chesterfield, Missouri

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS OF AGREEMENT

1. Services Provided by CBIZ. CBIZ will perform one or more of the services selected by Client and pursuant to the services outlined on Addendum A, attached hereto and made a part hereof. The specific services to be performed for Client shall be determined by CBIZ and Client and may be modified from time to time as agreed upon between the parties.
2. Relationship of the Parties. It is understood and agreed that this Agreement does not create any employer/employee, partner or joint venturer relationship between the parties. The parties agree that the relationship between CBIZ and Client shall be that of independent contractors. As an independent contractor, CBIZ shall have the right to determine the means and methods to be used in accomplishing and providing the services to be rendered hereunder, including but not limited to outsourcing one or more services contemplated herein. Each party shall be responsible for all expenses involved in the execution of any services to be performed by them hereunder and shall also be responsible for all federal, state and local taxes that may be required to be paid by either party. The parties shall not have any express or implied rights or authority to assume or create any obligation or responsibility on behalf of or in the name of the other, except as may otherwise be set forth in this Agreement.

From time to time in the course of providing the services hereunder, CBIZ has and will continue to provide Client with independent industry data and information for Client and its management to materially utilize in making decisions related to Client's job descriptions and/or compensation structures. Client will be responsible for management decisions and functions, and for designating an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee any services CBIZ may provide. Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services; provided, however, the aforesaid shall in no way waive, release, obviate or mitigate the obligations, covenants, responsibilities and liabilities of CBIZ under this Agreement.

3. Requests of Information. Client acknowledges the importance of providing complete and accurate information to CBIZ prior to the effective date of any and all services provided hereunder. CBIZ, from time to time, will request certain information from Client, which is necessary to enable CBIZ to adequately perform its duties hereunder. Client shall, within fifteen (15) days of the mailing or hand delivery of such request, furnish CBIZ with all information requested. CBIZ, its officers, employees and agents shall not be liable for any damages, taxes, interest, penalties, or fines incurred by Client if all the requested information is not furnished within the time period set forth in this paragraph.
4. Reliance on Client Provided Information. All information supplied to CBIZ by Client shall be provided in writing or in such electronic media as is acceptable to the parties and such information shall be true and correct to the best of Client's belief and knowledge. CBIZ may rely on any such information furnished by authorized individual(s) of Client and shall have no responsibility to inquire into its correctness or accuracy. CBIZ shall incur no liability for reliance on such information in the performance of its services. If the information supplied proves to be incorrect, Client will, if applicable, pay CBIZ based upon then current hourly rates for the costs of all work to correct such information. Client shall use reasonable efforts to retain duplicate copies of information or material sent to CBIZ and for taking other precautions as it deems necessary in case such information or materials are lost or destroyed, regardless of cause, or in case information reprocessing is needed for any reason.
5. Limitation of Liability. CBIZ's services under this Agreement shall be limited to the services outlined on the Addendums attached hereto. CBIZ, its officers, employees and agents will not furnish any legal, tax or accounting advice for which its officers, employees or agents are not licensed to furnish but will direct such questions either directly to or through Client. Client bears responsibility to direct such questions to its legal counsel and accountant. CBIZ's liability shall be limited only to substantiated and proven direct damages. CBIZ shall not be liable for indirect, special or consequential damages arising out of any breach of this Agreement.
6. Prior Acts or Omissions. CBIZ shall not be liable for any acts or omissions with respect to the services provided hereunder, which were committed before the date of this Agreement by another third party provider. CBIZ shall also not be liable for any acts or omissions with respect to the services provided hereunder for the Plan which occur after this Agreement's termination, except for acts or omissions in connection with the transfer of records upon termination of this Agreement as provided in Section 14 of this Agreement.

7. Indemnification. Subject to the limitations stated in Section 6 above and notwithstanding any other provision to the contrary, CBIZ agrees to indemnify and hold harmless Client and its officers, directors, employees, agents and affiliates from and against any and all loss, liabilities, demands, claims, actions and expenses (including, without limitation, any attorneys' fees and taxes) arising out of, or in connection with, any breach of CBIZ's responsibilities under this Agreement which are found to constitute gross negligence or willful misconduct. The provisions of this Section shall survive termination of this Agreement for a period not to exceed three (3) years from the date of termination of this Agreement, and shall be binding on the parties' successors and assigns.
8. Fees. The fees for CBIZ's services performed hereunder shall be outlined on Addendum B, attached hereto and made a part hereof.
9. Confidentiality. CBIZ, its officers, employees and agents agree not to disclose or use during or subsequent to termination of this Agreement, any confidential information relating to Client's business unless such use is required in the performance of this Agreement. The parties agree and understand that confidential information is any information that is treated as confidential by either party and/or has not been made generally available to the public. Such information shall include, but not be limited to, employee information, client and customer lists, data, records, computer programs, manuals, processes and methods that each party may have become privileged to during the course of this Agreement. Client will keep all documents confidential, subject to the laws of the State of Missouri and the ordinances of the City of Chesterfield. All records and other materials related in any way to each party's business shall be and remain the respective party's property during and after the termination of this Agreement. Upon termination of the Agreement, each party shall promptly return to the other party all copies of materials involving confidential information in the other party's possession or control. The parties further agree and acknowledge that they will disclose the confidential information only to those directors, officers or employees that have an absolute need to know for the purposes of the Agreement. The provisions of this Section 10 shall survive the termination of this Agreement.
10. Authorization to Disclose Client Information. Client authorizes CBIZ to share Client information with other CBIZ affiliated companies for the limited purpose of providing other services for Client by a CBIZ affiliated company. Client further authorizes CBIZ to provide Client information to approved third party vendors who are providing services for Client; however CBIZ will not disseminate any information to any third party unrelated to CBIZ without Client's written authorization.
11. Ownership of CBIZ Intellectual Property. CBIZ shall retain all rights, title to and interest in any and all intellectual property developed in connection with the provision of services and relationship contemplated by this Agreement. For purposes of this Agreement, intellectual property shall include, but not be limited to, computer software, source code and written processes and procedures.
12. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by registered mail, postage prepaid, addressed as follows:

CBIZ: CBIZ Benefits & Insurance Services, Inc.  
11440 Tomahawk Creek Parkway  
Leawood, Kansas 66211  
Attn: General Counsel

Client: City of Chesterfield, Missouri  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017

If any party gives written notice of a change in address, notice to that party shall thereafter be given at the new address set forth in the notice.

13. Term and Termination. This agreement is effective February 27, 2017, and will remain in effect until such time as the services provided hereunder have been completed. Either party may terminate this Agreement at any time with fifteen (15) days prior written notice. Upon termination, CBIZ shall be entitled to receive all of the fees due through the termination date plus reasonable costs related to termination, including without limitation costs of generating termination related reports and accounting. CBIZ shall have no responsibility to release any records, plan data,

electronic files or other information to Client until CBIZ has received payment in full for any fees due and owing to CBIZ pursuant to this Section and Section 8 above.

14. Amendment. The terms and provisions of this Agreement and the attached Addendums may be modified or amended only by written agreement executed by the parties hereto.
15. Waiver. No waiver of any breach of this Agreement shall constitute a waiver of any other breach, whether of the same or any other terms of this Agreement, nor shall any delay or omission of either party's exercise of any right arising from any default affect or impair the party's rights as to the same or future default.
16. Severability. In case any provision of this Agreement is invalid or unenforceable, the validity and enforceability of the Agreement's remaining provisions shall not in any way be affected or impaired.
17. Successor and Assigns. This Agreement and all Addendums shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. However, this Agreement shall not be assigned to any other party without the other party's written consent.
18. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Missouri, without regards to principles of conflicts of laws. Both parties to this Agreement hereby irrevocably submit to the jurisdiction of the courts of the state of Missouri (state or federal) over any dispute arising out of this Agreement and agree that all claims in respect of such dispute shall be determined in such court.
19. Entire Agreement. This Agreement and all attached Addendum(s) contain the entire understanding between the parties with respect to the subject matter herein and supersedes any prior or contemporaneous written or oral agreement between them related to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement, which are not fully expressed herein.
20. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions. All pronouns used in this Agreement shall be deemed to refer to the masculine, feminine or neuter gender as the context requires.
21. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally blank]

**ADDENDUM A**  
**COMPENSATION EVALUATION CONSULTING SERVICES**  
**SCOPE OF SERVICES**

**Step 1 - Project Kickoff Meeting** *(includes one on-site meeting)*

- CBIZ meets with key staff of Client to:
  - Discuss overall project goals and schedule.
  - Gain a deeper understanding of the compensation philosophy, objectives, plans, areas for improvement, time frames and culture of the Client.
  - Discuss the various components of total cash compensation and the relative impact of this study.
  - If desired, CBIZ will draft a communication letter from management to the employees describing the goals and impact of the study.

**Step 2 - Job Data Collection and Reconciliation**

- Client submits to CBIZ all requested information and data.
  - Data collected will relate to current pay practices and programs; ascertain specific details regarding the current pay determination process, current job descriptions, internal equity issues, etc.
- CBIZ assesses the data in its entirety to ensure that all necessary information has been submitted and that there are no discrepancies. This step will ensure that the new compensation plan reflects current and accurate job titles and supporting documentation for each employee included in the plan.
  - CBIZ will reconcile submitted job descriptions with employee job titles to make sure that a job description for each employee is available.
  - CBIZ will notify Client of any submitted job descriptions for which there is no incumbent to determine whether re-titling is needed, the job is unfilled or the job has been eliminated.

**Step 3 - Evaluate Job Documentation and Job Analysis Questionnaire (JAQ)**

- It is important to understand how the jobs are currently performed so that they can be evaluated and compared to the market. In order to ensure job documentation is complete, up-to-date and accurate, CBIZ proposes to conduct the following steps:
  - CBIZ reviews job documentation for each of the jobs being priced.
  - CBIZ and Client determine documentation gaps that result in an incomplete understanding of the job in its various roles and settings. If necessary and at no additional cost, CBIZ develops and distributes a job analysis questionnaire to obtain information which should be addressed in the position profiles such as the duties of the position and Fair Labor Standard Act ("FLSA") and Americans with Disabilities Act ("ADA") issues. The following steps elaborate on the JAQ process:
    - CBIZ or Client disseminates the questionnaire, in online and electronic format, to all applicable staff members. It is recommended that employees complete the online version, if possible, as this results in a direct submission of information to CBIZ.

- The Client staff completes the questionnaire within the designated time frame, generally two (2) to three (3) weeks.
- Completed questionnaires are concurrently redistributed to supervisors for review and comment. The purpose of the supervisor review is to confirm job information and provide clarification, as needed.
- Should CBIZ observe key differences between employee and supervisor comments, additional information will be requested.

#### **Step 4 - Review Classification Assignments**

- CBIZ assesses existing job descriptions and completed JAQs to determine the duties, responsibilities and qualifications of each Client job.
- Based on the duties performed by incumbents of each job, CBIZ proposes reclassifications.
  - As part of this process, CBIZ will recommend areas for consolidation or separation of job titles and changes to titles. Doing so will clarify the revised classifications by providing job titles that are more representative of actual job duties and levels.
  - CBIZ will propose a revised titling structure that is aligned with the appropriate career ladders. The goal of the titling structure will be to enhance consistency across all Client departments.
- CBIZ discusses the proposed reclassifications, function categorization and title changes with Client's Human Resources staff to develop recommendations.

#### **Step 5 - Identify Relevant Labor Markets**

- The three (3) most important labor market characteristics are the size of the city, geographic scope and industries from which an organization recruits talent. CBIZ will determine each characteristic as it relates to Client before reviewing survey sources and conducting the market analysis.
1. **Size of Organization:** A key factor to be considered in determining the market-competitive compensation, particularly for senior level positions, is the size of the business. CBIZ will request Client's most recent and projected operating budget as well as population served to ensure that organizational size is accurately reflected in the data utilized.
  2. **Geographic Scope:** Most hourly paid jobs such as clerical jobs are recruited locally. Professional jobs may be recruited state wide or regionally. Because individuals who work in senior management positions often relocate solely to accept a new job, national searches are commonly conducted for these positions. In contrast, hourly employees seldom relocate primarily on the basis of a job.
  3. **Industry Scope:** Some jobs only exist within a certain industry and are most accurately priced to that industry exclusively. Conversely, some jobs are found in all organizations, and the true market for these jobs usually considers this broader market. Most clerical and trades jobs can be found in any organization. For Client, CBIZ will consider municipalities, government entities and the broader labor market, as appropriate.

## **Step 6 - Conduct External Market Analysis**

- Conduct published survey analysis to collect competitive base salary and total cash compensation (base salary plus annual incentive) data for similar positions in comparable organizations paying employees to perform similar functions.
  - 
  - CBIZ will utilize our proprietary database that automatically compiles data from numerous published surveys to provide data for Client's analysis. Additionally, CBIZ will incorporate any surveys which the City subscribes into the analysis.
  - CBIZ will also solicit and collect salary survey information from select cities and governments that Client identifies as peer organizations.
  - CBIZ will ensure that all data collected accurately reflects Client's industry, locations and organizational size.
- CBIZ prices jobs to the market and recommends appropriate salary grade placement. The key to this step is comparing actual skills, duties and responsibilities to market data as opposed to merely matching job titles.
- Provide data at the 25<sup>th</sup>, 50<sup>th</sup> and 75<sup>th</sup> percentiles. If Client selects a different compensation philosophy (e.g. 65<sup>th</sup> percentile), CBIZ will provide that percentile, too.

## **Step 7 - Administer Custom Compensation Survey**

- CBIZ conducts a survey of approved peer municipalities and government entities.
  - Peer organizations are likely to be much more responsive to a shorter, more concise survey. While it is anticipated all or nearly all jobs will be included in the survey, the exact number of benchmark jobs will be determined by CBIZ and approved by Client.
  - CBIZ and client determine defensible, comparable entities to which Client should be compared. It is anticipated that a group of up to twenty (20) entities will be selected.
  - CBIZ distributes a survey to the selected organizations to collect salary information for select bench mark jobs from the comparable entities. CBIZ analyzes the data and prepares a summary, which will be provided to Client as well as participants. Individual participant data will not be disclosed.
- CBIZ recently conducted a survey of Greater Saint Louis area municipalities on behalf of the City of Wentzville, Wildwood, Shrewsbury. Cities invited to participate in this survey include Arnold, Ballwin, Brentwood, Bridgeton, Chesterfield, Clayton, Creve Coeur, Fenton, Florissant, Frontenac, Glendale, Hannibal, Hazelwood, Jefferson City, Kirkwood, Ladue, Lake Saint Louis, Maplewood, Maryland Heights, Mehlville, Oakville, O'Fallon, Olivette, Richmond Heights, Rock Hill, Shrewsbury, Saint Charles, Saint Peters, University City, Washington, Webster, Wentzville and Wildwood.
  - These cities have been incorporated into CBIZ's public sector database.

### Step 8 - Design Pay Structure(s)

- Update Client's market-based pay structure.
- Additionally, CBIZ and Client will discuss the need for and pros and cons of creating separate salary structures for critical and/or hard to fill technical and professional positions.
- Finalize the draft market-competitive pay structures considering Client's locations, number of jobs, the compensation philosophy and potential for future growth.
- Slot employees into the salary structures based upon their current position/pay and the market-competitive data collected in the market analysis step.

### Step 9 - Conduct Benefits Comparison Assessment

- Compare Client's benefits costs currently in place to the market competitive published survey data.
- Determine Client's competitive position with regards to benefit levels.
- CBIZ will compare the following benefits of Client to the competitive labor market:

#### *Legally-Required*

- Federally-Required Payroll Taxes
- Unemployment Compensation
- Workers' Compensation Insurance
- Other

#### *Payments for Time Not Worked*

- Payments for Holidays
- Sick Leave Pay
- Payments for Vacations
- Paid Time Off
- Family and Medical Leave Pay
- Other

#### *Retirement and Savings*

- Defined Benefit Pension Plan
- Cash Balance or Other Hybrid Plan
- 401(K) and similar
- Profit-Sharing
- Stock Bonus / ESOP
- Other
- Administration Costs

#### *Medical and Medically-Related Payments*

- STD, Sickness or Accident Insurance
- LTD or Wage Continuation
- Medical Insurance Premiums
- Dental Insurance Premiums
- Vision Care
- Retiree Medical Insurance Premiums
- Life Insurance and Death
- Prescription Drug Coverage
- Other (EAP, Other Employee Welfare)
- Administration Costs

#### *Miscellaneous Benefit Pay*

- Severance Pay
- Child Care
- Employee Education Expenditures
- Discounts
- Other Benefits

- Any significant differences between Client's benefits levels and those reported in the market data will be identified.

### Step 10 - Financial Impact Analysis

- CBIZ compares Client's current compensation practices to the market-competitive data and recommended salary range assignments.

- In addition to evaluating each compensation component individually, CBIZ compares the total compensation provided to Client's employees to market-competitive data. Total compensation will be represented as the sum of the base salary and benefits.
- CBIZ identifies potential compression issues among employees. At the request of Client, compression-related adjustments may be included in implementation costs analyses.
- CBIZ models the implementation costs. The primary recommended pay adjustments will focus on bringing all employees to at least the minimum of their recommended salary range. If the budget does not allow for the recommended change in a single year, CBIZ will design multiple year implementation strategies.
- CBIZ provides an employee-by-employee analysis that details the cost of the proposed market-based pay adjustments.
- CBIZ and Client discuss and determine the optimal implementation strategy considering cost, culture and other issues.

#### **Step 11 - Conduct Meeting to Discuss Draft Recommendations and Internal Equity Adjustments**

*(includes one on-site meeting)*

- CBIZ drafts a written report documenting the methodology, findings and recommendations related to each key phase of the study.
- Conduct a meeting with appropriate Client staff to:
  - Review the results of the job classification and market pay analyses,
  - Discuss the draft salary structure,
  - Assess the internal equity of each job,
  - Evaluate the financial impact cost analysis and implementation strategies for the compensation recommendations.
- Make any necessary changes in plan design resulting from the meeting (assumes one set of revisions).

#### **Step 12 - Update Salary Administration Guide**

- Update Client's salary administration guide that provides direction for maintaining the compensation plan.
  - Topics may include:
    - Annual compensation planning
    - Pay increase recommendations
    - Hiring pay
    - Promotions
    - Demotions
    - Job classification / reclassification
    - Assigning new jobs to the pay structure
    - Policy exceptions
    - Approvals and notifications

**Step 13 – Discuss and Finalize Plan Design** *(includes one on-site meeting with elected officials and staff)*

- Conduct a meeting with the key Client stakeholders to present the overall classification and compensation plan design and results of the project.
- Issue the project written report and all corresponding exhibits.
- CBIZ prepares a communications piece for employees to review the project methodology and provide an overview of the study results and recommendations.

**Ongoing Administration**

CBIZ will provide Client with salary structure update factors for up to five (5) years. This ensures that the new compensation system remains competitive for years to come. No additional fees will be charged for the annual update factors. CBIZ will also be available, for a fee, to market price and recommend salary grades for requested jobs on an as-needed basis.

**ADDENDUM B**  
**FEE FOR SERVICES**

CBIZ's professional fee structure is based upon standard hourly rates for consulting services. The fees for the services provided are not contingent upon the findings and results of the services provided but are based on the actual time spent on the project. Based upon our prior experience in conducting similar projects, CBIZ guarantees that total professional fees for the Comprehensive Compensation Study will not exceed Nineteen Thousand Dollars (\$19,000.00). This fee reflects the total cost for provision of all services outlined, excluding the ad hoc market compensation evaluations described under Ongoing Administration. CBIZ typically bills clients for direct project out-of-pocket expenses (travel expenses, overnight mail, printing of private survey results, mileage, etc.); however CBIZ will absorb these costs and not pass them through to Client.

CBIZ shall invoice Client each month for the progress payments, with any remaining balance due upon completion of the project.

If the volume of work changes substantially due to change in scope the parties may need to discuss an adjustment in the professional fees documented herein. CBIZ does not anticipate that this will occur; however, CBIZ would discuss this with Client before proceeding and obtain Client's prior approval.

## MEMORANDUM



**TO:** Tom McCarthy, Director of Parks, Recreation and Arts

**FROM:** Jason Baucom, Superintendent of Arts & Entertainment

**DATE:** March 6, 2017

**SUBJECT:** Chesterfield Amphitheater Sound System

Staff recently requested bids for the procurement and installation of a "Professional Turnkey Line Array Sound System" for the Chesterfield Amphitheater. The specifications called for **One (1), New or Used(Serviced and in Good(Grade 7-8) or above Condition), Complete Turnkey Line Array System for the Chesterfield Amphitheater.** After public advertisement, a total of twenty two(22) sets of bid documents were downloaded from the City of Chesterfield website. At the deadline, only two companies submitted a bid for said Sound System.

|                                |              |
|--------------------------------|--------------|
| Logic Systems                  | \$64,790     |
| Metropolitan Interactive, Ltd. | \$103,959.90 |

Staff has reviewed the bids and accordingly is recommending accepting the bid received from Logic Systems. The Yamaha Nexo Geo Sound System has been determined to meet our needs and offer the most competitive price. Logic Systems is a well-respected local company that can also provide any service needs if required. Their bid of \$64,790 comes under our approved budget of \$65,000. The line array sound system they have bid is for a lightly used highly regarded Yamaha Nexo Geo System that originally retailed for over \$200,000. We are familiar with this system due to its previous use at the Chesterfield Amphitheater during the Taste of St. Louis and Pedal the Cause.

Funds for the sound system have been budgeted in the 2017 Improvements other than Buildings Account 019-084-5480 in the amount of \$65,000.

**The Parks, Recreation, & Arts Department is recommending that City Council accept the competitive pricing submitted by Logic Systems in the amount of \$64,790. The Purchase order should be made out to Logic Systems, 255 Marshall Rd, St. Louis, MO 63088.**

Please let me know if you have any questions or require additional information.

Concurrence: \_\_\_\_\_

Tom McCarthy, Director of Parks, Recreation and Arts

**Chesterfield Amphitheater Bid Results 2017 Turnkey Line  
Array Sound System**

|                                                        | <b>Logic Systems Total</b> | <b>Metropolitan Interactive,<br/>Ltd.</b> |
|--------------------------------------------------------|----------------------------|-------------------------------------------|
| <b>Line Array Element</b>                              | <b>\$23,800.00</b>         | <b>\$33,698.00</b>                        |
| <b>Line Array Element</b>                              | <b>\$3,400.00</b>          | <b>\$4,814.00</b>                         |
| <b>Rigging Frame</b>                                   | <b>\$4,800.00</b>          | <b>\$8,512</b>                            |
| <b>Rigging Pin</b>                                     | <b>\$640.00</b>            | <b>\$2,176.00</b>                         |
| <b>Rigging Grid</b>                                    | <b>\$1,400.00</b>          | <b>\$1,850.00</b>                         |
| <b>Subs</b>                                            | <b>\$14,000.00</b>         | <b>\$8,636.00</b>                         |
| <b>Caster Plate</b>                                    | <b>\$100.00</b>            | <b>\$828.00</b>                           |
| <b>Cover/Strap Kit</b>                                 | <b>\$100.00</b>            | <b>\$978.00</b>                           |
| <b>1200' 12/4 installation<br/>grade speaker cable</b> | <b>\$2,400.00</b>          | <b>\$3,000.00</b>                         |
| <b>Amp</b>                                             | <b>\$12,000.00</b>         | <b>\$18,954.00</b>                        |
| <b>Expansion Card</b>                                  | <b>\$900.00</b>            | <b>\$3,003.00</b>                         |
| <b>Installation grade<br/>amplifier rack</b>           | <b>\$400.00</b>            | <b>\$2,243.00</b>                         |
| <b>Audio i/o panel</b>                                 | <b>\$50.00</b>             | <b>\$202.00</b>                           |
| <b>Installation</b>                                    | <b>\$800.00</b>            | <b>\$13,565.00</b>                        |
| <b>Bond/Freight</b>                                    |                            | <b>\$4,300.00</b>                         |
| <b>Total</b>                                           | <b>\$64,790.00</b>         | <b>\$103,959.00</b>                       |

**BID FORM**

BID TIME: 9:30am

BID DATE: March 1, 2017

TO: THE CITY OF CHESTERFIELD

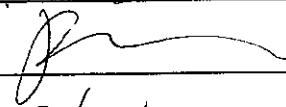
The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda \_\_\_\_\_ through \_\_\_\_\_, for the

**LINE ARRAY SYSTEM FOR THE  
CHESTERFIELD AMPHITHEATER  
City Project No. 2017-PK-01**

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 a turnkey Line Array System for the Chesterfield Amphitheater per the Technical Specifications herein.  
The Contract contains a binding arbitration provision which may be enforced by the parties.

**Bid submitted by:**

Company Name: Logic Systems  
Address: 255 Marshall Road, Suite 160  
City, State: Valley Park, Mo 63088  
Phone number: 314-968-4050 Fax: 314-968-2599  
E-mail address: chip@logicsound.com  
Type of Firm: Sole Partnership ☒ Partnership \_\_\_\_\_  
Corporation \_\_\_\_\_ Other \_\_\_\_\_  
Officer: Howard J. Self  
Title: President  
Signature:   
Date: 3/23/17

| BID FORM 2017 Turnkey Line Array Sound System             |          |            |             |
|-----------------------------------------------------------|----------|------------|-------------|
| Brand                                                     |          | Model      |             |
|                                                           | Quantity | Unit Price | Total       |
| <b>Line Array Element</b><br>Nexo Geo S1210 - used        | 14       | \$1,700.00 | \$23,800.00 |
| <b>Line Array Element</b><br>Nexo Geo 61230 - used        | 2        | \$1,700.00 | \$3,400.00  |
| <b>Rigging Frame</b><br>Nexo GPT-XBOW-used                | 16       | \$300.00   | \$4,800.00  |
| <b>Rigging Pin</b><br>Nexo UXT-BL920-used                 | 64       | \$10.00    | \$640.00    |
| <b>Rigging Grid</b><br>Nexo GPT-BUMPER-used               | 2        | \$700.00   | \$1,400.00  |
| <b>Subs</b><br>Nexo CD-18-used                            | 4        | \$3,500.00 | \$14,000.00 |
| <b>Caster Plate</b><br>Nexo CDT-WB18-used                 | 2        | \$50.00    | \$100.00    |
| <b>Cover/Strap Kit</b><br>Custom covers-used              | 2        | \$50.00    | \$100.00    |
| <b>1200' 12/4 installation grade speaker cable 1,200'</b> | 1200     | \$2.00     | \$2,400.00  |
| <b>Amp</b><br>Nexo NXAMP4X4-used                          | 3        | \$4,000.00 | \$12,000.00 |
| <b>Expansion Card</b><br>Nexo NXES104-used                | 3        | \$300.00   | \$900.00    |
| <b>Installation grade amplifier rack</b><br>Custom        | 1        | \$400.00   | \$400.00    |
| <b>Audio i/o panel</b><br>Custom                          | 1        | \$50.00    | \$50.00     |
| <b>Installation</b>                                       | 16       | \$50.00    | \$800.00    |
| <b>Total</b>                                              |          |            | \$64,790.00 |

## **SPECIFICATION COMPLIANCE**

This form describes the MINIMUM SPECIFICATIONS summary for:

**One (1), New or Used(Serviced and in Good(Grade 7-8) or above Condition), Complete Turnkey Line Array System for the Chesterfield Amphitheater.**

Unit must comply with the requirements of the applicable sections of the attached Technical Specification Document as summarized in the Specification Compliance Form below.

Bids must be offered as a complete, turn-key unit. All requirements of the Specifications must be met or exceeded or may be considered non-responsive. Incomplete responses will not be considered.

All equipment furnished under this contract shall be new or lightly used. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use shall also be included.

Listed below are the preferred specifications for said bid. Will also accept alternate systems that meet or exceed these requirements.

### **Minimum Equipment Specifications:**

- 3 or 4-way line array system
- System to be flown with ground stacked subs
- System to have processing and ALL cabling needed to operate
- Minimum (6) six to (8) eight cabinets per side with amplification to cover a 5000 person outdoor amphitheater.
- (4) four 18" speakers per side with amplification and cabling

14 Nexo GEO-S1210 line array element  
2 Nexo GEO-S1230 line array element  
16 Nexo GPT-XBOW rigging frame  
64 Nexo VXT-BL820 rigging pin  
2 Nexo GPT-BUMPER rigging grid  
4 Nexo CD-18 sub  
2 Nexo CDT-WB18 caster plate  
2 custom 2X CD-18 cover / strap kit  
1200 foot - 12/4 installation grade speaker cable  
3 Nexo NXAMP4X4  
3 Nexo NXES104 expansion card  
1 installation grade amplifier rack  
1 audio i/o panel

**SPECIFICATION COMPLIANCE cont'd**

Contractor shall deliver, set up and test the system. Upon completion of the installation and testing, the system must be approved before payment will be authorized. All crating and other debris must be removed from the premises. The Contractor will be solely responsible for correcting damage to premises resulting from the installation process.

Contractor shall be an authorized full service dealer, capable of replacing damaged equipment upon request.

Bidder shall provide all technical specifications about the items to be provided.

Bidder shall provide a complete list of components.

**CERTIFICATION OF NON-SEGREGATION**

By submission of this bid I certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any locations, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. I further agree that I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files, and that I will forward this notice to such proposed Contractors.

SIGNED: Contractor: Logic SystemsBy: Howard J Self IIDate: 3/23/17

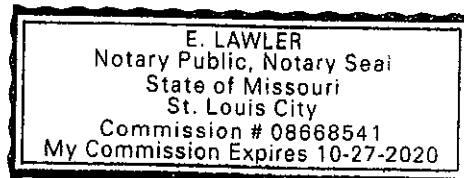
## ANTI-COLLUSION AFFIDAVIT

STATE OF MissouriCOUNTY OF St. LouisHoward J. Self #, being first duly sworn, deposes and says that  
he is President (sole owner, partner, president, secretary, etc.)

of Logic Systems, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED: [Signature]Title: PresidentSubscribed and sworn to before me this 24<sup>th</sup> day of February, 20 17

Seal of Notary

Notary Public [Signature]

In completing this form the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole owner, a partner, secretary, etc." should be struck out.

**BID FORM**

BID TIME: 9:30am

BID DATE: March 1, 2017

TO: THE CITY OF CHESTERFIELD

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

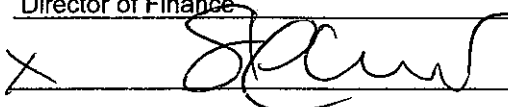
**LINE ARRAY SYSTEM FOR THE  
CHESTERFIELD AMPHITHEATER  
City Project No. 2017-PK-01**

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 a turnkey Line Array System for the Chesterfield Amphitheater per the Technical Specifications herein.  
The Contract contains a binding arbitration provision which may be enforced by the parties.

**Bid submitted by:**Company Name: Metropolitan interactive, LtdAddress: 9 S Cherry StCity, State Wallingford, CT 06492Phone number: 800-951-8407 Fax: 203-200-7085E-mail address: dpatten@metinteractive.com

Type of Firm:      Sole Partnership \_\_\_\_\_      Partnership \_\_\_\_\_  
                         Corporation X                                      Other \_\_\_\_\_

Officer Stefan CattaneoTitle Director of FinanceSignature Date 2017-02-28

| BID FORM 2017 Turnkey Line Array Sound System |          |             |                     |
|-----------------------------------------------|----------|-------------|---------------------|
| Brand                                         |          | Model       |                     |
|                                               | Quantity | Unit Price  | Total               |
| Line Array Element                            | 14       | \$2,407.00  | \$33,698.00         |
| Line Array Element                            | 2        | \$2,407.00  | \$4,814.00          |
| Rigging Frame                                 | 16       | \$532.00    | \$8,512.00          |
| Rigging Pin                                   | 64       | \$34.00     | \$2,176.00          |
| Rigging Grid                                  | 2        | \$925.00    | \$1,850.00          |
| Subs                                          | 4        | \$2,159.00  | \$8,636.00          |
| Caster Plate                                  | 2        | \$414.00    | \$828.00            |
| Cover/Strap Kit                               | 2        | \$489.00    | \$978.00            |
| 1200' 12/4 installation grade speaker cable   | 1500     | \$2.00      | \$3,000.00          |
| Amp                                           | 3        | \$6,318.00  | \$18,954.00         |
| Expansion Card                                | 3        | \$1,001.00  | \$3,003.00          |
| Installation grade amplifier rack             | 1        | \$2,243.00  | \$2,243.00          |
| Audio i/o panel                               | 1        | \$202.00    | \$202.00            |
| Installation                                  | 1        | \$13,565.90 | \$13,565.90         |
| Bond                                          | 1        | \$2,800.00  | \$2,800.00          |
| Freight                                       | 1        | \$1,500.00  | \$1,500.00          |
| <b>Total</b>                                  |          |             | <b>\$103,959.90</b> |

**DATE:** March 8, 2016

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

**FROM:** James A. Eckrich, P.E. *[Signature]*  
Public Works Director / City Engineer

**RE:** 2017 Sidewalk Replacement Project B



As you know, due to the impacts of the Emerald Ash Borer (EAB) the Public Works Department has directed one street maintenance crew to work exclusively on the removal of Ash Trees located within the public right of way, as detailed in the EAB Action Plan approved by City Council in late 2015. Because the maintenance division will be concentrating its efforts on tree removal, the funding for 2017 contractual sidewalk repair was increased from \$200,000 to \$500,000. The Public Works Department plans to address sidewalk deficiencies through two separate projects / contracts in 2017. The first of these projects, known as the 2017 Sidewalk Replacement Project B, is an annual contract intended to address work orders and sidewalk deficiencies which the City becomes aware of throughout the year. The second project, which will concentrate on sidewalk deficiencies within specific subdivisions, will be submitted to City Council later this year.

The Department of Public Works publicly opened bids for the 2017 Sidewalk Replacement Project B on March 7, 2017. The results of the bid opening are detailed in the attached memorandum from Project Manager Matt Dooley. After reviewing the bids, Staff recommends the project be awarded to the low bidder, Amcon Municipal Concrete, in the amount of \$200,000. This includes the low bid amount \$189,400 and a modest contingency. Amcon has performed a substantial amount of work in the City of Chesterfield in the recent past and is highly recommended by City Staff.

The recommended allocation is within the amount budgeted for this project. Should you have questions or require additional information on this project, please let me know.

#### Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to enter into an Agreement with Amcon Municipal Concrete in the amount of \$200,000.

Concurrence:

*[Signature]*  
Craig White, Finance Director

# MEMORANDUM



**DATE:** March 8, 2017  
**TO:** Jim Eckrich, Public Works Director  
**FROM:** Matt Dooley, Project Manager   
**SUBJECT:** 2017 Sidewalk Replacement Project, 2017-PW-04B

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As you are aware, we opened bids for the above referenced project on March 7, 2017. Six bids were received:

| <u>Contractor</u>            | <u>Total Bid</u> |
|------------------------------|------------------|
| Amcon Municipal Concrete     | \$189,400.00     |
| Sweetens Concrete Services   | \$221,122.00     |
| J.M. Marschuetz              | \$227,525.00     |
| Lamke Trenching & Excavating | \$228,150.00     |
| R.V. Wagner                  | \$254,250.00     |
| Byrne & Jones Construction   | \$274,175.00     |

The low bidder, Amcon Municipal Concrete has successfully performed sidewalk work in the past for other municipalities as well as the City of Chesterfield. **Accordingly, I recommend acceptance of the bid of \$189,400.00 submitted by Amcon Municipal Concrete, with the cost of the project not to exceed \$200,000.00.** Adequate funding is available in the Capital Projects Sidewalk Improvements account, 120-079-5497, to fund this project.

A copy of the lowest and best bid is attached for the Department of Finance and Administration's use in preparing a purchase order for the project. Should you require additional information, please advise.

**EXHIBIT A****BID FORM**

BID TIME: 10:00 a.m.

BID DATE: Tuesday, March 7, 2017

TO: THE CITY OF CHESTERFIELD

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

Sidewalk Replacement Project  
2017-PW-04 B

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 remove and reconstruct 4" thick, 6" thick existing sidewalk, handicap ramps, and concrete aprons, including all necessary property restoration in various locations, as designated by the City.

**This project is intended to address sidewalk deficiencies throughout the City for the period of April 1, 2017 to March 31, 2018. Sidewalk quantity will vary based upon need; an estimate is provided in the bid tab for the purpose of comparing bids. The City intends to construct \$200,000 worth of sidewalk improvements with this project.**

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

**Bid submitted by:**Company Name: Amcon Municipal Concrete, LLCAddress: 850 Lone Star Dr.City, State: O'Fallon, MO 63366Phone number: 636-379-9396 Fax: 636-240-3699E-mail address: amcon concrete@yahoo.com

Type of Firm: Sole Partnership \_\_\_\_\_ Partnership ☒  
Corporation \_\_\_\_\_ Other \_\_\_\_\_

Officer: Paul J. AmelongTitle: MemberSignature: Paul J. AmelongDate: 3/7/17

**ITEMIZED BID  
CITY OF CHESTERFIELD  
2017 SIDEWALK REPLACEMENT PROJECT  
2017-PW-04 B**

| ITEM NO. | DESCRIPTION                                                                    | UNIT    | QUANTITY | UNIT PRICE              | EXTENDED PRICE              |
|----------|--------------------------------------------------------------------------------|---------|----------|-------------------------|-----------------------------|
| 1.1      | Removal and Replacement of 4" Sidewalk - Limestone or Meramec Gravel Aggregate | Sq. Ft. | 25,000   | <u>7<sup>00</sup></u>   | <u>175,000.00</u>           |
| 2.1      | Removal and Replacement of 6" Sidewalk - Limestone or Meramec Gravel Aggregate | Sq. Ft. | 1,500    | <u>8<sup>00</sup></u>   | <u>12,000.00</u>            |
| 3.1      | Removal and Replacement Accessible Curb Ramps                                  | Each    | 2        | <u>500<sup>00</sup></u> | <u>1,000.00</u>             |
| 4.1      | Removal and Replacement of Drive Approach                                      | Each    | 2        | <u>700<sup>00</sup></u> | <u>1,400.00</u>             |
|          |                                                                                |         |          | TOTAL BID               | <u>189,400<sup>00</sup></u> |



**BID TABULATION**  
**2017 SIDEWALK REPLACEMENT PROJECT**  
**2017-PW-04B**  
**March 7, 2017**

| ITEM #           | DESCRIPTION                                                                    | UNITS   | QUANTITY | ENGINEER'S ESTIMATE |                     | Amcon Municipal Concrete |                     | Sweetens Concrete Services |                     | J.M. Marschuetz |                     | Lankle Trenching & Excavating |                     | R.V. Wagner |                     | Byrne & Jones Construction |                     |
|------------------|--------------------------------------------------------------------------------|---------|----------|---------------------|---------------------|--------------------------|---------------------|----------------------------|---------------------|-----------------|---------------------|-------------------------------|---------------------|-------------|---------------------|----------------------------|---------------------|
|                  |                                                                                |         |          | UNIT                | PRICE               | UNIT                     | PRICE               | UNIT                       | PRICE               | UNIT            | PRICE               | UNIT                          | PRICE               | UNIT        | PRICE               | UNIT                       | PRICE               |
| 1.1              | Removal and Replacement of 4" Sidewalk - Limestone or Meramec Gravel Aggregate | Sq. Ft. | 25,000   | \$5.84              | \$146,000.00        | \$7.00                   | \$175,000.00        | \$8.00                     | \$200,000.00        | \$8.25          | \$206,250.00        | \$8.25                        | \$206,250.00        | \$9.00      | \$225,000.00        | \$9.85                     | \$246,250.00        |
| 2.1              | Removal and Replacement of 6" Sidewalk - Limestone or Meramec Gravel Aggregate | Sq. Ft. | 1,500    | \$6.50              | \$9,750.00          | \$8.00                   | \$12,000.00         | \$8.50                     | \$12,750.00         | \$9.25          | \$13,875.00         | \$9.00                        | \$13,500.00         | \$13.50     | \$20,250.00         | \$11.15                    | \$16,725.00         |
| 3.1              | Removal and Replacement Accessible Curb Ramps                                  | L.S.    | 2        | \$1,300.00          | \$2,600.00          | \$500.00                 | \$1,000.00          | \$1,896.00                 | \$3,772.00          | \$1,900.00      | \$3,800.00          | \$2,250.00                    | \$4,500.00          | \$3,000.00  | \$6,000.00          | \$2,400.00                 | \$4,800.00          |
| 4.1              | Removal and Replacement of Drive Approach                                      | L.S.    | 2        | \$1,500.00          | \$3,000.00          | \$700.00                 | \$1,400.00          | \$2,300.00                 | \$4,600.00          | \$1,900.00      | \$3,800.00          | \$1,950.00                    | \$3,900.00          | \$1,500.00  | \$3,000.00          | \$3,200.00                 | \$6,400.00          |
| <b>TOTAL BID</b> |                                                                                |         |          |                     | <b>\$161,350.00</b> |                          | <b>\$189,400.00</b> |                            | <b>\$221,122.00</b> |                 | <b>\$227,525.00</b> |                               | <b>\$228,150.00</b> |             | <b>\$254,250.00</b> |                            | <b>\$274,175.00</b> |

**DATE:** March 8, 2017

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

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

**RE:** 2017 Trench Grate Replacement Project



As you know, the City of Chesterfield maintains approximately 176 miles of public streets. Many of these streets contain Trench Grates used to help collect storm water. The City of Chesterfield maintains 69 of these Trench Grates, which are located throughout the City. While the City typically budgets for the replacement of two of these grates per year, we have noticed that the overall condition of the City's Trench Grates has begun to deteriorate. Accordingly, we propose to accelerate replacement in 2017 and replace ten Trench Grates. Two of those Trench Grate replacements were included in 2017 Selective Slab Project A and B, which have already been approved by City Council. The remaining eight Trench Grates which warrant replacement at this time are included in the 2017 Trench Grate Replacement Project, which was approved as part of the 2017 Budget.

The Department of Public Works publicly opened bids for the 2017 Trench Grate Replacement Project on March 8, 2017. The results of the bid opening are detailed in the attached memorandum from Project Manager Mark Wilson. After reviewing the bids, Staff recommends the project be awarded to the low bidder, R.V. Wagner Incorporated, in the amount of \$170,000. This figure includes the bid amount (\$126,952) and a contingency to account for any change orders which may become necessary during the project. In this case the City will immediately issue a change order to add a Trench Grate on West Manor Drive, which also requires replacement at this time. R.V. Wagner has successfully performed work in the City of Chesterfield in the past, and is positively recommended by City Staff. While there was only one bid received for this project, the bid was within budget and the City Staff sees no benefit in re-bidding the project.

The streets included as part of this project are detailed on the last page of the attachment. Should you have questions or require additional information on this project, please let me know.

Concurrence:

  
Craig White, 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 R.V. Wagner Incorporated in the amount of \$170,000.

# MEMORANDUM



**DATE:** March 8, 2017  
**TO:** Jim Eckrich, Public Works Director  
**FROM:** Mark Wilson, Project Manager  
**SUBJECT:** 2017 Trench Grate Replacement Project, 2017-PW-05

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As you are aware, we opened bids for the above referenced project today, Wednesday, March 8, 2017. One bid was received:

| <u>Contractor</u> | <u>Total Bid</u> |
|-------------------|------------------|
| R.V. Wagner, Inc. | \$126,952.00     |

The lone bidder, R.V. Wagner Inc. has successfully performed street and sidewalk replacement work in the past in the City of Chesterfield.

**Accordingly, I recommend acceptance of the bid of \$126,952.00 submitted by R.V. Wagner Inc. and request authorization of work up to the amount of \$170,000.00. The additional funding will be used to add another trench grate to the work to be completed.** Adequate funding is available in the Capital Projects Street Improvements account, 120-079-5490, to fund this project.

A copy of the lowest and best bid is attached for the Department of Finance and Administration's use in preparing a purchase order for the project. Should you require additional information, please advise.

## EXHIBIT A

## BID FORM

BID TIME: 10:00 a.m.

BID DATE: Wednesday, March 8, 2017

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda 0 through 0, for the

Trench Grate Replacement Project  
2017-PW-05

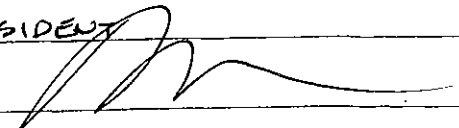
being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents for the following itemized bid.

The City is requesting unit price proposals for this work, consisting of all work necessary to remove and reconstruct approximately eight trench grates throughout the City.

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

**Bid submitted by:**Company Name: RV WAGNER, INCAddress: 4712 GREEN PARK RDCity, State ST. LOUIS MO 63123Phone number: 314-892-1600 Fax: 314-892-9496E-mail address: RWAGNER@RVWAGNER.COM

Type of Firm: Sole Partnership \_\_\_\_\_ Partnership \_\_\_\_\_  
Corporation ☒ Other \_\_\_\_\_

Officer SCOTT INSERRATitle PRESIDENTSignature Date 3-8-2016

**ITEMIZED BID  
CITY OF CHESTERFIELD  
2017 TRENCH GRATE PROJECT  
2017-PW-05**

| ITEM NO. | DESCRIPTION                              | UNIT     | QUANTITY | UNIT PRICE      | EXTENDED PRICE  |
|----------|------------------------------------------|----------|----------|-----------------|-----------------|
| 1        | GRATED TROUGH REPLACEMENT                | Each     | 8        | <u>11500.00</u> | <u>92000.00</u> |
| 2        | REMOVAL & REPLACEMENT OF P.C.C. PAVEMENT | Sq. Yd.  | 300      | <u>60.00</u>    | <u>18000.00</u> |
| 3        | JOINT SEALANT                            | Sq. Yd.  | 300      | <u>4.00</u>     | <u>1200.00</u>  |
| 4        | 4" ROLLED STONE BASE                     | Sq. Yd.  | 300      | <u>7.00</u>     | <u>2100.00</u>  |
| 5        | GEOTEXTILE FABRIC                        | Sq. Yd.  | 300      | <u>1.00</u>     | <u>300.00</u>   |
| 6        | SEEDING & MULCHING                       | Sq. Yd.  | 43       | <u>25.00</u>    | <u>1075.00</u>  |
| 7        | TRAFFIC CONTROL                          | L.S.     | 1        | <u>9000.00</u>  | <u>9000.00</u>  |
| 8        | SAWCUTTING                               | Lin. Ft. | 419      | <u>3.00</u>     | <u>1257.00</u>  |
| 9        | DRILLING AND DOWELING                    | Each     | 250      | <u>6.00</u>     | <u>1500.00</u>  |
| 10       | SILT FENCE                               | Lin. Ft. | 80       | <u>4.00</u>     | <u>320.00</u>   |
| 11       | INLET PROTECTION                         | Each     | 2        | <u>100.00</u>   | <u>200.00</u>   |

**TOTAL BID**

126952.00

**2017 TRENCH GRATE REPLACEMENT PROJECT**  
**2017-PW-05**

| Street | Address                | Subdivision           |
|--------|------------------------|-----------------------|
| 14798  | Greenleaf Valley Drive | Greenleaf Estates     |
| 1302   | Saltbox Drive          | Shenandoah            |
| 14764  | Timberbluff Drive      | Thousand Oaks         |
| 17130  | Chaise Ridge Road      | Country Place         |
| 532    | Oak Creek Meadows      | Oak Creek Meadows     |
| 14689  | Summer Blossom Lane    | Seasons at Schoettler |
| 50     | Bridgeway Drive        | Wildhorse             |
| 14725  | Timberway Court        | Thousand Oaks         |
| 329    | W Manor Drive          | Green Trails West     |

## **UNFINISHED BUSINESS**

There are no unfinished agenda items for Monday's meeting.

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

## **LEGISLATION – PLANNING COMMISSION**

**BILL NO. 3142** P.Z. 08-2016 BRECKENRIDGE MATERIALS (17971 N. OUTER 40 RD.) AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN EXISTING “FPM3” FLOOD PLAIN PLANNED INDUSTRIAL DISTRICT TO A NEW “PI” PLANNED INDUSTRIAL DISTRICT FOR A 2.688 ACRE TRACT OF LAND LOCATED ON THE NORTH SIDE OF NORTH OUTER 40 ROAD, EAST OF THE MISSOURI RIVER [BRECKENRIDGE MATERIALS]—(A 2.688 ACRE PORTION OF 16W240041).

BILL NO. 3142

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN EXISTING “FPM3” FLOOD PLAIN PLANNED INDUSTRIAL DISTRICT TO A NEW “PI” PLANNED INDUSTRIAL DISTRICT FOR A 2.688 ACRE TRACT OF LAND LOCATED ON THE NORTH SIDE OF NORTH OUTER 40 ROAD, EAST OF THE MISSOURI RIVER [BRECKENRIDGE MATERIALS]—(A 2.688 ACRE PORTION OF 16W240041).**

**WHEREAS**, the petitioner, Breckenridge Materials, has requested a zoning map amendment from a “FPM3” Flood Plain Planned Industrial District to a “PI” Planned Industrial District for a 2.688 acre area of land on a portion of the property at 17971 N. Outer 40 Rd., located on the north side of North Outer 40 Rd., east of the Missouri River; and,

**WHEREAS**, a Public Hearing was held before the Planning Commission on November 14, 2016; and,

**WHEREAS**, the Planning Commission, having considered said request, recommended approval of the change of zoning with modifications; and,

**WHEREAS**, the Planning and Public Works Committee, having considered said request, recommended approval of the change of zoning pending a requirement that the applicant provide a remedy to dust suppression; and,

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

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

**Section 1.** City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a “PI” Planned Industrial District for a 2.688 acre area of land on a portion of the property at 17971 N. Outer 40 Rd., located on the north side of North Outer 40 Rd., east of the Missouri River and as described as follows:

A tract of land being part of property conveyed to St. Charles Sand Company by deed recorded in deed book 6033, page 294 of the St.

Louis County records, in U.S. Survey 368, Township 45 north, Range 3 east, St. Louis County, Missouri and being more particularly described as follows:

Commencing at point on the east line of Missouri State Highway 40 TR, being 183.00 feet east of centerline p.c. station 43+40.72; thence northwardly along said east line of Missouri State Highway 40 TR north 15 degrees 40 minutes 37 seconds west 276.24 feet to a point; thence leaving said road line north 74 degrees 19 minutes 23 second east 353.38 feet to the actual point of beginning; thence north 2 degrees 15 minutes 22 second east 107.10 feet to a point; thence along a curve to the left whose radius point bears north 34 degrees 06 minutes 34 seconds west 91.89 feet from the last mentioned point, a distance of 67.80 feet to a point; thence along a curve to the right whose radius point bears south 82 degrees 47 minutes 17 seconds east 81.66 feet from the last mentioned point, a distance of 89.78 feet to a point; thence north 77 degrees 03 minutes 26 seconds east 95.98 feet to a point; thence north 87 degrees 01 minutes 46 seconds east 43.70 feet to a point; thence north 03 degrees 40 minutes 22 seconds east 136.97 feet to a point; thence north 84 degrees 13 minutes 01 seconds east 39.44 feet to a point; thence north 75 degrees 13 minutes 09 seconds east 91.87 feet to a point; thence south 13 degrees 44 minutes 39 seconds east 96.74 feet to a point; thence south 06 degrees 18 minutes 01 seconds east 76.34 feet to a point; thence south 03 degrees 39 minutes 17 seconds west 271.47 feet to a point; thence north 86 degrees 17 minutes 24 seconds west 384.26 feet to the actual point of beginning and containing 2.7 acres.

**Section 2.** The preliminary approval, pursuant to the City of Chesterfield Unified Development Code is granted, subject to all of the ordinances, rules and regulations and the specific conditions as recommended by the Planning Commission in its recommendation to the City Council, which are set out in the "Attachment A" and the preliminary plan indicated as "Attachment B" which is attached hereto as and made part of.

**Section 3.** The City Council, pursuant to the petition filed by Breckenridge Materials in P.Z. 08-2016, requesting the zoning map amendment embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing,

held by the Planning Commission on the 14<sup>th</sup> day of November 2016, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Bob Nation, MAYOR

ATTEST:

\_\_\_\_\_  
Vickie Hass, CITY CLERK

FIRST READING HELD: 03/06/2017

## **ATTACHMENT A**

**All provisions of the City of Chesterfield City Code shall apply to this development except as specifically modified herein.**

### **I. SPECIFIC CRITERIA**

#### **A. PERMITTED USES**

1. The uses allowed in this "PI" Planned Industrial District shall be:
  - a. Batching plant.
2. The above uses in the "PI" Planned Industrial District shall be restricted as follows:
  - a. Manufacture of asphalt and storage of materials incident to such manufacturing is prohibited.
3. Hours of Operation.
  - a. Hours of operation for this "PI" District shall not be restricted.
4. Telecommunication siting permits may be issued for wireless telecommunications facilities per the requirements of the City Code.

#### **B. FLOOR AREA, HEIGHT, BUILDING AND PARKING STRUCTURE REQUIREMENTS**

1. Height
  - a. The maximum height of the building, exclusive of roof screening, shall not exceed sixty-five (65) feet.
2. Building Requirements
  - a. A minimum of thirty-five percent (35%) openspace is required for each lot within this development.

#### **C. SETBACKS**

1. Structure and Parking setbacks shall be zero (0) feet.

#### **D. PARKING AND LOADING REQUIREMENTS**

1. Parking and loading spaces for this development will be as required in the City of Chesterfield Code.
2. Parking lots shall not be used as streets.
3. Spaces located within the floodplain or floodway may be utilized for compliance with required off-street parking, stacking, and loading spaces.
4. All parking and loading areas, including driveways, shall be paved within one year of the effective date of this ordinance. Failure to complete the work shall result in revocation of the business license and occupancy permit for the site until work is completed in accordance with the Unified Development Code.
5. Access to this development shall be permitted to utilize the existing gravel driveway. One-hundred feet of this access drive on both sides of the levee shall be paved with a dust-proof surface within twelve (12) months unless there is a delay by the Levee District, which would allow an extension of an additional twelve (12) months for the paving to be completed.

#### **E. LANDSCAPE AND TREE REQUIREMENTS**

The development shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Code.

#### **F. SIGN REQUIREMENTS**

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code or a Sign Package may be submitted for the planned district. Sign Packages shall adhere to the City Code and are reviewed and approved by the City of Chesterfield Planning Commission.
2. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the City of Chesterfield, and/or the St. Louis County Department of Highways and Traffic (or MoDOT), for sight distance considerations prior to installation or construction.

#### **G. LIGHT REQUIREMENTS**

Provide a lighting plan and cut sheet in accordance with the City of Chesterfield Code.

#### **H. ARCHITECTURAL**

1. The development shall adhere to the Architectural Review Standards of the City of Chesterfield Code.
2. Trash enclosures: All exterior trash areas will be enclosed with a minimum six (6) foot high sight-proof enclosure complemented by adequate landscaping. The location, material, and elevation of any trash enclosures will be as approved by the City of Chesterfield on the Site Development Plan.

**I. ACCESS/ACCESS MANAGEMENT**

1. Provide cross access easement(s) or other appropriate legal instruments guaranteeing permanent access to the adjacent properties as directed by the City of Chesterfield.
2. Access to the I-64 west ramp shall be as directed by the Missouri Department of Transportation and the City of Chesterfield.
3. The access drive from North Outer Forty that provides access to the site shall be improved to a stable dust free surface.

**J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION**

1. Obtain approvals from the City of Chesterfield and the Missouri Department of Transportation and other entities as necessary for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
2. Additional right-of-way and road improvements shall be provided, as required by Missouri Department of Transportation and the City of Chesterfield.
3. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield and the Missouri Department of Transportation. No gate installation will be permitted on public right-of-way.
4. If a gate is installed on a street in this development, the streets within the development, or that portion of the development that is gated, shall be private and remain private forever.

**K. TRAFFIC STUDY**

1. Provide a traffic study as directed by the City of Chesterfield and/or the Missouri Department of Transportation. The scope of the study shall include internal and external circulation and may be limited to site specific impacts, such as the need for additional lanes, entrance configuration, geometrics, sight distance, traffic signal modifications or other improvements required, as long as the density of the proposed development falls within the parameters of the City's traffic model. Should the density be other than the density assumed in the

model, regional issues shall be addressed as directed by the City of Chesterfield.

2. Provide a sight distance evaluation report, as required by the City of Chesterfield, for the proposed entrance onto N. Outer 40 Rd. If adequate sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to the vertical alignment, and/or other off-site improvements shall be required, as directed by the City of Chesterfield and/or the Missouri Department of Transportation.

#### **L. POWER OF REVIEW**

Either Councilmember of the Ward where a development is proposed or the Mayor may request that the plan for a development be reviewed and approved by the entire City Council. This request must be made no later than twenty-four (24) hours after Planning Commission review. The City Council will then take appropriate action relative to the proposal. The plan for a development, for purposes of this section, may include the site development plan, site development section plan, site development concept plan, landscape plan, lighting plans, architectural elevations, sign package or any amendment thereto.

#### **M. STORM WATER**

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or connected to an adequate piped system.
2. Detention/retention and channel protection measures are to be provided in each watershed as required by the City of Chesterfield. The storm water management facilities shall be operational prior to paving of any driveways or parking areas in non-residential development or issuance of building permits exceeding sixty percent (60%) of approved dwelling units in each plat, watershed or phase of residential developments. The location and types of storm water management facilities shall be identified on the Site Development Plan(s).
3. Emergency overflow drainage ways to accommodate runoff from the 100-year storm event shall be provided for all storm sewers, as directed by the City of Chesterfield.
4. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed.
5. Provide MSD a copy of either a current operating permit from the Missouri Department of Natural Resources (MDNR) for stormwater discharges to the Missouri River, or, correspondence from MDNR indicating that an operating permit is not necessary. This is in lieu of providing post construction water quality BMPs.

#### **N. SANITARY SEWER**

1. Sanitary sewers shall be as approved by the City of Chesterfield and the Metropolitan St. Louis Sewer District.
2. Provide MSD a copy of either a current operating permit from the Missouri Department of Natural Resources (MDNR) for wastewater management or, correspondence from MDNR indicating that an operating permit is not necessary. This is in lieu of sanitary sewer service to the site.

#### **O. GEOTECHNICAL REPORT**

Prior to Site Development Plan approval, provide a geotechnical report, prepared by a registered professional engineer licensed to practice in the State of Missouri, as directed by the Department of Public Services. The report shall verify the suitability of grading and proposed improvements with soil and geologic conditions and address the existence of any potential sinkhole, ponds, dams, septic fields, etc., and recommendations for treatment. A statement of compliance, signed and sealed by the geotechnical engineer preparing the report, shall be included on all Site Development Plans and Improvement Plans.

#### **R. MISCELLANEOUS**

1. All utilities will be installed underground.
2. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield and the Missouri Department of Transportation. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.

### **II. TIME PERIOD FOR SUBMITTAL OF SITE DEVELOPMENT CONCEPT PLANS AND SITE DEVELOPMENT PLANS**

- A. The developer shall submit a concept plan within eighteen (18) months of City Council approval of the change of zoning.
- B. In lieu of submitting a Site Development Concept Plan and Site Development Section Plans, the petitioner may submit a Site Development Plan for the entire development within eighteen (18) months of the date of approval of the change of zoning by the City.

- C. Failure to comply with these submittal requirements will result in the expiration of the change of zoning and will require a new public hearing.
- D. Said Plan shall be submitted in accordance with the combined requirements for Site Development Section and Concept Plans. The submission of Amended Site Development Plans by sections of this project to the Planning Commission shall be permitted if this option is utilized.
- E. Where due cause is shown by the developer, the City Council may extend the period to submit a Site Development Concept Plan or Site Development Plan for eighteen (18) months.

### **III. COMMENCEMENT OF CONSTRUCTION**

- A. Substantial construction shall commence within two (2) years of approval of the Site Development Concept Plan or Site Development Plan, unless otherwise authorized by ordinance.
- B. Where due cause is shown by the developer, the City Council may extend the period to commence construction for two (2) additional years.

### **IV. GENERAL CRITERIA**

#### **A. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS**

The Site Development Plan shall include, but not be limited to, the following:

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Outboundary plat and legal description of property.
3. Density calculations.
4. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.
5. Provide openspace percentage for overall development including separate percentage for each lot on the plan.
6. Provide Floor Area Ratio (F.A.R.).
7. A note indicating all utilities will be installed underground.
8. A note indicating signage approval is separate process.

## V. TRUST FUND CONTRIBUTION

### A. ROADS

The developer shall be required to contribute a Traffic Generation Assessment (TGA) to the Chesterfield Valley Trust Fund (No. 556). This contribution shall not exceed an amount established by multiplying the required parking spaces by the following rate schedule:

1. The roadway improvement contribution is based on land and building use. The roadway contributions are necessary to help defray the cost of engineering, right-of-way acquisition, and major roadway construction in accordance with the Chesterfield Valley Road Improvement Plan on file with the St. Louis County Department of Highways and Traffic. The amount of the developer's contribution to this fund shall be computed based on the following:

| <u>Type of Development</u> | <u>Required Contribution</u> |
|----------------------------|------------------------------|
| General Office             | \$741.06 / parking space     |
| General Retail             | \$2,223.29 / parking space   |
| Mini Warehouse             | \$0.49 / parking space       |
| Loading Space              | \$3,638.14 / parking space   |

(Parking spaces as required by the City of Chesterfield Code.)

If types of development proposed differ from those listed, rates shall be provided by the Saint Louis County Department of Transportation.

If a portion of the improvements required herein are needed to provide for the safety of the traveling public, their completion as a part of this development is mandatory.

Allowable credits for required roadway improvements will be awarded as directed by the Saint Louis County Department of Transportation and the City of Chesterfield. Sidewalk construction and utility relocation, among other items, are not considered allowable credits.

2. As this development is located within a trust fund area established by Saint Louis County, any portion of the traffic generation assessment contribution which remains following completion of road improvements required by the development shall be retained in the appropriate trust fund.
3. Road Improvement Traffic Generation Assessment contributions shall be deposited with Saint Louis County Department of Transportation. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by Saint

Louis County Department of Transportation or prior to the issuance of building permits by the Saint Louis County Department of Public Works in the case where no Special Use Permit is required. If development phasing is anticipated, the developer shall provide the Traffic Generation Assessment contribution prior to the issuance of building permits for each phase of development. Funds shall be payable to Treasurer, Saint Louis County.

#### **B. WATER MAIN**

The primary water line contribution is based on gross acreage of the development land area. The contribution shall be a sum of \$894.19 per acre for the total area as approved on the Site Development Plan to be used solely to help defray the cost of constructing the primary water line serving the Chesterfield Valley area.

The primary water line contribution shall be deposited with the Saint Louis County Department of Transportation. The deposit shall be made before Saint Louis County approval of the Site Development Plan unless otherwise directed by the Saint Louis County Department of Transportation. Funds shall be payable to Treasurer, Saint Louis County.

#### **C. STORM WATER**

The storm water contribution is based on gross acreage of the development land area. These funds are necessary to help defray the cost of engineering and construction improvements for the collection and disposal of storm water from the Chesterfield Valley in accordance with the Master Plan on file with and jointly approved by Saint Louis County and the Metropolitan Saint Louis Sewer District. The amount of the storm water contribution will be computed based on \$2,837.06 per acre for the total area as approved on the Site Development Plan.

The storm water contributions to the Trust Fund shall be deposited with the Saint Louis County Department of Transportation. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by Saint Louis County Department of Transportation or prior to the issuance of building permits in the case where no Special Use Permit is required. Funds shall be payable to Treasurer, Saint Louis County.

#### **D. SANITARY SEWER**

The sanitary sewer contribution is collected as the Caulks Creek impact fee.

The sanitary sewer contribution within Chesterfield Valley area shall be deposited with the Metropolitan Saint Louis Sewer District as required by the District.

## **E. TRAFFIC GENERATION ASSESSMENT RATES**

The amount of all required contributions for roadway, storm water and primary water line improvements, if not submitted by January 1, 2017, shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the Saint Louis County Department of Transportation.

## **VI. RECORDING**

Within sixty (60) days of approval of any development plan by the City of Chesterfield, the approved Plan will be recorded with the St. Louis County Recorder of Deeds. Failure to do so will result in the expiration of approval of said plan and require re-approval of a plan by the Planning Commission.

## **VII. ENFORCEMENT**

- A.** The City of Chesterfield, Missouri will enforce the conditions of this ordinance in accordance with the Plan approved by the City of Chesterfield and the terms of this Attachment A.
- B.** Failure to comply with any or all the conditions of this ordinance will be adequate cause for revocation of approvals/permits by reviewing Departments and Commissions.
- C.** Non-compliance with the specific requirements and conditions set forth in this Ordinance and its attached conditions or other Ordinances of the City of Chesterfield shall constitute an ordinance violation, subject, but not limited to, the penalty provisions as set forth in the City of Chesterfield Code.
- D.** Waiver of Notice of Violation per the City of Chesterfield Code.
- E.** This document shall be read as a whole and any inconsistency to be integrated to carry out the overall intent of this Attachment A.

**BRECKENRIDGE MATERIALS  
PLANT 15 - ZONING**

**17971 N OUTER FORTY  
CHESTERFIELD, 63005**

**OCTOBER 4, 2016**

CITY OF CHESTERFIELD  
PLANNED DISTRICT ORDINANCE  
ATTACHMENT B



DRAWING LIST

|       |                  |
|-------|------------------|
| COVER | CIVIL            |
| C-001 | LOCATION PLAN    |
| C-002 | PRELIMINARY PLAN |
| C-003 | SECTIONS         |



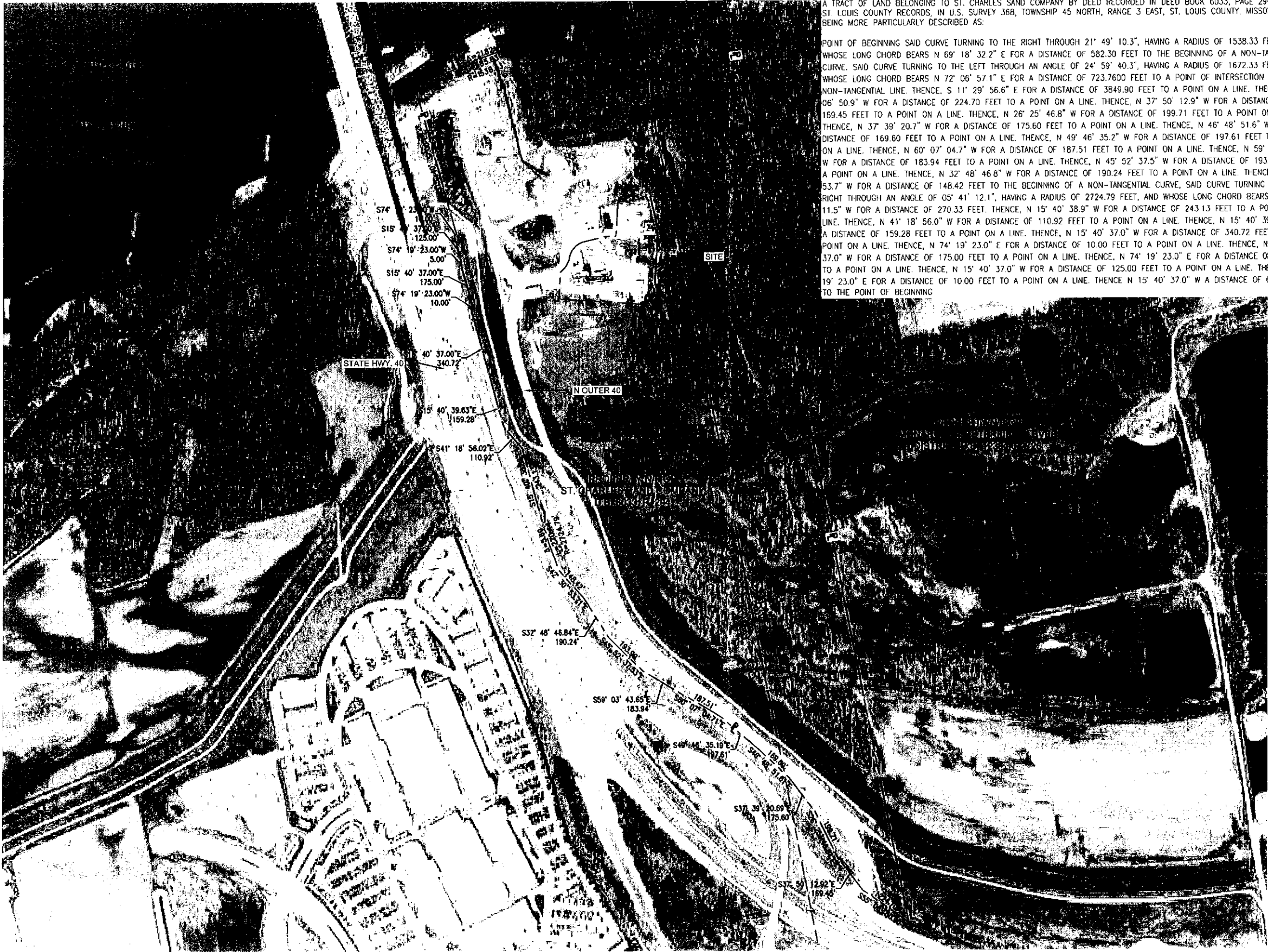
Lion CSG LLC  
915 Olive St., Suite 902  
Saint Louis, Missouri, 63101  
314.409.7081

POINT OF BEGINNING

LEGAL DESCRIPTION:

A TRACT OF LAND BELONGING TO ST. CHARLES SAND COMPANY BY DEED RECORDED IN DEED BOOK 6033, PAGE 294 OF THE ST. LOUIS COUNTY RECORDS, IN U.S. SURVEY 368, TOWNSHIP 45 NORTH, RANGE 3 EAST, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS:

POINT OF BEGINNING SAID CURVE TURNING TO THE RIGHT THROUGH 21° 49' 10.3", HAVING A RADIUS OF 1538.33 FEET, AND WHOSE LONG CHORD BEARS N 69° 18' 32.2" E FOR A DISTANCE OF 582.30 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE. SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 24° 59' 40.3", HAVING A RADIUS OF 1672.33 FEET, AND WHOSE LONG CHORD BEARS N 72° 06' 57.1" E FOR A DISTANCE OF 723.7600 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE, S 11° 29' 56.6" E FOR A DISTANCE OF 3849.90 FEET TO A POINT ON A LINE. THENCE, N 55° 06' 50.9" W FOR A DISTANCE OF 224.70 FEET TO A POINT ON A LINE. THENCE, N 37° 50' 12.9" W FOR A DISTANCE OF 169.45 FEET TO A POINT ON A LINE. THENCE, N 26° 25' 46.8" W FOR A DISTANCE OF 199.71 FEET TO A POINT ON A LINE. THENCE, N 37° 38' 20.7" W FOR A DISTANCE OF 175.60 FEET TO A POINT ON A LINE. THENCE, N 46° 48' 51.6" W FOR A DISTANCE OF 169.60 FEET TO A POINT ON A LINE. THENCE, N 49° 46' 35.2" W FOR A DISTANCE OF 197.61 FEET TO A POINT ON A LINE. THENCE, N 60° 07' 04.7" W FOR A DISTANCE OF 187.51 FEET TO A POINT ON A LINE. THENCE, N 59° 03' 43.7" W FOR A DISTANCE OF 183.94 FEET TO A POINT ON A LINE. THENCE, N 45° 52' 37.5" W FOR A DISTANCE OF 193.99 FEET TO A POINT ON A LINE. THENCE, N 32° 48' 46.8" W FOR A DISTANCE OF 190.24 FEET TO A POINT ON A LINE. THENCE, N 42° 30' 53.7" W FOR A DISTANCE OF 148.42 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 05° 41' 12.1", HAVING A RADIUS OF 2724.79 FEET, AND WHOSE LONG CHORD BEARS N 18° 31' 11.5" W FOR A DISTANCE OF 270.33 FEET. THENCE, N 15° 40' 38.9" W FOR A DISTANCE OF 243.13 FEET TO A POINT ON A LINE. THENCE, N 41° 18' 56.0" W FOR A DISTANCE OF 110.92 FEET TO A POINT ON A LINE. THENCE, N 15° 40' 39.6" W FOR A DISTANCE OF 159.28 FEET TO A POINT ON A LINE. THENCE, N 15° 40' 37.0" W FOR A DISTANCE OF 340.72 FEET TO A POINT ON A LINE. THENCE, N 74° 19' 23.0" E FOR A DISTANCE OF 10.00 FEET TO A POINT ON A LINE. THENCE, N 15° 40' 37.0" W FOR A DISTANCE OF 175.00 FEET TO A POINT ON A LINE. THENCE, N 74° 19' 23.0" E FOR A DISTANCE OF 5.00 FEET TO A POINT ON A LINE. THENCE, N 15° 40' 37.0" W FOR A DISTANCE OF 125.00 FEET TO A POINT ON A LINE. THENCE, N 74° 19' 23.0" E FOR A DISTANCE OF 10.00 FEET TO A POINT ON A LINE. THENCE N 15° 40' 37.0" W A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING



LOCATION PLAN  
NOT TO SCALE

| REV. | DATE       | DESCRIPTION |
|------|------------|-------------|
| 0    | 07/11/2016 |             |
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BRECKENRIDGE MATERIALS  
PLANT 15  
SITE PLAN

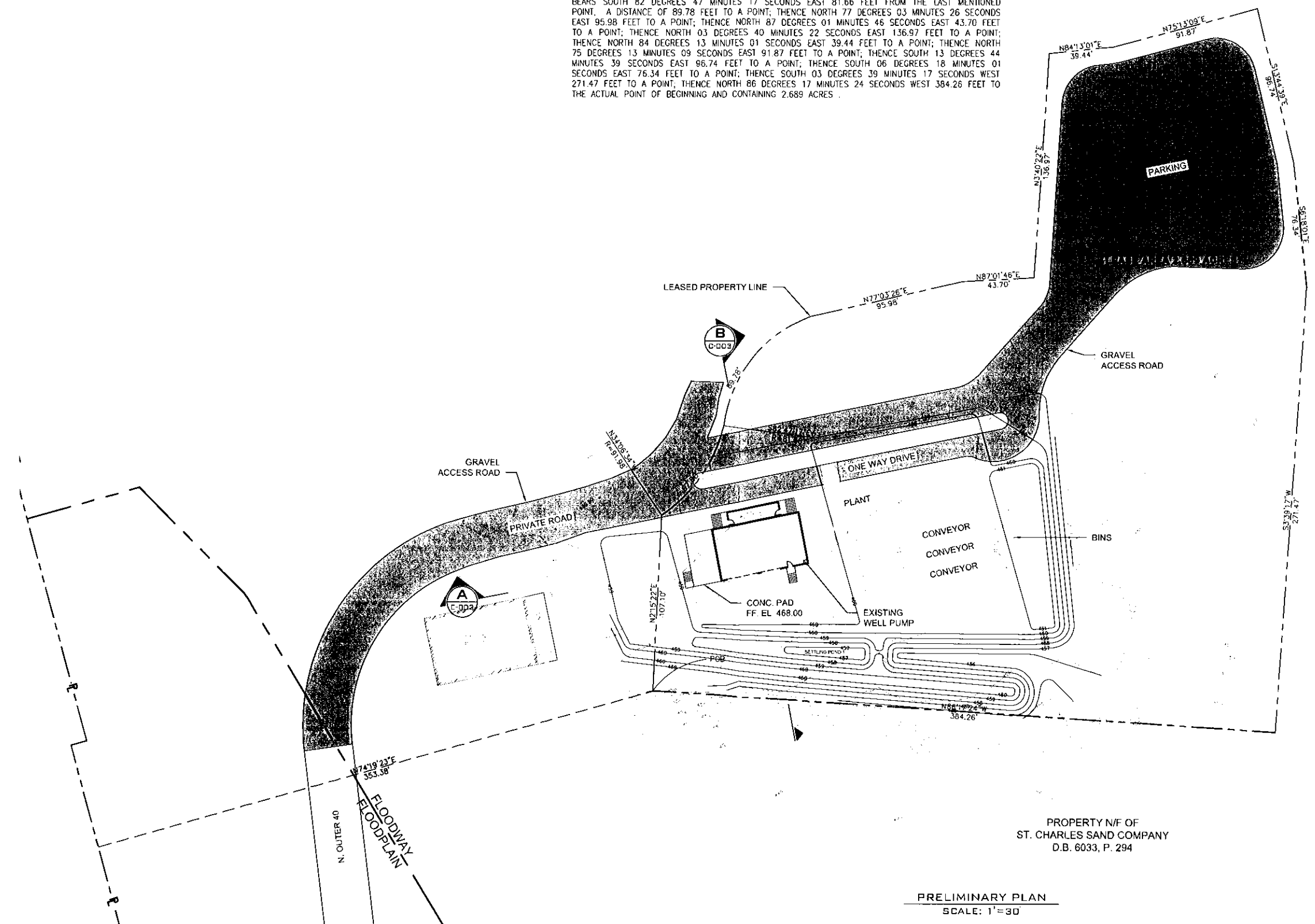
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LOCATION PLAN

| DISCIPLINE |     |
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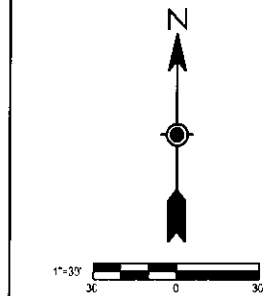
LEGAL DESCRIPTION:  
A TRACT OF LAND BEING PART OF PROPERTY CONVEYED TO ST. CHARLES SAND COMPANY BY DEED RECORDED IN DEED BOOK 6033, PAGE 294 OF THE ST. LOUIS COUNTY RECORDS, IN U.S. SURVEY 368, TOWNSHIP 45 NORTH, RANGE 3 EAST, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT POINT ON THE EAST LINE OF MISSOURI STATE HIGHWAY 40 TR, BEING 183.000 FEET EAST OF CENTERLINE P.C. STATION 43+40.72; THENCE NORTHWARDLY ALONG SAID EAST LINE OF MISSOURI STATE HIGHWAY 40 TR NORTH 15 DEGREES 40 MINUTES 37 SECONDS WEST 276.24 FEET TO A POINT; THENCE LEAVING SAID ROAD LINE NORTH 74 DEGREES 19 MINUTES 23 SECONDS EAST 353.38 FEET TO THE ACTUAL POINT OF BEGINNING; THENCE NORTH 2 DEGREES 15 MINUTES 22 SECONDS EAST 107.10 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 34 DEGREES 06 MINUTES 34 SECONDS WEST 91.98 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 67.80 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 82 DEGREES 47 MINUTES 17 SECONDS EAST 81.66 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 89.78 FEET TO A POINT; THENCE NORTH 77 DEGREES 03 MINUTES 26 SECONDS EAST 95.98 FEET TO A POINT; THENCE NORTH 87 DEGREES 01 MINUTES 46 SECONDS EAST 43.70 FEET TO A POINT; THENCE NORTH 03 DEGREES 40 MINUTES 22 SECONDS EAST 136.97 FEET TO A POINT; THENCE NORTH 84 DEGREES 13 MINUTES 01 SECONDS EAST 39.44 FEET TO A POINT; THENCE NORTH 75 DEGREES 13 MINUTES 09 SECONDS EAST 91.87 FEET TO A POINT; THENCE SOUTH 13 DEGREES 44 MINUTES 39 SECONDS EAST 86.74 FEET TO A POINT; THENCE SOUTH 06 DEGREES 18 MINUTES 01 SECONDS EAST 76.34 FEET TO A POINT; THENCE SOUTH 03 DEGREES 39 MINUTES 17 SECONDS WEST 271.47 FEET TO A POINT; THENCE NORTH 86 DEGREES 17 MINUTES 24 SECONDS WEST 384.26 FEET TO THE ACTUAL POINT OF BEGINNING AND CONTAINING 2.689 ACRES.



PROPERTY N/F OF  
ST. CHARLES SAND COMPANY  
D.B. 6033, P. 294

PRELIMINARY PLAN  
SCALE: 1"=30'



| REV. | DATE       | DESCRIPTION |
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| 0    | 07/11/2016 | ---         |
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**LION**  
Lion CSG LLC  
1111 E. 11th St., Suite 100  
Muskogee, Missouri 64405  
(417) 469-7081

BRECKENRIDGE MATERIALS  
PLANT 15  
SITE PLAN

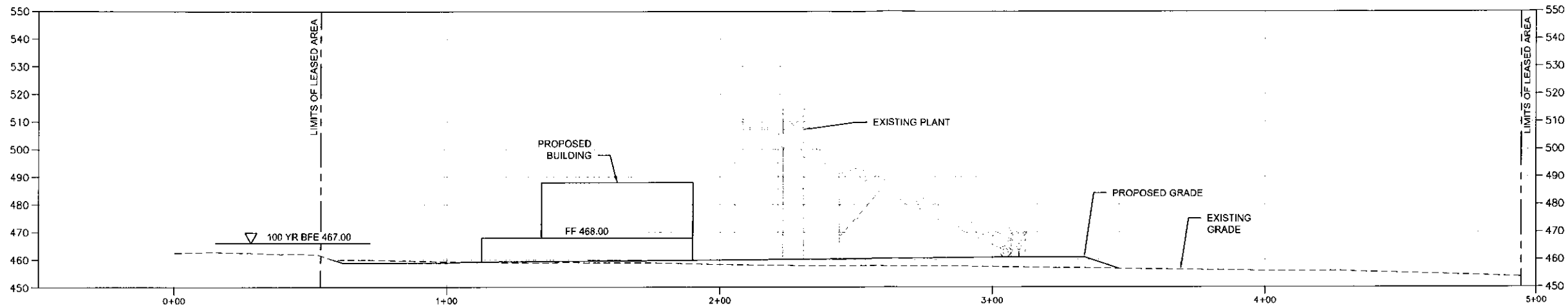
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PRELIMINARY PLAN

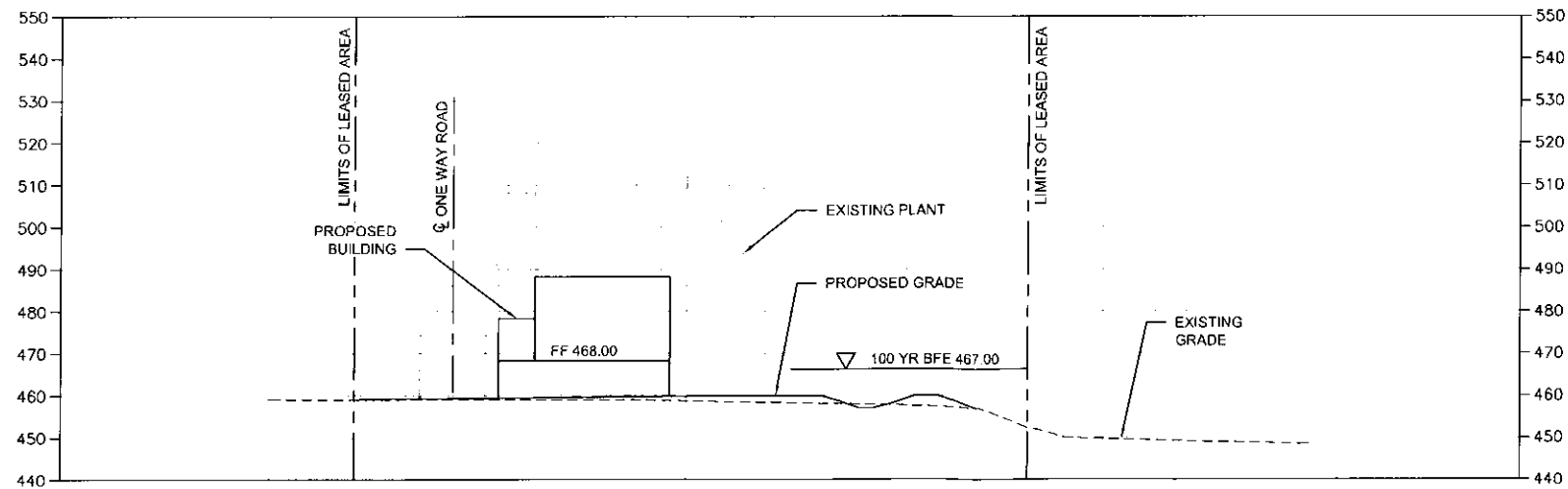
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| DISCIPLINE |     |
| C          | 002 |

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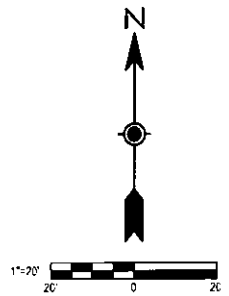
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**A** SECTION  
C-003 SCALE: 1"=20' HORIZ.  
SCALE: 1"=20' VERT.



**B** SECTION  
C-003 SCALE: 1"=20' HORIZ.  
SCALE: 1"=20' VERT.



| REV. | DATE       | DESCRIPTION |
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| 0    | 07/11/2016 | ---         |
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**BRECKENRIDGE MATERIALS  
PLANT 15  
SITE PLAN**

|          |         |      |
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| DATE     | 7/11/16 | SEAL |
| DESIGNED | NAY     |      |
| DRAWN    | CSH     |      |
| CHECKED  | NAY     |      |

**ZONING  
SECTIONS**

|            |            |
|------------|------------|
| DISCIPLINE |            |
| <b>C</b>   | <b>003</b> |