



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, March 6, 2017
6:15 PM**

- 1. Planning and Public Works Committee – Chairperson Dan Hurt, Ward III**
 - A. Bill No. 3139 – City Limit Signs (Second Reading)**
 - B. Bill No. 3140 – Noise Ordinance Enforced Signs (Second Reading)**
 - C. Bill No. 3141 – Braking Systems (Second Reading)**
 - D. Bill No. 3142 – P.Z. 08-2016 Breckenridge Materials (17971 N. Outer 40 Rd) (First Reading)**
 - E. Next Meeting – March 9, 2017 (5:30pm)**
- 2. Finance and Administration Committee – Chairperson Tom DeCampi, Ward IV**
 - A. Meet the Legislators event, \$3,000 Fund transfer (roll call vote)**
 - B. Proposed Resolution – Opposition to Proposition P, April 2017**
- 3. Parks, Recreation and Arts Committee – Chairperson Barbara McGuinness, Ward I**
 - A. Proposed Resolution – Recycling Containers for Chesterfield Amphitheater**
- 4. Public Health and Safety Committee – Chairperson Bridget Nations, Ward II**
 - A. Clarkson Valley – Proposal to provide Police Services**
 - B. Deer Count – Deer census \$6,000 from GF Fund Reserves (roll call vote)**
- 5. Report from the City Administrator – Mike Geisel**
 - A. Soda Exclusivity Proposal**

- B. Fireworks Display (roll call vote)**
- C. Aquatic Center Management and Maintenance (roll call vote)**
- D. Bid Recommendation – 2017 Slab Replacement (Project A) (roll call vote)**
- E. Bid Recommendation – 2017 Slab Replacement (Project B) (roll call vote)**
- F. Bid Recommendation – 2017 Construction Testing/Inspection Services(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)).



AGENDA
CHESTERFIELD CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, March 6, 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** – February 22, 2017
- VI. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
- VII. INTRODUCTORY REMARKS** - Mayor Bob Nation
 - A. Thursday, March 9, 2017** – Planning and Public Works (5:30pm)
 - B. Monday, March 13, 2017** – Planning Commission (7pm)
 - C. Monday, March 20, 2017** – Next City Council meeting (7pm)
 - D. Wednesday, March 22, 2017** – Volunteer Appreciation Dinner
- VIII. APPOINTMENTS** – Mayor Bob Nation

IX. COUNCIL COMMITTEE REPORTS

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

- 1. Bill No. 3139 – City Limit Signs (Second Reading)**
- 2. Bill No. 3140 – Noise Ordinance Enforced Signs (Second Reading)**
- 3. Bill No. 3141 – Braking Systems (Second Reading)**
- 4. Bill No. 3142 – P.Z. 08-2016 Breckenridge Materials (17971 N. Outer 40 Rd) (First Reading)**
- 5. Next Meeting – March 9, 2017 (5:30pm)**

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

- 1. Meet the Legislators event, \$3,000 Fund transfer (roll call vote)**
- 2. Proposed Resolution – Opposition to Proposition P, April 2017**

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

- 1. Proposed Resolution – Recycling Containers for Chesterfield Amphitheater**

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

- 1. Clarkson Valley – Proposal to provide Police Services**
- 2. Deer Count – Deer census \$6,000 from GF Fund Reserves (roll call vote)**

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

- A. Soda Exclusivity Proposal (voice vote)**
- B. Fireworks Display (roll call vote)**
- C. Aquatic Center Management and Maintenance (roll call vote)**
- D. Bid Recommendation – 2017 Slab Replacement (Project A) (roll call vote)**

E. Bid Recommendation – 2017 Slab Replacement (Project B) (roll call vote)

F. Bid Recommendation – 2017 Construction Testing/Inspection Services (roll call vote)

XI. UNFINISHED BUSINESS – Mayor Bob Nation

XII. NEW BUSINESS – Mayor Bob Nation

XIII. LEGISLATION

- A. BILL NO. 3139** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI AUTHORIZING 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)
- B. BILL NO. 3140** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI AUTHORIZING 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)
- C. BILL NO. 3141** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI REPEALING ORDINANCE NUMBER 2926 AND ENACTING A NEW ORDINANCE RESTRICTING COMPRESSION RELEASE BRAKING SYSTEMS. (SECOND READING; PLANNING AND PUBLIC WORKS RECOMMENDS APPROVAL)
- D. 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).(FIRST READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS

APPROVAL PENDING A REQUIREMENT THAT THE APPLICANT PROVIDE
A REMEDY TO DUST SUPPRESSION)

XIV. LEGISLATION – PLANNING COMMISSION

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.

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AGENDA REVIEW – Monday, 3/6/2017 – 6:15 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:15 pm, on Monday, March 6, 2017.**

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



RECORD OF PROCEEDING

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

FEBRUARY 22, 2017

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

Mayor Bob Nation
Councilmember Barry Flachsbart
Councilmember Barbara McGuinness
Councilmember Bridget Nations
Councilmember Guy Tilman
Councilmember Dan Hurt
Councilmember Randy Logan
Councilmember Nathan Roach

ABSENT

Councilmember Tom DeCampi

APPROVAL OF MINUTES

The minutes of the February 6, 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.

The minutes of the February 6, 2017 Executive Session were submitted for approval. Councilmember Roach made a motion, seconded by Councilmember Tilman, to approve the Executive Session minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

COMMUNICATIONS AND PETITIONS

Ms. Bridget Cromer, 14320 Millchester Circle, spoke in opposition to Airbnb's in Chesterfield. Mayor Nation advised that this issue was scheduled to be discussed at the upcoming Public Health and Safety Committee meeting on Monday, February 27, 2017 scheduled to begin at 5:30 p.m. Councilmember McGuinness suggested that this meeting be held as a "Meeting of the Whole".

Mr. Graham Renz, 5297 Washington Place, St. Louis, representing the Show Me Institute, spoke in opposition to public funding assistance for projects, specifically referring to the Ice Rink proposal.

Mr. Mark Kraus, President of Chesterfield Hockey Association, gave a presentation on the Ice Rink development project including prospective timetables. This presentation was made at the request of Council in order to enable them to respond to concerned residents. He stressed that the City of Chesterfield is not being asked to fund or approve a financing mechanism for this project, but is requesting City support for the plan, zoning, and to assist with development approvals.

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 6, at 7 p.m.

APPOINTMENTS

Mayor Nation nominated Mr. James Rosenauer, 15942 Meadow Oak Drive (Ward IV), for appointment to the Planning Commission. Councilmember Roach made a motion, seconded by Councilmember Nations, to approve this appointment. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

COUNCIL COMMITTEE REPORTS

Planning/Public Works Committee

Councilmember Dan Hurt, Chairperson of the Planning/Public Works Committee, reported that Bill No. 3134 (P.Z. 12-2016 Chesterfield Commerce Center [150 N.

Eatherton Rd.]) will be considered for adoption under the "Legislation – Planning Commission" portion of the agenda.

Councilmember Hurt reported that Bill No. 3135 (P.Z. 15-2016 17256 Wild Horse Creek Road [Lee's Boys]) will be considered for adoption under the "Legislation – Planning Commission" portion of the agenda.

Councilmember Hurt reported that Bill No. 3139 (City Limit Signs) will be read for the first time under the "Legislation" portion of the agenda.

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

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

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 Randy Logan, Vice-Chairperson of the Finance and Administration Committee, announced that the next meeting of this Committee has been scheduled for Monday, February 27, at 4:00 p.m.

Parks, Recreation & Arts Committee

Councilmember Barbara McGuinness, Chairperson of the Parks, Recreation & Arts Committee, reported that Bill No. 3138 (Revising the Park Rules) will be considered for adoption under the "Legislation" portion of the agenda.

Public Health & Safety Committee

Councilmember Bridget Nations, Chairperson of the Public Health & Safety Committee, announced that the next meeting of this Committee has been scheduled for Monday, February 27, at 5:30 p.m. as a Committee of the Whole.

REPORT FROM THE CITY ADMINISTRATOR

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

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

Councilmember McGuinness requested that “live streaming” be added to the Finance & Administration Committee agenda for Monday, February 27.

LEGISLATION

**BILL NO. 3138 REVISES THE PARKS RULES FOR THE CITY OF
CHESTERFIELD (SECOND READING; PARKS,
RECREATION AND ARTS RECOMMENDS APPROVAL)**

Councilmember Tilman made a motion, seconded by Councilmember Flachsbart, for the second reading of Bill No. 3138. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3138 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3138 with the following results: Ayes – Logan, McGuinness, Flachsbart, Hurt, Tilman, Roach and Nations. Nays – None. Whereupon Mayor Nation declared Bill No. 3138 approved, passed it and it became **ORDINANCE NO. 2938**.

**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 (FIRST READING; PLANNING AND PUBLIC WORKS
RECOMMENDS APPROVAL)**

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, for the first 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 first time.

**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 (FIRST READING;
PLANNING AND PUBLIC WORKS RECOMMENDS
APPROVAL)**

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, for the first 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 first time.

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

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, for the first 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 first time.

LEGISLATION – PLANNING COMMISSION

BILL NO. 3134 AMENDS THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARY OF A “NU” NON-URBAN DISTRICT TO A “PI” PLANNED INDUSTRIAL DISTRICT FOR A 10.786 ACRE TRACT OF LAND LOCATED ON THE EAST SIDE OF EATHERTON RD., SOUTH OF THE LANDINGS AT SPIRIT DR. (P.Z. 12-2016 CHESTERFIELD COMMERCE CENTER [150 N. EATHERTON RD.] – 18W140020) (SECOND READING; PLANNING COMMISSION RECOMMENDS APPROVAL)

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, for the second reading of Bill No. 3134. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3134 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3134 with the following results: Ayes – Hurt, Logan, Roach, Flachsbart, Tilman, Nations and McGuinness. Nays – None. Whereupon Mayor Nation declared Bill No. 3134 approved, passed it and it became **ORDINANCE NO. 2939.**

BILL NO. 3135 AMENDS THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN “NU” NON-URBAN DISTRICT TO AN “E-1AC” ESTATE DISTRICT FOR A 4.2 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF WILD HORSE CREEK ROAD EAST OF ITS INTERSECTION WITH KEHRS MILL ROAD (P.Z. 15-2016 17256 WILD HORSE CREEK ROAD [LEE’S BOYS] - 18U420027) (SECOND READING; PLANNING COMMISSION RECOMMENDS APPROVAL)

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, for the second reading of Bill No. 3135. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3135 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3135 with the following results: Ayes – Tilman, Nations, Roach, Flachsbart, McGuinness, Hurt and Logan. Nays – None. Whereupon Mayor Nation declared Bill No. 3135 approved, passed it and it became **ORDINANCE NO. 2940.**

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:59 p.m.

Mayor Bob Nation

ATTEST:

Vickie J. Hass, City Clerk

APPROVED BY CITY COUNCIL: _____

COMMUNICATIONS AND PETITIONS

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

UPCOMING MEETINGS/EVENTS

Thursday, March 9, 2017 – Planning and Public Works (5:30pm)

Monday, March 13, 2017 – Planning Commission (7pm)

Monday, March 20, 2017 – Next City Council meeting (7pm)

Wednesday, March 22, 2017 – Volunteer Appreciation Dinner

PLANNING AND PUBLIC WORKS COMMITTEE

The Planning and Public Works Committee met on Wednesday, February 22nd which resulted in on action item for City Council.

Bill No. 3142 - P.Z. 08-2016 Breckenridge Materials (17971 N. Outer 40 Rd.) (First 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).

Petitioner is requesting that the petition be held in order to evaluate dust suppression solutions.

City Limit Signs and Noise Ordinance Enforced Signs

The Director of Public Works is recommending the approval of three ordinances in order to construct and maintain signs within MODOT right of way. The first ordinance approves a Maintenance Agreement for City Limit Signs, which was approved by City Council in later 2016, but not via ordinance. The second ordinance approves a similar Maintenance Agreement for Noise Ordinance Enforced signs within MODOT right of way. The third and final ordinance repeals the previous noise ordinance and enacts a new ordinance in its place, with the elimination of the term "Jake Braking", which is trademarked. If you have questions or need additional information, please contact Mr. Eckrich or me prior to the meeting.

Bill No. 3139 - CITY LIMIT SIGNS (SECOND READING; PLANNING AND PUBLIC WORKS COMMISSION RECOMMENDS APPROVAL) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI AUTHORIZING 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.

Bill No. 3140 - NOISE ORDINANCE ENFORCED SIGNS (SECOND READING; PLANNING AND PUBLIC WORKS COMMISSION RECOMMENDS APPROVAL) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI AUTHORIZING 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.

Bill No. 3141 - BRAKING SYSTEM (SECOND READING; PLANNING AND PUBLIC WORKS COMMISSION RECOMMENDS APPROVAL) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI REPEALING ORDINANCE NUMBER 2926 AND ENACTING A NEW ORDINANCE RESTRICTING COMPRESSION RELEASE BRAKING SYSTEMS.

Next Meeting

The next meeting of the Planning and Public Works Committee is scheduled for Thursday, March 9, 2017 at 5:30 pm.

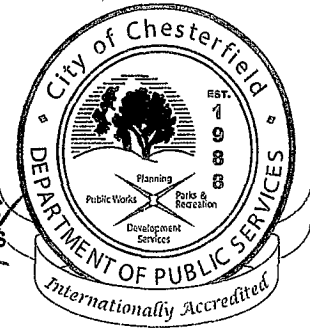
If you have any questions, please contact me prior to Monday's meeting.

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
Wednesday, February 22, 2017



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Wednesday, February 22, 2017 in Conference Room 101.

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

Also in attendance were: Councilmember Barry Flachsbart (Ward I); Councilmember Guy Tilman, (Ward II); Councilmember Randy Logan (Ward III); Planning Commission Chair Stanley Proctor; Planning Commission Member Steve Wuennenberg; Jim Eckrich, Director of Public Works/City Engineer; Justin Wyse, Director of Planning & Development Services; and Mary Ann Madden, Recording Secretary.

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

I. APPROVAL OF MEETING SUMMARY

A. Approval of the February 9, 2017 Committee Meeting Summary

Councilmember McGuinness made a motion to approve the Meeting Summary of February 9, 2017. The motion was seconded by Councilmember Nations and passed by a voice vote of 4-0.

Due to time constraints, it was agreed to prioritize items of importance and discuss them first.

II. NEW BUSINESS

- A. P.Z. 08-2016 Breckenridge Materials (17971 N. Outer 40 Rd.): A request for a zoning map amendment from a "FPM3" Floodplain 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). (Ward 4)

STAFF REPORT

Justin Wyse, Director of Planning and Development Services, presented the project request for a change of zoning from an "FPM3" Floodplain Industrial District to a "PI" Planned Industrial District for a 2.688 acre area of land located on a larger parcel along the Missouri River. A temporary batching plant was approved in conjunction with the Daniel Boone Bridge project by MoDOT.

Approval of the temporary use has expired and now they are requesting a rezoning in order to continue the use of a concrete batching plant on a permanent basis.

A Public Hearing was held on November 14, 2016. Issues discussed included compliance with the Comprehensive Plan, the use itself, and compliance with floodplain regulations. Staff has worked with the Applicant regarding floodplain regulations and FEMA is currently reviewing the submittal. Mr. Wyse stated the use falls under the category of a batching plant. The Planning Commission also had concerns with the definition of a batching plant as it could potentially allow the production of asphalt. The Applicant is agreeable to a condition to prohibit asphalt production on the site.

Mr. Wyse stated the site is currently accessed by a long gravel road off of North Outer 40. The Applicant is requesting relief from paving the entire gravel road. There was discussion about where the gravel road crosses the Levee Trail and that it would be very desirable to reduce the impact of the dust and gravel on the Levee Trail. The Applicant has agreed to pave 100 feet on both sides of the gravel road where it intersects the Trail for a total of 200 feet of paved area. The Planning Commission unanimously recommend approval of the modification as well as the change in zoning.

Mr. Wyse stated that the size of the current facility will not be expanded. It will generally remain the same size as it is now but that improvements will be needed to the site for compliance with floodplain regulations. He also stated the Applicant will be removing the existing fuel storage tank from the site in order to comply with flood regulations.

PLANNING COMMISSION REPORT

Stan Proctor, Planning Commission Chair, stated that although the Comprehensive Land Use Plan designates the area as Agricultural, Floodplain, and Conservation, the concrete batching plant will be allowed for this particular use only and noted that the current operation will not be expanded.

Discussion

Chair Hurt expressed his concern with the amount of dust generated by traffic on the gravel road and its close proximity to the Levee Trail. While the Applicant has offered to pave 100 feet on both sides of the Levee Trail to help alleviate the dust, Chair Hurt pointed out that in rural areas tree sap is sprayed on the dirt to help control the dust. Mr. Andy Arnold, President of Breckenridge Materials, stated that he was not familiar with the use of tree sap for controlling dust, but he has heard of magnesium chloride being used, which would cost approximately \$5,000 per application.

In response to Chair Hurt's question on traffic flow, Mr. Arnold stated there are only two businesses located there; his own operation and a sand plant. He is not sure how much traffic the sand plant generates, but trucks deliver stone to his operation and his ready-mix trucks make deliveries. In the course of an average day, he estimates there would be 30 to 50 trips. When asked about paving the entire gravel road, Mr. Arnold stated that it would cost over \$1 million, making it cost-prohibitive for him to do so. He estimated it will cost \$40,000 just to pave the 200 feet of roadway. Additionally, the Planning Commission added a requirement to pave the parking lot. He leases the land from the sand company and he does not own the road. Chair Hurt suggested only spraying magnesium chloride twice a year to which Mr. Arnold stated that would result in an expenditure of \$10,000 a year on property that he does not own.

After further discussion on dust control, **Councilmember Nations** made a motion to forward P.Z. 08-2016 Breckenridge Materials (17971 N. Outer 40 Rd.) to City Council with a

recommendation to approve pending a requirement that the applicant provide a remedy for dust suppression. The motion was seconded by Councilmember McGuinness and passed by a voice vote of 4-0.

Chair Hurt advised the Applicant that the petition requires two readings at City Council and the next two meetings are scheduled for March 6 and March 20.

Note: One Bill, as recommended by the Planning & Public Works Committee, will be needed for the March 6, 2017 City Council Meeting. See Bill #

[Please see the attached report prepared by Justin Wyse, Director of Planning and Development Services, for additional information on P.Z. 08-2016 Breckenridge Materials (17971 N. Outer 40 Rd.).]

III. UNFINISHED BUSINESS

A. Placement of Solid Waste Containers

STAFF REPORT

Regarding the issue of where residents can store their solid waste containers, Jim Eckrich, Director of Public Works/City Engineer, presented the following four options:

1. Revise the code to require that solid waste containers cannot be stored within any yard that faces the street. This could be accomplished by replacing the requirement with the following: *The containers shall be stored inside the garage or within any side or rear yard which does not abut a street.*
2. Revise the code to require that the solid waste containers cannot be stored within any yard that faces the street and cannot be visible from a public street. *The containers shall be stored inside the garage or within any side or rear yard which does not abut a street. Additionally, said containers shall not be visible from a street which abuts the property.*
3. Revise the code to simply require that solid waste containers cannot be visible from the street. *The containers shall be stored in a place not visible from a street which abuts the property.*
4. Eliminate this requirement and allow individual subdivisions to enact their own rules regarding the storage of solid waste containers.

Mr. Eckrich stated it is difficult to consider every potential scenario for this issue and it would be easier to leave it up to each individual subdivision. If not, his opinion is that the best option would be Option 1 that requires containers to be stored inside the garage or within any side or rear yard which does not abut a street. Thereby, homes on corner lots could not store solid waste containers in the rear yard because the rear yard would abut a street.

Councilman Tilman offered the following suggestion: *Solid waste containers can be stored inside the garage or within any side or rear yard such that containers are not visible from a street which abuts the property.* He felt that this language addresses both the visibility of trash cans and the issue of corner lots.

Steve Wuennenberg, member of the Planning Commission, stated he lives on a corner lot and provided an aerial view of his home. He stated there is nowhere on his property other than the garage where he can store the waste containers and comply with the proposed code revision. He currently places the containers on the side of his house. They are not visible from the street which the house faces; however, they can be seen from a side street. He agreed that in his particular situation the cans could be screened from the house using his fence, but noted that not everyone on a corner lot has a fence, and he would ultimately like to remove his fence.

After further discussion, Councilmember Nations made a motion to direct Staff to draft an ordinance stating that ***solid waste containers shall be stored inside the garage or within any side or rear yard, such that containers are not visible from a street which abuts the property.*** The motion was seconded by Councilmember Roach and **passed** by a voice vote of 4-0.

IV. NEW BUSINESS

C. Streetlights on Long Road

STAFF REPORT

Jim Eckrich, Director of Public Works/City Engineer stated that before Long Road was transferred to MoDOT, it had been maintained by the County. There are 17 cobra style streetlights on Long Road between Chesterfield Airport Road and Wild Horse Creek Road. These lights were previously funded by St. Louis County. However, since St. Louis County is no longer responsible for the maintenance of Long Road, they have notified Ameren that they will no longer fund these lights. MoDOT has informed Ameren that these lights are not necessary and they will also not pay to provide service to these lights. So unless the City pays to provide service for the lights, Ameren will terminate electric service to the lights and remove the light fixtures. The City does not generally fund streetlights except for the decorative lights on Chesterfield Parkway, the lights in Central Park along Veteran's Place, and 19 other locations throughout the City. If the City were to fund the streetlights on Long Road, the cost will be approximately \$305 per month. Staff does not recommend funding these streetlights.

Discussion

Chair Hurt stated he did not want to set a precedent and concurs with Staff's recommendation.

Councilmember Roach stated that he believes there is enough lighting generated by businesses on Long Road from Chesterfield Airport Road to the southern limits of Chesterfield Towne Center; however, past Chesterfield Towne Center, it is extremely dark from that point to Wild Horse Creek Road, including the railroad crossing. Chair Hurt suggested that a letter be written to the State Legislators asking them to require MoDOT to maintain the lights as part of their acceptance of the Long Road right of way.

Councilmember Flachsbart stated that obviously the streetlights were thought to be necessary when they were installed. He did not feel the City would be setting a precedent by accepting the lights. He pointed out that the City would only be funding them because ownership of the road changed to the State. In another situation where ownership of the road changes to the State, then that would be a precedent. He believes that safety should be the City's primary concern, and feels that \$305 a month is a reasonable cost for funding the lights. Councilmember Nations and Councilmember McGuinness concurred.

There was further discussion regarding the City's policy on streetlight installations and whether allowing the lights to be turned off would be in conflict with the policy.

Chair Hurt suggested that Staff draft a letter to Chesterfield's State Representatives asking them to require that MODOT maintain the streetlights as the City believes this is a safety issue. He also suggested that Staff ask Ameren to postpone turning off the lights until this matter is addressed with MoDOT. Ultimately, if MoDOT does not agree to maintain the lights, then the Committee should vote on whether to fund the lights.

Chair Hurt made a motion to direct Staff to prepare a letter for the Mayor's signature to the State Representatives requesting that MoDOT be required to continue to fund the streetlights along Long Road. Staff is also directed to contact Ameren and ask them to postpone terminating electric service to those streetlights until MoDOT responds and this matter can be resolved. The motion was seconded by Councilmember McGuinness and passed by a voice vote of 4-0.

B. Public Works and Parks Policies 30 – 44

Councilmember McGuinness made a motion to hold Public Works and Parks Policies 30-44 until the next Planning and Public Works Committee meeting. The motion was seconded by Councilmember Nations and passed by a voice vote of 4-0.

V. OTHER - None

VI. ADJOURNMENT

The meeting adjourned at 6:10 p.m.

City Council Memorandum Department of Public Services



To: Michael O. Geisel, City Administrator
From: Justin Wyse, Director of Planning and Development Services
Date: February 27, 2017
CC Date: March 6, 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).

Sec 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.

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.

Following the meeting, the Petitioner indicated that additional time is needed in order to evaluate dust suppression solutions.

Attached to this report, please find a copy of the Petitioner's email requesting that the project be held. Additionally, the legislation, Attachment "A", and Preliminary Plan are attached.

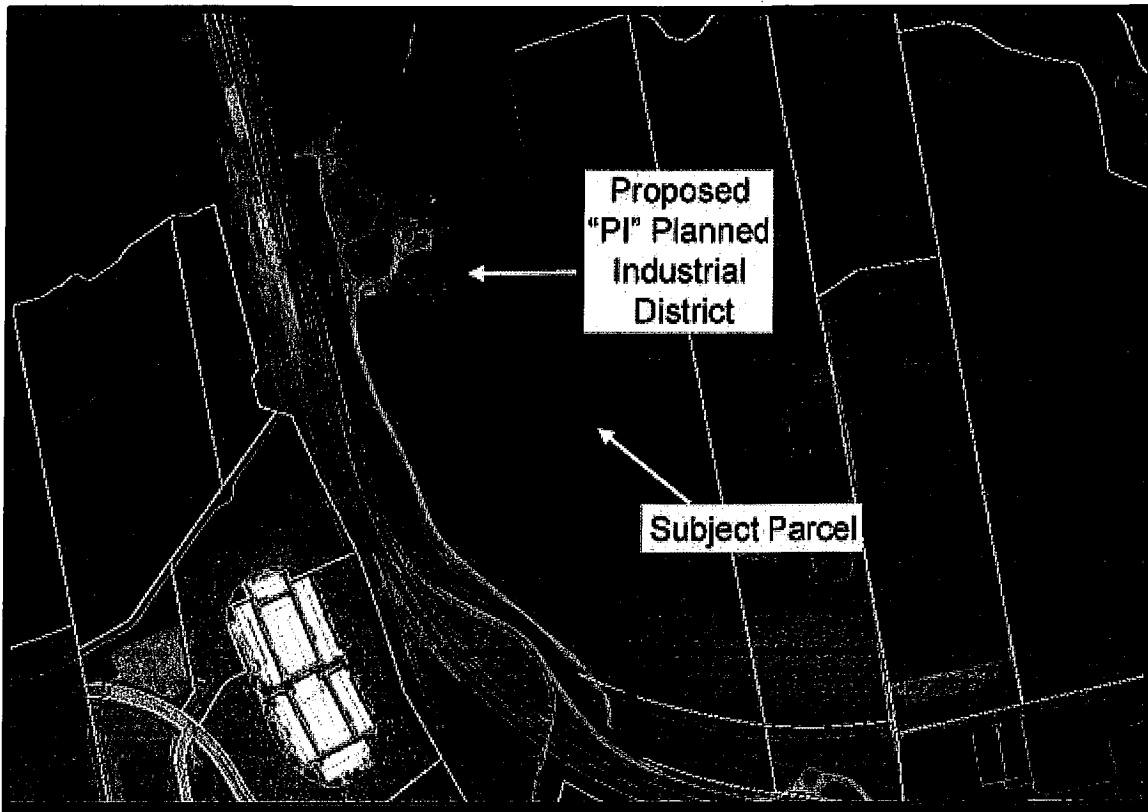


Figure 1. Aerial Image

Jessica Henry

From: Andy Arnold <andy.arnold@breckenridgematerial.com>
Sent: Friday, February 24, 2017 4:16 PM
To: Justin Wyse
Cc: Jessica Henry; Ryan Ruckel
Subject: Breckenridge

Jessica/Justin,

I had the chance to speak with St. Charles Sand about the entry road to their site. We are going to need some more time to think about alternatives to the requested dust control for the road. I have found that the options for good dust control are very expensive and must be applied at least one time per year. Paving and dust suppression may be overkill. Please place us on hold until we can investigate options. We hope to have a proposal to you by the end of next week.

Thanks,
Andy

On Feb 24, 2017, at 11:14 AM, Justin Wyse <JWyse@chesterfield.mo.us> wrote:

I've copied Jessica on this email. Her direct line is 636-537-4741.

Thanks for taking the time to discuss the project.

This electronic mail transmission and the information contained in it, or attached as a file to it, are intended for the exclusive use of the intended recipient(s). This email should be considered "unofficial communication" and does not necessarily reflect the official position of the City of Chesterfield. An "official position" of the City shall only be communicated in letter form, using City letterhead. The recipient should check this email and any attachments for the presence of viruses. The City of Chesterfield accepts no liability for any damage caused by any virus transmitted by this email.

FINANCE AND ADMINISTRATION COMMITTEE

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

- 1) Live Streaming of City meetings (further research directed)
- 2) Meet the Legislators – The Committee approved Staff's recommendation to schedule an event concurrent with a free summer concert at the Amphitheater at a cost not to exceed \$3,000 funded by a transfer from General Fund – Fund Reserves.
- 3) Council member Guy Tilman was appointed as the liaison to the F&A Citizens Advisory Committee. The Committee reminded staff that they had directed revisions to the membership composition of that Citizen's advisory committee.
- 4) The Committee directed staff to look further into the fee structure of business licenses.
- 5) Proposed Resolution in opposition to Proposition P. At the Mayor's request, 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. As has been discussed previously by the City Council, Proposition P is objectionable to the City for multiple reasons.

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

MEMORANDUM

TO: Mike Geisel, City Administrator
FROM: Craig White, Finance Director CDW
DATE: February 28, 2017
SUBJECT: Finance & Administration Committee
February 27, 2017

The Finance & Administration Committee met on Monday, February 27, 2017. Those in attendance included: Councilmember Barry Flachsbart, Ward I; Councilmember Guy Tilman, Ward II; and Councilmember Randy Logan, Ward III.

Chairman Tom DeCampi, Ward IV, was not present at the beginning of the meeting. Vice-Chair Randy Logan conducted the meeting while he was absent.

Those also in attendance included: Mayor Bob Nation; Councilmember Barb McGuinness, Ward I; Chris Graville, City Attorney; Mike Geisel, City Administrator; Craig White, Finance Director; Libbey Tucker, Assistant City Administrator; Matt Haug, Information Technology Director; and one member of the public.

Vice-Chair Logan called the meeting to order at 4:00 p.m.

I. APPROVAL OF MINUTES

Councilmember Flachsbart made a motion to approve the minutes of the January 23, 2017 Committee Meeting. The motion was seconded by Councilmember Tilman and **passed by a voice vote of 3 to 0.**

II. NEW BUSINESS

A. Live Streaming

Matt Haug, Information Technology Director, indicated that Staff had investigated the requirements and cost of livestreaming Council Meetings. Staff determined that, at a minimum, livestreaming would require a \$6,000 transcoding device – which takes the feed from camera to livestream, HD Cameras at a cost of \$2,000 per unit, and a \$350 monthly cost for streaming feeds which would be necessary to connect with YouTube and/or other services. Additional staff with video expertise would be required to operate the cameras and do pre and post production of the media.

Mike Geisel, City Administrator, cautioned that livestreaming was not technically difficult, but that simply adding a camera with a livestream feed would not result in a video quality that was usable. In order to provide quality livestreaming, multiple

operable cameras and production staff is essential. Consumers would most certainly be disappointed with the quality if limited or no production value was added.

Councilmember Logan asked if other cities make a video recording of meetings that are then produced and uploaded at a later time. He indicated that this approach might have fewer obstacles. Mr. Haug indicated that such a process would still require the number of cameras and production staff, to provide for media quality.

Councilmember Tilman asked how many people were viewing the streamed meetings of other area municipalities. Throughout the discussion several area municipalities that currently stream their meetings were identified. The majority of which were in St. Charles County. Councilmember Tilman suggested that such investment might not be worthwhile if there were an insignificant number of viewers.

Mayor Bob Nation clarified that this discussion is separate from adding capabilities to enable Councilmembers to participate in meetings when unable to do so in person.

Councilmember McGuinness indicated that she views this as an effort to make the City more transparent and was generally unconcerned with what other municipalities were doing. She indicated that such capabilities were reflective of the times and were an opportunity for Chesterfield to be an area leader.

Councilmember Tilman indicated that he has seen area government meetings on local cable access television and suggested that Staff investigate what other St. Louis County municipalities are doing. He suggested that the City might be able to limit some of the production requirements if given adequate planning time to set up.

Councilmember Flachsbart stated that the classes he teaches are recorded and include production components such as zooming in and identifying speakers. He verified that this requires significant prep and postproduction time and that this is not an inexpensive process to do correctly. Councilmember Flachsbart indicated that he felt the press is already doing an adequate job of covering and communicating the content of the meetings.

Chris Graville, City Attorney, indicated that many of the cities that have cable access channels were able to initially obtain the necessary equipment and capabilities through negotiated cable franchise agreements several years ago. In those instances, cable providers such as Charter, provided much of the start-up equipment as part of the deal. Media providers are no longer offering to provide this equipment to cities.

Mr. Geisel recommended that Council ensure the desired production quality is considered and implemented up front if Council decides to stream meetings.

Councilmember Flachsbart made a motion to table this discussion for one year and revisit at that time. He indicated that he does not see the benefit of streaming outweighing the related costs as the meetings are already covered by the media. **The motion died for lack of a second.**

Councilmember Tilman directed Staff to investigate similar cities in St. Louis County to identified a more exact cost and learn the pros and cons of providing

this service. Councilmember Logan clarified that such investigation should not be limited to cities of a similar size.

B. Meet the Legislators

Mr. Mike Geisel, City Administrator, described legislative networking and appreciation events held by other municipalities for state elected officials. Additionally, he suggested that there are several cities in West County with common concerns and he recommended that the City of Chesterfield invite State legislators, West County elected officials, and managers/administrators to a Meet the Legislators social networking event. Specifically, he tentatively suggested hosting the event at the July 22nd "Yacht Rock" Concert at the Chesterfield Amphitheater

Councilmember Logan expressed his support of the event to develop important relationships. He made a motion to recommend that Staff coordinate a July 22nd gathering of area West County elected officials and administrators in addition to area State Representatives and Senators at the Yacht Rock Concert at a cost not to exceed \$3,000, to be funded from General Fund – Fund Reserves. The motion was seconded by Councilmember Tilman.

Ballwin, Ellisville, Creve Coeur, Town & Country, Wildwood, Winchester, Clarkson Valley, Manchester, and Maryland Heights were identified as being among those that would be invited to participate.

Councilmember Tilman clarified that the authorization of funds (\$3,000) would still need to be made by a vote of Council before the budget could be amended.

The above motion **passed by a voice vote of 3 to 0.**

C. Selection of Ex Officio Liaison Member to the F&A Citizen's Advisory Committee

Following Council's approval of a plan to reengage the F&A Citizen's Advisory Committee at the January F&A Meeting, the Committee was tasked with appointing a liaison to help fill the vacant positions and assist Staff in advising and supporting Committee Members.

Councilmember Flachsbart made a motion to appoint Councilmember Tilman as the Liaison. The motion was seconded by Councilmember Tilman and passed by a voice vote of 3 to 0.

Mr. White clarified that the current advisory committee is filled with one representative from Wards I, II & III and two from Ward IV. The Committee was initially established to include 7 members but would be revised to include a total of 8 with two from each ward.

III. UNFINISHED BUSINESS

A. Lynn Dull Request For Emails

Councilmember Logan introduced the topic as a continuation from the prior F&A Committee meeting. Councilmembers Flachsbart and Tilman expressed some confusion as a motion to refer the ordinance in question to the Planning & Public Works Committee was made at the January meeting.

Councilmember Flachsbart made a motion to dismiss further discussion as the issue had been addressed. Mr. Geisel clarified that the issue involving the trashcan ordinance had been passed on to Planning & Public Works and addressed. He stated that Councilmember DeCampi requested a discussion at F&A Committee Meeting pertaining to the release of privileged emails related to the issue. **The motion died for lack of a second.**

Councilmember Flachsbart made a motion that the City continue to deny any request for emails that have been identified as privileged communications. Councilmember Tilman motioned for an amendment to the motion to indicate that it is "based on the guidance from the City Attorney."

(Councilmember DeCampi joined the meeting at this point.)

Councilmember McGuinness asked if this vote would prevent Ms. Dull from taking the issue to Council. Mr. Graville clarified that Ms. Dull could appear during the public comment portion of the agenda and make the request directly to Council.

Councilmember Flachsbart seconded Mr. Tilman's motion to include "based on guidance from the City Attorney."

Mayor Bob Nation verified with Mr. Graville that there were privileged e mail communications which had not been provided to Ms. Dull.

The amendment passed by a voice vote of 4 to 0.

Councilmember DeCampi verified with Mr. Graville that his advice not to release the emails was based on the attorney client privilege that exists between the parties involved. Mr. Graville advised that this was a confidential communication between an elected official and attorney per RSMO 610 and discussions with the Attorney General.

Mayor Bob Nation asked if attorney client privilege extends to the elected City Prosecutor. Mr. Graville stated that these were confidential communications between the elected body and legal counsel, and were not an application of attorney-client privilege. He further indicated that he had communicated with the Attorney General on this subject and believes the Attorney General concurred.

The amended motion, to deny any request for the referenced emails as they are protected communications based on guidance from the City Attorney was seconded by Councilmember Logan and passed by a voice vote of 3 to 1 with Councilmember DeCampi voting in opposition.

B. Business License Overview

Mr. White, Finance Director, provided an overview of the City's business license rates and history. The City's business license fee structure has been unchanged since it was established in 1990. It is currently based on the type and square footage of each business with rates as follows:

- Retail - \$0.08 per square foot
- Services/offices - \$0.04 per square foot
- Manufacturing/warehouses - \$0.02 per square foot

Mr. White stated that a review of similar area municipalities indicated that most had transitioned to a gross receipt model for calculating retail business license fees unless a substantial alternative revenue source from local businesses was already in place such as an additional quarter cent sales tax or gaming revenues. Various comparative metrics indicated that Chesterfield received a low percentage of business license revenue relative to the number of businesses, local retail sales, etc.

Mr. White recommended that the City adopt a practice that is reflective of local practices by establishing a \$0.001 gross receipt business license fee for retail businesses and leaving the service/office and manufacturing/warehousing rates unchanged. Such a change is estimated to increase the City's business license revenue by approximately \$1.05 million. Mr. White went on to explain that this would be a major undertaking and recommended that the City hire an experienced accountant to assist in the transition and ultimately taking on Assistant Finance Director responsibilities once this processes was established and operating smoothly.

Councilmember Flachsbart made a motion to send a recommendation to Council that the City begin charging retail businesses \$0.0007 of their gross receipts for a business license, with a \$50 cost for new businesses [with no prior sales history] and directed Staff to clarify the job functions, salary and other pertinent data of any new staff necessary for this conversion. The motion was seconded by Councilmember Logan.

Councilmember Flachsbart clarified that the proposed change would set Chesterfield's rate as the second lowest gross receipts based business license rate for retail businesses of those cities included in the study.

Councilmember McGuinness asked Mr. White why only changes to the retail rates had been selected. Mr. White indicated that he had limited his recommendation to retail as information about those sales was available from the City's sales tax data while there is no data available to project the potential impact of changes based on gross receipts from service/offices and manufacturing/warehousing.

Councilmember Logan clarified how square footage was currently obtained from businesses. He asked Mr. White why Maryland Heights had higher business license revenue despite having fewer businesses. **Mr. White indicated that he would investigate and follow up with the Committee.** Councilmember Logan then suggested that the City consider increasing the minimum cost for all businesses from \$25 to \$50 as it would not be unreasonable considering the rate had been unchanged since 1990.

Councilmember Logan asked what direct benefit businesses received from a business license other than being able to conduct business within the City. Assistant City Administrator Libbey Tucker indicated that the City was routinely contacted to verify the existence of City businesses and is able to do so because of the licenses.

Mayor Bob Nation indicated that there are a number of individuals that maintain a business license but actually conduct little to no business during the course of the year. He pointed out that these individuals/businesses are seeing increased costs of maintaining professional credentials through continuing education requirements and related County property taxes for licensed businesses. He expressed concern that any increases in the cost of a Chesterfield business license would discourage business from these individuals/businesses.

City Attorney Chris Graville requested additional time to investigate the proposed change and ensure that there are no conflicts with the Hancock Rules.

Councilmember Logan indicated that City Code Section 17-23 places certain restrictions on funds derived from the collection of business license fees and asked if these restrictions were currently being tracked. Mr. Geisel verified that staff tracks this and all other restrictions related to City revenues.

Councilmember Tilman suggested that, following Mr. Graville's review, that the proposal be discussed by all elected officials at a Committee of the Whole Meeting.

Councilmember Logan stated that a gross receipt based fee was a new tax that would not generate any direct benefit to the businesses. He indicated that it may be appropriate to explore ways to bring the City's business licenses in line with the practice of other municipalities but was against a tax that, he feels, would be passed on to customers.

Councilmember McGuinness indicated that the City initially adopted business license rates when the City was adopted in 1988 and asked Staff to clarify why the related ordinances were from 1990.

The above motion was modified to move to Council pending the findings of Mr. Graville's review and **passed by a voice vote of 4 to 0.**

C. Unfinished Business

The *Unfinished Business* portion of the meeting was not reviewed.

- 1. Review of City Council Policies: 22, 24 & 29**
- 2. City Attorney, Prosecuting Attorney, and Municipal Judge Reform**
- 3. Review of City Code: Ordinances 3082 – 3089**
- 4. Review of City Code: Chapter Two Administration – Volume 3**

Mr. Geisel reminded the Committee, with the exception of issues progressing from the Planning Commission through the PPW Committee, that it has been Council's practice for Committees not to meet after the last March Council meeting until after to the election. Unless there was a compelling reason to do so, Staff would not schedule any Committee meetings during this time.

Councilmember McGuinness suggested that the City consider utilizing lights and/or other methods to improve each Councilmember's ability to be recognized for the floor at Council meetings. Mr. Geisel suggested that this idea be discussed and possibly included with an upcoming proposal regarding City security enhancements.

IV. ADJOURNMENT

The meeting was adjourned at 5:11 p.m.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF CHESTERFIELD, MISSOURI OPPOSING
"PROPOSITION P" A COUNTY-WIDE ½ CENT SALES TAX FOR PUBLIC SAFETY**

WHEREAS, St. Louis County has placed the proposed ½ cent sales increase, generally referred to as Proposition P on the April 4th, 2017 ballot for voter approval; and,

WHEREAS, The City of Chesterfield is concerned that the additional sales tax will have negative economic impacts within St. Louis County; and,

WHEREAS, The City of Chesterfield serves 47,484 residents and provides a professionally managed and internationally accredited police department; and,

WHEREAS, The City of Chesterfield strongly supports law enforcement and all first responders; and,

WHEREAS, Proposition P is estimated to generate more than \$80 million additional revenue, of which less than \$14 million is expected to be generated from unincorporated St. Louis County; and,

WHEREAS, St. Louis County is estimated to receive more than \$46 million of the estimated \$80 million proceeds; and,

WHEREAS, There has been no defined budgetary explanation provided to justify an increase of more than \$80 million collectively for this purpose; and,

WHEREAS, There has been no program budget provided in support of an increase of the St. Louis County Public Safety budget by more than \$46 million or 43% over the 2016 budgetary levels;

NOW THEREFORE, BE IT RESOLVED, that the City of Chesterfield opposes "Proposition P" the ½ cent County-wide sales tax increase.

**PASSED BY THE CITY COUNCIL OF CHESTERFIELD THIS SIXTH DAY OF
MARCH, 2017.**

Respectfully Submitted,

Presiding Officer
Attest:

Bob Nation, Mayor

Vickie Hass, City Clerk

PARKS RECREATION AND ARTS COMMITTEE

The Parks, Recreation and Arts Committee last met on Thursday, January 19th, 2017, which resulted in several action items for City Council.

Resolution for Recycling Containers at the Amphitheater

This particular resolution in support of a grant application **DID NOT** progress through the Standing Committee of Council due to submission deadline. The Parks, Recreation and Arts Citizens Advisory Committee has been working on this pilot program for some time, to fund the addition of recycling containers at the City's Amphitheater. There is no cash contribution required of the City. The City's share of the grant match would be provided with in-kind services including expenses of existing personnel and education\marketing materials. The recommended resolution simply expresses the City's support for the grant application.

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.



Assistant City Administrator
636-537-6721

M E M O

DATE: February 27, 2017

TO: Mayor Bob Nation & Members of City Council

FROM: Libbey Tucker *Libbey*
Assistant City Administrator

COPY: Tom McCarthy, Director of Parks, Recreation & Arts

RE: Resolution – Recycling Containers for Chesterfield Amphitheater

The Chesterfield Citizens Committee for the Environment has been working with staff for a year to prepare for applying for a St. Louis County Department of Health Waste Management Program for the 2017 Grant Cycle. They felt it was important to enhance the recycling efforts in our parks systems and after holding several meetings with Parks staff, it was determined that a pilot program in the Chesterfield Amphitheater would be the most appropriate.

We have obtained quotes for 26 new containers to be placed alongside the existing landfill receptacles and have designed signage that will be attached to the containers which depict the appropriate materials that can be recycled or should go to landfill. (Currently there are only four recycling receptacles in the Amphitheater.) There is an educational program component as well that will be done at the amphitheater before events and also in our printed materials and the Chesterfield Amphitheater Facebook page.

In order to track the success of the program, as required by the grant guidelines, Republic Services has agreed to weigh the existing recycling amounts at three concerts in 2017 and then again for those similar dates in 2018.

As with most grants, a resolution is required showing the City Council's support of the application and the commitment to provide a 10% match of the total amount, which can be done through in-kind funding such as personnel costs to promote the program and empty the containers, educational/marketing materials and signage.

Please let Tom McCarthy or me know if you have any questions regarding this project.

RESOLUTION # _____

A 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.

WHEREAS, the City of Chesterfield is a leader in the region for environmental and sustainability efforts; and,

WHEREAS, the City Council of the City of Chesterfield deems it desirable and necessary to improve the recycling opportunities available to the patrons of the Chesterfield Amphitheater with a goal of diverting solid waste from landfill disposal; and,

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

An application will be made to the St. Louis County Department of Public Health Waste Management Program, for the purchase of 26 recycling containers for installation at the Chesterfield Amphitheater to begin use in 2018. The containers, as well as the existing landfill containers, will include signage as to the appropriate materials for the containers.

Republic Services has agreed to provide baseline measurements for three concert dates in 2017 and three similar dates in 2018 once the containers are installed to measure the project's success.

The City of Chesterfield commits to a matching 10% contribution toward the efforts to include personnel costs, subcontractor costs, educational materials and signage and direct costs to make the endeavor successful.

With assistance from the Citizens Committee for the Environment, Chesterfield staff will prepare and submit the project proposal.

The City Council hereby authorizes the City Administrator to sign and execute the necessary documents for submitting the project proposal for application for the grant.

This resolution shall be in full force and effect from and after its passage approval.

Passed and approved this 6th day of March 2017.

Bob Nation, Mayor

Attest: _____
Vickie Hass, City Clerk

PUBLIC HEALTH AND SAFETY COMMITTEE

The Public Health and Safety Committee met on Monday, February 27th, 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.

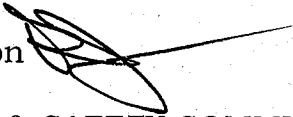
- 1) Vacation Rentals by Owner (further research directed)
- 2) Deer population management – Staff was directed to amend the existing ordinance. The ordinance revisions should be prepared for Council action at the regular meeting on Monday 3/20/2017. The Committee recommended funding a deer census in an amount not to exceed \$6,000 from General Fund – Fund Reserves.
- 3) The Committee authorized Staff to submit a proposal to provide law enforcement services for the City of Clarkson Valley.
- 6) The Committee authorized\directed staff to investigate and develop an ordinance relative to the use of Drones within the City.

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

MEMORANDUM

DATE: February 28, 2017

TO: Mike Geisel, City Administrator

FROM: Chief Ray Johnson 

SUBJECT: PUBLIC HEALTH & SAFETY COMMITTEE MEETING OF THE WHOLE

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

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

I. Approval of Minutes – December 12, 2016

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

II. VRBO (Vacation Rental by Owner)

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

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

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

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

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

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

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

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

III. Managed Deer Hunts

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

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

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

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

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

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

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

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

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

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

IV. Clarkson Valley – RFP provision of Police Services

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

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

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

V. Drone Ordinance

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

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

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

CITY ADMINISTRATOR'S REPORT

Soda Exclusivity Proposal

As more fully detailed in the attached memorandum from Kari Johnson, Superintendent of Recreation, the exclusivity contract for soft drinks (Pepsi) in the City's park facilities expired at the end of 2016. Based upon Staff's analysis, the exclusivity proposal offered by Pepsi provides the best opportunities to the City of Chesterfield. It provides for an annual payment of \$20,000, provides \$2/case rebates, and a substantial marketing opportunity on their delivery trucks. As such, I join with Mr. McCarthy and Ms. 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.

Fireworks Display

As more fully detailed in the attached memorandum from Kari Johnson, Superintendent of Recreation, the City sought proposals for the annual Independence Day fireworks display. Only one proposal was submitted, by J&M Displays, who has performed the City's annual display for the last several years. The number of vendors has traditionally been limited simply due to the number of vendors and number of concurrent events. By any measure, J&M has provided exceptional and safe displays on behalf of the City. As has been routine in prior contracts, these services are offered annually but with three year pricing. Accordingly, I concur with Mr. McCarthy and Ms. Johnson in recommending acceptance of the bid proposal offered by J&M Displays to provide the 2017 Independence Day display at a cost of \$55,000, and to approve the optional multi-year agreement. It should be noted that 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.

Aquatic Center Management and Maintenance

As more fully detailed in the attached memorandum from Kari Johnson, Superintendent of Recreation, The City sought proposals for daily management and maintenance of the City's aquatic center. I join with Mr. McCarthy and Ms. Johnson in recommending acceptance of the proposal submitted by Lifeguards Unlimited and recommend authorizing 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.

Bid Recommendations - 2017 Selective Slab Projects

As more fully described by Director of Public Works\City Engineer Jim Eckrich in the enclosed memorandum, he is recommending the approval of two contracts for concrete slab replacement projects scheduled for 2017. The two projects involve an aggregate expenditure of \$2,000,000, which is slightly below the \$2,100,000 allocated for these projects in the 2017 Budget. These projects are fully funded by the Capital Improvement Sales Tax Fund.

1) Selective Slab Replacement - Area A

Mr. Eckrich recommends approval of a contract in an amount not to exceed \$1,100,000 for Selective Slab Replacement Project A. This project, if approved, will be constructed by J.M. Marschuetz Construction Company.

2) Selective Slab Replacement - Area B

Mr. Eckrich recommends approval of a contract in an amount not to exceed \$900,000 for Selective Slab Replacement Project B. This project, if approved, will be constructed by E. Meier Contracting.

Bid Recommendation – 2017 Construction Testing and Inspection

As more fully described by Director of Public Works\City Engineer Jim Eckrich in the enclosed memorandum, he has recommended approval of a contract with 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.

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

Memorandum

Department of Public Services



TO: City Council
FROM: Mike Geisel, City Administrator *mg*
DATE: February 23, 2017
RE: Soda Exclusivity Proposal

As more fully detailed in the attached memorandum from Kari Johnson, Superintendent of Recreation, the exclusivity contract for soft drinks (Pepsi) in the City's park facilities expired at the end of 2016. According, the Parks, Recreation and Arts Department sought new three year proposals. Based upon Staff's analysis, the exclusivity proposal offered by Pepsi provides the best opportunities to the City of Chesterfield. It provides for an annual payment of \$20,000, provides \$2/case rebates, and a substantial marketing opportunity on their delivery trucks.

As such, I join with Mr. McCarthy and Ms. 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.

As always, if you have any questions or require additional information, please advise.

MEMORANDUM

Date/ February 10, 2017
To/ Mike Geisel, City Administrator
From/ Kari Johnson, Superintendent of Recreation
Subject/ Soda Exclusivity



As you are aware, the City's contract with Pepsi for the exclusivity of vending their products at the Family Aquatic Center, the Chesterfield Valley Athletic Complex and Chesterfield Amphitheater expired at the end of the 2016 Calendar year. As such, Staff has prepared specifications and has formally gone out for Request for Proposals for the contract period of 2017-2019. After the initial term of three (3) years, at the City's discretion, the Agreement may be extended for no more than two (2) additional years (2020 and 2021).

The proposal consisted of: 1) Exclusivity Consideration – Successful contractor will pay the City an Annual consideration for the right to provide an exclusive product line; 2) Marketing and Advertising – Successful contractor will work with the City to develop a successful marketing and advertising support for facilities and programs; 3) Product Line/Rebates – Successful contractor shall provide a full line and variety of products, which the City shall receive a rebate from the concessionaire's price for each item; and 4) Equipment – Successful contractor shall provide free of charge, all equipment, service, repairs, and replacement.

Four companies responded for the soda exclusivity, Coca Cola, Dr. Pepper, Grey Eagle and Pepsi Americas. The proposals were reviewed and determined that Pepsi Americas proposal would provide the best benefit to the City. As outlined in their proposal, Pepsi would provide a guaranteed annual sponsorship payment in the amount of \$20,000/year. The case price is \$24.63 for cola and sport drinks and \$12.25 for water with a rebate of \$1.75 per case provided to us at the end of the year. We will also be enrolled in the Rewards Plus program as a Platinum member which would allow for us to earn points towards merchandise, gift cards towards merchandise, etc. Pepsi will give 100 cases of free product for the use of programs and events. They have included in the proposal for the use of the Truck Back program. This program is marketing directly on the back of 76 trucks for 1 month with no cost to us. The marketing value for this program is around \$60,000.

There is the option to break up the advertising on the back during that one month to promote two events. However, we would have to pay for the additional printing costs which would be \$1,500. The Truck Back program could be used to promote some of our larger, regionally attended events. For example, Concerts, Music and Arts Festival, 3v3 Slam Jam, Farmers Market or Turkey Trot to just name a few. (The Truck Back program cannot be sold or transferred.)

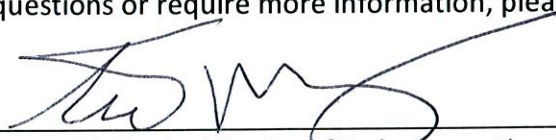
Attached is the breakdown of all proposals for visual comparison.

I would like to recommend that the City Council accept the proposal submitted by Pepsi Americas for the 2017-2019 seasons. At such time, staff will begin some nominal negotiations on inconsequential items to enhance the contract.

Please forward to Council for approval at your earliest convenience.

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

Concurrence:


Thomas McCarthy, Director of Parks, Recreation and Arts

Soda Exclusivity (continued)

Recommendation

Sample of Truck Back program.



	Pepsi	Coke	Dr. Pepper Snapple	Grey Eagle
Marketing	* Truck back program (\$60,000 value)	provide marketing funds up to \$10,000	350 radio tags during june-August	NA
	Artwork & illustration covered pepsi \$1,000 annually for banners etc.	can be used with RFT,cardinal and six flag tickets cross market promotions with SLSG and lacross	NA NA	NA Na
Advertising	* \$20,000 annually for exclusivity Continue to earn pepsi points	\$10,00 annually for exclusivity Samples of free custom menus/banners	\$16,500 annual payment 100 free cases o fsoda	Annual support fund of \$7,500 per year NA
Rebates	* \$2.00 per case (quarterly pay out)	\$1.50 per case purchased	\$1.50 per case soda, water and snapple 24ct	NA
	provide 100 cases of water	provide trailer and tubs, discounted product for special events	.75 rebate on all 12ct tea cases	NA
Water	20 ounce/ 24 ct/\$12.25	20oz/24ct/\$12.53	20oz/24ct/\$9.00	NA
Diet Cola	20 ounce/24 ct/\$24.62	20oz/24ct/\$23.54	20oz/24ct/\$18.50	NA
Sports drink	20 ounce/24ct/\$23.68	20oz/24ct/\$20.95	16oz/12ct/\$13.00	NA
Light sports	20 ounce/24ct/\$23.68	NA	NA	NA
dew	20 ounce/24ct/\$24.63	20oz/24ct/\$23.54	NA	NA
cola	20 ounce/24ct/\$24.63	20oz/24ct/\$23.54	20oz/24ct/\$18.50	Na
clear soda	20 ounce/24ct/ \$24.63	20oz/24ct/\$23.54	20oz/24ct/\$18.50	NA
tea	18.5 ounce/12ct/\$16.78	18.5oz/12ct/\$14.20	18.5oz/12ct/\$9.25	NA
kickstart	16oz/12ct/\$12.31	16oz/24ct/\$36.48	NA	NA
Sparkling Ice	NA	Na	NA	17oz/12ct/\$9.00
Aqua Ball	NA	Na	NA	10oz/24ct/\$17.50
Nesquik	NA	14oz/12ct/24.41 (\$3 rebate)	NA	14oz/12ct/\$16.20
Nesquik Protein	Na	Na	NA	14oz/12ct/\$19.44
Nesquik	Na	NA	NA	8oz/10ct/\$8.20
5 gal bag	\$81.20	\$77.11	\$68 (Subject to yearly price increase)	NA
3 gal bag	\$50.73	\$42.12	2.5 gallon for \$35.00 (subject yearly increase)	NA
Additional	NA	NA	Snapple 20oz/24ct/\$18.50	NA
Refrigerator	yes	yes	yes	yes
Annual increase	no	yes (5% incese to cover COG)	yes (yearly price increase as needed)	NA

MEMORANDUM

Date/ February 22, 2017

To/ Mike Geisel, City Administrator

From/ Kari Johnson, Superintendent of Recreation

Subject/Fireworks



The Parks, Recreation and Arts Department received proposals for a pyrotechnic display to be conducted on July 4, 2017. One company submitted a proposal to perform the pyrotechnic product, products firing gear, racking equipment, insurance, personnel, licenses entertainment work, which includes approximately twenty five (25) minutes of choreographed, multi-level, multi-position pyrotechnic production from a single ground location to include, permits, security, storage and shipping. The proposal was to be based on a total of \$55,000. The proposal was sent to J&M Displays and Gateway Fireworks Display as well as posted on the website. J&M Displays was the only company that submitted a proposal.

Please see the attached proposal from the results for the breakdown of the different sized shells that the company submitted with their bid.

3 year agreement

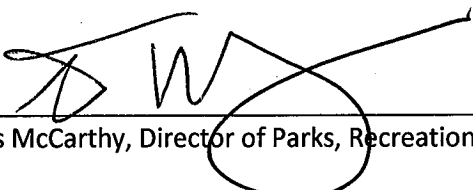
J & M Displays has provided the City with our July 4th pyrotechnic display for the past four years. J & M Displays have included an extra 15% of product for this year to show their ongoing dedication to our City. Also attached is their Multiple Year Agreement that they would like for the City to consider. The 15% additional product would be an annual occurrence if we sign the Multiple Year Agreement with them.

I recommend the bid in the amount of \$55,000 as submitted by J & M Displays including the multi-year agreement to receive the additional 15% of product. The Parks, Recreation and Arts Department has worked with J & M Displays in the past, as they have performed the pyrotechnic work for our 4th of July Celebrations. As such, I am confident that J & M Displays will perform the work as specified.

Please forward to Council for approval at your earliest convenience

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

Concurrence:


Thomas McCarthy, Director of Parks, Recreation and Arts

PROPOSAL FORM

BID TIME: 9:00 A.M.

BID DATE: **Febraury 3, 2017**

TO: THE CITY OF CHESTERFIELD

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

Fireworks Display

COPY

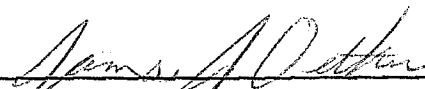
The undersigned contractor hereby proposes to perform the installation/erection/clean up after fireworks show of the **Fireworks Display** in Chesterfield, Missouri, having examined specifications and related documents, and site of the proposed project, hereby proposes to furnish all labor, materials, and documents within the time set forth herein and at the prices stated below. These prices are to cover all expenses incurred in the performance of all work required under the specifications. Prices include delivery charges. The Contract contains a binding arbitration provision, which may be enforced by the parties.

Proposal

See Detailed Bid Proposal Enclosed

Proposal submitted by:

Signature:



Print Name:

James J. Oetken - CEO

Company Name

J & M Displays, Inc.

Address:

18064 170th Ave., Yarmouth, IA 52660-7772

Telephone
Number

Main Office: 800-648-3890/ Sales Office: 636-274-1500, ext. 300

Susan Harvey - 314-422-3428

LIST OF RESOURCES AND REFERENCES

Proposed On-Site Superintendent

JermeY Duren and/or Mike Walker

Proposed Equipment to be used: (All equipment listed shall be readily available to be used on this project on an as needed basis.)

Type	Make and Model	Age	Quantity	Owned/ Rented
------	----------------	-----	----------	------------------

NOT APPLICABLE

Attach references for similar work in the last 2 years.

LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work:

NOT APPLICABLE

Names of the Subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work, and the type of work to be performed:

NOT APPLICABLE

(All remaining work will be done by the Provider with his own forces.)

CERTIFICATION OF NON-SEGREGATION

By submission of this proposal 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: J & M Displays, Inc.

By:


James J. Oetken

Date:

January 27, 2017

ANTI-COLLUSION AFFIDAVIT

STATE OF Missouri

COUNTY OF Jefferson

James J. Oetken

, being first duly sworn, deposes and says that he is (sole owner, partner, president, secretary, etc.) of the party making the foregoing proposal; that such proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said provider has not directly or indirectly induced or solicited any other provider to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any provider or anyone else to put in a sham proposal, or that any one shall refrain from proposal that said provider has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the proposal price of said provider or of any other provider, or to fix any overhead, profit or cost element of such proposal price, or of that of any other provider, 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 proposal are true, and, further, that said provider has not, directly or indirectly, submitted his proposal 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, proposal 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 provider in his general business.

SIGNED: James J. Oetken

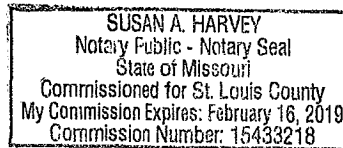
Title:

CEO/Owner

Subscribed and sworn to before me this 27 day of January, 20 17

Seal of Notary

Notary Public Susan A. Harvey



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.

COPY



1-800-648-3890
www.jandmdisplays.com

Pyrotechnic Proposal Package

A PYROTECHNIC PROPOSAL

For
The City of Chesterfield
July 4, 2017

An Integrated Approach for World Class
Pyrotechnic Entertainment
Proposed By:

Susan A. Harvey
J & M Displays, Inc.
10476 Sunset Drive
Dittmer, MO 63023

The Team

J & M Displays, Inc. (J & M) was formed in 1973 and has been entertaining audiences with state of the art product and equipment ever since. Safety, Quality and Service has allowed J & M to prove itself as a well-known, well-respected institution, always adapting itself to the changes in the industry and their client's needs, even in its short existence. J & M has expanded its talents to include servicing the specialized needs of the entertainment and corporate markets while manufacturing specific products for our client needs. Setting its goals on the cutting edge; from music score development to computerized execution – J & M offers the state of the art in Special Effects, Indoor Choreography, and American/European Outdoor Choreography. Precision, multimedia integration and the expertise to take it "on the road" have become hallmark of J & M worldwide.

All members of our team are experts in pyrotechnics, special effects, and display firework productions. Our pyro team holds international licenses and continually moves freely throughout the world. What makes the J & M team unique in the pyrotechnic industry is that the team is also experienced in design, stage technology, audio, lighting, and video. Thus, the team is able to fully integrate the pyrotechnic elements into a production so that it works in conjunction with the lighting design, stage design, and audio/video elements which make for a more creative and unified show overall. The team is able to understand the goals of the other technical designers and can discuss solutions and options in their terminology.

Supporting our team would be an unparalleled list of additional world renowned manufacturers such as, but not limited to, Global Pyrotechnic Solutions, Inc., Yung-Feng Fireworks Company, LIDU Fireworks, and Thunderbird/Hopkee. This product variety allows flexibility and venue specific adaptability both with special effects and aerial product lines.

Scope of Project

J & M proposes to design one (1) multi-level, multi-position fully choreographed pyrotechnic production from a single ground location located at 16461 Burkhardt Place in Chesterfield, Missouri. J & M will supply all products, firing gear, racking equipment, insurance, personnel, licenses, permits, storage, and shipping as a single contractual entity for the upcoming "turnkey" fireworks production to commence on **July 4, 2017, with an option to extend the contract for two (2) additional years.**

J & M will design and integrate our special effect pyrotechnic product into one (1) original twenty-five (25) minute choreographed show production. Our design and development team will develop state of the art product for this unique one-of-a-kind performance.

J & M's Unique Pyrotechnic Package encompasses the following:

- A fully completed musical score, edited, mastered, and played back in digital domain.
- A fully computerized/time code lockable firing system capable of sub-frame resolution and multiple firing points with a complete back-up system.
- A complete wireless transmission system for time code telemetry.
- All Class 1.3G and Class 1.4G aerial and close proximity pyrotechnic product. No shell larger than 8" in diameter. Equipment to be set in place on July 1, 2017 and product to be delivered on July 2, 2017. J & M will supply security personnel overnight so product is never left unattended.
- Licensed and professionally trained pyrotechnic crew. Lead pyrotechnician to be Jermey Duren and/or Mike Walker.
- All pyrotechnic equipment necessary for the show.
- All necessary licenses and permits for the City of Chesterfield and the state of Missouri.
- An Insurance program of not less than _____ coverage.
- Worker's Compensation Insurance Coverage.
- This proposal includes a one (1) year contract with the option to extend the contract; not to exceed a period of two (2) additional years.

Design Capabilities

J & M's design capabilities we feel are the best in the industry. Our in-house designers are known throughout the country and abroad for their innovative, creative, and one-of-a-kind performances. Our dedicated team approach allows us to pull a variety of ideas under one program to create the ultimate pyrotechnic experience.

Your production will be created from scratch. All elements of the production will come together during the design phase. Once this phase is complete, all other details of the performance can be recognized and finalized in order to meet all requirements set forth by the Bid requirements and local authorities.

Production Costs

We envision developing budget parameters in conjunction with you and your marketing needs. We would not consider tailoring such a program in a vacuum, or presume to know your financial outlook on a project such as this. We are prepared to work together to make this package complete and economical. **Therefore, we are prepared to work together in order to make this package complete, economical, and flexible to your changing needs.**

The cost associated with multiple level show production is based on the complexity, intensity, quality, and quantity of product and the positions utilized in respect to client satisfaction. Prices stated are based on a full turnkey show production, but does not include items necessary based on extreme weather conditions or additional requirements set forth after the contract signing.

In that regard, J & M is prepared to produce this full "turnkey" performance **for Fifty-Five Thousand Dollars (\$55,000)**. Our proposal provides a wide range of product in all sizes, categories and world-class manufacturers. Below is a summary of our suggested overall savings for the budget set forth in the RFP.

July 4th Package

A July 4th \$55,000 Show Package worth
\$66,197.85.

Donna product equalling a dollar value of fifteen percent (15%)

Production Costs

We envision developing budget parameters in conjunction with you and your marketing needs. We would not consider tailoring such a program in a vacuum, or presume to know your financial outlook on a project such as this. We are prepared to work together to make this package complete and economical. **Therefore, we are prepared to work together in order to make this package complete, economical, and flexible to your changing needs.**

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Special Note:

Special discounts apply to each of the three years if a multiple year contract is secured. Bonus product equaling a dollar value of fifteen percent (15%) of the total fireworks dollar value purchased (total dollar value is fireworks only and excludes cost of insurance, shoot fee, taxes, etc.).

Show Soundtrack

For each production J & M has the ability to create unique, one-of-a-kind, award winning, music scores that encompass your event theme in our in-house studio.

If J & M is awarded the contract we will create a one-of-a-kind soundtrack for your 2017 show based around your theme or entertainment on stage that day at NO ADDITIONAL CHARGE. You may choose a theme or we can suggest a theme for you if so requested.

Statement of Objection

This material is the property of J & M and is confidential. Please return any confidential material to J & M within 10 business days after the awarding of the contract.

Added Advantages for Acquiring J & M's Pyrotechnic Services

A Long Term Client Relationship is what our growth is based on. To that end, we offer our services or advice in related matters at no cost. Our relationship with the City of Chesterfield is no exception.

The Combined Resources of the Team gives you a wide spectrum of expertise while allowing us to operate efficiently. This cost efficiency in operations is passed on to you.

World Class Manufacturers' as Team Members allow the use of pyrotechnic product on a daily basis that most companies would never consider using because of cost. This cost efficiency and quality is passed on to you.

A WorldWide Network ensures that your needs will be met without incident, delay, or increased costs.

A Safety Record as Excellent as Ours not only holds down overhead costs but allows us to secure General Liability, Completed Operations, and Domestic Vehicle Insurance in the amounts of **\$10,000,000 (USD)**.

J & M's Signature Shells are our specialty and they include, but are not limited to, Smiley Face Shells, Sad Face Shells, Crossette Shells of all sizes, Color and Tourbillion Shells, Color and Whistle Shells and Color and Serpent Shells.

Pyrodigital Firing Methods

J & M's proposes to utilize the Pyrodigital Phase III Field Controller and System Network. The Pyrodigital Consultant's Field Controller is a Professional Level Tool. This tool, when combined with the Pyrodigital Phase III Firing System Network, becomes an integrated hardware system, which provides a means in which to electrically fire industry standard pyrotechnic igniters.

The Pyrodigital Field Controller (the System Controller) is what controls the operation of the Phase III System Network. The Field Controller is at the control location, at the point where the operator, or user, controls the pyrotechnics or special controlled by; 1) the Pyrodigital Phase III Interface Box connected to a Personal Computer, or 2) another type of Pyrodigital Phase III Controller.

The standard System Network is composed of the Firing Modules, the Interconnecting Cables, and the Splitter Boxes. This Network originates at the Field Controller via the single main Interconnecting Cable. This main Interconnecting Cable then goes to the Splitter Box(s) which are then connected with additional Interconnecting Cables to the Firing Modules.

The System Network may also be composed of Pyrodigital PAM(s) (Pyrodigital Automation Modules), other type of Pyrodigital Phase III Output Devices, Firing Modules (as described above), or a combination of any of these.

The System Network may be also referred to as the Firing Network or simply the Network. Likewise, the Field Controller may sometimes be referred to as simply the Controller, or generically as the System Controller. The Field Controller together with the System Network may be referred to, in total, as simply the (Pyrodigital) Firing System.

Synchronization of cueing can be controlled manually, or automatically, via external input. Internal backups enhance the field controller's flexibility allowing instant response to last minute program changes. The superior cueing abilities of the Pyrodigital Phase III System Network has a proven successful track record as evidenced with its use as part of the Disney Animation Festival produced In Buenos Aires, Argentina.

Insurance Provided

The City of Chesterfield will receive a certificate of insurance evidencing our Commercial General Liability and Product Liability package – worldwide.

- **Ten Million-Dollar limit** per occurrence.
- Eleven Million-Dollar aggregate limits including bodily injury, property damages and full product liability.
- Our aggregate limits apply separately for every project. The City of Chesterfield is assured of having our full policy limits available for your show.
- Coverage is written by the Everest Insurance Company. Everest maintains the following ratings:

<u>Organization</u>	<u>Rating</u>
A.M. Best	A++ XIV
Standard & Poor's	AAA

- Worker's Compensation Insurance is provided for each of our pyrotechnicians, technical directors, designers and all other employees.
- A One Million-Dollar Commercial Auto Liability is maintained on all company vehicles domestically.
- J & M's maintains all U.S. Department of Transportation 2017 regulations for the transport of pyrotechnics and related materials. This includes the Motor Carrier endorsement for public liability under Section 29 and 30 of the Motor Carrier Act of 1980.
- The insurance coverage is one of the best in our industry.

Licensing Requirements

Copies of our Federal ATF license and our Missouri State Distributor' license are enclosed for your review. Please see attachments.

Any license up for renewal later this year and in 2017 will be forwarded to you upon renewal if J & M is awarded the contract.

J & M's Professional References

Listed below are names, addresses and phone numbers of clients you are authorized to contact referencing similar productions produced by J & M.

<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
Larry Kim City of Ellisville	#1 Weis Ellisville, MO 63011	636-591-6666
Charlie Boyce Innsbrook Estates	#1 Innsbrook Drive Wright City, MO 63390	636-928-3366
Jim Howe Fair St. Louis	301 Prospect St. Louis, MO 63103	314-434-3434
Stan Kreidler City of Ferguson	501 North Florissant Road Ferguson, MO 63135	314-521-4661

J & M's Clientele

Our services include design, implementation and/or product supply. Walt Disney World, Sea World, Busch Gardens and Six Flags Theme Parks are just a few of consistent clients that rely on our expertise in the pyrotechnic arena.

Our design and production team has had many prestigious commissions besides the ones stated above. These include, but are not limited to:

Fair St. Louis, City of Chesterfield, City of Ellisville, City of Ferguson, Royal Caribbean Millennium Bahamas/Haiti, Charlotte NC Millennium, Madison WI Millennium, Chicago's Navy Pier Millennium, St. Louis MO Millennium, Copper Mountain CO Millennium, Pope John Paul II, St. Louis, MO * Disney Animation Festival/Buenos Aires, Argentina * Chicago Navy Pier Events and Summer shows 1995-1999 * Phoenix's Fabulous 4th 1999, Atlanta's Lenox Mall Fabulous 4th 1999, World Cup – 94/Orlando, FL * Olympic Sports Festival – 94/St. Louis, MO * Red, White and Boom/Columbus, OH * Rhythm and Booms/Madison, WI * Busch Gardens/Williamsburg, VA * Sea World/San Antonio, TX * World Series/St. Louis, MO * St. Louis Baseball Cardinals * Amway Corporation/Puerto Rico, Maui, Hawaii, Grand Rapids * Universal Studios * New Year's Eve: Copper Mountain, CO; Philadelphia, PN; Athens, GA; Downtown St. Louis * V.P. Fair/Fair St. Louis * America's Center Opening/St. Louis, MO * BMW Manufacturing Corp./Greer, SC * Mercedes Benz Manufacturing Corp./Tuscaloosa, AL * Chandler Jazz Festival/Chandler, AZ * Lodge of the Four Seasons/Lake of the Ozark, MO * John Deere Training Facility/Gila River, AZ * St. Louis Blue's Hockey/St. Louis, MO * Cave Creek Fourth of July/Cave Creek, AZ * Artesia Fireworks Spectacular/Artesia, NM * St. Louis Ram's Football * Indian River Mall/Vero Beach, FL * Lafayette Sq. Mall Santa's Arrival/Indianapolis, IN * Richmond Sq. Mall Santa's Arrival/Richmond, IN * Maritz Corporation/St. Louis, MO * McDonnell Douglas 1997 Apache Helicopter Reveal/Phoenix, AZ * Circle Center Grand Opening/Indianapolis, IN * President Bush's Debate/St. Louis, MO * Presidential Nominee Clinton's Debate/St. Louis, MO * Avondale Fourth of July/Avondale, AZ * Olympic Torch Relay/St. Louis, MO * Disney Channel PremEARS in the Parks Tour/MD; PA; CT; MN; KS; TX * North Carolina Museum of Art Opening * Fourth of July/Six Flags & Time Warner Theme Parks * St. Albans, MO * Scott Air Force Base, IL * Rend Lake, IL * Mt. Vernon, IL * Union Station Santa's Arrival & New Year's Eve/St. Louis, MO * Lake Eola Celebration in the Park/Orlando, FL * West Point Crab Festival/West Point, VA * St. Louis County Fair * Bellerieve Country Club/St. Louis, MO * Tan Tar A Resort/MO * Fenton Days Festival/MO * Bud Light Airplane * Amway/Long Beach, CA; LaCrosse, WI * Clayton Fire Department 100th Anniversary/MO * St. Louis Science Center * St. Louis Museum of Art * Zoofari/St. Louis, MO * Fox Lake, IL * Halls, IN * Kenosha County Fair, WI * Labor Day Association/Mackey, IN * Lincolnshire, IL * City of Litchfield, AZ * Long Lake, WI * Monona Terrace Opening/Madison, WI * Marengo, IL * Menomonee Falls, WI * New Mexico Tech/Secor, NM * North Chicago Neighborhood Watch Cooperative * North Shore Country Club/Chicago, IL * Ozark Empire Fair/Springfield, MO * Prairie State Games/IL * Princeton, IN * St. Clair, MO * St. Genevieve, MO * Shellrock, IA * Sony Creative Printing & Parties/Chicago, IL * South Side Country Club/Decatur, IL * Kroger Corporate Convention/San Destin, FL * Strawberry Festival * Twin Oaks Country Club/Springfield, MO

Professional References (cont.)

Union Electric Company/St. Louis, MO * Jacksonville Jaguars Football/FL * Club Velvet One Year Anniversary/St. Louis, MO * Vernon Hills, IL * Viburnum Lions Club, MO * Washington County Fair, MO * Washington University/St. Louis, MO * Webster Groves, MO * Westwood Country Club/St. Louis, MO * City of Zion, IL * Racine County Fair/Union Grove, WI * SABRE Travel Convention/Chicago, IL * Senior Sports Classic/Lake Buena Vista, FL * Lake Forest Symphony/IL * Land's End Magazine Special Edition Cover/Summer 1997 * Premier Racing Productions/Wilmot IL * Affton Chamber of Commerce/St. Louis, MO * Atlanta Zoo, GA * American Bar Association/Chicago, IL * Bailwin, MO * Missouri Botanical Gardens/St. Louis * Cotter & Company, Busch Stadium/St. Louis, MO * Ford Motor Company, IL * Septemberfest/Omaha, NE * Lake Line Mall/St. Louis, MO * Chicago Convention & Tourism Bureau * Muncy Opera/St. Louis, MO * Merchandising Mart/Chicago, IL * Seminole County Fair/Casselberry, FL * Big River VFW, MO * Bellefontaine Neighbors, MO * Black Jack, MO * Blue Springs, MO * City of Brentwood, MO * Angeuser Busch Conventions/Madison, WI & Bingham, MI * Peter Lowe International – TWA Dome/St. Louis, MO * Riverport Amphitheater/St. Louis, MO * Shriners Circus/St. Louis, MO * Trump Casino/Gary, IN 8 Mid America Airport Opening/IL *

General Points and Exclusions

General Points

J & M's team produces custom projects. Please do not exclude any ideas you may have regarding a specific pyro moment or scene.

All equipment and control systems are supplied with backups and additional spares available.

Any major change to the show/pyro sequences outside of J & M's control would be billed at replacement costs/out-of-pocket.

The **City of Chesterfield** shall, at its own expense, provide adequate security personnel and barricades as reasonably required to preclude unauthorized persons from entering the area designated by J & M's as the area for discharge of the Fireworks Display ("Security Zone"). The **City of Chesterfield** must provide security once product and gear arrives on site. Security must be maintained in the absence of J & M's personnel. Security must be provided until J & M leaves the display site. In the event that prior to the display weather, wind conditions change or become such that to begin the Fireworks Display as setup would, (in the judgement of the lead pyrotechnician), create or represent a risk of harm to spectators or by-standers, the **City of Chesterfield**, at the request of J & M's, shall forthwith take appropriate action to relocate the at risk spectators or by-standers and their property to a position reasonably safe for viewing the Fireworks Display and thereafter maintaining a new Security Zone. J & M's shall have the right to delay the start or suspend said Fireworks Display until said persons and/or property are moved to a safer location and the Security Zone is reestablished. Both, J & M and the **City of Chesterfield** agree that the final authority with respect to the firing of the Fireworks Display shall lie with the Fire Marshal or other safety official on site to maintain safety regulations.

Attachments

Show Package Shell Listing for \$55,000

Sample Creative Designed Show Script of Product Disbursement

One Year Display Agreement

Optional Three Year Display Agreement

Sample Insurance Certificate

Safety Plan for Firing Site

Site Plan

Fireworks Display Operators License

USDOT Hazardous Materials Certificate to Transport

USDOT Approval Number – USDOT377461

Missouri State License

ATF License

Comparison to other Vendors

	<u>J & M Displays, Inc.</u>	<u>Our Competitors</u>
Local Crew and support team	Yes	?
Dependable	Yes	?
Insurance coverage at \$10 Million	Yes	Probably not
Computerized Firing System	Yes	?
Full back-up Firing System	Yes	NO
MO Manufactured Product	Yes	Very Doubtful
Years of Experience at your Venue	8	0
Licensed to Shoot Pyro in MO	Yes	Will be required
USDOT Certified to Transport Pyro	Yes	Ask them to show proof
Peace of Mind	Priceless	Not sure



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www.jandmdisplays.com

Shell Listing
for
July 4, 2017

J & M Displays Proposal For: City of Chesterfield

Main Event

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Gold cross rings			
2	Lemon to magenta w/silver strobe pistil		\$17.95	\$35.90
2	Willow to red white and blue		\$17.95	\$35.90
2	Brocade crown with silver strobing pistil		\$17.95	\$35.90
2	Chrys to Silver Strobe		\$30.35	\$60.70
2	Colored bees assorted		\$30.35	\$60.70
2	Glittering gold to Ruby kamuro w/strobe pistil		\$30.35	\$60.70
2	Green to dark to purple		\$30.35	\$60.70
2	Multi-color comets		\$30.35	\$60.70
2	Pink and lemon dahlia		\$30.35	\$60.70
2	Red and blue crossette		\$30.35	\$60.70
2	Super Splendid Flowers- Red & Blue to Silver Strob		\$30.35	\$60.70
2	Tracer assorted		\$30.35	\$60.70
2	Willow with strobe pistil		\$30.35	\$60.70
2	Assortment A of 20 different J&M Brand Shells	gold tail	\$30.35	\$60.70
2	Assortment B of 20 different J&M Brand shells	mixed tails	\$332.00	\$664.00
2	Assortment F of 20 different J&M Brand shells	mixed tails	\$332.00	\$664.00
2	Assortment C of 20 different J&M Brand shells	mixed tails	\$332.00	\$664.00
2	Assortment G of 20 different J&M Brand shells		\$332.00	\$664.00
2	Assortment J of 20 different J&M Brand shells (LOW	mixed tails	\$332.00	\$664.00
Category shell Count: 268				\$4,759.40

4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
2	Butterfly pattern			
2	Lemon strobe		\$38.15	\$76.30
2	Nishiki kamuro niagara falls		\$38.15	\$76.30
2	Orange strobe		\$38.15	\$76.30
2	Reddish gamboge to blue to red		\$38.15	\$76.30
2	Diamond screamer and variegated stars	Cylinder	\$51.25	\$102.50
2	Go-getter assorted colors	Cylinder	\$51.25	\$102.50
2	Green and purple with silver serpents	Cylinder	\$51.25	\$102.50
2	Lemon and purple with artillery	Cylinder	\$51.25	\$102.50
2	Orange and green with artillery	Cylinder	\$51.25	\$102.50
2	Orange and green with artillery	Cylinder	\$51.25	\$102.50
2	Red and blue with artillery	Cylinder	\$51.25	\$102.50
2	Red and blue with artillery	Cylinder	\$51.25	\$102.50
2	Red Gamboge to multi color swimming chrysanthem		\$51.25	\$102.50
2	Silver wasp and diamond screamer	Cylinder	\$51.25	\$102.50
2	Silver whirl with report w/ red & blue stars	Cylinder	\$51.25	\$102.50
Category shell Count: 32				\$1,509.00

J & M Displays Proposal For: City of Chesterfield

Main Event

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Double ring magenta & strobe to crackle			
2	New Color peonies assorted		\$27.40	\$54.80
2	Willow with strobe pistil		\$27.40	\$54.80
2	Blue peony to silver crown	gold tail	\$27.40	\$54.80
2	Blue saturn with pink and lemon to crackling willow ri	silver tail	\$49.50	\$99.00
2	Brocade crown with red and blue willow pistil		\$49.50	\$99.00
2	Brocade ring with crackling flower pistil		\$49.50	\$99.00
2	Brocade to multicolor		\$49.50	\$99.00
2	Crossette assorted		\$49.50	\$99.00
2	Double Crackling		\$49.50	\$99.00
2	Fancy willow to crackle	crackling tail	\$49.50	\$99.00
2	Glitter crossette	crackling tail	\$49.50	\$99.00
2	Tracer assorted	flower crown tail	\$49.50	\$99.00
2	White strobe to reports		\$49.50	\$99.00
2	Assortment H of 15 different J&M Brand Shells		\$49.50	\$99.00
2	Assortment Q of 15 different J&M Brand shells	mixed tails	\$428.00	\$856.00
2	Asst H of 15 diff J&M Brand Shells W/O CONNECT	mixed tails	\$428.00	\$856.00
2	Assortment B of 15 different J&M Brand Shells	mixed tails	\$428.00	\$856.00
2	Assortment A of 15 different J&M Brand shells (low f	mixed tails	\$428.00	\$856.00
2	Assortment C of 15 different J&M Brand shells	mixed tails	\$428.00	\$856.00
2	Assortment D Of 15 different J&M Brand shells	mixed tails	\$428.00	\$856.00
2	Assortment F of 15 different J&M Brand shells		\$428.00	\$856.00
2	Assortment J of 15 different J&M Brand Shells	mixed tails	\$428.00	\$856.00
2	Assortment M of 15 different J&M Brand shells (low	mixed tails	\$428.00	\$856.00
Category shell Count: 328				\$9,813.40

5 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
2	Crackling nishiki kamuro			
2	Glittering silver to blue to purple to gold		\$58.30	\$116.60
2	Gold lace kamuro		\$58.30	\$116.60
2	Gold lace kamuro with pistils		\$58.30	\$116.60
2	Gold willow with swimming stars		\$58.30	\$116.60
2	Kamuro Chrysanthemum with Crackling		\$58.30	\$116.60
2	Multicolor strobe		\$58.30	\$116.60
2	Orange lime magenta violet w/ white strobe pistil		\$58.30	\$116.60
2	Red gamboge to colored and spangled		\$58.30	\$116.60
2	Red strobe		\$58.30	\$116.60
2	Half purple half aqua with nishiki kamuro ring		\$58.30	\$116.60
2	Happy face pattern		\$69.65	\$139.30
2	Kamuro chrysanthemum niagara falls with smiling fa		\$69.65	\$139.30
2	Multi color dahlia with spangle crackling pistil		\$69.65	\$139.30
2	Nishiki kamuro niagara falls with strobing pistils		\$93.40	\$186.80
2	Red and blue to flash peony		\$93.40	\$186.80
Category shell Count: 32				\$2,144.30

J & M Displays Proposal For: City of Chesterfield

Main Event

6 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Chrysanthemum to blue to silver with red pistil	rising whistle		
2	Chrysanthemum to silver with silver strobe pistil		\$48.75	\$97.50
2	Flashing willow with lemon and purple scatter		\$48.75	\$97.50
2	Green to blue to silver peony	green tail	\$48.75	\$97.50
2	Half and half peony with palm pistil - assorted		\$48.75	\$97.50
2	Multicolor peony - finale shell		\$48.75	\$97.50
2	Red and blue dahlia with silver glitter		\$48.75	\$97.50
2	Red, white and blue peony		\$48.75	\$97.50
2	Silver to green with purple pistil		\$48.75	\$97.50
2	Blue to red to silver peony	rising flowers	\$48.75	\$97.50
2	Brocade crown with silver strobing pistil		\$69.95	\$139.90
2	Color to dark to color assorted		\$69.95	\$139.90
2	Crossette chrysanthemum assorted	crackling tail	\$69.95	\$139.90
2	Flashing willow with lemon and purple scatter		\$69.95	\$139.90
2	Flower crown with red strobe pistil	flower crown tail	\$69.95	\$139.90
2	Glitter chrysanthemum		\$69.95	\$139.90
2	Glittering willow with falling leaves pistil	glitter tail	\$69.95	\$139.90
2	Glittering willow with pink lemon and light blue pistil		\$69.95	\$139.90
2	Glittering willow with Red and Blue pistil	glitter tail	\$69.95	\$139.90
2	Green & Purple dahlia w/ gold strobe		\$69.95	\$139.90
2	Green spiderweb with green strobe pistil	gold tail	\$69.95	\$139.90
2	Half blue and half red with midnight snow ring		\$69.95	\$139.90
2	Mixed color peony w/palm pistil assorted		\$69.95	\$139.90
2	Rainbow colored dahlia w/glittering pistil		\$69.95	\$139.90
2	Rainbow crossette		\$69.95	\$139.90
2	Red ring w/ white strobe to titanium salute	red tail	\$69.95	\$139.90
2	Red spiderweb with red strobe pistil		\$69.95	\$139.90
2	Red white and blue crossette rings		\$69.95	\$139.90
2	Ring to dark to peony assorted		\$69.95	\$139.90
2	Silver crackling crossette	rising whistle	\$69.95	\$139.90
2	Silver crossette to silver scattering		\$69.95	\$139.90
2	Silver wave ring with red and blue crossette		\$69.95	\$139.90
2	Three times flowers red white and blue	red tail	\$69.95	\$139.90
2	Willow with multiflash with purple pink and lemon pis		\$69.95	\$139.90
2	Willow with strobe pistil		\$69.95	\$139.90
2	Assortment M of 9 different J&M Brand shells	mixed tails	\$69.95	\$139.90
2	Assortment P of 9 different J&M Brand Shells		\$432.00	\$864.00
2	Assortment P of 9 different J&M Brand Shells	mixed tails	\$432.00	\$864.00
2	Assortment Q of 9 different J&M Brand Shells (Long		\$432.00	\$864.00
2	Assortment G of 9 different J&M Brand shells	mixed tails	\$432.00	\$864.00
2	Assortment C of 9 different J&M brand shells		\$432.00	\$864.00

Category shell Count: 178

\$9,698.90

J & M Displays Proposal For: City of Chesterfield

Main Event

6 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
2	5 Pointed Chrys.-Blue & Red to Silver Crossette			
2	Blue and red crossette to white crown		\$96.50	\$193.00
2	Blue and red meteor shower		\$96.50	\$193.00
2	Blue to red to silver peony		\$96.50	\$193.00
2	Brocade to multicolor	rising flowers	\$96.50	\$193.00
2	Brocade to red and blue snakes		\$96.50	\$193.00
2	Crackling Kamuro Chrysanthemum		\$96.50	\$193.00
2	Crackling small flowers with crackling pistils		\$96.50	\$193.00
2	Ghost blue peony		\$96.50	\$193.00
2	Glittering silver to red & green with red to blue pistil		\$96.50	\$193.00
2	Glittering silver to red to blue		\$96.50	\$193.00
2	Happy face pattern		\$96.50	\$193.00
2	Kamuro chrysanthemum		\$96.50	\$193.00
2	Lemon strobe		\$96.50	\$193.00
2	Mixed color strobe shell of shells		\$96.50	\$193.00
2	Multicolor Brocade Ring w/Popping Flowers Pistil		\$96.50	\$193.00
Category shell Count: 32				
				\$3,088.00

J & M Displays Proposal For:
City of Chesterfield

Main Event

8 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Color to brocade crown assorted			
2	Brocade crown with eight flowers		\$144.85	\$289.70
2	Brocade crown with reports		\$144.85	\$289.70
2	Chrysanthemum with multiple layer pistil		\$144.85	\$289.70
2	Color to dark to color assorted		\$144.85	\$289.70
2	Color to dark to color to crackling assorted		\$144.85	\$289.70
2	Crossette chrysanthemum assorted		\$144.85	\$289.70
2	Crossette ring with crackling pistils		\$144.85	\$289.70
2	Flashing willow with lemon and purple scatter		\$144.85	\$289.70
2	Flashing willow with lemon and purple scatter		\$144.85	\$289.70
2	Four Color Peony		\$144.85	\$289.70
2	Glittering willow with pink lemon and light blue pistil		\$144.85	\$289.70
2	Glittering willow with Red and Blue pistil		\$144.85	\$289.70
2	Gold flashing crossette with gold flash pistil		\$144.85	\$289.70
2	Lemon to pink with sea blue pistils		\$144.85	\$289.70
2	Orange to purple with green pistils		\$144.85	\$289.70
2	Purple to green to white flashing		\$144.85	\$289.70
2	Red and blue peony with silver spike pistil		\$144.85	\$289.70
2	Red to blue to white strobe		\$144.85	\$289.70
2	Red to white to blue to silver		\$144.85	\$289.70
2	Red, white, and blue peony		\$144.85	\$289.70
2	Sea blue peony with orange pistils		\$144.85	\$289.70
2	Silver crown to red and blue		\$144.85	\$289.70
2	Silver plum crossette chrysanthemum		\$144.85	\$289.70
2	Silver wave to green to red with red to purple pistil		\$144.85	\$289.70
2	Three times brocade crossette		\$144.85	\$289.70
2	Two color change w/pistils		\$144.85	\$289.70
2	Variegated peony with gold palm pistil		\$144.85	\$289.70
2	White flashing willow		\$144.85	\$289.70
Category shell Count: 58				
				\$8,401.30

J & M Displays Proposal For: City of Chesterfield

Main Event

8 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
2	Blue peony with bright red pistils			
2	Blue sunflower		\$241.55	\$483.10
2	Brocade to Blue to Silver waves with red pistil		\$241.55	\$483.10
2	Chupacabra		\$241.55	\$483.10
2	Colorful Peony Shell of shells	New	\$241.55	\$483.10
2	Crackling nishiki kamuro		\$241.55	\$483.10
2	Crackling small flowers with crackling pistils		\$241.55	\$483.10
2	Four pistils		\$241.55	\$483.10
2	Ghost blue peony	comet tail	\$241.55	\$483.10
2	Ghost red peony	New	\$241.55	\$483.10
2	Ghost white peony		\$241.55	\$483.10
2	Ghost yellow peony		\$241.55	\$483.10
2	Glittering silver to variegated	New	\$241.55	\$483.10
2	Golden Crown(Dark Willow) Color change to Red St		\$241.55	\$483.10
2	Golden Silk Chrysanthemum		\$241.55	\$483.10
2	Kamuro chrysanthemum		\$241.55	\$483.10
2	Kamuro chrysanthemum niagara falls with smiling fa		\$241.55	\$483.10
2	Multicolor palm tree with multicolor crown flowers		\$241.55	\$483.10
2	Red and blue Nishiki kamuro to red tip with blue pisti		\$241.55	\$483.10
2	Red and blue Nishiki kamuro with twinkling pistil		\$241.55	\$483.10
2	Red gamboge to crackling chrys w/blue pistil to var.	New	\$241.55	\$483.10
2	Red gamboge to mc swimming with spangle cracklin		\$241.55	\$483.10
2	Red Peony to Golden Glitter		\$241.55	\$483.10
2	Reddish gamboge to crackling chrys with pistils	crackling tail	\$241.55	\$483.10

Category shell Count: 48

Section shell Count: 976

\$11,594.40

\$51,008.70

Finales

3 Inch Finales

Quantity	Name	Rising Effect	Price	Total
10	Report and palm finale 10 shot with rising tails	mixed tails	\$112.75	\$1,127.50

Category shell Count: 100

\$1,127.50

4 Inch Finales

Quantity	Name	Rising Effect	Price	Total
10	Color finale 8 shot	silver tail	\$178.40	\$1,784.00
15	Red white and blue dahlia finale 8 shot	mixed tails	\$178.40	\$2,676.00
10	Artillery finale 8 shot		\$194.50	\$1,945.00

Category shell Count: 280

\$6,405.00

Section shell Count: 380

\$7,532.50

J & M Displays Proposal For:
City of Chesterfield

Miscellaneous

Ignition Items

Quantity	Name	Rising Effect	Price	Total
1050	Igniter 4 meter leads		\$2.10	\$2,205.00
Category shell Count: 0				\$2,205.00
Section shell Count: 0				\$2,205.00



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***Sample Creative
Designed Show
Script of Product
Disbursement***

Script for Chesterfield

Cue	H	M	S	F	Next	Event	Pft	Addr	Post	Angle	Qty	Cal	Effect Description
0	0	0	0	0	0:00:05:00	no music	0	000			0	0	City of Chesterfield jw
1	0	0	5	0	0:00:00:00		34	03D	1		1	5	CHANSHAN SHELL - Mixed color peony
2	0	0	5	0	0:00:02:00		28	200	2		1	4	Peony wth palm pistil finale 8 shot
3	0	0	7	0	0:00:01:00		25	072	1		1	6	CHANSHAN SHELL - Mixed color peony
4	0	0	8	0	0:00:01:00		28	201	2		1	4	Peony wth palm pistil finale 8 shot
5	0	0	9	0	0:00:02:00		34	03E	1		1	5	CHANSHAN SHELL - Mixed color peony
6	0	0	11	0	0:00:05:00		25	073	1		1	6	CHANSHAN SHELL - Mixed color peony
7	0	0	16	0	0:00:01:00		42	22D	3		1	8	Flashing willow with lemon and purple scatter
8	0	0	17	0	0:00:01:00		42	22E	3		1	8	Flashing willow with lemon and purple scatter
9	0	0	18	0	0:00:06:00		42	22F	3		1	8	Flashing willow with lemon and purple scatter
10	0	0	24	0	0:00:02:00		0	1A1	1	V	2	5	Lemon glitter waterfall
11	0	0	26	0	0:00:00:00		41	048	1		1	5	Golden willow (waterfall)
12	0	0	26	0	0:00:09:00		45	08E	1		1	6	Golden willow (waterfall)
13	0	0	26	0	0:00:00:00		42	266	3		1	8	Golden willow (waterfall)
14	0	0	35	0	0:00:03:15		0	0B9	1	V	2	4	Ripple to Blue Wave
15	0	0	38	15	00:03:15		0	0BA	1	V	2	4	Ripple to green wave
16	0	0	42	0	0:00:03:15		0	0BB	1	V	2	4	Ripple to Variegated Wave
17	0	0	45	15	00:03:15		0	0C8	1	V	2	4	Golden wave to Half Green Half Purple
18	0	0	49	0	0:00:02:00		0	0D7	1	V	2	4	Silver Spiderweb
19	0	0	51	0	0:00:05:00		0	0D5	1	V	2	4	Red Spiderweb
20	0	0	56	0	0:00:02:00		31	0F3	1	V	2	4	Grass green peony with crackling pistil
21	0	0	58	0	0:00:02:00		30	10B	1	V	2	4	Crackling willow
22	0	1	0	0	0:00:00:00		30	0EE	1	V	2	4	Crackling willow
23	0	1	0	0	0:00:06:15		52	260	3		1	8	Crackling small flowers with crackling pistils
24	0	1	6	15	00:02:00		0	0EB	1	V	2	4	Sky blue peony with Corolla pistil
25	0	1	8	15	00:02:00		0	0E3	1	V	2	4	Grass Green peony with Corolla pistil
26	0	1	10	15	00:02:15		0	0E0	1	V	2	4	Gold Crown
27	0	1	13	0	0:00:05:00		0	018	1		1	4	Mixed color peony w/ brocade crown to silver ring
28	0	1	18	0	0:00:04:00		0	022	1		1	4	Yellow crossette
29	0	1	22	0	0:00:04:00		0	105	1	V	2	4	Midnight snow with red star pistil
30	0	1	26	0	0:00:05:00		31	0F7	1	V	2	4	Midnight snow ring with double color peony
31	0	1	31	0	0:00:03:00		32	130	1	V	2	4	Green and purple with silver serpents
32	0	1	34	0	0:00:03:00		0	11B	1	V	2	4	Spiral ring pattern
33	0	1	37	0	0:00:02:00		28	12C	1	V	2	4	Vortex red and blue crossette ring
34	0	1	39	0	0:00:06:00		30	0ED	1	V	2	4	Brocade crown
35	0	1	45	0	0:00:03:15		0	030	1		1	5	Half blue chry half red chry w/ brocade ring
36	0	1	48	15	00:03:15		0	032	1		1	5	Pink Blue & Lemon dahlia
37	0	1	52	0	0:00:03:15		0	02C	1		1	5	Crown to glittering
38	0	1	55	15	00:00:00		0	02B	1		1	5	Brocade Crown with silver strobe pistil
39	0	1	55	15	00:03:15		49	268	3		1	8	Ghost red peony
40	0	1	59	0	0:00:03:15		32	140	1	V	2	5	Red and silver cascade mixed crossette
41	0	2	2	15	00:03:15		38	14E	1	V	2	5	Blue to silver peony with red pistil
42	0	2	6	0	0:00:04:00		37	15B	1	V	2	5	Red Green Crossette ring with crackling pistil
43	0	2	10	0	0:00:03:00		35	189	1	V	2	5	Peachy Peony w/Purple Pistil silver tail
44	0	2	13	0	0:00:03:15		37	18A	1	V	2	5	Pink to Violet silver tail
45	0	2	16	15	00:03:15		0	175	1	V	2	5	Half Green Half Yellow peony w/silver palm pistil
46	0	2	20	0	0:00:03:15		0	176	1	V	2	5	Half Purple Half gold chrys w/gold wave ring
47	0	2	23	15	00:03:15		39	158	1	V	2	5	Mix purple & Green peony with corolla pistil
48	0	2	27	0	0:00:03:15		37	159	1	V	2	5	Mix Sky blue & lemon peony with corolla pistil
49	0	2	30	15	00:03:15		33	141	1	V	2	5	Blue and silver rings with red pistil
50	0	2	34	0	0:00:03:15		39	157	1	V	2	5	Lemon Pink ring with crackling pistil
51	0	2	37	15	00:02:00		36	180	1	V	2	5	Blue and Lemon Peony silver tail
52	0	2	39	15	00:02:15		38	18B	1	V	2	5	Sea Blue Peony w/orange glitter pistil
53	0	2	42	0	0:00:05:00		34	195	1	V	2	5	Lemon saturn ring with ghost peony
54	0	2	47	0	0:00:04:00		38	1C6	1	V	2	6	Red with delayed crackling pistil
55	0	2	51	0	0:00:04:00		40	06A	1		1	6	Red strobe with blue moving stars
56	0	2	55	0	0:00:03:15		36	1E9	1	V	2	6	Red to Silver flying dragon
57	0	2	58	15	00:03:15		36	1EA	1	V	2	6	Red to Silver flying dragon
58	0	2	58	15	00:00:00		49	269	3		1	8	Ghost red peony
59	0	3	2	0	0:00:03:15		39	1E6	1	V	2	6	Mix Aqua & pink peony with Corolla Pistil
60	0	3	5	15	00:03:15		33	06C	1		1	6	Red cypas blue dahlia ring with green saturn
61	0	3	9	0	0:00:03:15		39	1E7	1	V	2	6	Mix Aqua & pink peony with Corolla Pistil

Script for Chesterfield

Cue	H	M	S	F	Next	Event	Pft	Addr	Post	Angle	Qty	Cal	Effect Description
62	0	3	12	15	00:03:15		40	ICD	1	V	2	6	Silver glitter willow with blue pistil
63	0	3	16	0	00:03:15		38	ICF	1	V	2	6	Twitter Glitter to Purple to Lemon W/green Strobe Pistil
64	0	3	19	15	00:03:15		0	ID6	1	V	2	6	Orange & grass green chrys
65	0	3	23	0	00:03:15		38	ICC	1	V	2	6	Sea blue with orange strobe pistil
66	0	3	26	15	00:03:15		40	ICB	1	V	2	6	Magenta and Lemon Peony
67	0	3	30	0	00:03:00		36	IC7	1	V	2	6	Twitter glitter to red with 8 angles
68	0	3	33	0	00:01:15		0	IFB	1	V	2	6	Silver Willow with aqua dahlia pistils
69	0	3	34	15	00:01:15		0	IF8	1	V	2	6	Purple willow with Lemon & orange dahlia pistil
70	0	3	36	0	00:08:00		0	IFC	1	V	2	6	Silver willow with twice crackling pistil
71	0	3	44	0	00:03:15		37	IED	1	V	2	6	Brocade w/blue Pistil and Red Flowers
72	0	3	47	15	00:02:15		36	IDC	1	V	2	6	Brocade Crown to Cherry Blossom
73	0	3	50	0	00:02:15		0	223	3		1	8	Brocade crown with reports
74	0	3	52	15	00:02:15		36	IDD	1	V	2	6	Brocade Crown to Cherry Blossom
75	0	3	55	0	00:02:15		0	224	3		1	8	Brocade crown with reports
76	0	3	57	15	00:07:15		0	225	3		1	8	Brocade crown with reports
77	0	4	5	0	00:02:00		0	0BD	1	V	2	4	Silver butterfly
78	0	4	7	0	00:02:00		0	0BC	1	V	2	4	Silver Bees
79	0	4	9	0	00:02:00		31	0F6	1	V	2	4	Lemon to orange peony
80	0	4	11	0	00:03:00		31	0F5	1	V	2	4	Lemon peony
81	0	4	14	0	00:04:00		32	10A	1	V	2	4	Brocade crown ring w silver strobing pistil
82	0	4	18	0	00:04:15		31	0FE	1	V	2	4	Red to green ring with time rain pistil
83	0	4	22	15	00:03:15		0	0C4	1	V	2	4	Blue Peony w/silver palm core
84	0	4	26	0	00:02:00		0	0D0	1	V	2	4	Purple peony with gold palm core
85	0	4	28	0	00:02:00		0	0D4	1	V	2	4	Red Peony w/silver palm core
86	0	4	30	0	00:03:15		0	0CC	1	V	2	4	Green Spiderweb
87	0	4	33	15	00:03:15		0	0D1	1	V	2	4	Purple Spiderweb
88	0	4	37	0	00:06:15		0	0C5	1	V	2	4	Blue Spiderweb
89	0	4	43	15	00:03:15		31	112	1	V	2	4	Purple and lemon and orange dahlia
90	0	4	47	0	00:03:15		30	10F	1	V	2	4	Lemon and orange and red green blue dahlia
91	0	4	50	15	00:03:15		0	100	1	V	2	4	Blue dahlia with white glitter pistil
92	0	4	54	0	00:03:15		28	0EC	1	V	2	4	Blue dahlia
93	0	4	57	15	00:00:00		0	0DB	1	V	2	4	Brocade Crown Chrys to Green
94	0	4	57	15	00:03:15		38	220	3		1	8	Brocade crown with eight flowers
95	0	5	1	0	00:03:15		0	0DC	1	V	2	4	Brocade Crown Chrys to Purple
96	0	5	4	15	00:03:15		0	0D9	1	V	2	4	Blue peony with red coconut pistil
97	0	5	8	0	00:03:15		0	0DD	1	V	2	4	Brocade Crown Chrys with Red strobe pistil
98	0	5	11	15	00:03:00		0	011	1		1	4	Brocade crown to blue
99	0	5	14	15	00:04:00		0	01D	1		1	4	Red peony to diadem crown
100	0	5	18	15	00:03:15		34	163	1	V	2	5	Colorful peony to cloud grass
101	0	5	22	0	00:03:15		25	167	1	V	2	5	Golden wave with crackling to purple
102	0	5	25	15	00:03:15		26	16B	1	V	2	5	Saturn
103	0	5	29	0	00:04:00		37	194	1	V	2	5	Green flower wave ring w/Purple pistil
104	0	5	33	0	00:03:00		0	17C	1	V	2	5	Red to Green to Silver peony
105	0	5	36	0	00:03:15		0	174	1	V	2	5	Golden wave to purple to gold
106	0	5	39	15	00:03:15		0	17D	1	V	2	5	Red to Yellow peony
107	0	5	43	0	00:03:00		0	177	1	V	2	5	Purple to green w/silver pistil
108	0	5	46	0	00:03:00		0	089	1		1	6	Cube pattern
109	0	5	49	0	00:03:00		0	08A	1		1	6	Cube pattern
110	0	5	52	0	00:03:00		0	08B	1		1	6	Cube pattern
111	0	5	55	0	00:03:00		35	197	1	V	2	5	Magenta And Twitter Glitter
112	0	5	58	0	00:03:00		31	146	1	V	2	5	Twitter glitter to blue
113	0	6	1	0	00:03:00		34	191	1	V	2	5	Blue and Twitter Glitter
114	0	6	4	0	00:03:15		34	19E	1	V	2	5	Twitter Glitter to Red w/blue pistil
115	0	6	7	15	00:03:15		33	19D	1	V	2	5	Twitter Glitter To Purple w/Green Strobe Pistil
116	0	6	11	0	00:00:00		36	1C4	1	V	2	6	Brocade with blue dahlia pistil
117	0	6	11	0	00:03:15		38	221	3		1	8	Brocade crown with eight flowers
118	0	6	14	15	00:03:15		39	1C0	1	V	2	6	Brocade to red to blue
119	0	6	18	0	00:03:15		0	1D7	1	V	2	6	Orange peony w/sea blue dahlia pistil
120	0	6	21	15	00:03:15		35	1F0	1	V	2	6	Magenta to lemon strobe
121	0	6	25	0	00:03:15		36	1DE	1	V	2	6	Brocade Crown to red strobe
122	0	6	28	15	00:03:15		39	1E4	1	V	2	6	Gold Crown to green glitter
123	0	6	32	0	00:03:00		36	1DF	1	V	2	6	Brocade Crown to red strobe

Script for Chesterfield

Cue	H	M	S	F	Next	Event	Pft	Addr	Post	Angle	Qty	Cal	Effect Description
\-	\-	\-	\-	\-	\-	\-	\-	\-	\-	\-	\-	\-	\-
124	0	6	35	0	00:03:00		39	1E5	1	V	2	6	Gold Crown to green glitter
125	0	6	38	0	00:03:00		0	1D5	1	V	2	6	Green to purple to gold wave
126	0	6	41	0	00:03:00		37	1C3	1	V	2	6	Gold crown with red coconut crossette
127	0	6	44	0	00:02:00		0	1FA	1	V	2	6	Silver Glitter falling leaves with Red to Blue crossette rin
128	0	6	46	0	00:01:00		43	226	3		1	8	Crossette ring with crackling pistils
129	0	6	47	0	00:01:00		43	227	3		1	8	Crossette ring with crackling pistils
130	0	6	48	0	00:06:00		43	228	3		1	8	Crossette ring with crackling pistils
131	0	6	54	0	00:01:00		29	024	1		1	4	Pink and lemon dahlia
132	0	6	55	0	00:01:00		29	119	1	V	2	4	Pink and lemon dahlia
133	0	6	56	0	00:01:00		0	1A8	1	V	2	5	Twitter glitter to red to blue with red strobe pistil
134	0	6	57	0	00:06:00		31	115	1	V	2	4	Pink dahlia
135	0	7	3	0	00:04:00		29	12F	1	V	2	4	Green with whistles
136	0	7	7	0	00:03:15		0	01A	1		1	4	Red Coco Crossette
137	0	7	10	15	00:03:15		0	021	1		1	4	Three atomic rings (red blue gold)
138	0	7	14	0	00:03:15		0	014	1		1	4	Green & orange chrysanthemum
139	0	7	17	15	00:04:15		0	017	1		1	4	Mix color chrysanthemum with strobe pistil
140	0	7	22	0	00:02:15		0	0E6	1	V	2	4	Lemon Pink Ring with Crackling pistil
141	0	7	24	15	00:03:15		0	0E4	1	V	2	4	Green Cycas
142	0	7	28	0	00:03:15		0	0E7	1	V	2	4	Pink Cycas
143	0	7	31	15	00:03:15		0	0E9	1	V	2	4	Purple to Green peony with crackling
144	0	7	35	0	00:03:15		0	0B0	1	V	2	4	Blue & Gold peony
145	0	7	38	15	00:03:15		0	0B5	1	V	2	4	Gold peony w/ blue pistil
146	0	7	42	0	00:03:15		37	123	1	V	2	4	Glittering silver to blue to crackling with crackling pistil
147	0	7	45	15	00:03:15		30	0EF	1	V	2	4	Eight chrysanthemum (Kaleidoscope)
148	0	7	49	0	00:03:15		32	0FB	1	V	2	4	Purple peony with silver palm pistil
149	0	7	52	15	00:03:15		30	111	1	V	2	4	Orange and purple peony w/time rain pistil
150	0	7	56	0	00:01:00		0	0C3	1	V	2	4	Willow to gold
151	0	7	57	0	00:01:00		37	04D	1		1	5	Willow with strobe pistil
152	0	7	58	0	00:00:00		0	106	1	V	2	4	Red glittering willow
153	0	7	58	0	00:01:00		41	233	3		1	8	Glittering willow with pink lemon and light blue pistil
154	0	7	59	0	00:01:00		37	04E	1		1	5	Willow with strobe pistil
155	0	8	0	0	00:01:00		36	09B	1		1	6	Twitter glitter to purple butterfly with green eyes
156	0	8	1	0	00:06:00		0	108	1	V	2	4	Silver glittering willow
157	0	8	7	0	00:03:00		29	0F4	1	V	2	4	Green and purple peony
158	0	8	10	0	00:02:00		0	0C9	1	V	2	4	Green and Blue chrysanthemum
159	0	8	12	0	00:02:00		0	0CB	1	V	2	4	Green peony w/gold palm core
160	0	8	14	0	00:02:00		0	0CE	1	V	2	4	Half purple half green with gold wave ring
161	0	8	16	0	00:04:00		0	0CD	1	V	2	4	Half blue half red with silver crown ring
162	0	8	20	0	00:04:00		0	0CF	1	V	2	4	Half Red gamboge to variegated half white spiderweb
163	0	8	24	0	00:04:00		0	0C0	1	V	2	4	Silver wave to green
164	0	8	28	0	00:04:00		0	0C1	1	V	2	4	Silver wave to silver
165	0	8	32	0	00:02:15		0	0BE	1	V	2	4	Silver crossette
166	0	8	34	15	00:03:15		0	020	1		1	4	Silver willow
167	0	8	38	0	00:03:15		0	010	1		1	4	Blue peony w/ glittering
168	0	8	41	15	00:03:15		0	015	1		1	4	Green chrysanthemum w/ golden palm core
169	0	8	45	0	00:03:15		0	019	1		1	4	Orange peony to crackling
170	0	8	48	15	00:03:15		0	031	1		1	5	Half Golden wave to purple Half Yellow Spiderweb
171	0	8	52	0	00:03:15		0	038	1		1	5	Silver Spiderweb w/green ring
172	0	8	55	15	00:03:15		0	034	1		1	5	Purple Spiderweb w/ purple pistil
173	0	8	59	0	00:03:00		38	152	1	V	2	5	Brocade Crown to Red
174	0	9	2	0	00:03:00		38	153	1	V	2	5	Brocade Crown to silver
175	0	9	5	0	00:04:15		37	151	1	V	2	5	Brocade Crown to Blue
176	0	9	9	15	00:03:15		0	178	1	V	2	5	Red & Silver chrysanthemum
177	0	9	13	0	00:03:15		0	17B	1	V	2	5	Red peony w/gold pistil
178	0	9	16	15	00:02:00		37	186	1	V	2	5	Midnight Snow w/Green Pistil
179	0	9	18	15	00:02:00		34	14D	1	V	2	5	Midnight snow with red strobing pistil
180	0	9	20	15	00:06:00		34	198	1	V	2	5	Midnight Snow with purple pistil
181	0	9	26	15	00:04:00		26	168	1	V	2	5	Green peony with double crackling brocade crown rings
182	0	9	30	15	00:03:15		28	16E	1	V	2	5	Yellow peony to cloud grass with blue pistil
183	0	9	34	0	00:04:00		33	19C	1	V	2	5	Three-time time rain w/Palm Pistil
184	0	9	38	0	00:02:00		47	0A9	1		1	6	Ghost green peony
185	0	9	40	0	00:02:00		50	0AB	1		1	6	Ghost red peony

Cue	H	M	S	F	Next	Event	Pft	Addr	Post	Angle	Qty	Cal	Effect Description
186	0	9	42	0	00:02:00		43	265	3		1	8	Ghost blue peony
187	0	9	44	0	00:02:00		52	0AC	1		1	6	Ghost white peony
188	0	9	46	0	00:05:00		46	271	3		1	8	Ghost yellow peony
189	0	9	51	0	00:01:00		28	132	1	V	2	4	Lemon and purple with artillery
190	0	9	52	0	00:05:00		30	133	1	V	2	4	Orange and green with artillery
191	0	9	57	0	00:05:00		33	148	1	V	2	5	Gold willow to white
192	0	10	2	0	00:02:00		46	120	1	V	2	4	Nishiki kamuro niagara falls
193	0	10	4	0	00:02:00		47	0A4	1		1	6	Golden strobing chrysanthemum to aqua with red psitil
194	0	10	6	0	00:01:15		45	27D	3		1	8	Red and blue Nishiki kamuro with twinkling pistil
195	0	10	7	15	00:01:15		0	27E	3		1	8	Red and blue Nishiki kamuro to red tip with blue pistil
196	0	10	9	0	00:07:00		40	0A0	1		1	6	Kamuro chrysanthemum niagara falls with smiling face
197	0	10	16	0	00:03:00		0	01C	1		1	4	Red gamboge chrysanthemum to strobing
198	0	10	19	0	00:04:00		0	01B	1		1	4	Red gamboge chrysanthemum to purple
199	0	10	23	0	00:03:00		0	01E	1		1	4	Silver crown to purple
200	0	10	26	0	00:02:00		0	016	1		1	4	Green to crackling crossette
201	0	10	28	0	00:02:00		0	023	1		1	4	Yellow peony with blue palm tree core
202	0	10	30	0	00:04:00		0	012	1		1	4	Brocade crown w/ silver strobing pistil
203	0	10	34	0	00:04:00		0	013	1		1	4	Gold rain w/palm core
204	0	10	38	0	00:02:00		0	01F	1		1	4	Silver wave to red
205	0	10	40	0	00:04:00		31	13B	1	V	2	4	Silver whirl with report w/ variegated stars
206	0	10	44	0	00:03:15		32	11C	1	V	2	4	Three color comet shell with pistil assorted
207	0	10	47	15	00:02:00		0	0B7	1	V	2	4	Purple & Gold Chrys
208	0	10	49	15	00:02:00		0	0B4	1	V	2	4	Gold chrys w/ silver ring
209	0	10	51	15	00:04:15		0	0B6	1	V	2	4	Gold strobe
210	0	10	56	0	00:03:00		0	0DA	1	V	2	4	Blue to big crackling rain
211	0	10	59	0	00:03:00		0	0DF	1	V	2	4	Color Dahlia with Silver Strobe
212	0	11	2	0	00:03:00		0	0E1	1	V	2	4	Gold Crown to crackling
213	0	11	5	0	00:02:00		0	0E2	1	V	2	4	Gold Crown to Purple
214	0	11	7	0	00:04:00		0	0C2	1	V	2	4	Strobing Palm Tree
215	0	11	11	0	00:04:00		0	103	1	V	2	4	Brocade wave to blue
216	0	11	15	0	00:04:00		0	109	1	V	2	4	Silver palm with red glitter pistil
217	0	11	19	0	00:03:15		0	104	1	V	2	4	Brocade wave to red
218	0	11	22	15	00:03:00		0	101	1	V	2	4	Blue to red peony
219	0	11	25	15	00:02:00		0	0CA	1	V	2	4	Green moving star
220	0	11	27	15	00:02:00		0	0D6	1	V	2	4	Silver peony with red pistil
221	0	11	29	15	00:04:00		0	0D3	1	V	2	4	Red gamboge chrysanthemum to Yellow
222	0	11	33	15	00:05:15		0	0D2	1	V	2	4	Red gamboge to blue chrys with red spiderweb ring
223	0	11	39	0	00:04:00		35	142	1	V	2	5	Blue peony with brocade pistil and red coconut
224	0	11	43	0	00:00:00		31	144	1	V	2	5	Red chrys to time rain with time rain pistil and coconut
225	0	11	43	0	00:04:00		54	270	3		1	8	Gold waterfall shell of shells
226	0	11	47	0	00:03:15		27	160	1	V	2	5	Blue peony with brocade pistil
227	0	11	50	15	00:04:00		24	165	1	V	2	5	Golden glitter crown with blue pistil
228	0	11	54	15	00:03:00		27	169	1	V	2	5	Orange peony with blue pistil
229	0	11	57	15	00:03:15		33	193	1	V	2	5	Fresh Yellow Crossette
230	0	12	1	0	00:03:15		36	188	1	V	2	5	Peach To Lemon Crossette
231	0	12	4	15	00:03:15		35	183	1	V	2	5	Gold Willow Crossette silver tail
232	0	12	8	0	00:03:15		43	05E	1		1	5	Ghost blue peony
233	0	12	11	15	00:03:15		43	060	1		1	5	Ghost blue peony
234	0	12	15	0	00:03:15		0	049	1		1	5	Heart Pattern
235	0	12	18	15	00:03:15		0	04A	1		1	5	Heart Pattern
236	0	12	22	0	00:00:00		0	1A2	1	V	2	5	Blue with delayed crackle pistil
237	0	12	22	0	00:03:15		33	06D	1		1	6	Red cycas blue dahlia ring with green saturn
238	0	12	22	0	00:00:00		43	273	3		1	8	Kamuro chrysanthemum niagara falls with smiling face
239	0	12	25	15	00:03:15		47	0A5	1		1	6	Golden strobing chrysanthemum to aqua with red psitil
240	0	12	29	0	00:00:00		0	1A3	1	V	2	5	Green glitter willow
241	0	12	29	0	00:03:15		34	079	1		1	6	Jellyfish pattern (mushroom)
242	0	12	29	0	00:00:00		43	274	3		1	8	Kamuro chrysanthemum niagara falls with smiling face
243	0	12	32	15	00:03:15		40	0A1	1		1	6	Kamuro chrysanthemum niagara falls with smiling face
244	0	12	36	0	00:03:15		41	09A	1		1	6	Smiling face pattern
245	0	12	39	15	00:03:15		0	083	1		1	6	Spiderweb with Lemon willow pistil
246	0	12	43	0	00:03:15		0	084	1		1	6	Spiderweb with Lemon willow pistil
247	0	12	46	15	00:03:15		34	07F	1		1	6	Silver crackling crossette

Script for Chesterfield

Cue	H	M	S	F	Next	Event	Pft	Addr	Post	Angle	Qty	Cal	Effect Description
\-	\-	\-	\-	\-	\-	\-	\-	\-	\-	\-	\-	\-	\-
248	0	12	50	0	00:03:15		34	080	1		1	6	Silver crackling crossette
249	0	12	53	15	00:03:15		40	22A	3		1	8	Chrysanthemum with multiple layer pistil
250	0	12	57	0	00:03:15		40	22B	3		1	8	Chrysanthemum with multiple layer pistil
251	0	13	0	15	00:02:00		0	0B2	1	V	2	4	Crackling
252	0	13	2	15	00:04:15		0	0B3	1	V	2	4	Crackling rain willow
253	0	13	7	0	00:02:00		32	0F1	1	V	2	4	Glitter crossette
254	0	13	9	0	00:05:00		0	0B1	1	V	2	4	Color Flower Rain
255	0	13	14	0	00:03:00		30	0FF	1	V	2	4	Yellow wave
256	0	13	17	0	00:03:00		28	0F9	1	V	2	4	Orange wave
257	0	13	20	0	00:03:00		32	0FC	1	V	2	4	Purple wave with green pistil
258	0	13	23	0	00:04:00		0	102	1	V	2	4	Blue wave
259	0	13	27	0	00:03:00		0	0BF	1	V	2	4	Silver crown to green
260	0	13	30	0	00:03:00		0	0B8	1	V	2	4	Purple to crown
261	0	13	33	0	00:03:00		30	10E	1	V	2	4	Gold willow and eight chrys.(Kaleidoscope)
262	0	13	36	0	00:06:00		28	0F2	1	V	2	4	Gold willow
263	0	13	42	0	00:04:00		30	0F0	1	V	2	4	Flower wave to green
264	0	13	46	0	00:03:15		33	10C	1	V	2	4	Flower wave w/red green blue pistil
265	0	13	49	15	00:03:15		0	037	1		1	5	Red Spiderweb
266	0	13	53	0	00:04:00		0	036	1		1	5	Red gamboge to blue chrys w/ Red spiderweb ring
267	0	13	57	0	00:03:00		29	143	1	V	2	5	Blue to brocade palm ring with chrysanthemum pistil
268	0	14	0	0	00:03:00		31	145	1	V	2	5	White wave to red white wave to blue rings
269	0	14	3	0	00:03:00		0	173	1	V	2	5	Golden wave to Green chrysanthemum
270	0	14	6	0	00:03:00		0	171	1	V	2	5	Blue to silver chrysanthemum w/gold palm pistil
271	0	14	9	0	00:05:00		38	154	1	V	2	5	Eight Angle Chrys
272	0	14	14	0	00:03:00		38	1EE	1	V	2	6	Crackle brocade crown with bee pistil
273	0	14	17	0	00:03:00		36	1F1	1	V	2	6	Red chrysanthemum to crackle with twice time rain pistil
274	0	14	20	0	00:04:15		41	075	1		1	6	Chrysanthemum to time rain with time rain and coconut pistil
275	0	14	24	15	00:03:15		0	1F6	1	V	2	6	Gold Willow w/ silver strobe pistil
276	0	14	28	0	00:03:00		43	275	3		1	8	Kamuro chrysanthemum niagara falls with smiling face
277	0	14	31	0	00:02:00		43	276	3		1	8	Kamuro chrysanthemum niagara falls with smiling face
278	0	14	33	0	00:05:15		0	114	1	V	2	4	Half golden wave to purple half yellow spiderweb
279	0	14	38	15	00:03:15		29	135	1	V	2	4	Silver twister
280	0	14	42	0	00:03:15		0	125	1	V	2	4	Half blue and half red with midnight snow ring
281	0	14	45	15	00:04:00		29	136	1	V	2	4	Silver twister
282	0	14	49	15	00:04:15		28	11D	1	V	2	4	Tracer assorted
283	0	14	54	0	00:02:00		0	0EA	1	V	2	4	Silver Coconut with Cherry Blossom pistil
284	0	14	56	0	00:03:15		0	0E8	1	V	2	4	Purple to big crackling rain
285	0	14	59	15	00:03:15		0	0E5	1	V	2	4	Lemon peony with Corolla pistil
286	0	15	3	0	00:03:15		29	131	1	V	2	4	Lemon with whistles
287	0	15	6	15	00:01:00		0	121	1	V	2	4	Green strobe
288	0	15	7	15	00:01:00		0	1BC	1	V	2	5	Green strobe
289	0	15	8	15	00:01:00		0	122	1	V	2	4	Green strobe
290	0	15	9	15	00:01:00		0	1BD	1	V	2	5	Green strobe
291	0	15	10	15	00:01:00		0	127	1	V	2	4	Multicolor strobe
292	0	15	11	15	00:01:00		0	059	1		1	5	Multicolor strobe
293	0	15	12	15	00:01:00		0	128	1	V	2	4	Multicolor strobe
294	0	15	13	15	00:03:15		0	05A	1		1	5	Multicolor strobe
295	0	15	17	0	00:05:00		31	1B0	1	V	2	5	Double heart pattern
296	0	15	22	0	00:04:00		31	1B1	1	V	2	5	Double heart pattern
297	0	15	26	0	00:05:00		39	1C9	1	V	2	6	Chrysanthemum to time rain pistil and coconut pistil
298	0	15	31	0	00:03:15		36	1C2	1	V	2	6	Red chrysanthemum with silver coconut pistil
299	0	15	34	15	00:03:15		0	1A4	1	V	2	5	Blue red green lemon and purple crossettes
300	0	15	38	0	00:03:15		43	1D0	1	V	2	6	Yellow Peony w/red pistil
301	0	15	41	15	00:03:15		42	0AD	1		1	6	Happy face pattern
302	0	15	45	0	00:02:00		0	1D3	1	V	2	6	Grass green w/silver wave to red ring
303	0	15	47	0	00:05:00		36	085	1		1	6	Silver wave ring with red and blue crossette
304	0	15	52	0	00:03:15		29	0FA	1	V	2	4	Pink champagne to violet
305	0	15	55	15	00:03:15		29	0F8	1	V	2	4	Multi color chrysanthemum
306	0	15	59	0	00:03:00		30	0FD	1	V	2	4	Red flower wave ring with yellow pistil
307	0	16	2	0	00:00:00		0	0C7	1	V	2	4	Gold Tremalon Diadem
308	0	16	2	0	00:03:00		51	238	3		1	8	Glittering willow waterfall
309	0	16	5	0	00:02:00		0	0C6	1	V	2	4	Color Flower Rain

Script for Chesterfield

Cue	H	M	S	F	Next	Event	Pft	Addr	Post	Angle	Qty	Cal	Effect Description
1	1	1	1	1	1	1	1	1	1	1	1	1	1
310	0	16	7	0	00:04:00		30	110	1	V	2	4	Midnight snow with red star pistil
311	0	16	11	0	00:04:00		0	107	1	V	2	4	Red crossette
312	0	16	15	0	00:04:00		30	113	1	V	2	4	Red crossette and silver crown
313	0	16	19	0	00:05:00		31	10D	1	V	2	4	Glitter crossette
314	0	16	24	0	00:03:00		0	0D8	1	V	2	4	(Other Dahlia color with silver strobe)
315	0	16	27	0	00:03:15		0	0DE	1	V	2	4	Chrys to big Crackling Rain with Big crackling rain pistil
316	0	16	30	15	00:03:15		0	08C	1		1	6	Cube pattern
317	0	16	34	0	00:03:15		0	02D	1		1	5	Golden wave to blue to gold chrysanthemum
318	0	16	37	15	00:03:15		0	02E	1		1	5	Golden wave to green w/ crackling pistil
319	0	16	41	0	00:03:15		0	033	1		1	5	Purple & Green peony w/ gold palm core
320	0	16	44	15	00:03:15		0	035	1		1	5	Purple to Brocade crown
321	0	16	48	0	00:03:15		31	050	1		1	5	White star pattern
322	0	16	51	15	00:03:15		0	02A	1		1	5	Brocade chrysanthemum to red strobe
323	0	16	55	0	00:03:15		0	039	1		1	5	Silver strobe willow w/ Green strobe pistil
324	0	16	58	15	00:03:15		35	187	1	V	2	5	Multi Color Coconut
325	0	17	2	0	00:03:15		31	14B	1	V	2	5	Chrysanthemum with blue star with crackling pistil
326	0	17	5	15	00:05:00		41	190	1	V	2	5	1/4 Peony w/Crackle Pistil
327	0	17	10	15	00:05:15		36	18C	1	V	2	5	Silver crackle and multicolor flower with big silver crackle
328	0	17	16	0	00:03:15		43	129	1	V	2	4	Reddish gamboge to blue to red
329	0	17	19	15	00:03:15		33	04C	1		1	5	Red chrysanthemum with double pistil (blue and white)
330	0	17	23	0	00:03:15		33	1AC	1	V	2	5	Blue star pattern
331	0	17	26	15	00:03:15		38	1DA	1	V	2	6	Blue peony with fireflower ring
332	0	17	30	0	00:03:15		0	1D1	1	V	2	6	Blue chrys w/ crackling palm pistil
333	0	17	33	15	00:03:15		38	1DB	1	V	2	6	Blue peony with fireflower ring
334	0	17	37	0	00:03:00		0	1D8	1	V	2	6	Red chrys w/ crackling palm pistil
335	0	17	40	0	00:03:00		38	1E2	1	V	2	6	Glitter Crackling Coconut
336	0	17	43	0	00:03:00		0	1D4	1	V	2	6	Green Chrys w/Gold Palm Core
337	0	17	46	0	00:03:15		39	09F	1		1	6	Aqua peony with Brocade ring
338	0	17	49	15	00:03:00		36	1CE	1	V	2	6	Stained Glass w/crackle Pistil
339	0	17	52	15	00:03:00		34	04B	1		1	5	Magnetic white with pistil - assorted
340	0	17	55	15	00:06:00		50	0A8	1		1	6	Golden coconut with multicolor crown flowers
341	0	18	1	15	00:03:00		0	11A	1	V	2	4	Red Coco Crossette
342	0	18	4	15	00:04:00		28	12D	1	V	2	4	Vortex red and blue crossette ring
343	0	18	8	15	00:03:15		34	047	1		1	5	Gold palm tree with gold trunk
344	0	18	12	0	00:03:00		38	1E3	1	V	2	6	Glitter Crackling Coconut
345	0	18	15	0	00:02:00		43	26C	3		1	8	Ghost white peony
346	0	18	17	0	00:03:00		39	15C	1	V	2	5	Silver Flower Wave Coconut with Blue crossette
347	0	18	20	0	00:06:00		34	15D	1	V	2	5	Silver Flower Wave Coconut with Red crossette
348	0	18	26	0	00:03:15		0	170	1	V	2	5	Blue peony with gold palm pistil
349	0	18	29	15	00:03:15		0	172	1	V	2	5	Gold peony w/ blue pistil
350	0	18	33	0	00:03:00		0	17E	1	V	2	5	Variegated chrysanthemum w/gold palm pistil
351	0	18	36	0	00:02:00		36	19A	1	V	2	5	Red Glitter Crossette
352	0	18	38	0	00:02:00		32	14A	1	V	2	5	Blue crossettes
353	0	18	40	0	00:02:00		0	17A	1	V	2	5	Red Gamboge to Purple to Silver chrysanthemum
354	0	18	42	0	00:02:00		37	15E	1	V	2	5	White Strobe with Red Crossette
355	0	18	44	0	00:02:15		0	179	1	V	2	5	Red Gamboge to Green to Blue w/gold strobe pistil
356	0	18	46	15	00:04:00		43	26D	3		1	8	Ghost white peony
357	0	18	50	15	00:03:15		0	117	1	V	2	4	White peony
358	0	18	54	0	00:03:15		0	03A	1		1	5	Red and blue dahlia with silver glitter
359	0	18	57	15	00:03:15		32	14C	1	V	2	5	White dahlia
360	0	19	1	0	00:03:15		34	192	1	V	2	5	Blue to White Wave silver tail
361	0	19	4	15	00:03:15		32	196	1	V	2	5	Lemon to Orange Peony silver tail
362	0	19	8	0	00:02:00		0	1A5	1	V	2	5	Coconut and thunder
363	0	19	10	0	00:06:00		47	0A6	1		1	6	Golden strobing chrysanthemum to aqua with red pistil
364	0	19	16	0	00:04:00		35	181	1	V	2	5	Brocade to Time rain with time rain pistil
365	0	19	20	0	00:05:15		41	076	1		1	6	Chrysanthemum to time rain with time rain and coconut pistil
366	0	19	25	15	00:03:15		0	116	1	V	2	4	Red and blue dahlia with silver glitter
367	0	19	29	0	00:03:00		0	03C	1		1	5	White peony
368	0	19	32	0	00:04:00		43	0A3	1		1	6	Blue to flickering silver peony with red pistil
369	0	19	36	0	00:03:15		42	22C	3		1	8	Four color peony
370	0	19	39	15	00:03:15		34	199	1	V	2	5	Red Glitter Blue Moving Star
371	0	19	43	0	00:03:00		40	23A	3		1	8	Red and blue peony with silver spike pistil

Script for Chesterfield

Cue	H	M	S	F	Next	Event	Pft	Addr	Post	Angle	Qty	Cal	Effect Description
V	V	V	V	V	V	V	V	V	V	V	V	V	V
372	0	19	46	0	00:03:00		36	18D	1	V	2	5	Silver Kamuro Horsetail w/Red Strobe Star
373	0	19	49	0	00:03:00		36	18E	1	V	2	5	Silver time rain willow
374	0	19	52	0	00:05:00		47	0AA	1		1	6	Ghost green peony
375	0	19	57	0	00:03:00		46	272	3		1	8	Ghost yellow peony
376	0	20	0	0	00:02:00		36	055	1		1	5	Lemon magenta light blue orange with white strobe pistil
377	0	20	0	0	00:00:00		0	097	1		1	6	Lemon strobe
378	0	20	2	0	00:02:00		0	025	1		1	4	Lemon strobe
379	0	20	4	0	00:02:00		0	098	1		1	6	Lemon strobe
380	0	20	6	0	00:02:00		0	026	1		1	4	Lemon strobe
381	0	20	8	0	00:07:00		0	099	1		1	6	Lemon strobe
382	0	20	15	0	00:03:00		36	056	1		1	5	Lemon magenta light blue orange with white strobe pistil
383	0	20	18	0	00:03:15		38	240	3		1	8	Color to dark to color assorted
384	0	20	21	15	00:03:15		38	150	1	V	2	5	Aqua peony with corolla pistil
385	0	20	25	0	00:03:15		39	246	3		1	8	Red to white to blue to silver
386	0	20	28	15	00:03:15		29	137	1	V	2	4	Silver twister
387	0	20	32	0	00:03:15		40	044	1		1	5	Chrysanthemum to blue to orange
388	0	20	35	15	00:03:15		40	23B	3		1	8	Red and blue peony with silver spike pistil
389	0	20	39	0	00:03:00		39	155	1	V	2	5	Flower Wave with Grass green pistil
390	0	20	42	0	00:04:00		37	156	1	V	2	5	Gold Wave to purple with aqua double rings with orange strob
391	0	20	46	0	00:03:15		40	09C	1		1	6	Twitter glitter to purple to lemon with green strobe pistil
392	0	20	49	15	00:03:15		40	09D	1		1	6	Twitter glitter to purple to lemon with green strobe pistil
393	0	20	53	0	00:03:15		39	161	1	V	2	5	Brocade crown to white glitter with white glitter pistil
394	0	20	56	15	00:03:15		38	222	3		1	8	Brocade crown with eight flowers
395	0	21	0	0	00:03:15		48	062	1		1	5	Thunder w/blue glitter & heavy report
396	0	21	3	15	00:03:15		43	277	3		1	8	Kamuro chrysanthemum niagara falls with smiling face
397	0	21	7	0	00:03:00		0	1A9	1	V	2	5	Brocade with purple flowers
398	0	21	10	0	00:03:00		0	11F	1	V	2	4	GPS 4in Lagoon lime pumpkin and white flitter
399	0	21	13	0	00:04:15		34	126	1	V	2	4	Kamuro palm tree
400	0	21	17	15	00:03:15		49	26A	3		1	8	Ghost red peony
401	0	21	21	0	00:03:15		27	162	1	V	2	5	Chrys to white glitter
402	0	21	24	15	00:03:15		38	241	3		1	8	Color to dark to color assorted
403	0	21	28	0	00:03:15		29	166	1	V	2	5	Golden wave to colorful
404	0	21	31	15	00:03:15		34	07A	1		1	6	Jellyfish pattern (mushroom)
405	0	21	35	0	00:03:15		38	16A	1	V	2	5	Red to golden glitter crown with yellow pistil
406	0	21	38	15	00:03:15		39	247	3		1	8	Red to white to blue to silver
407	0	21	42	0	00:03:15		28	16C	1	V	2	5	Silver wave to green
408	0	21	45	15	00:03:15		36	0A2	1		1	6	Red Grass green Sky blue and Silver peony
409	0	21	49	0	00:03:15		0	1D2	1	V	2	6	Golden wave to pink w/ Spiderweb ring
410	0	21	52	15	00:03:15		32	118	1	V	2	4	Green and Purple dahlia w/ gold strobe
411	0	21	56	0	00:04:00		52	261	3		1	8	Crackling small flowers with crackling pistils
412	0	22	0	0	00:02:15		36	182	1	V	2	5	Gold Glitter To Green w/Purple Pistil
413	0	22	2	15	00:02:15		34	149	1	V	2	5	Gold glitter to red
414	0	22	5	0	00:05:00		34	184	1	V	2	5	Gold Willow w/Brocade Pistil
415	0	22	10	0	00:03:15		38	07D	1		1	6	Octopus with gold chrys ring
416	0	22	13	15	00:03:15		39	040	1		1	5	Blue saturn with pink and lemon to crackling willow ring
417	0	22	17	0	00:02:00		43	26E	3		1	8	Ghost white peony
418	0	22	19	0	00:05:00		32	147	1	V	2	5	Midnight snow with blue pistil
419	0	22	24	0	00:03:15		0	1A7	1	V	2	5	Silver kamuro with green flowers
420	0	22	27	15	00:02:00		40	11E	1	V	2	4	Blue to flickering silver peony with red pistil
421	0	22	29	15	00:05:00		0	1AB	1	V	2	5	Brocade crown with silver strobing pistil
422	0	22	34	15	00:03:15		39	239	3		1	8	Lemon to pink with sea blue pistils
423	0	22	38	0	00:03:15		35	19B	1	V	2	5	Sea blue peony w/Orange glitter pistil
424	0	22	41	15	00:03:15		38	242	3		1	8	Color to dark to color assorted
425	0	22	45	0	00:03:15		39	15A	1	V	2	5	Purple to silver flying dragon
426	0	22	48	15	00:07:00		45	0AF	1		1	6	Multicolor falling leaves
427	0	22	55	15	00:03:15		29	134	1	V	2	4	Red and blue with whistles
428	0	22	59	0	00:03:15		36	12E	1	V	2	4	Artillery
429	0	23	2	15	00:02:15		43	278	3		1	8	Kamuro chrysanthemum niagara falls with smiling face
430	0	23	5	0	00:04:15		34	185	1	V	2	5	Gold Willow w/Brocade Pistil
431	0	23	9	15	00:03:15		39	248	3		1	8	Red to white to blue to silver
432	0	23	13	0	00:03:15		49	26B	3		1	8	Ghost red peony
433	0	23	16	15	00:03:15		40	045	1		1	5	Chrysanthemum to blue to orange

Script for Chesterfield

Cue	H	M	S	F	Next	Event	Pt	Addr	Post	Angle	Qty	Cal	Effect Description
\-	\-	\-	\-	\-	\-	\-	\-	\-	\-	\-	\-	\-	\-
434	0	23	20	0	00:03:00		36	081	1		1	6	Silver crossette to silver scattering
435	0	23	23	0	00:03:00		34	07E	1		1	6	Rainbow crossette
436	0	23	26	0	00:04:15		35	074	1		1	6	Crossette chrysanthemum assorted
437	0	23	30	15	00:03:15		26	164	1	V	2	5	Crackling brocade crown with red glitter pistil
438	0	23	34	0	00:03:15		40	09E	1		1	6	Twitter glitter to purple to lemon with green strobe pistil
439	0	23	37	15	00:02:00		44	13C	1	V	2	4	Twinkling silver willow
440	0	23	39	15	00:02:00		0	1F4	1	V	2	6	Crackling palm w/ Pink willow shell of shells
441	0	23	41	15	00:06:15		30	16D	1	V	2	5	White cluster-light pistil with brocade to purple ball flowe
442	0	23	48	0	00:03:15		46	267	3		1	8	Golden Silk Chrysanthemum
443	0	23	51	15	00:03:15		40	23C	3		1	8	Red and blue peony with silver spike pistil
444	0	23	55	0	00:03:15		34	046	1		1	5	Green to blue with wave pistil
445	0	23	58	15	00:04:00		0	071	1		1	6	Red gamboge to blue with red spiderweb ring
446	0	24	2	15	00:03:00		42	0AE	1		1	6	Happy face pattern
447	0	24	5	15	00:03:15		37	086	1		1	6	Three times flowers red white and blue
448	0	24	9	0	00:03:15		40	23D	3		1	8	Red and blue peony with silver spike pistil
449	0	24	12	15	00:03:00		43	138	1	V	2	4	Spangled chrys with gold willow pistil & purple ring
450	0	24	15	15	00:03:15		31	1AE	1	V	2	5	Blue bowtie with silver ring
451	0	24	19	0	00:00:00		0	1A6	1	V	2	5	Silver crackle and multicolor flower
452	0	24	19	0	00:04:00		38	243	3		1	8	Color to dark to color assorted
453	0	24	23	0	00:03:15		34	07B	1		1	6	Jellyfish pattern (mushroom)
454	0	24	26	15	00:03:00		39	1EF	1	V	2	6	Dandelion
455	0	24	29	15	00:04:00		36	077	1		1	6	Glitter chrysanthemum
456	0	24	33	15	00:03:15		0	1A0	1	V	2	5	Golden glitter with green pistil
457	0	24	37	0	00:03:15		37	12A	1	V	2	4	Strobing (spangle) chrysanthemum with crackling
458	0	24	40	15	00:03:15		40	06B	1		1	6	Red strobe with blue moving stars
459	0	24	44	0	00:03:15		0	1F9	1	V	2	6	Red peony to crown to glittering
460	0	24	47	15	00:03:15		43	279	3		1	8	Kamuro chrysanthemum niagara falls with smiling face
461	0	24	51	0	00:03:15		39	1F3	1	V	2	6	Silver Kamuro W/purple Flower
462	0	24	54	15	00:03:15		40	24E	3		1	8	Silver spider with orange pistil
463	0	24	58	0	00:03:00		40	12B	1	V	2	4	Variegated kamuro with variegated pistil
464	0	25	1	0	00:02:00		34	029	1		1	4	Crackling nishiki kamuro
465	0	25	3	0	00:02:00		45	0A7	1		1	6	Crackling nishiki kamuro
466	0	25	5	0	00:07:00		34	13D	1	V	2	4	Crackling nishiki kamuro
467	0	25	12	0	00:02:00		0	070	1		1	6	Red and blue dahlia with silver glitter
468	0	25	14	0	00:02:00		0	1F5	1	V	2	6	Crown to glittering
469	0	25	16	0	00:02:00		37	1C8	1	V	2	6	Twitter glitter To blue with red strobe pistil
470	0	25	18	0	00:08:00		38	1CA	1	V	2	6	Flower crown with blue green glitter pistil
471	0	25	26	0	00:03:15		33	1E8	1	V	2	6	Red cypress blue dahlia ring with green saturn
472	0	25	29	15	00:03:15		0	092	1		1	6	Half blue and half red with midnight snow ring
473	0	25	33	0	00:04:00		39	124	1	V	2	4	Golden willow (waterfall)
474	0	25	37	0	00:04:00		35	1AA	1	V	2	5	Color to brocade assorted
475	0	25	41	0	00:03:00		0	1D9	1	V	2	6	Red Gamboge to Red to Blue w/Yellow pistil
476	0	25	44	0	00:03:00		43	26F	3		1	8	Ghost white peony
477	0	25	47	0	00:03:15		39	1F2	1	V	2	6	Silver Chrys w/multi color pistil
478	0	25	50	15	00:03:15		0	08D	1		1	6	Green strobe shell of shells
479	0	25	54	0	00:03:15		49	069	1		1	5	Glittering silver to blue to purple to gold
480	0	25	57	15	00:03:15		39	249	3		1	8	Red to white to blue to silver
481	0	26	1	0	00:03:15		36	1C1	1	V	2	6	Blue to white with red pistil
482	0	26	4	15	00:02:15		38	244	3		1	8	Color to dark to color assorted
483	0	26	7	0	00:04:15		37	1C5	1	V	2	6	Gold glitter chrysanthemum to blue
484	0	26	11	15	00:03:15		38	139	1	V	2	4	Silver wasp and diamond screamer
485	0	26	15	0	00:03:15		40	23E	3		1	8	Red and blue peony with silver spike pistil
486	0	26	18	15	00:03:15		38	1EC	1	V	2	6	Brocade Ring w/Glitter Pistil w/double crackle
487	0	26	22	0	00:03:15		42	042	1		1	5	Crossette ring with crackling pistils
488	0	26	25	15	00:03:15		42	043	1		1	5	Crossette ring with crackling pistils
489	0	26	29	0	00:03:15		35	061	1		1	5	Go-getter assorted colors
490	0	26	32	15	00:03:15		52	262	3		1	8	Crackling small flowers with crackling pistils
491	0	26	36	0	00:03:15		36	1E0	1	V	2	6	Flower Wave with Purple Pistil
492	0	26	39	15	00:03:15		43	27A	3		1	8	Kamuro chrysanthemum niagara falls with smiling face
493	0	26	43	0	00:03:15		0	03B	1		1	5	Red and blue dahlia with silver glitter
494	0	26	46	15	00:02:15		0	078	1		1	6	Green spiderweb with green strobe pistil
495	0	26	49	0	00:04:15		0	1F7	1	V	2	6	Green chrys w/ Crown 7 angle flower

Script for Chesterfield

Cue	H	M	S	F	Next	Event	Pft	Addr	Post	Angle	Qty	Cal	Effect Description
1	1	1	1	1	1	1	1	1	1	1	1	1	1
496	0	26	53	15	00:03:15		39	24A	3		1	8	Red to white to blue to silver
497	0	26	57	0	00:03:15		38	245	3		1	8	Color to dark to color assorted
498	0	27	0	15	00:03:15		39	05D	1		1	5	Orange lime magenta violet w/ white strobe pistil
499	0	27	4	0	00:03:00		34	07C	1		1	6	Jellyfish pattern (mushroom)
500	0	27	7	0	00:03:00		31	13A	1	V	2	4	Silver whirl with report w/ red & blue stars
501	0	27	10	0	00:02:00		36	1E1	1	V	2	6	Flower Wave with Purple Pistil
502	0	27	12	0	00:02:00		46	263	3		1	8	Golden Crown(Dark Willow) Color change to Red Strobe
503	0	27	14	0	00:02:00		0	027	1		1	4	Red strobe
504	0	27	16	0	00:02:00		46	264	3		1	8	Golden Crown(Dark Willow) Color change to Red Strobe
505	0	27	18	0	00:02:00		0	028	1		1	4	Red strobe
506	0	27	20	0	00:02:00		0	057	1		1	5	Lemon strobe
507	0	27	22	0	00:01:00		0	058	1		1	5	Lemon strobe
508	0	27	23	0	00:01:00		0	05B	1		1	5	Multicolor strobe
509	0	27	24	0	00:05:00		0	05C	1		1	5	Multicolor strobe
510	0	27	29	0	00:03:00		39	24B	3		1	8	Red to white to blue to silver
511	0	27	32	0	00:03:15		38	1EB	1	V	2	6	Blue peony with brocade pistil and red coconut pistil
512	0	27	35	15	00:03:00		46	25E	3		1	8	Blue sunflower
513	0	27	38	15	00:04:00		0	1BE	1	V	2	5	Silver tourbillions with report and orange peony ELECTRIC FIRE ONLY
514	0	27	42	15	00:03:15		46	25F	3		1	8	Blue sunflower
515	0	27	46	0	00:03:15		39	041	1		1	5	Blue saturn with pink and lemon to crackling willow ring
516	0	27	49	15	00:03:15		40	23F	3		1	8	Red and blue peony with silver spike pistil
517	0	27	53	0	00:03:15		33	1AD	1	V	2	5	Blue star pattern
518	0	27	56	15	00:03:15		41	27B	3		1	8	Multicolor palm tree with multicolor crown flowers
519	0	28	0	0	00:02:00		36	087	1		1	6	White flashing crackling big willow
520	0	28	2	0	00:02:00		41	27C	3		1	8	Multicolor palm tree with multicolor crown flowers
521	0	28	4	0	00:06:15		36	088	1		1	6	White flashing crackling big willow
522	0	28	10	15	00:03:15		44	24F	3		1	8	Three times brocade crossette
523	0	28	14	0	00:03:15		36	082	1		1	6	Silver crossette to silver scattering
524	0	28	17	15	00:03:15		43	229	3		1	8	Crossette ring with crackling pistils
525	0	28	21	0	00:03:15		36	1FD	1	V	2	6	Silver crossette to silver scattering
526	0	28	24	15	00:03:15		44	250	3		1	8	Three times brocade crossette
527	0	28	28	0	00:06:00		36	1FE	1	V	2	6	Silver crossette to silver scattering
528	0	28	34	0	00:01:00		43	230	3		1	8	Gold flashing crossette with gold flash pist
529	0	28	35	0	00:01:00		45	08F	1		1	6	Golden willow (waterfall)
530	0	28	36	0	00:01:00		43	231	3		1	8	Gold flashing crossette with gold flash pist
531	0	28	37	0	00:01:00		45	090	1		1	6	Golden willow (waterfall)
532	0	28	38	0	00:01:00		43	232	3		1	8	Gold flashing crossette with gold flash pist
533	0	28	39	0	00:08:00		45	091	1		1	6	Golden willow (waterfall)
534	0	28	47	0	00:04:00	start finale	20	202	2		1	4	Red white and blue dahlia finale 8 shot
535	0	28	51	0	00:04:00		20	203	2		1	4	Red white and blue dahlia finale 8 shot
536	0	28	55	0	00:02:00		0	1B2	1	V	2	5	Red white and blue peony
537	0	28	55	0	00:00:00		20	204	2		1	4	Red white and blue dahlia finale 8 shot
538	0	28	57	0	00:02:00		0	1B3	1	V	2	5	Red white and blue peony
539	0	28	59	0	00:02:00		0	1B4	1	V	2	5	Red white and blue peony
540	0	28	59	0	00:00:00		20	205	2		1	4	Red white and blue dahlia finale 8 shot
541	0	29	1	0	00:01:00		0	1B5	1	V	2	5	Red white and blue peony
542	0	29	2	0	00:01:00		20	206	2		1	4	Red white and blue dahlia finale 8 shot
543	0	29	3	0	00:02:00		0	1B6	1	V	2	5	Red white and blue peony
544	0	29	5	0	00:02:00		0	1B7	1	V	2	5	Red white and blue peony
545	0	29	5	0	00:00:00		20	207	2		1	4	Red white and blue dahlia finale 8 shot
546	0	29	7	0	00:01:00		0	1B8	1	V	2	5	Red white and blue peony
547	0	29	8	0	00:00:00		20	208	2		1	4	Red white and blue dahlia finale 8 shot
548	0	29	8	0	00:01:00		0	27F	3		1	8	Red and blue Nishiki kamuro to red tip with blue pistil
549	0	29	9	0	00:01:00		0	1B9	1	V	2	5	Red white and blue peony
550	0	29	10	0	00:01:00		43	24C	3		1	8	Red white and blue peony
551	0	29	11	0	00:01:00		0	1BA	1	V	2	5	Red white and blue peony
552	0	29	11	0	00:00:00		28	210	2		1	4	Peony wth palm pistil finale 8 shot
553	0	29	12	0	00:01:00		43	24D	3		1	8	Red white and blue peony
554	0	29	13	0	00:01:00		0	1BB	1	V	2	5	Red white and blue peony
555	0	29	14	0	00:00:00		28	211	2		1	4	Peony wth palm pistil finale 8 shot
556	0	29	14	0	00:01:00		0	259	3		1	8	CHANSHAN SHELL - Mixed color peony
557	0	29	15	0	00:01:00		0	093	1		1	6	Half blue and half red with midnight snow ring

Script for Chesterfield

Cue	H	M	S	F	Next	Event	Pft	Addr	Post	Angle	Qty	Cal	Effect Description
\-	\-	\-	\-	\-	\-	\-	\-	\-	\-	\-	\-	\-	\-
558	0	29	16	0	00:01:00		0	25A	3		1	8	CHANSCHAN SHELL - Mixed color peony
559	0	29	17	0	00:00:00		0	094	1		1	6	Half blue and half red with midnight snow ring
560	0	29	17	0	00:01:00		28	212	2		1	4	Peony wth palm pistil finale 8 shot
561	0	29	18	0	00:01:00		0	25B	3		1	8	CHANSCHAN SHELL - Mixed color peony
562	0	29	19	0	00:01:00		0	095	1		1	6	Half blue and half red with midnight snow ring
563	0	29	20	0	00:01:00		28	213	2		1	4	Peony wth palm pistil finale 8 shot
564	0	29	20	0	00:00:00		0	25C	3		1	8	CHANSCHAN SHELL - Mixed color peony
565	0	29	21	0	00:01:00		0	096	1		1	6	Half blue and half red with midnight snow ring
566	0	29	22	0	00:01:00		0	25D	3		1	8	CHANSCHAN SHELL - Mixed color peony
567	0	29	23	0	00:01:00		28	214	2	V	2	4	Peony wth palm pistil finale 8 shot
568	0	29	23	0	00:00:00		0	209	2		1	6	Half blue and half red with midnight snow ring
569	0	29	24	0	00:01:00		0	063	1		1	5	Tourbillion with reports with red and blue Stars
570	0	29	25	0	00:01:00		25	20A	2		1	6	CHANSCHAN SHELL - Mixed color peony
571	0	29	25	0	00:00:00		45	251	3		1	8	Variegated peony with gold palm pistil
572	0	29	26	0	00:01:00		0	064	1		1	5	Tourbillion with reports with red and blue Stars
573	0	29	26	0	00:00:00		28	215	2	V	2	4	Peony wth palm pistil finale 8 shot
574	0	29	27	0	00:01:00		25	20B	2		1	6	CHANSCHAN SHELL - Mixed color peony
575	0	29	27	0	00:00:00		45	252	3		1	8	Variegated peony with gold palm pistil
576	0	29	28	0	00:01:00		0	065	1		1	5	Tourbillion with reports with red and blue Stars
577	0	29	29	0	00:00:00		28	216	2	V	2	4	Peony wth palm pistil finale 8 shot
578	0	29	29	0	00:01:00		25	20C	2		1	6	CHANSCHAN SHELL - Mixed color peony
579	0	29	29	0	00:00:00		45	253	3		1	8	Variegated peony with gold palm pistil
580	0	29	30	0	00:01:00		0	066	1		1	5	Tourbillion with reports with red and blue Stars
581	0	29	31	0	00:01:00		25	20D	2		1	6	CHANSCHAN SHELL - Mixed color peony
582	0	29	31	0	00:00:00		45	254	3		1	8	Variegated peony with gold palm pistil
583	0	29	32	0	00:00:00		0	067	1		1	5	Tourbillion with reports with red and blue Stars
584	0	29	32	0	00:00:00		28	217	2	V	2	4	Peony wth palm pistil finale 8 shot
585	0	29	32	0	00:01:00		45	255	3		1	8	Variegated peony with gold palm pistil
586	0	29	33	0	00:00:00		25	20E	2		1	6	CHANSCHAN SHELL - Mixed color peony
587	0	29	33	0	00:01:00		45	256	3		1	8	Variegated peony with gold palm pistil
588	0	29	34	0	00:01:00		0	068	1		1	5	Tourbillion with reports with red and blue Stars
589	0	29	34	0	00:00:00		45	257	3		1	8	Variegated peony with gold palm pistil
590	0	29	35	0	00:03:00		25	20F	2		1	6	CHANSCHAN SHELL - Mixed color peony
591	0	29	35	0	00:00:00		45	258	3		1	8	Variegated peony with gold palm pistil
592	0	29	38	0	00:02:00		31	218	2		1	4	Artillery finale 8 shot
593	0	29	40	0	00:02:00		30	219	2		1	4	Artillery finale 8 shot
594	0	29	42	0	00:02:00		30	21A	2		1	4	Artillery finale 8 shot
595	0	29	44	0	00:02:00		30	21B	2		1	4	Artillery finale 8 shot
596	0	29	46	0	00:02:00		30	21C	2	V	2	4	Artillery finale 8 shot
597	0	29	48	0	00:02:00		30	21D	2	V	2	4	Artillery finale 8 shot
598	0	29	50	0	00:05:00		30	21E	2	V	2	4	Artillery finale 8 shot
599	0	29	55	0	00:00:15		42	051	1		1	5	Kamuro chrysanthemum
600	0	29	55	15	00:00:00		48	1FF	1	V	2	6	Kamuro chrysanthemum
601	0	29	55	15	00:00:15		43	234	3		1	8	Glittering willow
602	0	29	56	0	00:00:15		42	052	1		1	5	Kamuro chrysanthemum
603	0	29	56	15	00:00:15		43	235	3		1	8	Glittering willow
604	0	29	57	0	00:00:00		44	13E	1	V	2	4	Kamuro chrysanthemum
605	0	29	57	0	00:00:15		42	053	1		1	5	Kamuro chrysanthemum
606	0	29	57	15	00:00:15		43	236	3		1	8	Glittering willow
607	0	29	58	0	00:00:15		42	054	1		1	5	Kamuro chrysanthemum
608	0	29	58	15	00:06:15		44	13F	1	V	2	4	Kamuro chrysanthemum
609	0	29	58	15	00:00:00		43	237	3		1	8	Glittering willow
610	0	30	5	0	00:00:00	end show	0	000			0	0	End Chesterfield

FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2017, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, hereinafter referred to as "Seller", and City of Chesterfield, Missouri, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$55,000.00 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of Tuesday, July 4, 2017 at approximately 09:30 pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Firing of Display (check one of the below options):

_____ Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

_____ Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display. If Buyer shoots the display, proof of liability insurance is required as stated in paragraph number five (5), proof of auto insurance (if pyrotechnics will be transported), and proof of worker's compensation insurance coverage is required. Buyer agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

2. Payment. The Buyer shall pay to the Seller (check one of the below options):

_____ the sum of \$27,500.00 as a down payment upon execution of this Agreement. The balance of \$27,500.00 shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½%) per month shall be added to the unpaid balance if the account is not paid in full within fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

_____ \$55,000.00 in full by April 25, 2017 (70 days prior to the event date).
The Buyer will receive the 8% prepayment bonus product in this fireworks display.

_____ \$55,000.00 in full by June 4, 2017 (30 days prior to event date).
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Weather Delay/Cancellation. Buyers intending to postpone a display due to inclement weather should contact J&M Displays as soon as possible to keep postponement fees to a minimum.

The following postponement fees are applicable *only* if the display is re-scheduled in the same calendar year.

- Displays postponed prior to being picked up at the magazine for delivery incur no postponement fee unless there are new costs associated with permit changes or display set-up has occurred prior to product delivery.
- Displays postponed after they are in transit to the shoot site will be charged the full delivery fee.
- Displays postponed after set-up by the shoot team will be charged delivery fee and 1.5 times the shoot fee for hand-fired displays and double the shoot fee for E-fired displays.
- Display set-ups that are allowed to remain on site overnight after a postponement to the following day will incur a fee of eight-percent (8%) of the total display budget. This will cover 24-hour security watch of fireworks and additional labor hours of shoot crew.

Displays cancelled and NOT re-scheduled within the same calendar year will be charged thirty-percent (30%) of the total display budget. This fee will cover all labor associated with order processing, packing & shipping, display set-up if applicable and re-stocking fees.

** Displays cancelled due to circumstances beyond customers control, such as burn bans or other bans issued by the AHJ will be considered on a case by case basis.

4. **Rain Date.** Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of July 5, 2017 or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.

5. **Insurance. (Check one of the below options):**

XXX Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents, and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise from the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

 Buyer agrees to provide, at its expense, general liability insurance coverage with a rating by AM Best of A VIII or higher, in an amount not less than \$5,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Seller a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. Any charge incurred from the insurance provider for additional insurance after insurance application has been sent in, shall be the responsibility of the Buyer. In the event of a claim by Seller, the applicable deductible shall be paid by the Buyer.

The Buyer agrees to hold the Seller harmless and defend Seller from any and all claims brought against the Seller by employees or sponsors of the Buyer for any and all acts of the Buyer relating to the event for which the fireworks is performed.

6. **Buyer agrees to provide:**

- (a) sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) protection of the display area by roping off or similar facility.
- (c) adequate police protection to prevent spectators from entering display area.
- (d) dry, clean sand, if needed, for firing.
- (e) inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light the morning following the display for anything that may have been missed at the night search.
- (f) necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: _____
J & M Displays, Inc.
SELLER

BY: _____
BUYER

Please include the DISPLAY INFORMATION form with this Agreement so your order is processed accurately.

MULTIPLE YEAR AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2017, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business in Yarmouth, Iowa, and qualified to do business in the state of Missouri, hereinafter referred to as Seller, and the City of Chesterfield, Missouri hereinafter referred to as the Buyer. Whereas, the parties agree as follows:

1. Seller is in the business of providing fireworks displays. More specifically, Seller is in the business of providing 1.3G (Class B) fireworks for display.

2. Buyer hereby agrees to purchase all of their 1.3G (Class B) fireworks exclusively from Seller for the next three years (**2017, 2018, and 2019**). In consideration thereof, Seller hereby agrees to provide bonus product to the Buyer in an amount based on the total dollars of fireworks purchased by Buyer for a given year. The Seller will have the final choice of bonus product but said product is to be fireworks of like quality and condition as the 1.3G (Class B) fireworks purchased by Buyer from Seller for the given year. The bonus schedule is as follows:

- **1st year:** Bonus product equaling a dollar value of **15%** of the total fireworks dollar value purchased by Buyer (total dollar value is fireworks only and excludes cost of insurance, shoot fee, taxes, etc.);
- **2nd year:** Bonus product equaling a dollar value of **15%** of the total fireworks dollar value purchased by Buyer (total dollar value is fireworks only and excludes cost of insurance, shoot fee, taxes, etc.);
- **3rd year:** Bonus product equaling a dollar value of **15%** of the total fireworks dollar value purchased by Buyer (total dollar value is fireworks only and excludes cost of insurance, shoot fee, taxes, etc.).

3. In addition to the "bonus product" described above, Buyer will also be entitled for each year of this Agreement to receive 8% of bonus product of like quality and condition as the fireworks purchased by the Buyer for the given year if

Buyer provides an early order (all paperwork and payment for the fireworks display provided to Seller at least 70 days prior to display date). In the event that Seller should increase the amount of its bonus product percentage for "early order" for the years of this exclusive Agreement, Seller agrees to match the increased bonus product percentage for Buyer these given years.

4. In no way is Buyer obligated to purchase 1.3G (Class B) fireworks from Seller for any of the years covered by this Agreement. Rather, Buyer is only obligated to purchase 1.3G (Class B) fireworks from Seller should Buyer opt, at Buyer's sole discretion, to have a fireworks display at its events for the years in question.

5. Extension: The final year of the Multiple Year Agreement the Buyer will have the option to extend the Multiple Year Agreement for an additional three years if both parties mutually agree and a Multiple Year Agreement Extension is completed and signed.

6. Termination: This Agreement will expire three (3) years from its execution. The Buyer may, at its sole discretion, terminate this Agreement within 30 days after their fireworks display date. If Agreement is not terminated within the 30-day deadline, this Agreement will be in full force and effect for the following year.

J & M DISPLAYS, INC.

Seller

Buyer

Date

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:	
	PHONE (A/C No. Ext): 216-658-7100	FAX (A/C No.): 216-658-7101
INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Everest Indemnity Insurance Co.	NAIC # 10851
	INSURER B: Everest National Insurance Company	10120
	INSURER C: Maxum Indemnity Company	26743
	INSURER D: Axis Surplus Insurance Company	26620
	INSURER E: Continental Indemnity Company	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1129950975**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC			SI8ML00060-171	1/15/2017	1/15/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			SI8CA00033-171	1/15/2017	1/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			EXC6028118-02	1/15/2017	1/15/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	73-620617-01-01 MASTER	3/15/2016	3/15/2017	WC STATUTORY LIMITS ☒ OTH-ER USL&H Included E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Excess Liability			EAU791767	1/15/2017	1/15/2018	Each Occurrence \$4,000,000 Aggregate \$4,000,000 Total Excess Limits \$9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

CERTIFICATE HOLDER**CANCELLATION**J & M Displays, Inc.
18064 170th Avenue
Yarmouth IA 52660

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Suggested Safety Plan

GENERAL REQUIREMENTS

The potential fallout area shall be a large, clear open area acceptable to the authority having jurisdiction.

Spectators, vehicles, or any other readily combustible materials shall not be located within the potential landing area during the display.

The sponsor of the display shall consult with the authority having jurisdiction to determine the level of the fire protection required.

Monitors whose sole duty shall be the enforcement of crowd control shall be located around the display area by the sponsor. The authority having jurisdiction shall determine the number of monitors needed and their placement.

Where practical, fences and rope barriers shall be used to aid in crowd control.

Monitors shall be located around the discharge site to prevent spectators or any other unauthorized persons from entering the discharge site. The discharge site shall be so restricted throughout the display and until the discharge site has been inspected after the display.

If, in the opinion of the authority having jurisdiction or the display operator, crowd control should pose a danger, the display shall be immediately discontinued until such time as the situation is corrected.

If, at any time, high winds or unusually wet weather prevail, such that in the opinion of either the authority having jurisdiction or the display operator, a definite danger exists, the public display shall be postponed until acceptable weather conditions prevail.

Light snow or mist need not cause cancellation of the display; however, all materials used in the display shall be protected from the weather by suitable means until immediately prior to use.

The intent of this entire section is to provide minimum clearances upon which the authority having jurisdiction may base his approval of the display site. Where unusual conditions exist, the authority having jurisdiction may increase the minimum clearances, as he deems necessary.

The authority having jurisdiction should be consulted well enough in advance, so that the required fire protection may be arranged. Fire protection may include portable fire extinguishers for the discharge area and stand by fire apparatus for protection down range.

Fireworks Display Checklist

(This list is not all-inclusive, but covers the main areas.)

There should be an inspection of the display site with the display operator, preferably accompanied by the sponsor, well before the date of the display. At that time, there should be a review of at least those points raised below. On the day of the display, a final check must be made to insure that all requirements have been met.

General Requirements

___ Display site radius must be at least 70 feet for every inch of largest mortar ID, and this area must be clear of all spectators and vehicles during the display.

___ Vertically placed mortars are to be placed near the center of the discharge site, but are only allowed if there will be no reloading during that portion of the display.

___ There must be no overhead obstructions in the immediate area of the mortars.

___ Mortars must be securely held in place by burial to at least 3/4 their length or above ground in strong racks.

___ When mortars will be reloaded during a display, mortars of the same size must be in groups and the groups separated from one another.

___ Mortars must be of sufficient strength, length and durability to cause shells to be propelled to safe altitudes.

___ When the display crew will be in the immediate area of the mortars when fired, sandbags (or other suitable protection) shall be placed against the mortars to the approximate level of their muzzle.

___ Racks used to hold mortars containing chain-fused shells must be very strong and well braced. (See NFPA Exceptions.)

___ If mortars are to be reloaded during the display, shells must be stored in proper containers and kept at least 25 feet upwind of the mortars.

___ Before the display, fireworks must be properly transported and stored.

___ After delivery to the display site, fireworks must never be left unattended and must be protected from theft or damage.

___ There must be no smoking within 50 feet of any fireworks or pyrotechnic materials.

___ Fireworks must be inspected for damage and proper fit in the mortars before their use.

___ Salute shells larger than 4 inches should not be used.

___ Ground displays must be at least 75 feet from spectators and items that are more powerful must be at least 125 feet away.

___ There must be adequate fire protection provided on site.

___ There must be an adequate number of crowd control monitors and crowd control must be maintained until the display site has been searched for dud shells and other dangerous debris.

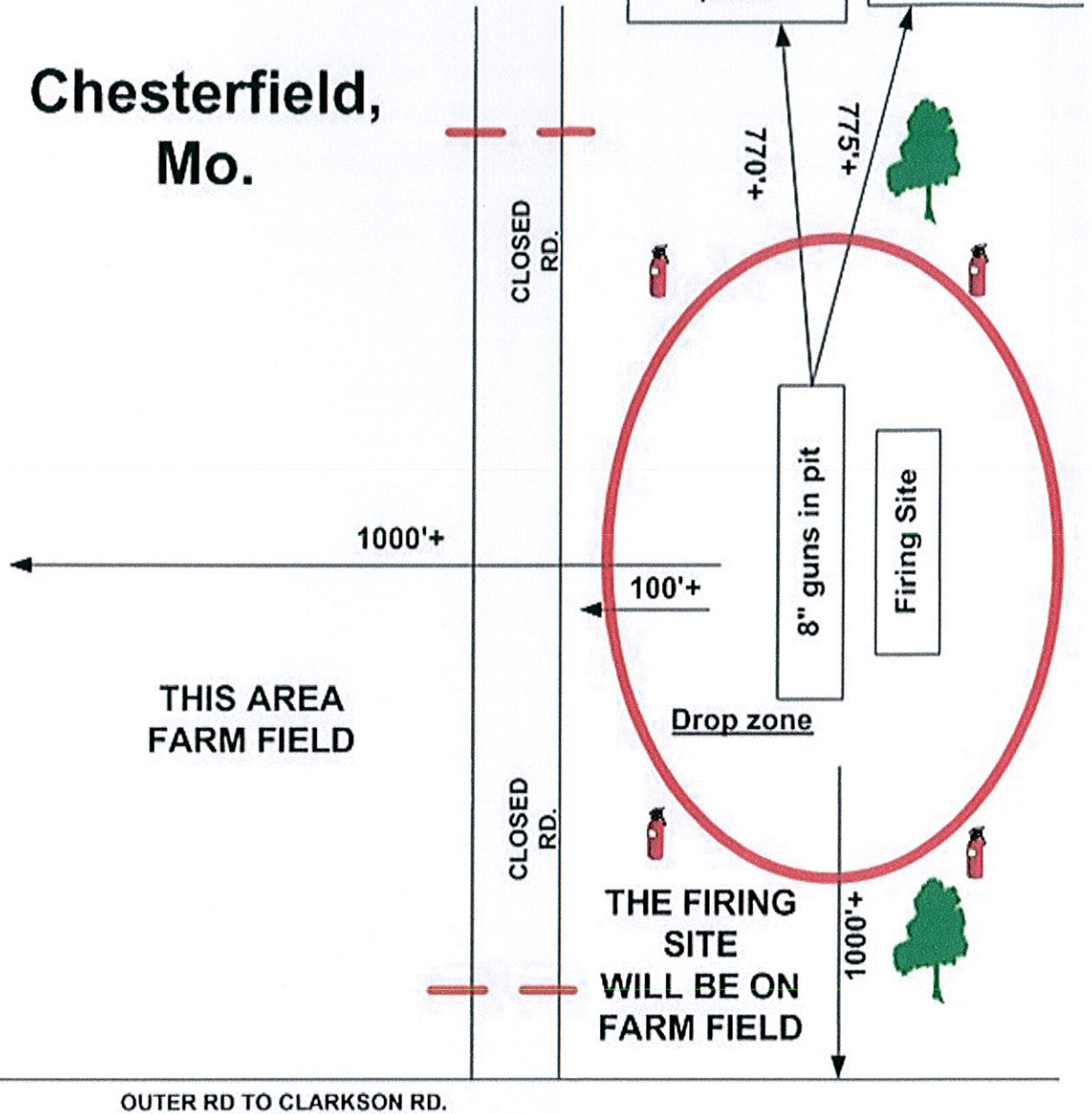
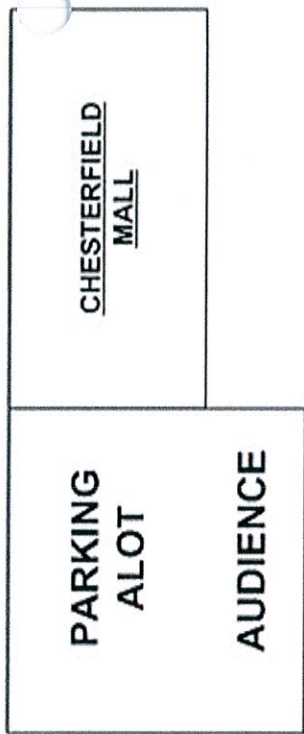
___ When practical, fences or rope barriers should be used to aid crowd control.

___ The display operator must be knowledgeable and experienced concerning the safe conduct of firework displays.

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- ___ During the display, the operator may participate, but safety must be his primary concern.
- ___ The operator is responsible to ensure that a sufficient number of assistants are on the display crew and that they are properly trained.
- ___ A member of the display crew must observe if shells or dangerous debris are falling into or toward spectator areas or if crowd control has been lost.
- ___ Following the display, all dud shells and components must be located and removed. A second search, at first light on the day after the display, is necessary and in some states mandatory.

Chesterfield, Mo.



SAFETY PLAN

Closed Rd. area
during the show
time



Missouri Division of Fire Safety
Fireworks Unit
P.O. Box 844
Jefferson City, MO 65102

Fireworks Display Operator License

Outdoor Fireworks (NFPA Standard 1123)

Dear Operator

You have been approved as a Fireworks Display Operator by the Missouri State Fire Marshal. Receipt of this license verify's that the holder meets the necessary qualifications as defined in Missouri State Statute 320.126 RSMo., the Code of State Regulation 11 CSR 40-3.010 and NFPA Standard 1123.

For your convenience a wallet size license is also enclosed. When conducting a display one of these documents is required to be carried with you and presented upon request.

If you have any questions please contact this office at (573) 751-2930 or e-mail firesafe@dfs.dps.mo.gov.



Missouri Department of Public Safety
Missouri Division of Fire Safety
PO Box 844 * Jefferson City, MO 65102

Licensed Fireworks Display Operator

Performs duties as a Fireworks Display Operator as authorized by the Missouri State Fire Marshal, 320.126 RSMo, 11 CSR 40-3.010 and NFPA 1123.

Name: Jeremy E. Quisenberry

License Number: 1974

Expires: 7/27/2018

Acting State Fire Marshal

A handwritten signature in black ink, likely of the Acting State Fire Marshal, is written over the printed name.



Missouri Division of Fire Safety
Fireworks Unit
P.O. Box 844
Jefferson City, MO 65102

Fireworks Display Operator License

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For your convenience a wallet size license is also enclosed. When conducting a display one of these documents is required to be carried with you and presented upon request.

If you have any questions please contact this office at (573) 751-2930 or e-mail firesafe@dfs.dps.mo.gov.

	Missouri Department of Public Safety Missouri Division of Fire Safety PO Box 844 * Jefferson City, MO 65102
Licensed Fireworks Display Operator	
Performs duties as a Fireworks Display Operator as authorized by the Missouri State Fire Marshal 320.126 RSMo, 11 CSR 40-3.010 and NFPA 1123.	
Name:	Michael J. Baker
License Number:	36
Expires:	10/21/2019
Acting State Fire Marshal:	



U.S. Department
of Transportation
**Federal Motor
Carrier Safety
Administration**

1200 New Jersey Ave., S.E.
Washington, DC 20590
January 22, 2016

In reply refer to:
USDOT Number: 377461

JAMES J. OETKEN
CEO
J & M DISPLAYS INC
18064 170TH AVENUE
YARMOUTH, IA 52660

HAZARDOUS MATERIALS SAFETY PERMIT
HM Safety Permit ID: US-377461-IA-HMSP
Effective Date: January 22, 2016

Dear JAMES J. OETKEN:

The Hazardous Materials Safety Permit (HMSP) is verification of the motor carrier's permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

This HMSP will be effective beginning January 22, 2016 and remain effective through January 31, 2018 if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public (49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations). Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of this authority.

Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a Department of Transportation safety fitness rating less than "Satisfactory" or by other indicators, could result in a proceeding requiring the holder of this permit to show cause as to why this authority should not be suspended or revoked.

For questions regarding this document you may contact the FMCSA Hazardous Materials Division at 202-366-6121.

Sincerely,

Joseph P. DeLorenzo
Director, Office of Enforcement and Compliance

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability
under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to J & M Displays, Inc. of Iowa
(Motor Carrier name) (Motor Carrier state or province)

Dated at 11:00 am on this 18th day of January, 2016

Amending Policy Number: SI8CA00033-161 Effective Date: January 15, 2016

Name of Insurance Company: Everest National Insurance Company

Countersigned by:

David A. Davis
(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000.00 for each accident.
☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: (317) 853-7250

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

(continued on next page)

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

SCHEDULE OF LIMITS — PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (in interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.



U.S. Department
of Transportation
Federal Motor Carrier
Safety Administration

**ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

Form Approved:
OMB No.: 2128-0008

Issued to J & M Displays, Inc. of Yarmouth, IA
Dated at Cleveland, OH this 19th day of January, 20 16
Amending Policy No. EXC6028118-01 Effective Date 1/15/2016
Name of Insurance Company Maxum Indemnity Ins. Co.

Countersigned by Randi A. [Signature]
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "[X]" for the limits shown:

- ☐ This insurance is primary and the company shall not be liable for amounts in excess of \$ _____ for each accident.
- ☒ This insurance is excess and the company shall not be liable for amounts in excess of \$ 5,000,000 for each accident in excess of the underlying limit of \$ 1,000,000 for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 216-658-7878

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of those.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the

limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.
Form MCS-90 (4/2000)

SCHEDULE OF LIMITS—PUBLIC LIABILITY

Type of carriage	Commodity transported	Jan. 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous).....	\$ 750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,600 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 48 CFR 173.403	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (in interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 48 CFR 173.403.	\$5,000,000

MISSOURI DIVISION OF FIRE SAFETY

2017 FIREWORKS PERMIT

Distributor

COMPANY NUMBER: 3463

FEE: \$775.00

EXPIRATION DATE: 12/31/2017

**J & M Displays, Inc.
18064 170th Avenue
Yarmouth, IA 52660**

**MUST BE DISPLAYED WHEN PURCHASING OR SELLING FIREWORKS IN THE
STATE OF MISSOURI AS DEFINED BY STATE STATUTE 320.126 RSMo, AND CODE
OF STATE REGULATIONS 11 CSR 40-3.010.**

Lane J. Roberts

DIRECTOR OF PUBLIC SAFETY

Greg Carrell

ACTING STATE FIRE MARSHAL

LICENSE NOT TRANSFERABLE

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

11-00000000-00000-00000-00000-00000-00000

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF ATF - Chief, FELC
Correspondence To 244 Needy Road
Martinsburg, WV 25405-9431

License/Permit
Number

5-1A-057-50-8K-00054

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

October 1, 2018

Name
J & M DISPLAYS INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

18064 170TH AVE
YARMOUTH, IA 52660-9772

Type of License or Permit

50-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

J & M DISPLAYS INC
18064 170TH AVE
YARMOUTH, IA 52660-9772

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

Previous Edition is Obsolete

J & M DISPLAYS INC 18064 170TH AVE 52660-9772 5-1A-057-50-8K-00054 (04/04/11), 2018-50-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14-5400.15 Part 1
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: J & M DISPLAYS INC

Business Name:

License/Permit Number: 5-1A-057-50-8K-00054

License/Permit Type: 50-MANUFACTURER OF EXPLOSIVES

Expiration: October 1, 2018

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

MEMORANDUM

Date/ February 28, 2017

To/ Mike Geisel, City Administrator

From/ Kari Johnson, Superintendent of Recreation

Subject/Family Aquatic Center Management and Maintenance



The Parks, Recreation and Arts Department solicited proposals from aquatic firms for services related to the management and maintenance operations of the Family Aquatic Center; including management fees; not-to-exceed salaries; and cashiers and maintenance fees including opening and closing the facility daily, chemicals, cleaning, beginning of season prep and end of season closing. However, they do not represent program costs (Swim Team Coaches, Swim Lesson Instructors or Rentals), as these costs are determined by actual number hours incurred (This represents approximately \$21,000). Three firms submitted bids to the Parks, Recreation and Arts Department for said services.

<u>Management Company</u>	<u>Management /Maintenance Fee</u>	<u>Salary Fee</u>	<u>Total</u>
Lifeguards Unlimited	\$58,600	\$189,000	\$247,600
Midwest Pool Management	\$77,150	\$187,316	\$264,466
USA Pools	\$140,740	\$266,870	\$407,610

After great review of the three bids, staff recommends Lifeguards Unlimited for the Management and Maintenance Operations of the Family Aquatic Center.

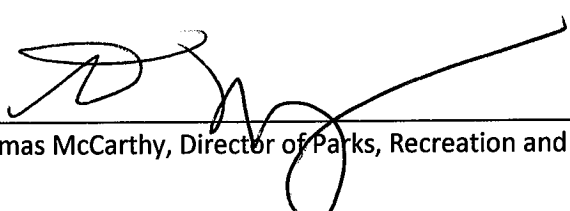
Accordingly, staff recommends Lifeguards Unlimited for the professional services related to the management and maintenance operations in an amount not to exceed \$247,600. (\$58,600 management/maintenance fee, an amount not to exceed \$189,000 annually for managers/lifeguards/cashiers/janitor etc.), and approximately \$21,000 annually for programs and rentals). Staff is excited about initiating the contract, and feels very comfortable that this firm can meet our performance expectations.

As you are aware, such services are budgeted in the 2017 Parks, Recreation and Arts Operations budget in the amount of \$340,000 within the 119-084-5251 account for the contractual services related to the Family Aquatic Center.

Please forward to Council for approval at your earliest convenience

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

Concurrence:


Thomas McCarthy, Director of Parks, Recreation and Arts

DATE: February 27, 2017

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

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



RE: 2017 Selective Slab Replacement Project A

The Department of Public Works publicly opened bids for the 2017 Selective Slab Replacement Project A on February 21, 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, J.M. Marschuetz Construction Company, in the amount of \$1,100,000. This figure includes the bid amount (\$1,001,927.50) and a ten percent contingency to account for any change orders which may become necessary during the project. J.M. Marschuetz Construction Company has successfully performed street replacement work in the City of Chesterfield in the past and is positively recommended by City Staff.

The streets included as part of this project are detailed on the last page of the attachment. This project is budgeted within Account 120-079-5490. Should you have questions or require additional information on this project, please let me know.

Concurrence:

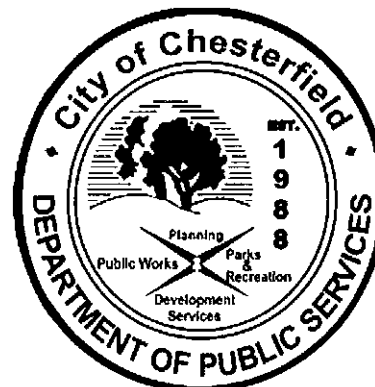
Craig White

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 J.M. Marschuetz Construction Company in the amount of \$1,100,000.

MEMORANDUM



DATE: February 24, 2015
TO: Jim Eckrich, Public Works Director
FROM: Mark Wilson, Project Manager
SUBJECT: 2017 Selective Slab Replacement Project, Area A - 2017-PW-03A

As you are aware, we opened bids for the above referenced project Tuesday, February 21, 2017. Four bids were received:

<u>Contractor</u>	<u>Total Bid</u>
J.M. Marschuetz Construction Co.	\$1,001,927.50
Amcon Municipal Concrete	\$1,061,603.22
E. Meier	\$1,070,716.75
Milstone Weber	\$1,233,202.25

The low bidder, J.M. Marschuetz has successfully performed street replacement work in the past in the City of Chesterfield.

Accordingly, I recommend acceptance of the bid of \$1,001,927.50 submitted by J.M. Marschuetz Construction Co. and request authorization of work up to the amount of \$1,100,000.00 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. The list of streets scheduled for work under this project is attached. Should you require additional information, please advise.



BID TABULATION
2017 SELECTIVE SLAB REPLACEMENT PROJECT
2017-PW-03 A
February 21, 2017

ITEM #	DESCRIPTION	UNIT	QUANTITY	Project Estimate		JM Marschuetz		Amcon Municipal Concrete		E.Meier Contracting		Millstone Weber	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	17,075	\$51.00	\$870,825.00	\$45.25	\$772,643.75	\$47.63	\$813,282.25	\$7.25	\$806,793.75	\$40.00	\$683,000.00
2	JOINT SEALANT	Sq. Yd.	17,075	\$2.00	\$34,150.00	\$1.60	\$27,320.00	\$1.70	\$29,027.50	\$1.75	\$29,881.25	\$2.00	\$34,150.00
3	4" ROLLED STONE BASE	Sq. Yd.	17,075	\$4.80	\$81,960.00	\$4.35	\$74,276.25	\$4.25	\$72,568.75	\$5.00	\$85,375.00	\$7.50	\$128,062.50
4	UNDERGRADING	Cu. Ft.	575	\$1.00	\$575.00	\$0.50	\$287.50	\$0.25	\$143.75	\$2.25	\$1,283.75	\$4.00	\$2,300.00
5	GEOTEXTILE FABRIC	Sq. Yd.	17,075	\$1.25	\$21,343.75	\$1.00	\$17,075.00	\$1.00	\$17,075.00	\$1.00	\$17,075.00	\$0.75	\$12,464.75
6	STRUCTURAL GEOGRID	Sq. Yd.	475	\$1.00	\$475.00	\$0.50	\$237.50	\$0.01	\$4.75	\$2.00	\$950.00	\$5.00	\$2,375.00
7	SEEDING & MULCHING	Sq. Yd.	522	\$1.00	\$521.83	\$1.00	\$522.00	\$0.01	\$5.22	\$2.75	\$1,435.50	\$1.00	\$522.00
8	TRAFFIC CONTROL	L.S.	1	\$20,000.00	\$20,000.00	\$12,000.00	\$12,000.00	\$42,000.00	\$42,000.00	\$17,000.00	\$17,000.00	\$242,880.00	\$242,880.00
9	PAVED APPROACHES	Sq. Yd.	966	\$50.00	\$57,960.00	\$55.00	\$53,130.00	\$45.00	\$43,470.00	\$67.50	\$65,205.00	\$70.00	\$67,620.00
10	SAWCUTTING	Lin. Ft.	405	\$2.75	\$1,113.75	\$2.50	\$1,012.50	\$3.00	\$1,215.00	\$2.90	\$1,174.50	\$4.00	\$1,620.00
11	PAVEMENT LUGS	Each	1	\$2,000.00	\$2,000.00	\$50.00	\$50.00	\$50.00	\$50.00	\$1,500.00	\$1,500.00	\$3,700.00	\$3,700.00
12	UNDERDRAINS	Lin. Ft.	352	\$17.00	\$5,984.00	\$15.00	\$5,280.00	\$16.50	\$5,808.00	\$15.50	\$5,456.00	\$45.00	\$15,840.00
13.0	SIDEWALKS	Sq. Ft.	1	\$6.50	\$6.50	\$7.00	\$7.00	\$15.00	\$15.00	\$7.00	\$7.00	\$170.00	\$170.00
13.1	DETECTABLE WARNING SURFACE	Each	1	\$425.00	\$425.00	\$350.00	\$350.00	\$250.00	\$250.00	\$375.00	\$375.00	\$200.00	\$200.00
14	REPLACE INLET SILL	Each	10	\$450.00	\$4,500.00	\$400.00	\$4,000.00	\$400.00	\$4,000.00	\$450.00	\$4,500.00	\$750.00	\$7,500.00
15	ADJUSTMENT OF INLET SILL	Each	7	\$400.00	\$2,800.00	\$350.00	\$2,450.00	\$350.00	\$2,450.00	\$500.00	\$3,500.00	\$220.00	\$1,540.00
16	DRILLING AND DOWELING	Each	350	\$12.00	\$4,200.00	\$12.00	\$4,200.00	\$8.00	\$2,800.00	\$10.00	\$3,500.00	\$20.00	\$7,000.00
17	A2 JOINTS	Lin. Ft.	418	\$16.50	\$6,897.00	\$15.00	\$6,270.00	\$16.00	\$6,688.00	\$15.00	\$6,270.00	\$6.00	\$2,508.00
18	SILT FENCE	Lin. Ft.	200	\$1.50	\$300.00	\$1.00	\$200.00	\$1.00	\$200.00	\$3.00	\$600.00	\$3.00	\$600.00
19	INLET PROTECTION	Each	11	\$125.00	\$1,375.00	\$56.00	\$616.00	\$50.00	\$550.00	\$75.00	\$825.00	\$150.00	\$1,650.00
20	GRATED TROUGH REPLACEMENT	Each	1	\$22,000.00	\$22,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00	\$17,500.00	\$17,500.00
	BID FORM TOTAL				\$1,139,411.83		\$1,001,927.50		\$1,061,603.22		\$1,070,716.75		\$1,233,202.25

EXHIBIT A

BID FORM

BID TIME: 10:00 a.m.

BID DATE: Tuesday, February 21, 2017

TO: THE CITY OF CHESTERFIELD

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

2017 Selective Slab Replacement
2017-PW-03 A

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

The City is requesting unit price proposals for this work, consisting of the removal and reconstruction of approximately 17,000 square yards of concrete pavement, property restoration and other necessary appurtenances.

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

Bid submitted by:Company Name: J.M. Marschuetz ConstructionAddress: 15 Truitt DR.City, State: Eureka, MOPhone number: 636-938-3600 Fax: 636-938-7411E-mail address: toddemarschuetz.com

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

Officer: Todd WallTitle: Vice PresidentSignature: Todd WallDate: 2/20/17

**ITEMIZED BID
CITY OF CHESTERFIELD
2017 SELECTIVE SLAB REPLACEMENT PROJECT
2017-PW-03 A**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	17,075	<u>45.25</u>	<u>772,643.75</u>
2	JOINT SEALANT	Sq. Yd.	17,075	<u>1.60</u>	<u>27,320.00</u>
3	4" ROLLED STONE BASE	Sq. Yd.	17,075	<u>4.35</u>	<u>74,276.25</u>
4	UNDERGRADING	Cu. Ft.	575	<u>0.50</u>	<u>287.50</u>
5	GEOTEXTILE FABRIC	Sq. Yd.	17,075	<u>1.00</u>	<u>17,075.00</u>
6	STRUCTURAL GEOGRID	Sq. Yd.	475	<u>0.50</u>	<u>237.50</u>
7	SEEDING & MULCHING	Sq. Yd.	522	<u>1.00</u>	<u>522.00</u>
8	TRAFFIC CONTROL	L.S.	1	<u>12,000.00</u>	<u>12,000.00</u>
9	PAVED APPROACHES	Sq. Yd.	966	<u>55.00</u>	<u>53,130.00</u>
10	SAWCUTTING	Lin. Ft.	405	<u>2.50</u>	<u>1,012.50</u>
11	PAVEMENT LUGS	Each	1	<u>50.00</u>	<u>50.00</u>
12	UNDERDRAINS	Lin. Ft.	352	<u>15.00</u>	<u>5,280.00</u>
13.0	SIDEWALKS	Sq. Ft.	1	<u>7.00</u>	<u>7.00</u>
13.1	DETECTABLE WARNING SURFACE	Each	1	<u>350.00</u>	<u>350.00</u>
14	REPLACE INLET SILL	Each	10	<u>400.00</u>	<u>4,000.00</u>
15	ADJUSTMENT OF INLET SILL	Each	7	<u>350.00</u>	<u>2,450.00</u>
16	DRILLING AND DOWELING	Each	350	<u>12.00</u>	<u>4,200.00</u>
17	A2 JOINTS	Lin. Ft.	418	<u>15.00</u>	<u>6,270.00</u>
18	SILT FENCE	Lin. Ft.	200	<u>1.00</u>	<u>200.00</u>
19	INLET PROTECTION	Each	11	<u>56.00</u>	<u>616.00</u>
20	GRATED TROUGH REPLACEMENT	Each	1	<u>20,000.00</u>	<u>20,000.00</u>

TOTAL BID

\$ 1,001,927.50

2017 SELECTIVE SLAB REPLACEMENT PROJECT

2017-PW-03 A

Street	From	To	Subdivision	Comments
Shady Valley Drive	#98	#100	River Bend Estates	
Ridge Crest Drive	#13	#18	River Bend Estates	
Kaywin Court	232	Cul-de-sac	Windemere Place	
Cedar Bridge Road	13460	Ladue Farms Road	Ladue Farm Estates	Trench Grate Included
Cedar Bridge Court	Cedar Bridge Road	Cul-de-sac	Ladue Farm Estates	
Scenic Woods Court	Cedar Bridge Road	Cul-de-sac	Ladue Farm Estates	
Joyceridge Court	Joyceridge Drive	Cul-de-sac	Stonebriar	
Wharton Way Court	New Holland Drive	Cul-de-sac	Villas at Ladue Bluffs	



DATE: February 27, 2017

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

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

RE: 2017 Selective Slab Replacement Project B

The Department of Public Works publicly opened bids for the 2017 Selective Slab Replacement Project B on February 23, 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, E. Meier Contracting, in the amount of \$900,000. This figure includes the bid amount (\$778,533.75) and a contingency to account for any change orders which may become necessary during the project. E. Meier Contracting has successfully performed work in the City of Chesterfield in the past, and has performed comparable projects of this scope and size for other municipalities with positive references.

The streets included as part of this project are detailed on the last page of the attachment. This project is budgeted within Account 120-079-5490. Should you have questions or require additional information on this project, please let me know.

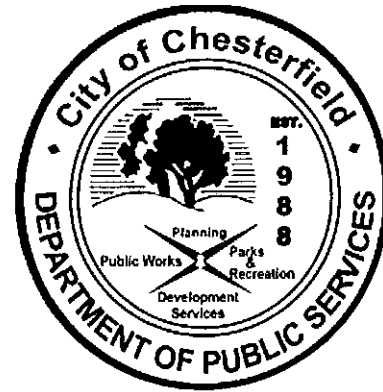
Concurrence:


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 E. Meier Contracting in the amount of \$900,000.

MEMORANDUM



DATE: February 24, 2015
TO: Jim Eckrich, Public Works Director
FROM: Mark Wilson, Project Manager
SUBJECT: 2017 Selective Slab Replacement Project, Area B - 2017-PW-03B

As you are aware, we opened bids for the above referenced project yesterday, Thursday, February 23, 2017. Three bids were received:

<u>Contractor</u>	<u>Total Bid</u>
E. Meier Contracting	\$778,533.75
Amcon Municipal Concrete	\$781,966.95
J.M. Marschuetz Construction Co.	\$802,836.50

The low bidder, E. Meier Contracting has performed street replacement work of this size in the past for another municipality.

Accordingly, I recommend acceptance of the bid of \$778,553.75 submitted by E. Meier Contracting and request authorization of work up to the amount of \$900,000.00 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. The list of streets scheduled for work under this project is attached. Should you require additional information, please advise.



BID TABULATION
2017 SELECTIVE SLAB REPLACEMENT PROJECT
2017-PW-03 B
February 23, 2017

ITEM #	DESCRIPTION	UNIT	QUANTITY	Project Estimate		E. Meier Contracting		Anton Municipal Concrete		J.M. Marschuetz	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	12,810	\$51.00	\$653,310.00	\$45.00	\$576,450.00	\$46.60	\$596,946.00	\$47.00	\$602,070.00
2	JOINT SEALANT	Sq. Yd.	12,810	\$2.00	\$25,620.00	\$1.75	\$22,417.50	\$1.68	\$21,520.80	\$1.90	\$24,339.00
3	4" ROLLED STONE BASE	Sq. Yd.	12,810	\$4.60	\$58,926.00	\$5.00	\$64,050.00	\$3.95	\$50,599.50	\$5.15	\$65,971.50
4	UNDERGRADING	Cu. Ft.	400	\$1.00	\$400.00	\$3.00	\$1,200.00	\$0.25	\$100.00	\$0.50	\$200.00
5	GEOTEXTILE FABRIC	Sq. Yd.	12,810	\$1.25	\$16,012.50	\$1.00	\$12,810.00	\$0.95	\$12,169.50	\$1.00	\$12,810.00
6	STRUCTURAL GEOGRID	Sq. Yd.	325	\$1.00	\$325.00	\$3.00	\$975.00	\$0.01	\$3.25	\$1.50	\$487.50
7	SEEDING & MULCHING	Sq. Yd.	265	\$1.00	\$264.58	\$2.25	\$596.25	\$0.01	\$2.65	\$1.00	\$265.00
8	TRAFFIC CONTROL	L.S.	1	\$20,000.00	\$20,000.00	\$17,000.00	\$17,000.00	\$24,000.00	\$24,000.00	\$9,500.00	\$9,500.00
9	PAVED APPROACHES	Sq. Yd.	392	\$60.00	\$23,520.00	\$65.00	\$25,480.00	\$40.00	\$15,680.00	\$55.00	\$21,560.00
10	SAWCUTTING	Lin. Ft.	864	\$2.75	\$2,376.00	\$2.50	\$2,160.00	\$2.75	\$2,376.00	\$2.50	\$2,160.00
11	PAVEMENT LUGS	Each	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$50.00	\$50.00	\$50.00	\$50.00
12	UNDERDRAINS	Lin. Ft.	157	\$17.00	\$2,669.00	\$20.00	\$3,140.00	\$16.25	\$2,551.25	\$17.50	\$2,747.50
13.0	SIDEWALKS	Sq. Ft.	320	\$6.50	\$2,080.00	\$7.00	\$2,240.00	\$6.75	\$2,160.00	\$7.50	\$2,400.00
13.1	DETECTABLE WARNING SURFACE	Each	2	\$425.00	\$850.00	\$300.00	\$600.00	\$325.00	\$650.00	\$350.00	\$700.00
14	REPLACE INLET SILL	Each	3	\$450.00	\$1,350.00	\$500.00	\$1,500.00	\$400.00	\$1,200.00	\$400.00	\$1,200.00
15	ADJUSTMENT OF INLET SILL	Each	2	\$400.00	\$800.00	\$400.00	\$800.00	\$350.00	\$700.00	\$350.00	\$700.00
16	DRILLING AND DOWELING	Each	840	\$12.00	\$10,080.00	\$10.00	\$8,400.00	\$9.50	\$7,980.00	\$12.00	\$10,080.00
17	A2 JOINTS	Lin. Ft.	313	\$16.50	\$5,164.50	\$15.00	\$4,695.00	\$16.00	\$5,008.00	\$16.00	\$5,008.00
18	SILT FENCE	Lin. Ft.	140	\$1.50	\$210.00	\$3.00	\$420.00	\$0.50	\$70.00	\$1.00	\$140.00
19	INLET PROTECTION	Each	8	\$125.00	\$1,000.00	\$75.00	\$600.00	\$25.00	\$200.00	\$56.00	\$448.00
20	GRATED TROUGH REPLACEMENT	Each	2	\$23,000.00	\$46,000.00	\$16,000.00	\$32,000.00	\$19,000.00	\$38,000.00	\$20,000.00	\$40,000.00
	BID FORM TOTAL				\$875,519.58		\$778,533.75		\$781,566.95		\$802,836.50
									Corrected Total		

EXHIBIT A

BID FORM

BID TIME: 10:00 a.m.

BID DATE: Thursday, February 23,

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

2017 Selective Slab Replacement
2017-PW-03 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 the removal and reconstruction of approximately 12,800 square yards of concrete pavement, property restoration and other necessary appurtenances.

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

Bid submitted by:Company Name: E. MEIER Contracting, IncAddress: 860 WESTWOOD IND. COURTCity, State Weldon Spring, MO. 63304Phone number: (636) 300-0908 Fax: (636) 300-0907E-mail address: GHILMER@EMEIER.COMType of Firm: Sole Partnership ☐ Partnership ☐
Corporation ☒ Other ☐Officer Edgar W MeierTitle PresidentSignature Edgar W MeierDate 2/22/17

**ITEMIZED BID
CITY OF CHESTERFIELD
2017 SELECTIVE SLAB REPLACEMENT PROJECT
2017-PW-03 B**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	12,810	\$ 45.00	\$ 576,450
2	JOINT SEALANT	Sq. Yd.	12,810	\$ 1.75	\$ 22417.50
3	4" ROLLED STONE BASE	Sq. Yd.	12,810	\$ 5.00	\$ 64,050
4	UNDERGRADING	Cu. Ft.	400	\$ 3.00	\$ 1,200
5	GEOTEXTILE FABRIC	Sq. Yd.	12,810	\$ 1.00	\$ 12,810
6	STRUCTURAL GEOGRID	Sq. Yd.	325	\$ 3.00	\$ 975
7	SEEDING & MULCHING	Sq. Yd.	265	\$ 2.25	\$ 596.25
8	TRAFFIC CONTROL	L.S.	1	\$ 17,000	\$ 17,000
9	PAVED APPROACHES	Sq. Yd.	392	\$ 65.00	\$ 25,480
10	SAWCUTTING	Lin. Ft.	864	\$ 2.50	\$ 2160
11	PAVEMENT LUGS	Each	1	\$ 1000.00	\$ 1000
12	UNDERDRAINS	Lin. Ft.	157	\$ 20.00	\$ 3140
13.0	SIDEWALKS	Sq. Ft.	320	\$ 7.00	\$ 2240
13.1	DETECTABLE WARNING SURFACE	Each	2	\$ 300.00	\$ 600
14	REPLACE INLET SILL	Each	3	\$ 500.00	\$ 1500
15	ADJUSTMENT OF INLET SILL	Each	2	\$ 400.00	\$ 800
16	DRILLING AND DOWELING	Each	840	\$ 10.00	\$ 8400
17	A2 JOINTS	Lin. Ft.	313	\$ 15.00	\$ 4695
18	SILT FENCE	Lin. Ft.	140	\$ 3.00	\$ 420
19	INLET PROTECTION	Each	8	\$ 75.00	\$ 600
20	GRATED TROUGH REPLACEMENT	Each	2	\$ 16,000	\$ 32,000
TOTAL BID					\$ 778,533.75

2017 SELECTIVE SLAB REPLACEMENT PROJECT

2017-PW-03-B

Street	From	To	Subdivision	Comments
Chesterfield Estates Drive	1335	1353	Chesterfield Estates	Includes Trench Grate
Chesterfield Estates Court	17028	Cul-de-sac	Chesterfield Estates	
Kimwood Court	17020	Cul-de-sac	Chesterfield Estates	
Riverdale Circle	1324	1336	Chesterfield Estates	
Forsheer Drive	432	Cul-de-sac	Claymont Estates Addition	
Forsheer Court	Forsheer Drive	Cul-de-sac	Claymont Estates Addition	Includes Trench Grate
Countryside Manor Court	Countryside Manor Pkwy	Cul-de-sac	Countryside at Chesterfield	
Woodcliffe Place Drive	345	Cul-de-sac	Wildhorse Springs	

DATE: February 27, 2017

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

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

RE: 2017 Construction Testing and Inspection Services



The Department of Public Works has solicited proposals and fee schedules for construction testing and inspection services required as part of the 2017 capital improvement projects. This includes, but is not limited to, the concrete slab replacement projects, the sidewalk replacement project, and the ADA compliant curb ramp project. Firms were asked to provide company qualifications and resumes of certified and experienced individuals who would provide professional testing and inspection services for these projects. The firm chosen will provide selected individuals, along with soils and material testing equipment, in order to serve as the City's on-site representative during the construction of our capital projects.

Four companies responded to the City's solicitation, from which TSI Geotechnical Incorporated was chosen as the firm most qualified to perform the testing and inspection services. Public Works Staff has worked with TSI in the past and has found their service to be exceptional. Accordingly, I recommend that the City of Chesterfield enter into a contract with TSI Geotechnical Incorporated in the amount of \$105,000. This is slightly less than the budgeted amount of \$115,000. The actual cost of the services provided will vary based upon the amount of testing required as part of the City's 2017 capital improvements projects

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 execute an Agreement with TSI Geotechnical Incorporated for construction testing and inspection services in an amount not to exceed \$105,000.

MEMORANDUM



DATE: February 24, 2017
TO: Jim Eckrich, Public Works Director
FROM: Mark Wilson, Project Manager
RE: 2017-PW-12, Capital Improvement Inspection Services

We have solicited proposals, including resumes and fees for material testing and professional inspection services for the 2017 capital improvement projects.

I recommend various staff inspectors from TSI Geotechnical, Inc. Their hourly rates are listed below:

Inspector,	Straight Time Rate	Overtime Rate
Sarah Golab	\$61.00	\$79.30
Andy DeClue	\$61.00	\$79.30
Bill Weiss	\$52.00	\$68.60

TSI has previously performed construction inspection and material testing services on City projects. I have been satisfied with the professional services provided by these individuals. They possess several years of experience with the City and understand our high quality standards. **I recommend TSI Geotechnical, Inc., Inc. for the 2017 Capital Improvement Inspection Services. We request authorization up to \$115,000 to cover these professional services. Funds for this work are budgeted in account 120-079-5261**

Should you require additional information please advise.

Attachments

cc: P-File 2017-PW-12



1340 North Price Road

St. Louis, MO 63132

314.373.4000 T

314.227.6622 F

www.tsigeotech.com

January 23, 2017

Mark Wilson
Project Manager
City of Chesterfield Department of Public Works
690 Chesterfield Parkway West
Chesterfield, Missouri 63017-0760

RE: 2017 Testing And Inspection Services Capital Improvement Projects
City Of Chesterfield

Dear Mr. Wilson:

TSi Geotechnical, Inc. (TSi) is pleased to submit our qualifications and unit rate information for the 2017 Capital Improvement Projects Testing and Inspection Services.

GENERAL QUALIFICATIONS

TSi Geotechnical, Inc., an MBE/WBE/DBE-certified firm specializing in Professional Geotechnical Engineering and Construction/Materials Testing Services, is prequalified with various municipalities and the State of Missouri. TSi provides experienced, certified personnel to perform construction materials testing and inspection services, including the testing of soil, rock, concrete, asphalt, aggregate, masonry, mortar, grout, reinforcing steel, and fireproofing. Qualified field and laboratory technicians perform the testing under the supervision of registered professional engineers.

TSi's Quality Assurance/Quality Control Plan ensures that proper procedures are used to collect and evaluate data. Written standard testing procedures from appropriate agencies are followed whenever applicable. These agencies include the American Society for Testing and Materials (ASTM), American Concrete Institute (ACI), American Society of State Highway and Transportation Officials (AASHTO), U.S. Army Corps of Engineers (USACE), Cement and Concrete Reference Laboratory (CCRL) and others, when required. Special methods are developed to meet unique field conditions and are properly documented in field notebooks for reference and retrieval. TSi can also provide instrumentation and monitoring services during construction for deep fills, excavations, slopes, and other construction items.

TSi has provided materials testing and construction observation for thousands of construction projects throughout Missouri, Illinois, Kansas and Nebraska, for levees, local street programs, tunnels, highways, bridges, stormwater, wastewater facilities, power plants, transmission lines, industrial facilities and sites, healthcare facilities, and high-rise structures, among others.

PROFESSIONAL SERVICES SINCE 1989

CITY OF CHESTERFIELD

January 23, 2017

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KEY PERSONNEL

The qualified and available staff members TSi proposes to work on the City of Chesterfield Testing and Inspection Services are as follows:

Sarah Golab - Senior Geotechnical Technician ACI Level I Field Certification, MoDOT and IDOT Certifications in soils, aggregate, concrete and asphalt. Ms. Golab has more than 13 years of experience as a site manager and engineering technician, and has worked on hundreds of geotechnical engineering projects. She is thoroughly experienced in construction quality assurance/quality control (QA/QC) procedures for soil, aggregate, concrete, asphalt and masonry. Ms. Golab is also experienced in geotechnical laboratory testing.

Ms. Golab has provided construction oversight and testing services on the following projects:

- Greentrails Drive Reconstruction, *Chesterfield, Missouri.*
- Appalachian Trail, *Chesterfield, Missouri.*
- Ladue Road Reconstruction, *Chesterfield, Missouri.*
- New Highway Approach and Interstate 270 Highway Bridge Over the Chain of Rocks Canal, *Madison County, Illinois.*
- Humbert Road and Interstate 255 Intersection, *Alton, Illinois.*
- North Park Development, 300-Acre Development, *North St. Louis County, Missouri.*
- Litzsinger Road Improvements, Between McKnight and Lindbergh Boulevard, *Ladue, Missouri.*
- I-44 Pavement Assessment for MoDOT, *Eureka and Villa Ridge, Missouri.*

Andy DeClue – Senior Geotechnical Engineering Technician, ACI Level I Field Certification, MoDOT and IDOT Certifications in aggregate, soils, concrete and asphalt. Mr. DeClue has 11 years of experience in the physical testing of soils and construction materials. He has experience in performing nuclear moisture density tests on compacted soil, crushed stone aggregate and bituminous concrete. Mr. DeClue has performed QA/QC tests on concrete, mortar and grout. This includes slump, air entrainment, temperature and casting of concrete test cylinders in the field. He has also performed Proctor tests on soils and aggregate and grain size analysis in the laboratory.

Mr. DeClue has provided construction oversight and testing services on the following projects:

- Independence Road, *Weldon Springs, Missouri.*
- Fee Fee Road Reconstruction, *Hazelwood, Missouri.*
- Lillian Avenue Road Improvements, *Northwoods, Missouri.*
- Ameren UE Power Operations, Labadie and Rush Island Power Plants, *Missouri.*
- North Park Development, 300-Acre Development, *North St. Louis County, Missouri.*
- Metro Bus Transfer Station and Access Roads and Parking, *St. Louis, Missouri.*

Bill Weiss - Geotechnical Engineering Technician, ACI Level I Field Certification, MoDOT Certifications in soils and concrete. Mr. Weiss has 8 years of experience in the physical testing of soils, concrete, masonry, and asphalt. He has experience in performing nuclear density tests on soil, crushed stone aggregate and asphalt concrete. Mr. Weiss has performed QA/QC tests on concrete, mortar, grout and asphalt concrete. He has performed concrete compression tests on cylinders in the laboratory. Mr. Weiss has provided construction oversight and testing services on the following projects:

- Manchester Road, *Maplewood, Missouri.*
- St. Cyr Road Improvements, *Bellefontaine Neighbors, Missouri.*
- Willott Road, *St. Peters, Missouri.*
- McKnight Road Improvements between Clayton Road and Ladue Road, *Ladue, Missouri.*
- Laclede's Landing, Redevelopment 2nd Street between Washington and Lucas Avenues, *St. Louis, Missouri.*
- Litzsinger Road Improvements between McKnight and Lindbergh Avenue, *St. Louis County, Missouri.*
- Clayton Road Improvements between Oak Hill Springs Road and Bopp Road, *Town and Country, Missouri.*

TSi's Project Manager for the 2017 Capital Improvement Projects will be Mark Conder. Mr. Conder has over 37 years of construction documentation, testing services and project management experience. He is very familiar with the City of Chesterfield's construction testing and inspection services program, from contract administration through project deliver and close-out. Mr. Conder's experience as a project manager for the City of Chesterfield projects includes:

- Greentrails Drive Reconstruction (2016).
- Ladue Road Reconstruction/Replacement between Olive Street and Cross Trails Drive (2014).
- Slab Replacements (1998-2012).
- Edison Avenue Asphalt Overlay (2012) between Long and Baxter Roads.
- Reconstruction of Appalachian Trail between Olive Boulevard and Beaver Creek Trail (2012).
- Chesterfield Amphitheatre and the Streamwalk in Central Park (2010).

PROJECT APPROACH

TSi anticipates up to three technicians will be required on-site in a full-time capacity when work is being performed by the general contractor. Our required equipment is:

- A pick-up truck;
- A cellular phone;
- Concrete sampling and testing equipment;
- A smart level (required to check the layout of forms)

CITY OF CHESTERFIELD

January 23, 2017

Page 4

- A measuring wheel; and
- A nuclear moisture density gauge, which will be transported to and from the project site each day.

The responsibilities of the technicians include:

- Distributing advance notices to the residents about upcoming construction;
- Documenting contractor's traffic control devices on a daily basis;
- Locating the limits of slab removal in the field;
- Performing tests on the subgrade, aggregate base and concrete, as specified in the project specification;
- Measuring slopes on formwork prior to the placement of concrete or other materials;
- Documenting damage and repair by contractor to mail boxes, gas lines, and sprinkler heads;
- Keeping daily measurements of work completed by contractor for progress payments; and
- Interacting with residents and monitoring the contractor's job site practices to provide a safe work environment for the workers.
- Keeping a Project Daily Diary per LPA requirement.

Paperwork will be completed daily and will document the day's activities on Daily Report forms provided by the City of Chesterfield. Completed Test Documentation forms will be submitted to the Project Manager at the end of the day's work activities.

FEES

PERSONNEL

Geotechnical Technician, Bill Weiss	\$52.00/Hour
Senior Geotechnical Technicians, Sarah Golab, Andy DeClue	\$61.00/Hour

Overtime Rate	1.30 times the Regular Rate
---------------	-----------------------------

LABORATORY SOILS

Standard Proctor (ASTM D 698)	\$180.00/Test
Modified Proctor (ASTM D 1557)	\$215.00/Test
Atterberg Limit Test (ASTM D 4318)	\$ 70.00/Test

LABORATORY CONCRETE

Compressive Strength Concrete Test Cylinder (ASTM C 39)	\$ 15.00/Test
Spare Cylinder not Tested	\$ 10.00/Test

1. Overtime consists of more than eight (8) hours on a weekday and/or more than forty (40) hours in a given week. All Saturday/Sunday/company holiday work will be considered overtime.
2. Hourly rates are billed at a minimum of four hours per day for each technician.

ACCEPTANCE

If this proposal, and the attached Terms and Conditions, meet your approval, please formally authorize the construction observation and testing services described herein by signing the acceptance at the end of this proposal and returning one copy to our office.

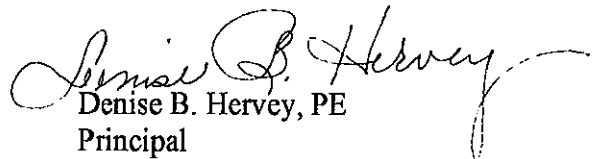
We appreciate this opportunity to be of service to the City of Chesterfield and look forward to working with you on this project. If you have any questions or would like to discuss any aspect of this proposal, please contact us at 314.373.4046.

Sincerely,

TSI GEOTECHNICAL, INC.



Mark I. Conder
Construction Services Manager



Denise B. Hervey, PE
Principal

Attachments: Terms and Conditions

Accepted by:

CITY OF CHESTERFIELD

Printed Name

Date

Signature

Title

Note: The contents of this proposal are confidential and shall not be distributed to any person(s) other than those for whom this proposal was addressed.

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

BILL NO. 3139 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI AUTHORIZING 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)

BILL NO. 3140 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI AUTHORIZING 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)

BILL NO. 3141 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI REPEALING ORDINANCE NUMBER 2926 AND ENACTING A NEW ORDINANCE RESTRICTING COMPRESSION RELEASE BRAKING SYSTEMS. (SECOND READING; PLANNING AND PUBLIC WORKS RECOMMENDS APPROVAL)

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).

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI AUTHORIZING 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.

WHEREAS, the City of Chesterfield strives to promote a beautiful and safe place for residents to live, work, and drive; and

WHEREAS, the City of Chesterfield is proud of its services and amenities and desires to promote itself to motorists entering the City; and

WHEREAS, the City of Chesterfield currently maintains six City Limit signs located within State Right of Way, and wants to improve that signage where appropriate; and

WHEREAS, the attached "Exhibit A" is an Agreement with the Missouri Highway and Transportation Commission detailing the responsibilities for maintaining City Limit Signs within State Right of Way;

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

Section 1. The Maintenance Agreement between the Missouri Highways and Transportation Commission and the City of Chesterfield regarding the upkeep and maintenance of City Limit Signs is hereby approved and the City Administrator is authorized to execute same on behalf of the City and the City Clerk is authorized and directed to attest thereto. The Agreement as executed shall be substantially the form of Exhibit A, with any changes therein approved by the City Administrator consistent with the provisions and intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the Agreement.

Section 2. The City of Chesterfield Public Works Department is authorized and directed to install and maintain all City Limit Signs referenced in the Agreement.

Section 3. 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

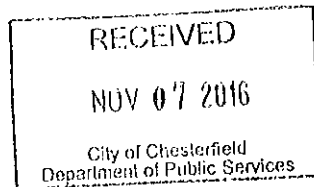
Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 2/22/2017

CCO Form: TR42
Approved: 08/06 (BDG)
Revised: 04/14 (ASB)
Modified:



MoDOT District: SL
MoDOT Contract Administrator: Phil Pierson

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AGREEMENT FOR SIGNING INSTALLED AND MAINTAINED BY APPLICANT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and The City of Chesterfield (hereinafter, "Applicant"), whose address is 690 Chesterfield Pkwy W, Chesterfield, MO 63017.

WITNESSETH:

WHEREAS, Applicant requests approval from the Commission to install and maintain certain signs further described below in St. Louis County, Missouri for The City of Chesterfield in the general vicinity of I-64 and the Missouri River, I-64 and MO 141, MO 340 and MO 141, MO 340 and Kehrs Mill Rd, MO 141 and Conway Rd, and MO 109 and Rt CC; and

WHEREAS, the Commission is willing to approve the Applicant's request subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) LOCATION AND DISPLAY: The Applicant hereby requests that the Commission allow Applicant to construct, install and maintain the following sign(s):

- ☐ Blue Star Marker(s)
- ☐ Buckle-Up Signs(s)
 - Community Awareness Sign(s)
 - ☐ DARE Sign(s)
 - ☐ Drug Free School Zone Sign(s)
 - ☐ Tree City USA Sign(s)
 - ☐ Disaster Resistant Community Sign(s)
 - ☐ Storm Ready Community Sign(s)
 - ☐ Other Community Awareness Sign(s) approved by the Commission's State Traffic Engineer
 - Local Reference Signs
 - ☐ City Hall/County Courthouse Signs(s)
 - ☐ Police Station/Sheriff's Department Sign(s)
 - ☐ City/County Park Sign(s)
 - ☐ Library Sign(s)
 - ☐ Recycle Center Sign(s)
 - ☐ Compost Site Sign(s)
 - ☐ Other Local Reference Sign(s) approved by the Commission's State Traffic Engineer
- ☐ Bus Stop/Mass Transit Sign(s)
- ☐ Neighborhood Watch Sign(s)
- ☐ Noise Ordinance Sign(s)
- ☒ Other sign(s) approved by the Commission's State Traffic Engineer

Welcome To Signs

(A) The sign(s) design will follow the guidelines and regulations of the Federal *Manual on Uniform Traffic Control Devices* (MUTCD) and the Commission's *Signing Manual* for size, color and reflectorization. The sign(s) shall read as displayed in Exhibit A.

(B) The sign(s) will be generally located as illustrated in Exhibit B. The Commission will approve final location prior to installation.

(C) The signs will be displayed:

☒ Year round

☐ Seasonally

from _____ to _____

If the sign(s) is/are to be displayed seasonally, that the Applicant shall cover or remove the sign(s) during periods of non-use.

(2) INSTALLATION: The signs shall be installed on a post supplied by the applicant and shall not be attached to Commission's pole or traffic control devices. The post shall include a breakaway post assembly, in accordance with Commission requirements. The Applicant shall provide plans with the specific location details of the sign installation for approval by the Commission prior to installation. All costs associated with this installation shall be borne by the Applicant.

(3) TRAFFIC CONTROL: All work zone signs and traffic control devices to be used during installation and maintenance shall be in accordance and comply with the latest revision of the Manual on Uniform Traffic Control Devices for Streets and Highways or as directed by the District Engineer or his authorized representative

(4) PERMIT: Before beginning installation work, the Applicant shall secure a permit from the Commission's District Engineer for the installation of the proposed sign(s). The Applicant shall comply with any additional requirements placed on the issuance of the permit by the District Engineer. The Applicant may provide written authority to the Commission's District Engineer enabling its contractor to obtain the permit as an agent for the Applicant. If required, separate permit(s) for future maintenance will be issued.

(5) COSTS: If this request is approved, all costs associated with the construction, installation, maintenance, or relocation of the sign(s), including, but not limited to work zone signing and traffic control during construction will be borne entirely by the Applicant, with no cost incurred by the Commission. In the event the Commission incurs any costs in association with the performance of this Agreement, the Applicant shall reimburse the Commission for those costs.

(6) HIGHWAY SPECIFICATIONS: All work done pursuant to this Agreement shall be in accordance with applicable portions of the latest editions of the Missouri Highways and Transportation Commission's *Standard Specifications for Highway Construction* and the *Standard Plans for Highway Construction*. The Applicant shall provide a copy of its contractors certification of material used to the Commission.

(7) MAINTENANCE: Applicant shall maintain signs following the guidelines of the Federal *Manual on Uniform Traffic Control Devices* (MUTCD) and the Commission's *Missouri Signing Manual* for reflectivity, alignment, and placement. The Commission may request maintenance of the signs by the Applicant, at the Applicant's expense, and the Applicant shall promptly comply with the Commission's request for maintenance of the signs. Failure by the

Applicant to complete requested maintenance within 14 calendar days from Commission's request shall be grounds for removal of all signs installed by the Applicant.

(8) MAINTENANCE BY APPLICANT WITHIN COMMISSION RIGHT OF WAY: In order to coordinate maintenance activities on the sign(s), the Applicant shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the Commission's District Engineer or a designated assistant, and shall include the location and nature of the work to be performed. Any maintenance activities done by the Applicant which involves closing one or more of the through lanes, affects the safety of the traveling public, or which will cause permanent changes to the configuration of the improvement, may require a permit from the Commission. The Applicant will be informed of whether or not a permit is required at the time the Applicant notifies Commission of the proposed maintenance activities. The Applicant shall comply with any additional condition placed upon the issuance of the permit.

(9) REMOVAL:

(A) If the Applicant fails to comply with the provisions stated herein regarding the maintenance responsibilities, the Commission may remove the sign(s).

(B) If the Commission, in its sole discretion, determines that the sign(s) is no longer justified, the Commission may remove the sign(s).

(C) If the Commission, in its sole discretion, determines that the sign(s) should be removed or eliminated as part of a highway or transportation project, the Commission may remove the sign(s).

(D) If the Commission, in its sole discretion, determines that the removal of the sign(s) from the Commission's right of way is in the best interests of the state highway system, the Commission may remove the sign(s).

(E) If the Commission removes the sign(s) in accordance with any provision of this Agreement, the Commission will not reimburse the Applicant for the cost or value of the sign(s).

(10) APPLICANT'S RESPONSIBILITIES: The Commission may request the Applicant modify the sign(s) when necessary to comply with changed standards that might be promulgated or adopted at the Applicant's cost and Commission may request the Applicant to relocate the signs to accommodate the need to install signs the Commission, in its sole discretion, deems more appropriate at the Applicant's cost. Should the Commission make either request, the Applicant shall comply with the Commission's request within 14 calendar days.

(11) APPLICANT'S REPRESENTATIVE: The Applicant's Public Works Director / City Engineer is designated as the Applicant's representative for the purpose of administering the provisions of this Agreement. The Applicant's representative may designate by written notice other persons having the authority to act on behalf of the Applicant in furtherance of the performance of this Agreement. All Notices or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

**James A Eckrich
Public Works Director / City Engineer
City of Chesterfield
690 Chesterfield Pkwy W**

Chesterfield, MO 63017
Telefax No.: (636) 537-4764

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Applicant shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Applicant's wrongful or negligent performance of its obligations under this Agreement.

(B) The Applicant is required or will require any contractor procured by the Applicant to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(14) NO INTEREST: By placing and maintaining signs on the Commission's right of way, the Applicant gains no property interest in Commission's right of way. The Commission shall not be obligated to keep the sign(s) in place if the Commission, in its sole discretion, determines removal or modification of the sign(s) is in the best interests of the state highway system or the Commission.

(15) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Applicant.

(16) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(17) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(18) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

- (A) Exhibit A: Sign Display Detail
- (B) Exhibit B: Sign Location Layout

[Remainder of Page Intentionally Left Blank; Execution and Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Applicant the ____ day of _____, 20____.

Executed by the Commission the ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

APPLICANT

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Commission Counsel

Copies: Applicant
 District
 Traffic Division
 Commission Secretary

EXHIBIT A
Sign Display Detail
Attach and Number Additional Sheets if Necessary

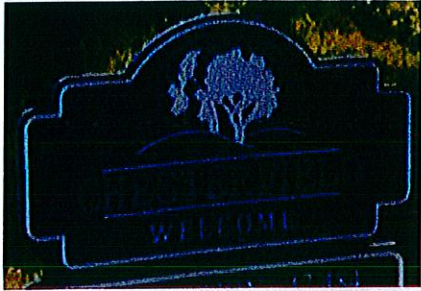
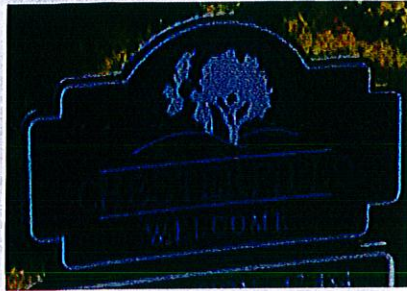
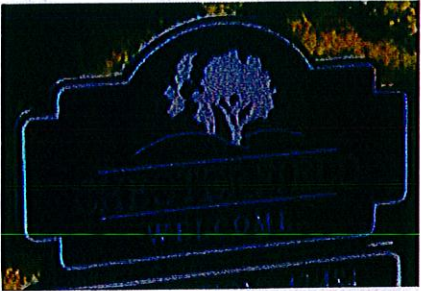
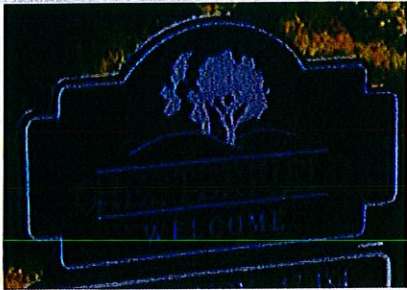
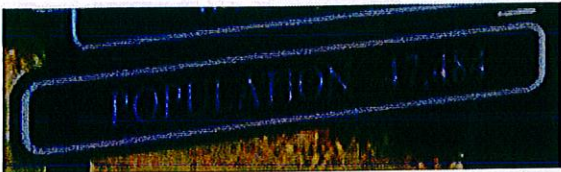
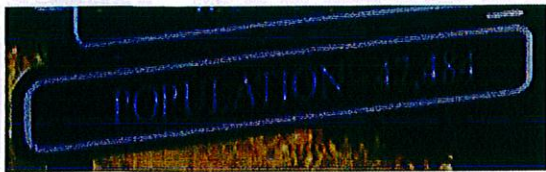
Sign No:	1	Size:	60" x 120"	Quantity:	2	Sign No:	2	Size:	48" x 72"	Quantity:	2
											
Sign No:	3	Size:	36" x 72"	Quantity:	1	Sign No:	4	Size:	30" x 48"	Quantity:	1
											
Sign No:	5	Size:	17" x 120"	Quantity:	2	Sign No:	6	Size:	10" x 72"	Quantity:	2
											

EXHIBIT B
Sign Location Layout



BILL NO. 3140

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI AUTHORIZING 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.

WHEREAS, the City of Chesterfield strives to promote a beautiful and safe place for residents to live, work, and drive; and

WHEREAS, the City of Chesterfield seeks to reduce unnecessary noise generated from motor vehicles, thereby improving the quality of life for nearby residents; and

WHEREAS, the City of Chesterfield seeks to install four Noise Ordinance Enforced Signs within State Right of Way, near the City Limits along I-64 and Missouri Route 141; and

WHEREAS, the attached "Exhibit B" is an Agreement with the Missouri Highway and Transportation Commission detailing the responsibilities for maintaining City Limit Signs within State Right of Way;

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

Section 1. The Maintenance Agreement between the Missouri Highways and Transportation Commission and the City of Chesterfield regarding the upkeep and maintenance of Noise Ordinance Enforced Signs is hereby approved and the City Administrator is authorized to execute same on behalf of the City and the City Clerk is authorized and directed to attest thereto. The Agreement as executed shall be substantially the form of Exhibit B, with any changes therein approved by the City Administrator consistent with the provisions and intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the Agreement.

Section 2. The City of Chesterfield Public Works Department is authorized and directed to install and maintain all Noise Ordinance Enforced Signs referenced in the Agreement.

Section 3. 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: 2/22/2017

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AGREEMENT FOR SIGNING INSTALLED AND MAINTAINED BY APPLICANT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and The City of Chesterfield (hereinafter, "Applicant"), whose address is 690 Chesterfield Pkwy W, Chesterfield, MO 63017.

WITNESSETH:

WHEREAS, Applicant requests approval from the Commission to install and maintain certain signs further described below in St. Louis County, Missouri The City of Chesterfield in the general vicinity of I-64 at the Missouri River, I-64 at MO 141, MO 141 at MO 340 and MO 141 at Conway Rd; and

WHEREAS, the Commission is willing to approve the Applicant's request subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) **LOCATION AND DISPLAY:** The Applicant hereby requests that the Commission allow Applicant to construct, install and maintain the following sign(s):

- ☐ Blue Star Marker(s)
- ☐ Buckle-Up Signs(s)
 - Community Awareness Sign(s)
 - ☐ DARE Sign(s)
 - ☐ Drug Free School Zone Sign(s)
 - ☐ Tree City USA Sign(s)
 - ☐ Disaster Resistant Community Sign(s)
 - ☐ Storm Ready Community Sign(s)
 - ☐ Other Community Awareness Sign(s) approved by the Commission's State Traffic Engineer
 - Local Reference Signs
 - ☐ City Hall/County Courthouse Signs(s)
 - ☐ Police Station/Sheriff's Department Sign(s)
 - ☐ City/County Park Sign(s)
 - ☐ Library Sign(s)
 - ☐ Recycle Center Sign(s)
 - ☐ Compost Site Sign(s)
 - ☐ Other Local Reference Sign(s) approved by the Commission's State Traffic Engineer
- ☐ Bus Stop/Mass Transit Sign(s)
- ☐ Neighborhood Watch Sign(s)
- ☒ Noise Ordinance Sign(s)
- ☐ Other sign(s) approved by the Commission's State Traffic Engineer

(A) The sign(s) design will follow the guidelines and regulations of the *Federal Manual on Uniform Traffic Control Devices* (MUTCD) and the Commission's *Signing Manual* for size, color and reflectorization. The sign(s) shall read as displayed in Exhibit A.

(B) The sign(s) will be generally located as illustrated in Exhibit B. The Commission will approve final location prior to installation.

(C) The signs will be displayed:

☒ Year round

☐ Seasonally

from _____ to _____

If the sign(s) is/are to be displayed seasonally, that the Applicant shall cover or remove the sign(s) during periods of non-use.

(2) INSTALLATION: The signs shall be installed on a post supplied by the applicant and shall not be attached to Commission's pole or traffic control devices. The post shall include a breakaway post assembly, in accordance with Commission requirements. The Applicant shall provide plans with the specific location details of the sign installation for approval by the Commission prior to installation. All costs associated with this installation shall be borne by the Applicant.

(3) TRAFFIC CONTROL: All work zone signs and traffic control devices to be used during installation and maintenance shall be in accordance and comply with the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and Highways* or as directed by the District Engineer or his authorized representative

(4) PERMIT: Before beginning installation work, the Applicant shall secure a permit from the Commission's District Engineer for the installation of the proposed sign(s). The Applicant shall comply with any additional requirements placed on the issuance of the permit by the District Engineer. The Applicant may provide written authority to the Commission's District Engineer enabling its contractor to obtain the permit as an agent for the Applicant. If required, separate permit(s) for future maintenance will be issued.

(5) COSTS: If this request is approved, all costs associated with the construction, installation, maintenance, or relocation of the sign(s), including, but not limited to work zone signing and traffic control during construction will be borne entirely by the Applicant, with no cost incurred by the Commission. In the event the Commission incurs any costs in association with the performance of this Agreement, the Applicant shall reimburse the Commission for those costs.

(6) HIGHWAY SPECIFICATIONS: All work done pursuant to this Agreement shall be in accordance with applicable portions of the latest editions of the *Missouri Highways and Transportation Commission's Standard Specifications for Highway Construction* and the *Standard Plans for Highway Construction*. The Applicant shall provide a copy of its contractors certification of material used to the Commission.

(7) MAINTENANCE: Applicant shall maintain signs following the guidelines of the *Federal Manual on Uniform Traffic Control Devices* (MUTCD) and the Commission's *Missouri Signing Manual* for reflectivity, alignment, and placement. The Commission may request maintenance of the signs by the Applicant, at the Applicant's expense, and the Applicant shall promptly comply with the Commission's request for maintenance of the signs. Failure by the

Applicant to complete requested maintenance within 14 calendar days from Commission's request shall be grounds for removal of all signs installed by the Applicant.

(8) MAINTENANCE BY APPLICANT WITHIN COMMISSION RIGHT OF WAY: In order to coordinate maintenance activities on the sign(s), the Applicant shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the Commission's District Engineer or a designated assistant, and shall include the location and nature of the work to be performed. Any maintenance activities done by the Applicant which involves closing one or more of the through lanes, affects the safety of the traveling public, or which will cause permanent changes to the configuration of the improvement, may require a permit from the Commission. The Applicant will be informed of whether or not a permit is required at the time the Applicant notifies Commission of the proposed maintenance activities. The Applicant shall comply with any additional condition placed upon the issuance of the permit.

(9) REMOVAL:

(A) If the Applicant fails to comply with the provisions stated herein regarding the maintenance responsibilities, the Commission may remove the sign(s).

(B) If the Commission, in its sole discretion, determines that the sign(s) is no longer justified, the Commission may remove the sign(s).

(C) If the Commission, in its sole discretion, determines that the sign(s) should be removed or eliminated as part of a highway or transportation project, the Commission may remove the sign(s).

(D) If the Commission, in its sole discretion, determines that the removal of the sign(s) from the Commission's right of way is in the best interests of the state highway system, the Commission may remove the sign(s).

(E) If the Commission removes the sign(s) in accordance with any provision of this Agreement, the Commission will not reimburse the Applicant for the cost or value of the sign(s).

(10) APPLICANT'S RESPONSIBILITIES: The Commission may request the Applicant modify the sign(s) when necessary to comply with changed standards that might be promulgated or adopted at the Applicant's cost and Commission may request the Applicant to relocate the signs to accommodate the need to install signs the Commission, in its sole discretion, deems more appropriate at the Applicant's cost. Should the Commission make either request, the Applicant shall comply with the Commission's request within 14 calendar days.

(11) APPLICANT'S REPRESENTATIVE: The Applicant's Public Works Director / City Engineer is designated as the Applicant's representative for the purpose of administering the provisions of this Agreement. The Applicant's representative may designate by written notice other persons having the authority to act on behalf of the Applicant in furtherance of the performance of this Agreement. All Notices or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

**James A Eckrich, P.E.
Public Works Director / City Engineer
The City of Chesterfield
690 Chesterfield Pkwy W**

Chesterfield, MO 63017
Telefax No.: (636) 537-4764

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Applicant shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Applicant's wrongful or negligent performance of its obligations under this Agreement.

(B) The Applicant is required or will require any contractor procured by the Applicant to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(14) NO INTEREST: By placing and maintaining signs on the Commission's right of way, the Applicant gains no property interest in Commission's right of way. The Commission shall not be obligated to keep the sign(s) in place if the Commission, in its sole discretion, determines removal or modification of the sign(s) is in the best interests of the state highway system or the Commission.

(15) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Applicant.

(16) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(17) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(18) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

- (A) Exhibit A: Sign Display Detail
- (B) Exhibit B: Sign Location Layout

[Remainder of Page Intentionally Left Blank; Execution and Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Applicant the _____ day of _____, 20____.

Executed by the Commission the _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

APPLICANT

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Commission Counsel

Copies: Applicant
 District
 Traffic Division
 Commission Secretary

EXHIBIT A
Sign Display Detail
Attach and Number Additional Sheets if Necessary

Sign No:	1	Size:	24" x 30"	Quantity:	1 4	Sign No:	2	Size:		Quantity:	
											
Sign No:	3	Size:		Quantity:		Sign No:	4	Size:		Quantity:	
Sign No:	5	Size:		Quantity:		Sign No:	6	Size:		Quantity:	

EXHIBIT B
Sign Location Layout



BILL NO. 3141

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD,
MISSOURI REPEALING ORDINANCE NUMBER 2926 AND ENACTING A NEW
ORDINANCE RESTRICTING COMPRESSION RELEASE BRAKING SYSTEMS.**

It shall be unlawful for the operator of a motor vehicle on any public street, roadway, or highway within the limits of the City of Chesterfield to cause his or her vehicle to slow or brake by any method which produces an excessive and unnecessary noise, including but not limited to un-muffled engine braking.

As used in this section, "engine braking" shall refer to compression release braking systems as a means of slowing or braking the speed of the vehicle in lieu of applying the clutch or brakes.

Passed and approved this _____ day of _____ 2017.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 2/22/2017

BILL NO. 3125ORDINANCE NO. 2926**AN ORDINANCE RESTRICTING COMPRESSION RELEASE BRAKING SYSTEMS**

It shall be unlawful for the operator of a motor vehicle on any public street, roadway, or highway within the limits of the City of Chesterfield to cause his or her vehicle to slow or brake by any method which produces an excessive and unnecessary noise, including but not limited to un-muffled engine braking.

As used in this section, "engine braking" shall refer to compression release braking systems or "Jake brakes", as a means of slowing or braking the speed of the vehicle in lieu of applying the clutch or brakes.

Passed and approved this 5TH day of December, 2016

Bob Nation
PRESIDING OFFICER

Bob Nation
Bob Nation, MAYOR

ATTEST:

Vickie Hass
Vickie Hass, CITY CLERK

FIRST READING HELD: 11/21/2016

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 14th 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: _____

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.
9. Depict the location of all buildings, size, including height and distance from adjacent property lines, and proposed use.

10. Specific structure and parking setbacks along all roadways and property lines.
11. Indicate location of all existing and proposed freestanding monument signs.
12. Zoning district lines, subdivision name, lot number, dimensions, and area, and zoning of adjacent parcels where different than site.
13. Floodplain boundaries.
14. Depict existing and proposed improvements within 150 feet of the site as directed. Improvements include, but are not limited to, roadways, driveways and walkways adjacent to and across the street from the site, significant natural features, such as wooded areas and rock formations, and other karst features that are to remain or be removed.
15. Depict all existing and proposed easements and rights-of-way within 150 feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.
16. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
17. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending 150 feet beyond the limits of the site as directed.
18. Address trees and landscaping in accordance with the City of Chesterfield Code.
19. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.
20. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.
21. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport, Metropolitan St. Louis Sewer District (MSD) and the Missouri Department of Transportation.
22. Compliance with Sky Exposure Plane.
23. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesierfield.

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



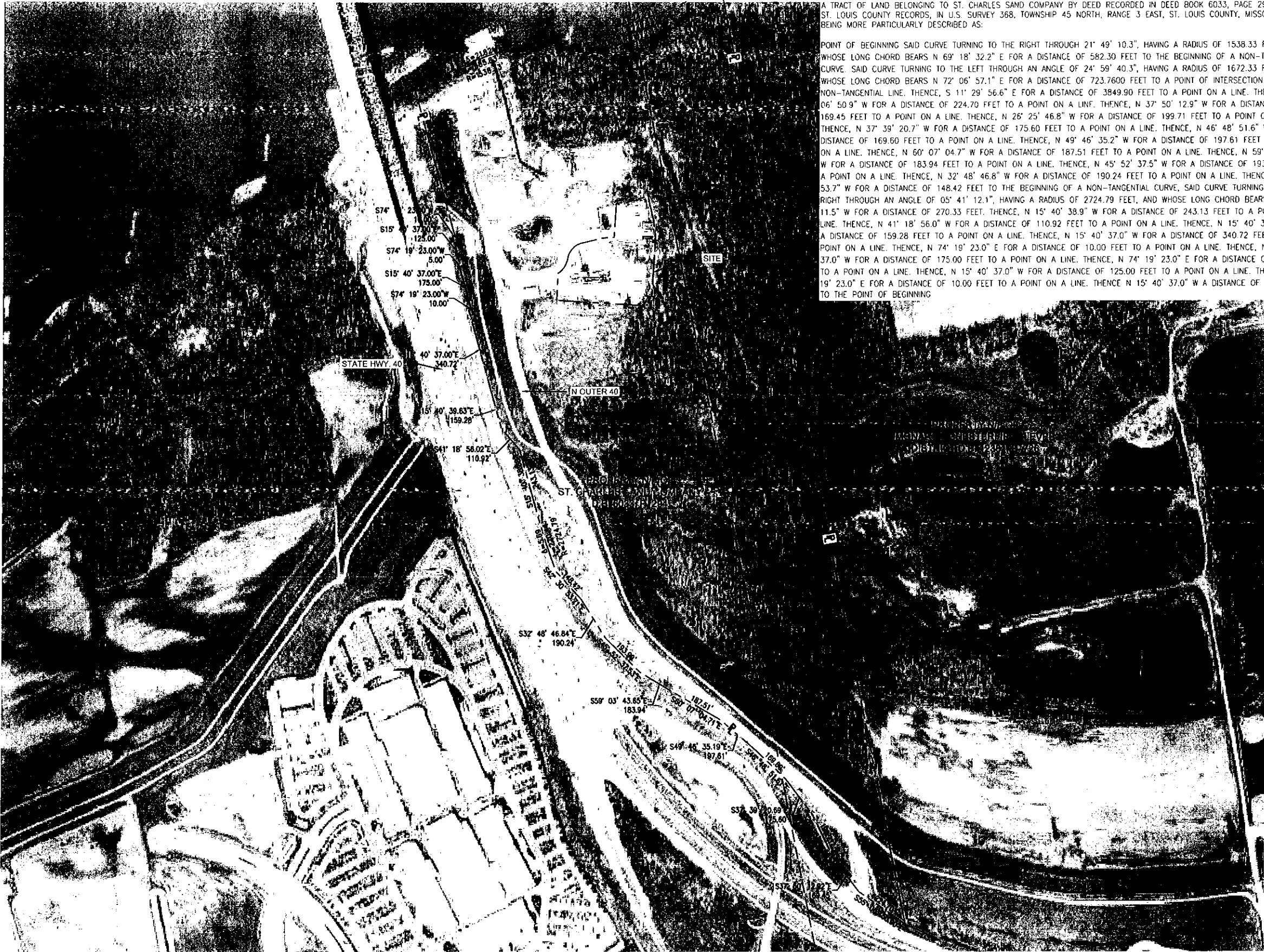
Lion CSG LLC
915 Olive St., Suite 902
Saint Louis, Missouri, 63101
314.409.7081

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° 39' 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	---



BRECKENRIDGE MATERIALS
PLANT 15
SITE PLAN

DATE	7/11/16	SEAL
DESIGNED	NAY	
DRAWN	CSR	
CHECKED	NAY	

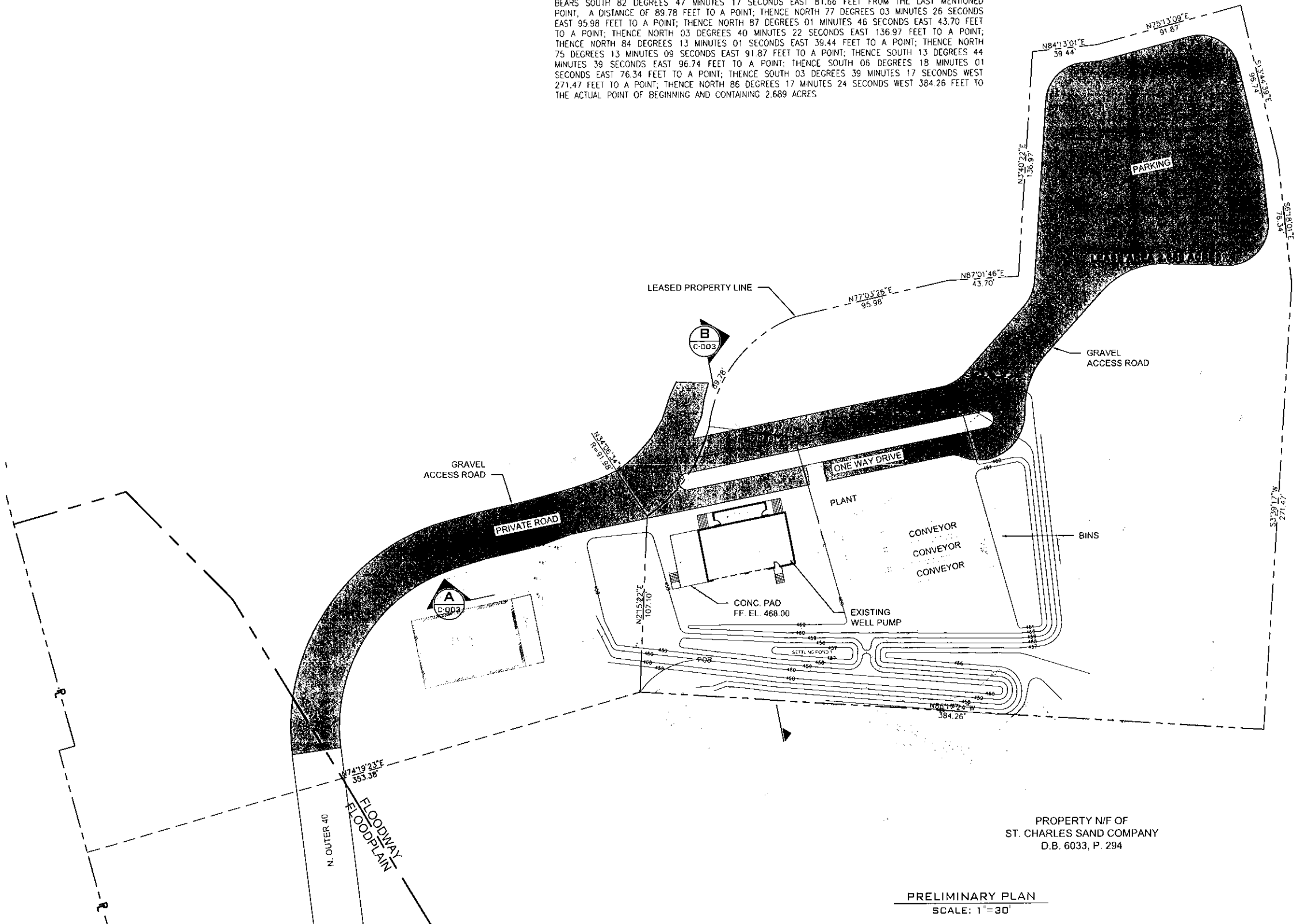
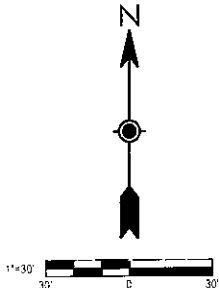
LOCATION PLAN

DISCIPLINE	C	001
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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 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 2.689 ACRES



REV	DATE	DESCRIPTION
0	07/11/2016	



BRECKENRIDGE MATERIALS
PLANT 15
SITE PLAN

DATE	7/11/16	SCALE
DESIGNED	KAY	
DRAWN	CSR	
CHECKED	KAY	

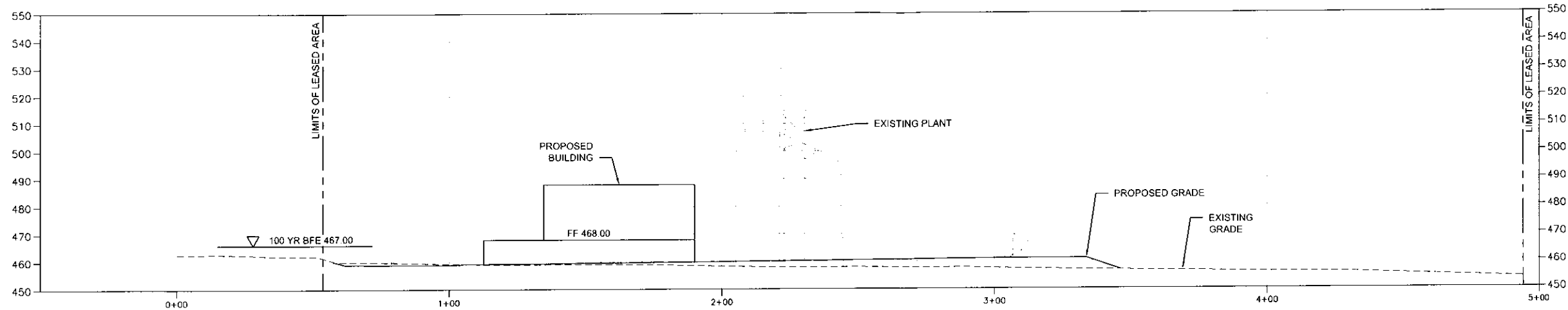
PRELIMINARY PLAN

DISCIPLINE	
C	002

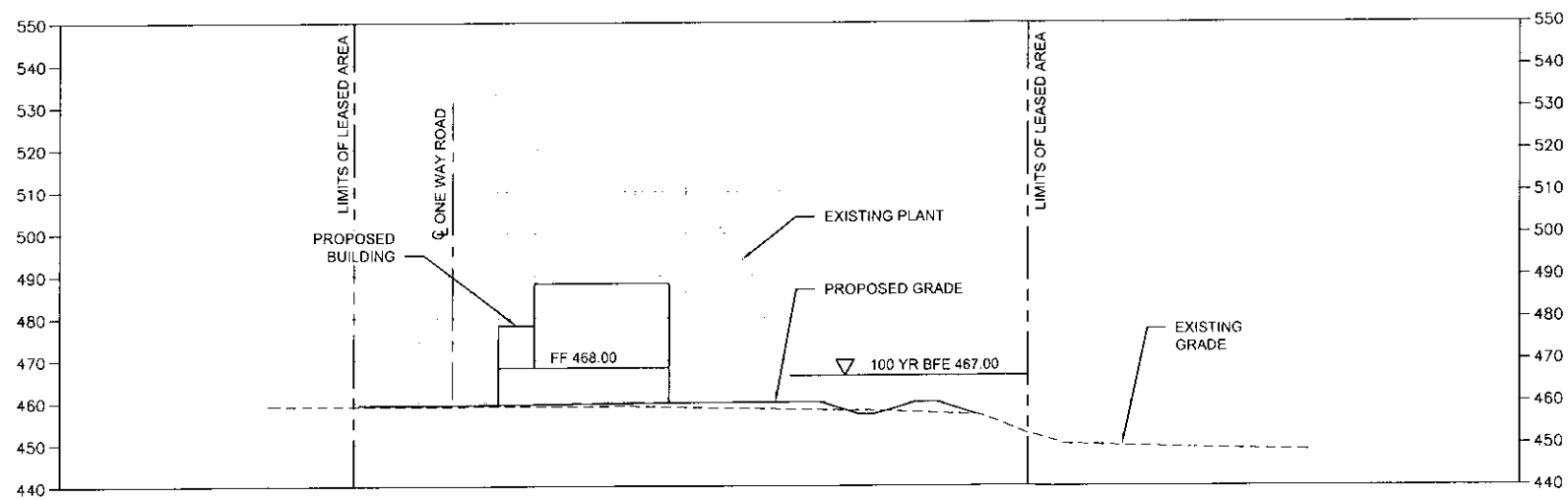
PRELIMINARY PLAN
SCALE: 1"=30'

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

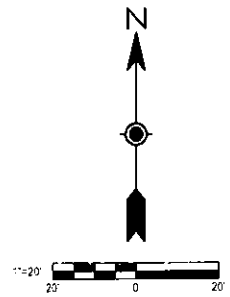
PLOT DATE: 11/01/16 at 5:31pm LOCATION: E:\Projects\Breckenridge\ZONING.dwg (TAB=C-003) BY: Chris



A SECTION
C-002 SCALE: 1"=20' HORIZ.
SCALE: 1"=20' VERT.



B SECTION
C-002 SCALE: 1"=20' HORIZ.
SCALE: 1"=20' VERT.



REV.	DATE	DESCRIPTION
0	07/11/2016	---



**BRECKENRIDGE MATERIALS
PLANT 15
SITE PLAN**

DATE	7/11/16	SIA
DESIGNED	NAY	
DRAWN	CSR	
CHECKED	NAY	

**ZONING
SECTIONS**

DISCIPLINE	
C	003