



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
VIRTUAL MEETING VIA ZOOM
MONDAY, MARCH 1, 2021
5:30 PM**

<https://zoom.us/j/96619029780>

(312) 626 6799

Webinar ID: 966 1902 9780

- I. Planning and Public Works Committee – Chairperson Dan Hurt, Ward III**
- A. Bill No. 3338 - P.Z. 09-2020 Total Access Urgent Care (13426 Olive Blvd)** An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of an existing “C-8” Planned Commercial District to a “PC” Planned Commercial District for a 3.19 acre tract of land located south of Olive Boulevard, east of North Woods Mill Road (P.Z. 09-2020 Total Access Urgent Care [13426 Olive Blvd] 16Q330911) - **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended. - Pink Sheet Amendment proposed by Ward I Councilmember.**
- B. Bill No. 3339 - Public Street Acceptance – The Arbors at Wilmas Farm, Plats 1 and 2** - An ordinance pertaining to the acceptance of Wilmas Farm Drive, Wilmas Hollow Drive, and Wilmas Valley Court as public streets in the City of Chesterfield. **(Second Reading) Planning & Public Works Committee recommends approval.**
- C. Bill No. 3340 - P.Z. 11-2020 The Residences at Hog Hollow (13987 & 14001 Olive Blvd):** - An ordinance repealing City of Chesterfield Ordinance Number 2213 creating a Planned Environment Unit procedure within an “R-3” Residence District for two (2) tracts of land totaling 29.4 acres located on Olive Boulevard (P.Z. 11-2020 The Residences at Hog Hollow {13987 & 14001 Olive Blvd} 16R340207 & 16R340151). - **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
- D. Bill No. 3341 - P.Z. 12-2020 The Residences at Hog Hollow (14001 Olive Blvd)** - An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of an “R-3” Residence District to a “PUD” Planned Unit Development for a 29.4 acre tract of land located on the north side of Olive Boulevard. (P.Z. 12-2020 The Residences at Hog Hollow {14001 Olive Blvd} 16R340151). - **(First Reading) Planning Commission recommends approval. Planning &**

Public Works Committee recommends approval, as amended. - Green Sheet Amendment recommended by PPW Committee.

E. Next Meeting – March 4, 2021 (5:30pm)

II. Finance and Administration Committee – Chairperson Barb McGuinness, Ward I

III. Parks, Recreation and Arts Committee – Chairperson Michelle Ohley, Ward IV

IV. Public Health and Safety Committee – Chairperson Ben Keathley, Ward II

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

A. Bid Recommendation - 2020 Accessible Sidewalk Ramp Improvement Project - Recommendation to accept the low bid, as submitted by Spencer Contracting, in the amount of \$60,443, with a funding authorization in an amount not to exceed \$62,306. This entire project will be funded through the Community Development Block Grant Program, and there will be no cost to the City of Chesterfield. Please note that this is considered a 2020 project, but the funding from St. Louis County only recently became available. Therefore, construction will occur in 2021 - **(Roll Call Vote) Department of Public Works recommends approval.**

B. Bid Recommendation - 2021 Selective Slab Replacement Project A - Recommendation to accept the low bid, as submitted by Amcon Municipal Concrete, and to authorize the City Administrator to enter into an Agreement with Amcon Municipal Concrete in an amount not to exceed \$2,075,000. This project is budgeted within Account 120-079-5490 of the Capital Projects Fund. Please note that the recommended allocation for Project A and Project B in aggregate matches the budgeted amount of \$2,700,000 - **(Roll Call Vote) Department of Public Works recommends approval.**

C. Bid Recommendation - 2021 Selective Slab Replacement Project B - Recommendation to accept the low bid, as submitted by Raineri Construction, and to authorize the City Administrator to enter into an Agreement with Raineri Construction in an amount not to exceed \$625,000. This project is budgeted within Account 120-079-5490 of the Capital Projects Fund. Please note that the recommended allocation for Project A

and Project B in aggregate matches the budgeted amount of \$2,700,000 -
(Roll Call Vote) Department of Public Works recommends approval.

VI. Other Legislation

VII. Unfinished Business – Mayor Bob Nation

- A. Motion to Rescind – Republic Services – COUNCILMEMBER McGUINNESS** - Councilmember McGuinness has requested that the Council's 3 - 5 vote at the 1/19/2021 Council meeting, to reject the re-negotiated agreement with Republic Services for residential Solid Waste be rescinded. Mayor Nation has agreed to include this item on tonight's meeting agenda for Council's consideration. Per the approved minutes, the 1/19/2021 motion was as follows: ***Councilmember Ohley made a motion, seconded by Councilmember Moore, to authorize the City Administrator to execute a five-year agreement with Republic Services for solid waste management. Discussion ensued. A roll call vote was taken with the following results: Ayes – Mastorakos, Monachella and Moore. Nays – McGuinness, Keathley, Hurt, Ohley and DeCampi. Mayor Nation declared the motion failed.***

The effect of the Motion to Rescind "is to strike out an entire main motion, resolution, order, or rule that has been adopted at some previous time. Accordingly, a successful motion to rescind, which requires a simple majority vote since prior notice was provided, would be to set aside the prior failed motion." Therefore, if the motion to rescind is successful, the Council would have the opportunity to make another or alternative motion with regard to the Republic Services renegotiated contract.

- B. Solid Waste Agreement** - Recommendation to authorize the City Administrator to execute the Municipal Materials Management Agreement with Republic Services for a period of five years. **(Roll Call Vote)**

Since the original re-negotiated proposal, Republic Services responded to Council's concerns and offered additional concessions:

1. Late notification of Friday yard waste misses: Republic will provide an email address and a cell phone number to residents for Friday customers to contact Republic Services late evening/early morning Saturday, after Republic Services' Customer Resource Center has closed, to ensure they are placed on the Saturday route if they were missed on Friday. If for some reason pickup does not occur at their address on Saturday, Republic will provide a 25% credit of the monthly yard waste service cost on their next invoice.

2. Concern regarding fluctuation of the CPI Water, Sewer, Trash Index: Index rate is to be capped at a maximum of 2.5%; should the index fall below 2.5%, your price increase will be lower as well; 2.5% or higher, it will not exceed 2.5%.
3. First year pricing: Adjust year one (begins 8/1/2021) pricing to remain at current level - \$14.58 for non-seniors, and still increase the senior discount to 15%. This will result in a reduction for Seniors from their current rate of \$13.12/month to \$12.39/month.

VIII. New Business – Mayor Bob Nation

IX. Adjournment

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

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



**AGENDA
CITY COUNCIL MEETING
VIRTUAL MEETING VIA ZOOM
MONDAY MARCH 1, 2021
7:00PM**

<https://zoom.us/j/98454295135>

(312) 626 6799

Webinar ID: 984 5429 5135

- I. CALL TO ORDER** – Mayor Bob Nation
- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation
- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation
- IV. ROLL CALL** – City Clerk Vickie McGownd
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
 - A. City Council Meeting Minutes** – February 16, 2021
- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Thursday, March 4, 2021 – Planning & Public Works (5:30 pm)**
 - B. Monday, March 8, 2021 – Planning Commission (7 pm)**
 - C. Monday, March 15, 2021 – City Council (7 pm)**
- VII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
 - A. Special Award Presentation, Chesterfield Police – Mayor Bob Nation**
- VIII. APPOINTMENTS** – Mayor Bob Nation

IX. COUNCIL COMMITTEE REPORTS

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

1. **Bill No. 3338 - P.Z. 09-2020 Total Access Urgent Care (13426 Olive Blvd)** - An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of an existing “C-8” Planned Commercial District to a “PC” Planned Commercial District for a 3.19 acre tract of land located south of Olive Boulevard, east of North Woods Mill Road (P.Z. 09-2020 Total Access Urgent Care [13426 Olive Blvd] 16Q330911) - **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended. - Pink Sheet Amendment proposed by Ward I Councilmember.**
2. **Bill No. 3339 - Public Street Acceptance – The Arbors at Wilmas Farm, Plats 1 and 2** - An ordinance pertaining to the acceptance of Wilmas Farm Drive, Wilmas Hollow Drive, and Wilmas Valley Court as public streets in the City of Chesterfield. **(Second Reading) Planning & Public Works Committee recommends approval.**
3. **Bill No. 3340 - P.Z. 11-2020 The Residences at Hog Hollow (13987 & 14001 Olive Blvd):** - An ordinance repealing City of Chesterfield Ordinance Number 2213 creating a Planned Environment Unit procedure within an “R-3” Residence District for two (2) tracts of land totaling 29.4 acres located on Olive Boulevard (P.Z. 11-2020 The Residences at Hog Hollow {13987 & 14001 Olive Blvd} 16R340207 & 16R340151). - **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
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- B. Finance and Administration Committee** – Chairperson Barb McGuinness, Ward I
- C. Parks, Recreation and Arts Committee** – Chairperson Michelle Ohley, Ward IV
- D. Public Health and Safety Committee** – Chairperson Ben Keathley, Ward II

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

- A. Bid Recommendation - 2020 Accessible Sidewalk Ramp Improvement Project** - Recommendation to accept the low bid, as submitted by Spencer Contracting, in the amount of \$60,443, with a funding authorization in an amount not to exceed \$62,306. This entire project will be funded through the Community Development Block Grant Program, and there will be no cost to the City of Chesterfield. Please note that this is considered a 2020 project, but the funding from St. Louis County only recently became available. Therefore, construction will occur in 2021 - **(Roll Call Vote) Department of Public Works recommends approval.**
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XI. OTHER LEGISLATION

XII. UNFINISHED BUSINESS – Mayor Bob Nation

A. Motion to Rescind – Republic Services – COUNCILMEMBER McGUINNESS

Councilmember McGuinness has requested that the Council's 3 - 5 vote at the 1/19/2021 Council meeting, to reject the re-negotiated agreement with Republic Services for residential Solid Waste be rescinded. Mayor Nation has agreed to include this item on tonight's meeting agenda for Council's consideration. Per the approved minutes, the 1/19/2021 motion was as follows: ***Councilmember Ohley made a motion, seconded by Councilmember Moore, to authorize the City Administrator to execute a five-year agreement with Republic Services for solid waste management. Discussion ensued. A roll call vote was taken with the following results: Ayes – Mastorakos, Monachella and Moore. Nays – McGuinness, Keathley, Hurt, Ohley and DeCampi. Mayor Nation declared the motion failed.***

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B. Solid Waste Agreement - Recommendation to authorize the City Administrator to execute the Municipal Materials Management Agreement with Republic Services for a period of five years. (Roll Call Vote)

Since the original re-negotiated proposal, Republic Services responded to Council's concerns and offered additional concessions:

1. Late notification of Friday yard waste misses: Republic will provide an email address and a cell phone number to residents for Friday customers to contact Republic Services late evening/early morning Saturday, after Republic Services' Customer Resource Center has closed, to ensure they are placed on the Saturday route if they were missed on Friday. If for some reason pickup does not occur at their address on Saturday, Republic will provide a 25% credit of the monthly yard waste service cost on their next invoice.
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XIII. NEW BUSINESS – Mayor Bob Nation

XIV. ADJOURNMENT

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

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

AGENDA REVIEW – MONDAY 3/1/2021 – 5:30 PM

An AGENDA REVIEW meeting has been scheduled to start at **5:30 PM, on Monday, March 1, 2021.**

Please note:

There are three separate meetings, each of which will require a separate login and each will have distinct, different login invitations. This is necessary in order to provide full and complete transparency for all meetings.

We will have to initially log in to our Work Session meeting at 5:30 p.m. After conducting the routine work session per our normal processes, we will close that meeting and move into an Executive Session (closed session), which will require a second distinct log in. Finally, we will then log into our regular meeting prior to 7 PM. These meetings generally allow users to log in up to 15 minutes prior to the actual meeting.

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



RECORD OF PROCEEDING

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

FEBRUARY 16, 2021

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

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

A roll call was taken with the following results:

PRESENT

ABSENT

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

APPROVAL OF MINUTES

The minutes of the February 1, 2021 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Monachella, to approve the February 1, 2021 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

Mayor Nation announced that the next meeting of City Council is scheduled for Monday, March 1, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Mr. Michael Kane, 1292 Stillhouse Creek Road, submitted a statement pertaining to erosion of the cemetery adjacent to Bonhomme Presbyterian Church and requested assistance from the City.

Mr. John Green, Bonhomme Presbyterian Church, spoke to City Council seeking assistance from the City with grant identification and application filing, to address the cemetery's erosion problem.

Mr. Mark Eggert, 414 Isabella Manor Court, spoke on behalf of Incarnate Word Parish in support of Bill No. 3338 (P.Z. 09-2020 Total Access Urgent Care [13426 Olive Blvd]).

Ms. Karen Page, 554 Eagle Manor Lane, requested to speak pertaining to Bill No. 3338 (P.Z. 09-2020 Total Access Urgent Care [13426 Olive Blvd]), but was not on the panelist list.

APPOINTMENTS

Mayor Nation nominated Mr. Mick Weber for re-appointment to the Architectural Review Board. Councilmember Hurt made a motion, seconded by Councilmember Ohley, to re-appoint Mr. Mick Weber to the Architectural Review Board for a term of two years. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning/Public Works Committee

Bill No. 3335	Vacates four existing easements and dedicates two replacement easements on property recently acquired by the City adjacent to Central Park (Second Reading) Planning & Public Works Committee recommends approval
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Councilmember Dan Hurt, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Ohley, for the second reading of Bill No. 3335. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3335 was read for the second time. A roll call vote was taken for the

passage and approval of Bill No. 3335 with the following results: Ayes – Monachella, Moore, Keathley, McGuinness, Ohley, Mastorakos, DeCampi and Hurt. Nays – None. Whereupon Mayor Nation declared Bill No. 3335 approved, passed it and it became **ORDINANCE NO. 3137.**

Bill No. 3336 Amends Article 03-07 Non-Residential Use Table and Article 10-03 Use Terms of the Unified Development Code {P.Z. 10-2020 City of Chesterfield (Unified Development Code – Articles 3 & 10)}
(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval

Bill No. 3337 Amends Article 4 of the Unified Development Code to revise language pertaining to Architectural Review Design Standards {P.Z. 13-2020 City of Chesterfield (Unified Development Code – Article 4)} **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval**

Councilmember Hurt made a motion, seconded by Councilmember Monachella, for the second reading of Bill Nos. 3336 and 3337. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill Nos. 3336 and 3337 were read for the second time.

A roll call vote was taken for the passage and approval of Bill No. 3336 with the following results: Ayes – Hurt, McGuinness, Keathley, Moore, DeCampi, Monachella, Ohley and Mastorakos. Nays – None. Whereupon Mayor Nation declared Bill No. 3336 approved, passed it and it became **ORDINANCE NO. 3138.**

A roll call vote was taken for the passage and approval of Bill No. 3337 with the following results: Ayes – Keathley, Moore, Ohley, DeCampi, Monachella, Mastorakos, Hurt and McGuinness. Nays – None. Whereupon Mayor Nation declared Bill No. 3337 approved, passed it and it became **ORDINANCE NO. 3139.**

Councilmember Ohley made a motion, seconded by Councilmember Mastorakos, to approve a budget amendment in the amount of \$48,000 for construction of the missing section of sidewalk on the west side of Wilson Avenue, north of Buchholz Mortuary. A roll call vote was taken with the following results: Ayes – Moore, DeCampi, McGuinness, Hurt, Mastorakos, Monachella, Keathley and Ohley. Nays – None. Whereupon Mayor Nation declared the motion passed.

Bill No. 3338 Amends the Unified Development Code of the City of Chesterfield by changing the boundaries of an existing “C-8” Planned Commercial District to a “PC” Planned Commercial District for a

3.19 acre tract of land located south of Olive Boulevard, east of North Woods Mill Road (P.Z. 09-2020 Total Access Urgent Care [13426 Olive Blvd] 16Q330911) **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended. Green Sheet Amendment recommended by PPW Committee**

Councilmember Hurt made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3338 with the green sheet amendments as recommended by the Planning and Public Works Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3338 was read for the first time.

Councilmembers McGuinness and Monachella indicated that they planned to introduce amendments at the next meeting, and they would communicate with the petitioner prior to the vote to approve Bill No. 3338. Councilmembers McGuinness and Monachella summarized a list of possible amendments and Dr. Matt Bruckel, project owner, requested permission to speak with regard to the proposed amendments.

Bill No. 3339 Pertains to the acceptance of Wilmas Farm Drive, Wilmas Hollow Drive, and Wilmas Valley Court as public streets in the City of Chesterfield **(First Reading) Planning & Public Works Committee recommends approval**

Councilmember Hurt made a motion, seconded by Councilmember Ohley, for the first reading of Bill No. 3339. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3339 was read for the first time.

Councilmember Hurt announced that the next meeting of this Committee is scheduled for Thursday, February 18, at 5:30 p.m.

Finance and Administration Committee

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

Parks, Recreation & Arts Committee

Councilmember Keathley made a motion, seconded by Councilmember DeCampi, to approve a budget amendment in the amount of \$70,000 for design and surveying services associated with the rehabilitation of the Eberwein Park Trails, as recommended by the Parks, Recreation and Arts Committee. A roll call vote was taken with the following results: Ayes – Hurt, DeCampi, Ohley, Monachella, McGuinness, Moore, Mastorakos and Keathley. Nays – None. Whereupon Mayor Nation declared the motion passed.

Public Health & Safety Committee

Councilmember Ben Keathley, Chairperson of the Public Health & Safety Committee, indicated that he had no action items this evening, and the next meeting of this Committee is scheduled for February 24, at 5:30 p.m.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that Staff is recommending award of a contract for 2021 Sidewalk Replacement Project A. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending acceptance of the low bid as submitted by Raineri Construction for the 2021 Sidewalk Replacement Project A. Councilmember Moore made a motion, seconded by Councilmember Mastorakos, to accept the low bid as submitted by Raineri Construction for the 2021 Sidewalk Replacement Project A, and to authorize the City Administrator to execute an agreement in an amount not to exceed \$300,000 funded from the Capital Projects Fund, which has \$527,000 allocated for sidewalk maintenance in 2021. A roll call vote was taken with the following results: Ayes – Monachella, Hurt, DeCampi, Mastorakos, Moore, Keathley, McGuinness and Ohley. Nays – None. Whereupon Mayor Nation declared the motion passed.

City Administrator Geisel reported that Staff is recommending award of a contract for 2021 Construction and Inspection Testing Services. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending authorization for the City Administrator to execute a professional services agreement with Geotechnology Incorporated for construction testing and inspection services. Councilmember Moore made a motion, seconded by Councilmember Monachella, to authorize the City Administrator to execute a professional services agreement with Geotechnology Incorporated for construction testing and inspection services in an amount not to exceed \$95,000 funded from the Capital Projects Fund which has \$110,000 allocated for this purpose in 2021. A roll call vote was taken with the following results: Ayes – Ohley, Mastorakos, Keathley, DeCampi, Moore, Hurt, McGuinness and Monachella. Nays – None. Whereupon Mayor Nation declared the motion passed.

OTHER LEGISLATION

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

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

Councilmember Keathley referenced a poll on Nextdoor (social networking service for neighborhoods) regarding Mayor Nation's proposal for a property tax. Mayor Nation refuted the assertion, stating that he had not offered any such proposal.

Councilmember Monachella stated that it would be inappropriate for City Council as a body to direct people to Nextdoor for the purpose of participating in political discussions.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 8:28 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____

UPCOMING MEETINGS/EVENTS

A. Thursday, March 4, 2021 – Planning & Public Works (5:30pm)

B. Monday, March 8, 2021 – Planning Commission (7pm)

E. Monday, March 15, 2021 – City Council (7 pm)

APPOINTMENTS

There are no appointments scheduled for this meeting.

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Hurt

Vice-Chair: Councilmember Ohley

The Planning and Public Works Committee has the following action items for the March 1, 2021 City Council meeting.

Bill No. 3338 - P.Z. 09-2020 Total Access Urgent Care (13426 Olive Blvd) - An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of an existing “C-8” Planned Commercial District to a “PC” Planned Commercial District for a 3.19 acre tract of land located south of Olive Boulevard, east of North Woods Mill Road (P.Z. 09-2020 Total Access Urgent Care [13426 Olive Blvd] 16Q330911) - **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended.** - **Pink Sheet Amendment proposed by Ward I Councilmember. The Pink Sheet amendment revises the structure setback to 55 feet.**

Bill No. 3339 - Public Street Acceptance – The Arbors at Wilmas Farm, Plats 1 and 2 - An ordinance pertaining to the acceptance of Wilmas Farm Drive, Wilmas Hollow Drive, and Wilmas Valley Court as public streets in the City of Chesterfield. **(Second Reading) Planning & Public Works Committee recommends approval.**

Bill No. 3340 - P.Z. 11-2020 The Residences at Hog Hollow (13987 & 14001 Olive Blvd): - An ordinance repealing City of Chesterfield Ordinance Number 2213 creating a Planned Environment Unit procedure within an “R-3” Residence District for two (2) tracts of land totaling 29.4 acres located on Olive Boulevard (P.Z. 11-2020 The Residences at Hog Hollow {13987 & 14001 Olive Blvd} 16R340207 & 16R340151). - **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

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NEXT MEETING

The next meeting of the Planning & Public Works Committee is scheduled for Thursday, March 4, 2021, at 5:30 pm.

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

MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: Justin Wyse, Director of Planning

JW

SUBJECT: Planning & Public Works Committee Virtual Meeting
Summary Thursday, February 18, 2021



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held virtually via Zoom on Thursday, February 18, 2021.

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

Also in attendance were: Mayor Bob Nation; Councilmember Michael Moore (Ward III); Planning Commission Chair Merrell Hansen; Justin Wyse, Director of Planning; Annisa Kumerow, Planner; Chris Dietz, Planner; and Kathy Juergens, Recording Secretary.

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

I. APPROVAL OF MEETING SUMMARY

A. Approval of the February 4, 2021 Committee Meeting Summary

Councilmember Mastorakos made a motion to approve the Meeting Summary of February 4, 2021. The motion was seconded by **Councilmember Ohley** and **passed** by a voice vote of 4 to 0.

II. UNFINISHED BUSINESS

A. Unified Development Code (Article 4) – Rooftop Screening Discussion

Based on the previous discussion with Architectural Review Board (ARB) members at the February 4 PPW meeting, **Chair Hurt** surmised that it is the general consensus that the current language in the Code is acceptable and allows ARB to address rooftop screening on an individual basis. However, as the Urban Core is developed, this issue may come up again and it may need to be readdressed. He recommended that the discussion be tabled until September to see how the Urban Core develops.

The Committee concurred as “one size does not fit all” and each project should be evaluated individually. The Committee did recommend that Staff provide a list of parameters for ARB/Planning Commission to consider in their review process.

The item was tabled until September.

III. NEW BUSINESS

- A. POWER OF REVIEW - 18122 Chesterfield Airport Rd. (Scott Properties) SDP:** A Site Development Plan, Landscape Plan, Lighting Plan, Tree Stand Delineation, Tree Preservation Plan, Architectural Elevations and Architect's Statement of Design for a 12.04-acre tract of land zoned "M-3" - Planned Industrial District located at the southeast corner of the intersection of Chesterfield Airport Road and Spirit of Saint Louis Boulevard (17V420157). (Ward 4)

Chair Hurt stated that the governing ordinance for this property is an old St. Louis County ordinance, which allows for more density and uses that may not be appropriate currently and may be in conflict with the revised Comprehensive Plan. He recommends that the project be postponed until the Planning Commission reviews Ordinance 1430 to see if there are any inconsistencies.

Councilmember Ohley made a motion to hold 18122 Chesterfield Airport Rd. (Scott Properties) SDP until the March 18, 2021 Planning and Public Works Committee meeting and to direct the Planning Commission to review Ordinance 1430 in relation to the Site Development Plan. The motion was seconded by Councilmember Mastorakos.

There was some discussion on the review process and Mayor Nation questioned the City's ability to change the ordinance after the project has been submitted and approved by the Planning Commission.

Justin Wyse, Director of Planning, agreed that the original ordinance may be outdated with respect to density and uses. Staff will bring Ordinance 1430 back to the Planning Commission to review it in conjunction with the updated Comprehensive Plan. The Planning Commission can then make a recommendation to Council.

George Stock, Stock & Associates, then spoke representing Scott Family Properties. He stated that the review process began in February of 2020 with Staff reviewing Ordinance 1430, which was adopted by the City in 1998 and encompasses an area larger than the subject 12-acre site. This property is one of the remaining undeveloped properties owned by Scott Family Properties, who also own the properties to the east and southeast, along with many buildings in Chesterfield Valley. Mr. Scott is very vested in Chesterfield and is a great asset to the community. He is anxious to develop this property.

Mr. Stock stated that the ordinance allows up to 10 acres of commercial shopping center. This particular site is 12 acres. In order to design a transitional development, the eastern 5.64 acres are proposed for light industrial; i.e., three small buildings to be commensurate with the buildings immediately to the east and southeast that Mr. Scott owns. The western 6.4 acres are proposed as a two story, 72,000 sq. ft. combination retail/office identical to the center Mr. Scott owns at Long Road and Chesterfield Airport Road. After reviewing the Ordinance, they believe their request is consistent with it. He further stated that the project has been approved by the Planning Commission and he is concerned as to how this additional review will impact the project.

The above motion to hold passed by a voice vote of 4 to 0.

- B. P.Z. 11-2020 The Residences at Hog Hollow (13987 & 14001 Olive Blvd):** A request to repeal City of Chesterfield Ordinance 2213 establishing a Planned Environmental Unit over two parcels of land zoned R-3 Residence District and totaling 29.4 acres (16R340207 & 16R340151). (Ward 1)

STAFF PRESENTATION

Annisa Kumerow, Planner, presented the request for a zoning map amendment from the “R-3” Residence District with a “PEU” Planned Environmental Unit to the “R-3” Residence District. The petitioner is requesting to repeal the “PEU.”

A Public Hearing was held on December 14, 2020 and on January 25, 2021, the Planning Commission approved the request by a vote of 8-1. On January 27, 2021, the applicant submitted a request to the Planning & Public Works Committee to hold the item until the corresponding zoning petition, P.Z. 12-2020 (R-3 to PUD) could be reviewed at the same time.

DISCUSSION

In response to Councilmember Ohley, Planning Commission Chair Merrell Hansen stated that the dissenting vote was cast by Planning Commissioner Harris due to traffic concerns. The Planning Commission discussed traffic as well as other issues pertaining to a “PUD.”

Chair Hurt pointed out that the existing “PEU” only allows for single-family attached and not single-family detached. Chair Hansen added that the revised Comprehensive Plan encourages different types of housing and the neighboring residents are happy with the proposed location of the houses.

Councilmember Monachella made a motion to forward P.Z. 11-2020 The Residences at Hog Hollow (13987 & 14001 Olive Blvd) to City Council with a recommendation to approve. The motion was seconded by Councilmember Ohley and **passed by a voice vote of 4 to 0.**

Note: One Bill, as recommended by the Planning Commission, will be needed for the March 1, 2021 City Council Meeting. See Bill #

[Please see the attached report prepared by Justin Wyse, Director of Planning, for additional information on P.Z. 11-2020 The Residences at Hog Hollow (13987 & 14001 Olive Blvd).]

- C. P.Z. 12-2020 The Residences at Hog Hollow (14001 Olive Blvd):** A request for a change in zoning from “R-3” Residence District to “PUD” Planned Unit Development for a maximum of 100 residential units (16R340151). (Ward 1)

STAFF PRESENTATION

Annisa Kumerow, Planner, presented the project request for a change in zoning from “R-3” Residence District to the “PUD” Planned Unit Development District. The proposed project consists of 100 residential units, of which 52 will be split between single-family attached and detached, and 48 multi-family units to be located on the western portion of the site.

A Public Hearing was held on December 14, 2020 where four issues were raised by the Planning Commission: traffic, amenities, 14015 Olive Boulevard, and the bioretention basin plantings.

At the January 25, 2021 Planning Commission meeting, an additional issue was raised concerning the location of the single-family detached lots and the preference for these lots to be along the eastern border of the property. The Planning Commission did not vote on the item at that time.

On February 8, 2021, the petition returned to the Planning Commission. The Petitioner's Narrative Statement had been revised to note that proposed Lots 1-10 along the eastern property line be designed as single-family detached residential only. The Planning Commission recommended approval by a vote of 8-1.

DISCUSSION

The following areas of discussion then took place.

GRAVEL TRAIL

Councilmember Mastorakos expressed her concern that gravel is not very conducive for bicycles and added that she is looking for connectivity to the amenities and use by the residents.

TRAFFIC

Once again, Chair Hansen stated that the dissenting vote from the Planning Commission was from Planning Commissioner Harris due to traffic concerns and who felt the proposed development added more aggravation to an already difficult situation. Chair Hansen stated that while the applicant has changed the median and added three lanes at the entrance, it is acknowledged that these improvements will still not help anyone turning left out of the subdivision onto Olive, and that traffic will back up into the development. The Planning Commission felt there was no satisfactory answer to alleviate the traffic problem.

"PUD" CRITERIA

Councilmember Monachella stated that she had spoken to Planning Commissioner Harris who informed her that in addition to her traffic concerns, she also felt that there are not enough amenities for this project to qualify as a "PUD." Councilmember Mastorakos concurred and stated that this is a huge, concentrated development but feels it lacks the spirit of what a "PUD" is intended to be. She understands that the neighboring residents are pleased with the project and will, therefore, support it. However, when the applicant comes in with the Site Development Plan, she expects an exceptional design with character and quality as outlined for "PUDs" in the Unified Development Code. She also will look to see if the greenspace is dispersed throughout the site and not concentrated in all one area.

Councilmember Monachella stated that she would like to see more amenities, such as increased useable park space. She also feels that the pocket park in the front of the development is not really useable for the residents. She recommended creating more open space by the retention pond by including picnic tables or benches to the flat area.

DETENTION POND

Councilmember Mastorakos expressed her concern about the long-term effect of the detention pond due to its size.

APPLICANT RESPONSE

George Stock, Stock & Associates, responded to the issues raised:

"PEU" - There are several reasons why the applicant wants to repeal the "PEU."

1. The existing ordinance allows for 82 attached units, but there currently is not a market for such a large number of attached units. Consequently, the applicant is proposing both detached and attached villas and/or townhouses, as well as condominiums.
2. The property boundaries have changed from the original Briarcliff development. The Briarcliff proposal included the property at 13987 Olive Boulevard, which is not part of the subject petition. Therefore, the boundaries need to be amended.
3. The “PEU” district no longer exists, so a “PUD” is being requested.

Density – “R-3” zoning allows for 117 units but the applicant is only asking for 100. While that is 18 more than the 82 units allowed under the existing “PEU,” significant improvements have been made to the design of the Site Plan. In the original “PEU,” the houses were located closer to Olive Boulevard. The houses are now moved to the rear. Pocket Park B is 100’ x 250’, 25,000 sq. ft. Playground and/or exercise equipment will be placed to the north of the site.

Trail – The “PUD” creates a 30-foot landscape buffer along all property lines that did not exist in Briarcliff. Within that landscape buffer, the applicant is proposing a trail for passive recreation integrated into a landscaped area similar to the Katy Trail. The trail is not primarily intended for bicycles.

Pocket Parks/Connectivity – The pocket park at the north end of the site is situated on top of the bluff and thus has different features than the pocket park located to the south. The trail, along with the sidewalks, creates a connection within the development.

Traffic – It is acknowledged that the traffic situation cannot be changed. However, based on their experience, the residents at Eagle Ridge suggested having three lanes at the subdivision’s entrance. This will make it easier for residents wanting to turn right out of the subdivision by not having to wait behind cars turning left onto Olive. MoDOT has agreed to the three lanes.

Greenspace – The development is at more than 50% open space and greenspace with a large percentage of it along the west and north. The proposed lots are 7500 sq. ft. with a 30-foot buffer behind them compared to the proposed lots in Briarcliff of 6200 sq. ft. with private streets. There is also a level area around the retention basin to the west of the condominiums where a few picnic tables and benches could be added. However, Mr. Stock questioned the need to create more greenspace.

In conclusion, Mr. Stock stated that they have worked diligently to come up with a development that is consistent with the Comprehensive Plan and creates diversification.

There was further discussion regarding the location of the pocket parks and the ability to add a flat greenspace area around the retention pond so that benches and/or picnic tables could be placed there.

After further discussion on the wording for the motion, **Councilmember Monachella made a motion to forward P.Z. 12-2020 The Residences at Hog Hollow (14001 Olive Blvd) to City Council with a recommendation to approve with the condition that a 20’ useable flat area with picnic benches and/or sitting benches be positioned between the retention basin and buildings A, B, and C.** The motion was seconded by Chair Hurt and **passed by a voice vote of 4-0.**

Note: One Bill, as recommended by the Planning & Public Works Committee, will be needed for the March 1, 2021 City Council Meeting. See Bill #

[Please see the attached report prepared by Justin Wyse, Director of Planning, for additional information on P.Z. 12-2020 The Residences at Hog Hollow (14001 Olive Blvd).]

IV. OTHER

At the request of Chair Hurt, Justin Wyse, Director of Planning, explained the allowable window signage regulation as defined in the Unified Development Code (UDC). At the time the City incorporated in 1988, the existing St. Louis County Ordinance allowed for 50% window signage. Sometime between 1993 and 1997, the City reduced it to 40%, which has been the only change to that regulation since incorporation. The maximum allowable window signage on first floors is 40% and 20% on higher floors. It does not differentiate by use type or zoning district type and only pertains to commercial and industrial districts. Therefore, if an office building wanted to put up window signs, they could do so. To further clarify, Mr. Wyse stated that if a building has windows on four sides, then signage could be placed in all of the windows.

There was further discussion on whether this regulation should be in the Sign Package rather than the Code. Ultimately, the Committee decided to keep it within the Code and for Staff to bring the matter to the Planning Commission for further discussion on reducing the allowable percentage of window signage.

Councilmember Mastorakos made a motion to direct Staff and Planning Commission to review the allowable signage regulation in the UDC. The motion was seconded by Councilmember Ohley and **passed** by a voice vote of 4-0.

V. ADJOURNMENT

The meeting adjourned at 7:08 p.m.

Total Access Urgent Care – Chesterfield, MO

DATE: February 22, 2021
TO: City of Chesterfield, MO
FROM: John Schebaum – BFA, Inc. on behalf of TAUC Properties, LLC
SUBJECT: 13426 Olive Blvd. Total Access Urgent Care Ordinance Revision Request

To Whom It May Concern:

On behalf of TAUC Properties, LLC, I would like to request an amendment of the drafted Ordinance for the Total Access Urgent Care (TAUC) located at 13426 Olive Boulevard (Bill No. 3338). The requested amendment is the **removal** of the requirement established in Attachment A of the Ordinance, Section I, Item #3, which states: “3. *Provide cross access to adjoining properties as required by the City of Chesterfield.*”

TAUC Properties firmly believes that the requirement of a cross access agreement as part of this ordinance is not appropriate, and would provide a significant burden to the subject property.

Generally, a cross access easement is utilized between two or more owners of adjacent private properties. The cross access easement contributes mutual benefits for all parties involved. When recorded, the cross access easement will also assign responsibilities for the respective property owners, and allow for the creation of restrictions, if necessary.

Based on conversations with City Staff, this ordinance creates the expectation that a cross access easement is recorded prior to Total Access obtaining permits for their development.

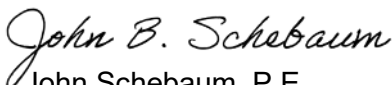
A recorded cross access easement at this time provides no benefit to any adjacent properties, and provides a meaningless easement across TAUC’s property. As shown on the Preliminary Development Plan, there is approximately a 12-ft. elevation difference between the existing development to the west at 13476 Olive Blvd. and TAUC’s proposed parking lot. Access to the property to the east would be inhibited by the existing woods and berm.

If the purpose of the cross access easement is to benefit future development, then TAUC would be exposed to unnecessary risk by being required to comply to a blind agreement with unknown future owners/uses that may not compliment the Total Access Urgent Care.

We would like to acknowledge that Total Access Urgent Care is **not** against forming cross access agreements in the future. **TAUC is very open-minded and poised to entertain any requests from neighboring properties that will benefit the businesses and community. However, the cross access easement should be produced as an agreement between the users of the easement area, not as a requirement for the zoning of the property.**

We appreciate your time and assistance in reviewing this matter. Should you have any questions or comments, please feel free to contact me at 636-231-4337, or Dr. Matt Bruckel at 314-458-0044.

Sincerely,


John Schebaum, P.E.

Memorandum

Department of Planning

To: Michael O. Geisel

From: Justin Wyse, Director of Planning *JW*

Date: March 1, 2021



RE: **P.Z. 09-2020 Total Access Urgent Care (13426 Olive Blvd)**: A request for a change in zoning from a “C-8” Planned Commercial District to a “PC” Planned Commercial District for a 3.19 acre tract of land located south of Olive Boulevard, east of North Woods Mill Road (16Q330911).

Summary

Total Access Urgent Care, LLC has submitted a request for a zoning map amendment from the “C-8” Planned Commercial District to the “PC” Planned Commercial District. This request is to allow for the development of an urgent care facility. The applicant is requesting one use (medical office), a maximum building height of 30 ft, and limited hours of operation from 8AM – 8PM CST.

A Public Hearing was held on December 14, 2020, and there were two issues raised by the Planning Commission pertaining to this petition: 1) The proposed right-of-way setback of 10’ and 2) the proposed landscape buffer of 10’.

On January 25, 2021 this petition was next brought before the Planning Commission. The applicant revised their request to reflect a right-of-way setback of 20’ and a landscape buffer of 20’. Planning Commission made a motion to approve PZ 09-2020 Total Access Urgent Care (13426 Olive Blvd) as presented in the Draft Attachment A, with a 30’ right-of-way setback and landscape buffer. Planning Commission also amended the motion to allow for a larger gross floor area of 6,680 sf. This motion passed by a vote of 9-0.

On February 4th, 2021 this petition was next brought before the Planning & Public Works Committee. The Planning & Public Works Committee recommended approval by a vote of 4-0, with an amendment proposing that the maximum allowable area for window signs shall be in accordance with § 405.04.050(F)(8)(c) of the Unified Development Code. No Sign Package request may be submitted for an increase to the maximum amount per § 405.04.050(F)(8)(c) of the Unified Development Code.

On February 16th, 2021 the first reading of the petition was held at the City Council Meeting. An amendment to modify the eastern property line setback was discussed and a Pink Sheet Amendment has been prepared.

Attached to this report please find a copy of the Pink Sheet Amendment, Legislation, Attachment A, and Preliminary Development Plan.

Attachments: Pink Sheet
Legislation
Attachment A
Preliminary Development Plan



Figure 1: Subject Site Aerial

PINK SHEET AMENDMENT

The City Council recommended that the following change be made to the Attachment A:

AMENDMENT 1:

Section C. Setbacks, 1. Structure Setbacks, page 2. Revise the following language:

1. Structure Setbacks

No building or structure, other than: a freestanding project identification sign, light standards, playground, or flag poles will be located within the following setbacks:

- a. Thirty (30) feet from the right-of-way of Olive Boulevard on the northern boundary of this “PC” District.
- b. ~~Thirty-five (35) feet from the eastern boundary of this “PC” District.~~
- b. Fifty-five (55) feet from the eastern boundary of this “PC” District.
- c. Thirty-five (35) feet from the southern boundary of this “PC” District.
- d. Thirty-five (35) feet from the western boundary of this “PC” District.

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN EXISTING “C-8” PLANNED COMMERCIAL DISTRICT TO A “PC” PLANNED COMMERCIAL DISTRICT FOR A 3.19 ACRE TRACT OF LAND LOCATED SOUTH OF OLIVE BOULEVARD, EAST OF NORTH WOODS MILL ROAD (P.Z. 09-2020 TOTAL ACCESS URGENT CARE [13426 OLIVE BLVD] 16Q330911).

WHEREAS, the petitioner, Total Access Urgent Care, LLC, has requested a zoning map amendment from the current C8 - Planned Commercial District to a PC – Planned Commercial District for a 3.19 acre tract of land south of Olive Blvd., east of its intersection with North Woods Mill Rd; and,

WHEREAS, a Public Hearing was held before the Planning Commission on December 14, 2020; and,

WHEREAS, the Planning Commission having considered said request, recommended approval of the request with one amendment by a vote of 9-0; and

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the request with one amendment pertaining to window signs by a vote of 4-0; and,

WHEREAS, the City Council, having considered said request, voted to approve the change of zoning request with an amendment regarding the building setback from the eastern property line.

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 “PC” Planned Commercial District designation for a 3.19 acre tract located south of Olive Blvd., east of its intersection with North Woods Mill Rd and as described as follows:

A tract of land being part of U.S. Survey No. 367, Township 46 North, Range 5 East of the 5th P.M., City of Chesterfield, St. Louis County, Missouri to wit:

Beginning at a set iron rod at the Northeast Corner of Condominium Plat 4 of The Pines, recorded in Plat Book 280, Pages 72 and 73 of the St. Louis County Recorder of Deeds Office; thence along the north line of said Plat 4 S80°49’53”W 275.56 ft. to a set iron rod on the east line of Continental Subdivision, recorded in Plat Book 154, Page 53 of said recorder’s office; thence leaving said line along said east line and the northerly projection thereof N09°-48’-03”W 504.03 ft. to a found iron rod in the south right of way line of Olive Boulevard; thence leaving said line along said south right of way

line N81°-01'-19"E 275.57 ft. to a found iron rod; thence leaving said line S09°48'-03"E 503.11 ft. to the point of beginning, containing 3.19 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 Development 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 Total Access Urgent Care, LLC in P.Z. 09-2020, requesting the rezoning embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 14th day of December 2020, 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 _____, 2021.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 02/16/2021

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 use allowed in this “PC” Planned Commercial District shall be Office, Medical.
2. Hours of Operation.
 - a. Hours of operation for this “PC” District shall be from 8:00 AM to 8:00 PM.
3. 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. Floor Area
 - a. Total building floor area shall not exceed 6,680 square feet.
2. Height
 - a. The maximum height of the building, exclusive of roof screening, shall not exceed 30 feet.
3. Building Requirements
 - a. A minimum of thirty-five percent (35%) openspace is required for this development.
 - b. This development shall have a maximum F.A.R. of 0.55.

C. SETBACKS

1. Structure Setbacks

No building or structure, other than: a freestanding project identification sign, light standards, playground, or flag poles will be located within the following setbacks:

- a. Thirty (30) feet from the right-of-way of Olive Boulevard on the northern boundary of this “PC” District.
- b. Thirty-five (35) feet from the eastern boundary of this “PC” District.
- c. Thirty-five (35) feet from the southern boundary of this “PC” District.
- d. Thirty-five (35) feet from the western boundary of this “PC” District.

2. Parking Setbacks

No parking stall, loading space, internal driveway, or roadway, except points of ingress or egress, will be located within the following setbacks:

- a. Thirty (30) feet from the right-of-way of Olive Boulevard on the northern boundary of this “PC” District.
- b. Ten (10) feet from the eastern boundary of this “PC” District.
- c. Twenty-five (25) feet from the southern boundary of this “PC” District.
- d. Ten (10) feet from the western boundary of this “PC” District.

D. PARKING AND LOADING REQUIREMENTS

1. Parking and loading spaces for this development will be as required in the City of Chesterfield Code.
2. No construction related parking shall be permitted within right-of-way or on any existing roadways. All construction related parking shall be confined to the development.
3. Parking lots shall not be used as streets.

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. The maximum amount permissible area for window signs shall forever be as defined in § 405.04.050(F)(8)(c) of the Unified Development Code. No Sign Package request may be submitted for an increase to the maximum amount on window sign area per § 405.04.050(F)(8)(c) of the Unified Development Code.
3. 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.
4. Prior to approval of the Site Development Plan, confirmation that the existing non-conforming pole sign will be removed is required.

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. Access to the development shall be as shown on the Preliminary Site Plan and adequate sight distance shall be provided, as directed by the City of Chesterfield, the Missouri Department of Transportation and St. Louis County Department of Transportation, as applicable.
2. If adequate sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement and other off-site improvements may be required to provide the required sight distance as required by the City of Chesterfield and the agency in control of the right of way off which the access is proposed.

3. Provide cross access to adjoining properties as required by the City of Chesterfield.

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield and the agency in control of the right of way off which the entrance is constructed. No gate installation will be permitted on public right-of-way.
2. Provide a 5 foot wide sidewalk, conforming to ADA standards, along the Olive Boulevard frontage of the site. The sidewalk shall be coordinated with the Missouri Department of Transportation Project J6S3255 which is planned along the MO 340 corridor. The sidewalk may be located within Missouri Department of Transportation right-of-way, if permitted by that agency, or on private property within an easement dedicating the sidewalk for public use and identifying the property owner as the responsible party for maintenance of the sidewalk.
3. Obtain approvals from the City of Chesterfield and the Missouri Department of Transportation as necessary for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
4. Additional right-of-way and road improvements shall be provided, as required by the Missouri Department of Transportation and the City of Chesterfield.

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 Olive Boulevard. 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

The development shall adhere to the Power of Review Requirements of the City of Chesterfield Code.

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. The lowest opening of all structures shall be set at least two (2) feet higher than the one hundred (100) year high water elevation in detention/retention facilities. All structures shall be set at least 30 feet horizontally from the limits of the one hundred (100) year high water.
6. Locations of site features such as lakes and detention ponds must be approved by the City of Chesterfield and the Metropolitan Saint Louis Sewer District.

N. SANITARY SEWER

Sanitary sewers shall be as approved by the City of Chesterfield and the Metropolitan St. Louis Sewer District.

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.

P. MISCELLANEOUS

1. All utilities will be installed underground.
2. An opportunity for recycling will be provided. All provisions of Chapter 25, Article VII, and Section 25-122 thru Section 25-126 of the City Code shall be required where applicable.
3. Prior to record plat approval, the developer shall cause, at his expense and prior to the recording of any plat, the reestablishment, restoration or appropriate witnessing of all Corners of the United States Public Land Survey located within, or which define or lie upon, the out boundaries of the subject tract in accordance with the Missouri Minimum Standards relating to the preservation and maintenance of the United States Public Land Survey Corners, as necessary.
4. Any retaining walls along public right of way shall be private and remain private forever and shall be located such that it is not necessary to support any public improvements.
5. Prior to final release of subdivision construction deposits, the developer shall provide certification by a registered land surveyor that all monumentation depicted on the record plat has been installed and United States Public Land Survey Corners have not been disturbed during construction activities or that they have been reestablished and the appropriate documents filed with the Missouri Department of Natural Resources Land Survey Program, as necessary.
6. 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. 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 a 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 Chesterfield.

III. RECORDING

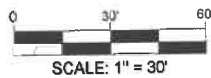
Within sixty (60) days of approval of any development plan by the City of Chesterfield, the approved Plan will be recorded with the St. Louis County Recorder of Deeds. Failure to do so will result in the expiration of approval of said plan and require re-approval of a plan by the Planning Commission.

IV. 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.

PRELIMINARY
DEVELOPMENT PLAN



NOTES:

- The Contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied on as being exact or complete. The Contractor must call the appropriate utility company to request exact field location of utilities. It shall be the responsibility of the Contractor to relocate all existing utilities which conflict with the proposed improvements shown on plans.
- Bearing referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the MoDOT VRS RTK Network.
- Contractor shall verify elevation of temporary benchmarks based on the elevation of the primary benchmark, prior to the start of construction. Contractor shall notify engineer if elevations differ from those shown on these plans.

Bearing referenced to Grid North of the Missouri Coordinate System 1983, East Zone per GPS observations utilizing the MoDOT VRS RTK Network.

Temporary Benchmark No. 1 - Found Iron Rod at the northwest corner of the site
EL=534.49'

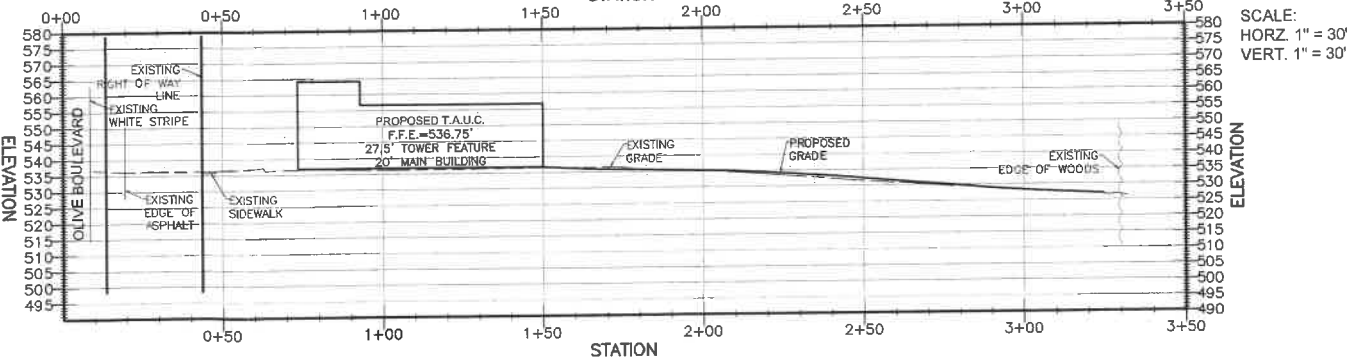
Temporary Benchmark No. 2 - Found Iron Rod at the northeast corner of the site
EL=532.63'
- This site scales within Zone "X", areas determined to be outside of the 0.2% annual chance floodplain as per Federal Emergency Management Agency Flood Insurance Rate Map, Panel No. 186 of 445, Map No. 29189C0186K, effective date February 4th, 2015.
- All trenches under paved areas shall be backfilled with granular material and compacted to meet compaction requirements for the parking lot. Granular material shall be placed and compacted to a level equal to the trench depth at the time of the utility installations.
- Contractor to contact telephone, electric, gas, and water companies to have underground utilities located on this site and adjacent to this site prior to doing any excavating.
- Contractor shall refer to architectural plans for exact locations, dimensions and material types of downspouts, roof drains, and utility services into the building.
- The Contractor is responsible for keeping stormwater run-off and sedimentation under control during construction.
- All survey monuments disturbed during construction shall be replaced by a surveyor licensed in the state, in which this project is located, at the contractors expense.
- The sitework for this project shall meet applicable AHJ specifications, permit requirements, and manufacturer specifications.
- The Contractor shall verify and/or perform all necessary inspections and/or certifications required by codes and/or utility companies prior to the announced building possession date and the final connections of utility services. All fees shall be paid by the Contractor.
- All new parking lot lighting poles and fixtures with lamps and paint will be provided by the Owner and installed by the Electrical Contractor. The Electrical Contractor shall provide the Owner a one-year warranty certificate. All incurred costs for receiving, storage, liability, and warranty labor shall be included in the installation and contract price. Refer to architectural plans for site lighting conduit routing.
- All dimensions are to the face of curb and all radii are to the back of curb, unless otherwise shown.
- Contractor shall be responsible for all removals of and/or relocations, including but not limited to, utilities, storm drainage, signs, traffic signals and poles, etc as required. All work shall be done in accordance with governing authorities specifications and shall be approved by such. All costs shall be included in base bid.
- Sidewalks and designated walkways are to be accessible. Passenger loading and landing areas are to be 2% maximum grade in any direction. Outside of the loading and landing areas, longitudinal running slopes are to be a maximum of 5% grade with a maximum of a 2% running slope. Ramps are to be a maximum of 1:12 slope with a maximum of 6" rise.

SITE PLAN LEGEND		
DESCRIPTION	PROPOSED	EXISTING
AERIAL ELECTRIC	—AE—	—AE—
UNDERGROUND ELECTRIC	—UE—	—UE—
UNDERGROUND TELEPHONE	—UT—	—UT—
GAS LINE	—G—	—G—
FIBER OPTIC LINE	—FO—	—FO—
WATERLINE	—W—	—W—
SANITARY SEWER	—SS—	—SS—
STORM SEWER	=====	=====
PROPERTY LINE	=====	=====
CHAINLINK FENCE	—○—	—○—
UTILITY POLE	•	•
GUARD POST	GP	GP
SANITARY MANHOLE	●	○
WATER VALVE	•	•
FIRE HYDRANT	+	+
CATCH BASIN/AREA INLET	■	■
JUNCTION BOX	●	○
GRADED INLET	■	■
CLEANOUT	•	•

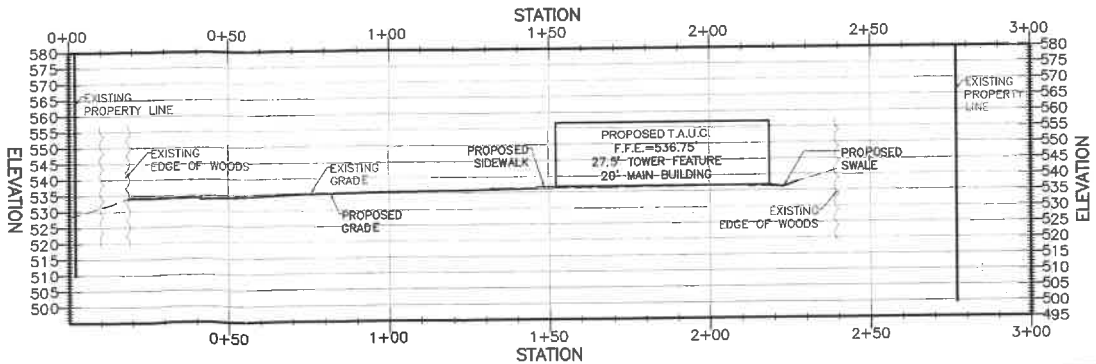
PARKING DATA	
PROPOSED MEDICAL OFFICE	5,080 G.F.A.
CITY REQUIRED PARKING MEDICAL OFFICE:	
4.0 SPACES FOR EACH 1,000 G.F.A. MINIMUM = 20 SPACES	
5.0 SPACES FOR EACH 1,000 G.F.A. MAXIMUM = 25 SPACES	
TOTAL PARKING PROVIDED: 23 SPACES (INCLUDING 2 H.C. SPACES)	
REQUIRED:	
9' WIDE X 18' DEEP, 90° SPACE WITH 22' WIDE DRIVES	
PROVIDED:	
9' WIDE X 18' DEEP, 90° SPACE WITH 24' WIDE DRIVES	

SITE DATA	
CURRENT ZONING: "C-8" PLANNED COMMERCIAL	
PROPOSED ZONING: "PC" PLANNED COMMERCIAL	
PROPOSED USE: MEDICAL OFFICE	
PROPOSED BUILDING SETBACKS:	
30 FEET FROM THE NORTHERN BOUNDARY OF THIS PC DISTRICT (SOUTH RIGHT OF WAY LINE OF OLIVE BOULEVARD)	
35 FEET FROM THE EASTERN BOUNDARY OF THIS PC DISTRICT	
35 FEET FROM THE SOUTHERN BOUNDARY OF THIS PC DISTRICT	
35 FEET FROM THE WESTERN BOUNDARY OF THIS PC DISTRICT	
PROPOSED PARKING SETBACKS:	
30 FEET FROM THE NORTHERN BOUNDARY OF THIS PC DISTRICT (SOUTH RIGHT OF WAY LINE OF OLIVE BOULEVARD)	
25 FEET FROM THE SOUTHERN BOUNDARY OF THIS PC DISTRICT	
10 FEET FROM THE WESTERN BOUNDARY OF THIS PC DISTRICT	
ESTIMATED TREE CANOPY ON PROPERTY: 63,910 S.F.	
MAXIMUM BUILDING HEIGHT: 30 FEET	

PROFILE VIEW OF SITE ALIGNMENT



PROFILE VIEW OF SITE B ALIGNMENT



Three working days prior to the start of any excavation on this site the Contractor shall contact 1-800-344-7483 for utility location information.

The contractor shall verify and implement all the required Federal Occupational Safety and Health Administration (OSHA) and/or DSHA approved state-plan regulations established for the type of construction required by these plans.

M.S.D. #20MSD-xxxxx
BASE MAP #16Q

Owner/Developer
TAUC PROPERTIES, LLC
13861 Manchester Road
Ballwin, MO 63011
(314) 961-2255

Owner's Representative
John Schebaum, P.E.
for BFA, Inc.
103 Elm Street,
Washington, Mo 63090
(636) 231-4337

REVISIONS

NO.	REVISION	DATE	BY	APP.
1				
2				
3				
4				

BILL NO. 3339

ORDINANCE NO. _____

AN ORDINANCE PERTAINING TO THE ACCEPTANCE OF WILMAS FARM DRIVE, WILMAS HOLLOW DRIVE, AND WILMAS VALLEY COURT AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD

WHEREAS, the City of Chesterfield has approved the construction of Wilmas Farm Drive, Wilmas Hollow Drive, and Wilmas Valley Court; and

WHEREAS, the streets were intended to be public streets and were therefore constructed to the design standards of the Department of Public Works of the City of Chesterfield.

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

Section 1. The following streets are hereby accepted by the City of Chesterfield for future care and maintenance:

- | | |
|--------------------------|--|
| (1) Wilmas Farm Drive: | Approximately 2,340 feet; from
Wild Horse Creek Road to Cul-de-Sac
Book 364, Page 572-575 |
| (2) Wilmas Hollow Drive: | Approximately 965 feet; from
Wilmas Farm Drive to Deep Forest Drive
Book 364, Page 576-577 |
| (2) Wilmas Valley Court: | Approximately 1,200 feet; from
Wilmas Farm Drive to Cul-de-Sac
Book 364, Page 572-575 |

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2020.

PRESIDING OFFICER

MAYOR

ATTEST:

CITY CLERK

FIRST READING HELD: <u>02/16/2021</u>
--

Public Street Acceptance - Arbors at Wilmas Farm Subdivision



Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: March 1, 2021

RE: **PZ 11-2020 The Residences at Hog Hollow (13987 & 14001 Olive Blvd)**: A request to repeal City of Chesterfield Ordinance 2213 establishing a Planned Environmental Unit over two parcels of land zoned R-3 Residence District and totaling 29.4 acres (16R340207 & 16R340151).



Summary

Stock & Associates Consulting Engineers, Inc., has submitted a request for a zoning map amendment from the “R-3” Residence District with a “PEU” Planned Environmental Unit to the “R-3” Residence District. The petitioner is requesting to repeal the “PEU”.

A Public Hearing was held on December 14, 2020, and there were no issues raised by the Planning Commission pertaining to this petition.

On January 25, 2021 this petition was next brought before the Planning Commission. Planning Commission made a motion to approve PZ 11-2020 The Residences at Hog Hollow (13987 & 14001 Olive Blvd). The motion passed by a vote of 8-1.

On January 27, 2021, the applicant submitted a request to the Planning & Public Works Committee to hold the item until the corresponding zoning petition, P.Z. 12-2020 (R-3 to PUD) can be reviewed at the same Planning & Public Works Committee meeting.

On February 18, 2021, the Planning & Public Works Committee recommended approval by a vote of 4-0.

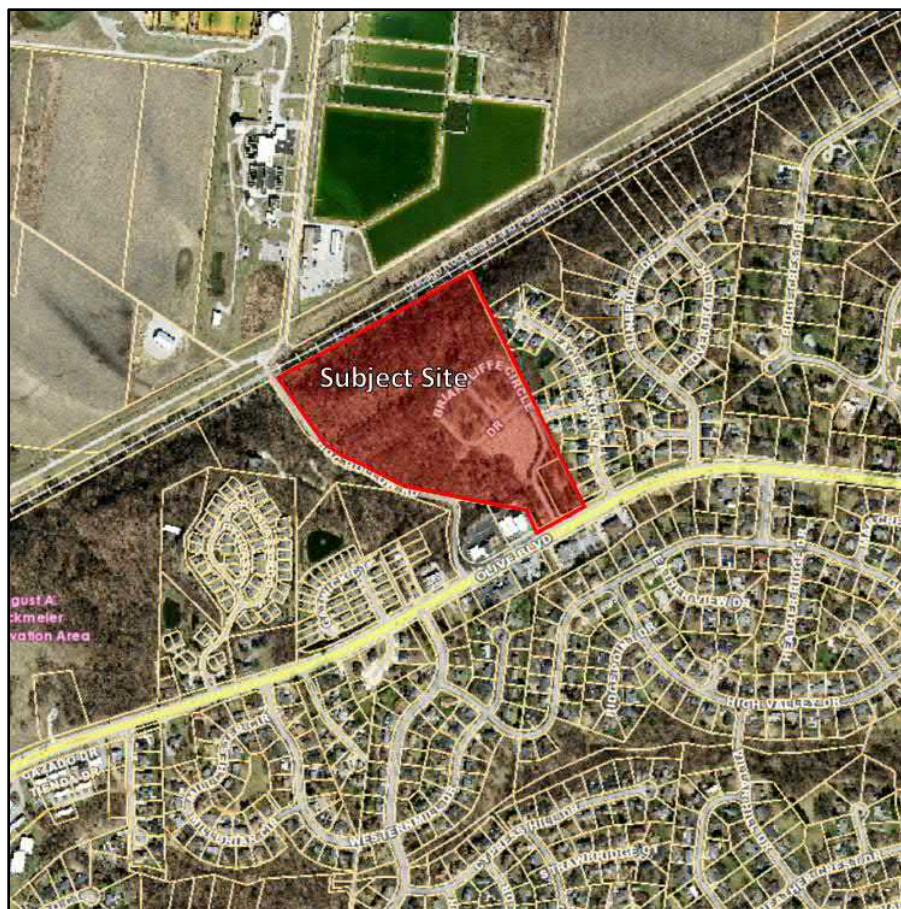


Figure 1: Subject Site Aerial

BILL NO. 3340

ORDINANCE NO.

AN ORDINANCE REPEALING CITY OF CHESTERFIELD ORDINANCE NUMBER 2213 CREATING A PLANNED ENVIRONMENT UNIT PROCEDURE WITHIN AN “R-3” RESIDENCE DISTRICT FOR TWO (2) TRACTS OF LAND TOTALING 29.4 ACRES LOCATED ON OLIVE BOULEVARD (P.Z. 11-2020 THE RESIDENCES AT HOG HOLLOW {13987 & 14001 Olive Blvd} 16R340207 & 16R340151).

WHEREAS, the petitioner, Stock & Associates Consulting Engineers, Inc., has requested a change in zoning from “R-3” Residence District with a “PEU” Planned Environment Unit to “R-3” Residence District for a 29.4 acre tract of land located on the north side of Olive Boulevard; and,

WHEREAS, a Public Hearing was held before the Planning Commission on December 14, 2020; and,

WHEREAS, the Planning Commission, having considered said request, recommended approval of the change of zoning by a vote of 8-1; and,

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

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

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

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing an “R-3” Residence District for a 29.4 acre tract of land located on the north side of Olive Boulevard, described as follows:

TRACTS OF LAND BEING PART OF LOT 11 OF D.J. TALBOTS ESTATE SUBDIVISION, IN U.S. SURVEYS 2030 AND 206, TOWNSHIP 46 NORTH, RANGE 4 EAST, IN ST. LOUIS COUNTY, MISSOURI, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF HOG HOLLOW ROAD, 40 FEET WIDE, AT ITS INTERSECTION WITH THE SOUTH LINE OF U.S. SURVEY 2030; THENCE ALONG THE CENTER LINE OF SAID ROAD, NORTH 45 DEGREES 03 MINUTES 31 SECONDS WEST 86.69 FEET, NORTH 74 DEGREES 44 MINUTES 26 SECONDS WEST 142.55 FEET; THENCE NORTH 47 DEGREES 14 MINUTES 26 SECONDS WEST 211.20 FEET AND NORTH 28 DEGREES 14 MINUTES 26 SECONDS WEST 353.81 FEET TO A POINT; THENCE LEAVING SAID ROAD LINE AND RUNNING NORTH 59 DEGREES 31 MINUTES 48 SECONDS EAST 1,249.07 FEET TO A POINT; THENCE SOUTH 25 DEGREES 49 MINUTES 00 SECONDS EAST 1,460.05 FEET TO A POINT IN THE NORTH LINE OF OLIVE STREET ROAD, 60 FEET WIDE; THENCE ALONG THE NORTH LINE OF OLIVE STREET ROAD SOUTH 61 DEGREES 58 MINUTES 49 SECONDS WEST 294.51 FEET TO A POINT; THENCE NORTH 28 DEGREES 33 MINUTES 00 SECONDS WEST 175.96 FEET TO A POINT IN THE SOUTH LINE OF U.S. SURVEY 2030; THENCE ALONG SAID SURVEY LINE, NORTH 82 DEGREES 32 MINUTES 26 SECONDS WEST 854.19 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,282,091 SQUARE FEET OR 29.433 ACRES MORE OR LESS, ACCORDING TO CALCULATIONS BY STOCK & ASSOCIATES CONSULTING ENGINEERS, INC. ON AUGUST 11, 2004.

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.

Section 3. The City Council, pursuant to the petition filed by Stock & Associates Consulting Engineers, Inc., in P.Z. 11-2020, requesting the amendment embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 14th day of December 2020, 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 _____, 2021.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 03/01/2021

Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: March 1, 2021

RE: **PZ 12-2020 The Residences at Hog Hollow (14001 Olive Blvd):** A request for a change in zoning from R-3 Residence District to PUD Planned Unit Development for a maximum of 100 residential units (16R340151).



Summary

Stock & Associates Consulting Engineers, Inc. has submitted a request for a zoning map amendment from the “R-3” Residence District to the “PUD” Planned Unit Development District.

A Public Hearing was held on December 14, 2020, and there were four (4) issues raised by the Planning Commission pertaining to this petition. The issues raised were as follows:

1. Traffic
2. Amenities
3. 14015 Olive Boulevard
4. Bioretention basin plantings

On January 25, 2021 this petition was next brought before the Planning Commission. An additional issue was raised concerning the location of single-family detached lots and the preference for these lots along the eastern border of the property. Planning Commission did not vote on the item at this meeting.

On February 8, 2021, this petition returned to the Planning Commission. The Narrative Statement was revised to note that proposed Lots 1-10 along the eastern property line be designed as single-family detached residential only; this change was also noted in the revised Draft Attachment A. The Planning Commission recommended approval by a vote of 8-1.

On February 18, 2021, the petition was brought before the Planning & Public Works Committee. The Planning & Public Works Committee recommended approval with the condition that a 20’ useable flat area with picnic benches and/or sitting benches be positioned between the retention basin and buildings A, B, and C.

Attachments: Legislation
Green Sheet
Attachment A

Preliminary Plan
Conceptual Landscape Plan
Tree Stand Delineation



Figure 1: Subject Site Aerial

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN “R-3” RESIDENCE DISTRICT TO A “PUD” PLANNED UNIT DEVELOPMENT FOR A 29.4 ACRE TRACT OF LAND LOCATED ON THE NORTH SIDE OF OLIVE BOULEVARD. (P.Z.- 12-2020 THE RESIDENCES AT HOG HOLLOW {14001 OLIVE BLVD} 16R340151).

WHEREAS, the petitioner, Stock & Associates Consulting Engineers, Inc., has requested a change in zoning from “R-3” Residence District to “PUD” Planned Unit Development for a 29.4 acre tract of land located on the north side of Olive Boulevard; and,

WHEREAS, a Public Hearing was held before the Planning Commission on December 14, 2020; and,

WHEREAS, the Planning Commission, having considered said request, recommended approval of the change of zoning with amendments by a vote of 8-1; and,

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the change of zoning by a vote of 4-0, with the condition that a minimum of 20’ useable flat area with picnic benches and/or sitting benches be positioned between the retention basin and buildings A, B, and C; 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 “PUD” Planned Unit Development for a 29.4 acre tract of land located on the north side of Olive Boulevard, described as follows:

A tract of land in Lot 11 of D.J. Talbot Subdivision in U.S. Survey 2030, according to the plat thereof recorded in Plat Book 7 Page 43 of the St. Louis City (former County) Records and partly in U.S. Survey 206 Township 46 North Range 4 East in St. Louis County, Missouri more particularly described as:

Beginning at a point in the center line of Hog Hollow Road, 40 feet wide, at its intersection with the South line of U.S. Survey 2030; thence along the center line of said road, North 45 degrees 03 minutes 31 seconds West, 86.69 feet; North 74 degrees 44 minutes 26 seconds West, 142.55 feet; North 47 degrees 14 minutes 26 seconds West, 211.20 feet and North 28 degrees 14 minutes 26 seconds West, 356.40 feet and North 07 degrees 12 minutes 34 seconds East, 85.40 feet to the south right-of-way line of the Missouri Central Rail Road Company, 100 feet wide; thence along said right-of-way line the following courses and distances: North 63 degrees 04 minutes 34 seconds East, 699.83 feet to a point of curvature to the left having a radius of 5,787.48 feet, an arc length of 242.07 feet and a chord which bears North 61 degrees 52 minutes 40 seconds East, 242.06 feet and North 60 degrees 40 minutes 46 seconds East, 257.43 feet to its intersection with the northwesterly prolongation of the western line of Eagle Ridge, a subdivision according to the plat thereof as recorded in Plat Book 344, Page 175 of the St. Louis County Records; thence departing said right-of-way line along said prolongation line and the western line of Eagle Ridge, South 25 degrees 49 minutes 00 seconds East, 1,176.10 feet to the northern corner of a tract of land as conveyed to WLF Investments LLC by instrument recorded in Book 21584, Page 1944 of above said records; thence along the northwest line of said WLF Investments LLC tract, South 64 degrees 11 minutes 00 seconds West, 145.90 feet to the western corner thereof; thence South 25 degrees 49 minutes 00 seconds East, 301.42 feet to the northwestern right-of-way line of Olive Boulevard, thence along said right-of-way line, South 61 degrees 59 minutes 00 seconds West, 148.50 feet to the southeastern corner of a tract of land as conveyed to Keymer Realty and Investments, LLC by instrument recorded in Book 21422, page 725 of above said records; thence along the eastern line of said Keymer tract, North 28 degrees 33 minutes 00 seconds West, 173.94 feet to the southeastern tract of land as awarded to Harvey A. and Sandra S. Keymer under Cause No. 09SL-CC023205 filed in the Circuit Court of St. Louis County; thence along the eastern and northern lines of said cause the following courses and distances: North 75 degrees 52 minutes 59 seconds East, 3.20 feet; North 14 degrees 07 minutes 01 seconds West, 10.86 feet; North 30 degrees 56 minutes 43 seconds West, 17.06 feet to the beginning of a non-tangent curve to the left having a radius of 46.59 feet; along said curve with an arc length of 57.24 feet and a chord which bears North 83 degrees 38 minutes 06 seconds West, 53.71 feet and South 61 degrees 11 minutes 37 seconds West, 37.17 feet to the south line of

above said U.S. Survey 2030; thence along said south line, North 82 degrees 32 minutes 26 seconds West, 760.09 feet to the Point of Beginning and Containing 1,281,082 square feet or 29.410 acres more or less according to calculations performed by Stock and Associates Consulting Engineers, Inc. on June 12, 2019.

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 Stock & Associates Consulting Engineers, Inc., in P.Z. 12-2020, requesting the amendment embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 14th day of December, 2020, 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 _____, 2021.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 03/01/2021

GREEN SHEET AMENDMENT

The Planning and Public Works Committee recommended that the following change be made to the Attachment A by a vote of 4-0:

AMENDMENT 1:

Section O. Miscellaneous. Add the following language:

6. A minimum 20' useable flat area with picnic benches and/or sitting benches positioned between the retention basin and buildings A, B, and C shall be provided for this development.

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 Planned Unit Development (PUD) District shall be:
 - a. Dwellings, Single-Family Attached.
 - b. Dwellings, Single-Family Detached.
 - c. Dwellings, Multiple-Family.
2. The above uses in this Planned Unit Development (PUD) District shall be restricted as follows:
 - a. Lots 1-10 shall contain Dwellings, Single-Family Detached only.

B. DENSITY REQUIREMENTS

1. The total number of residential units shall not exceed one hundred (100) units.
2. There shall be no more than forty-eight (48) multiple-family dwelling units.

C. DEVELOPMENT STANDARDS

1. Minimum lot size for this development shall be 7,500 square feet.
2. Maximum height of all structures shall be forty-five (45) feet.
3. Structure setbacks shall be as follows:
 - a. Twenty-five (25) feet from any roadway right-of-way line.
 - b. Six (6) feet from any side property line.
 - c. Ten (10) feet from any rear property line.
4. No building or structure, other than: a freestanding project identification/ornamental entrance monument sign, light standards, retaining walls or flag poles shall be located within the above listed setbacks.

D. PARKING AND LOADING REQUIREMENTS

1. Parking and loading spaces for this development will be as required in the City of Chesterfield Code.
2. No construction related parking shall be permitted within Olive Boulevard right-of-way or any other existing roadways. All construction related parking shall be confined to the development.

E. LANDSCAPE AND TREE REQUIREMENTS

1. The development shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Code.
2. Landscape Buffer requirements:
 - a. A thirty (30) foot Landscape Buffer shall be required along the perimeters of the PUD as identified on the Preliminary Plan attached hereto and marked as Attachment B.
 - b. The required Landscape Buffer shall be outside of any developed lot and shall be dedicated as Common Open Space or Common Ground as identified on the Preliminary Plan.
3. A minimum of thirty percent (30.0%) Common Open Space shall be required for this PUD.
4. A minimum of thirty percent (30.0%) tree preservation shall be required for this PUD.

F. SIGN REQUIREMENTS

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code.
2. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the City of Chesterfield and the St. Louis County Department of Transportation 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

The development shall adhere to the Architectural Review Standards of the City of Chesterfield Code.

I. ACCESS/ACCESS MANAGEMENT

1. There shall be no access to Hog Hollow from this development. Accordingly, there are no required road improvements to Hog Hollow associated with this development.
2. Ingress and egress must conform to the Missouri Department of Transportation's (MoDOT) Access Management Guidelines and must be reviewed and approved by MoDOT. Any changes to the entrance geometrics and drainage design shall be in accordance with MoDOT standards and shall be reviewed and approved by MoDOT.
3. Access to Olive Boulevard (State Highway 340) shall be limited to one (1) street approach. The street approach shall be located as directed by the City of Chesterfield and MoDOT.
4. The nearest edge of any driveway intersecting the entrance street shall be located a minimum of 80 feet from the edge of pavement of Olive Boulevard, as directed by the City of Chesterfield.
5. No direct access to Olive Boulevard (State Highway 340) or to Hog Hollow Road will be permitted from any lot within the subdivision.
6. If adequate sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement and other off-site improvements may be required to provide the required sight distance as required by the City of Chesterfield and the agency in control of the right of way off which the access is proposed.
7. Provide direct right-of-way access to the proposed internal street for 13987 Olive Boulevard.
8. Provide a private fire access connection to Eagle Manor Ct. as shown on the Preliminary Plan.

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Any request to install a gate(s) at the entrance(s) to this development must be approved by the City of Chesterfield. No gate installation will be permitted on public right of way.
2. 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.
3. All roadway and related improvements in each plat or phase of the development shall be constructed prior to issuance of building permits exceeding 60% for that plat or phase. Delays due to utility relocation

and/or adjustment, for which the developer is responsible monetarily, shall not constitute a cause to issue permits in excess of 60%.

4. Provide a 5 foot wide sidewalk, conforming to ADA standards, along the Olive Boulevard frontage of the site as approved and permitted by MoDOT. The sidewalk shall accommodate the extension of the sidewalk eastward to Eagle Manor Lane. The sidewalk may be located within MoDOT right-of-way, if permitted by MoDOT, or within a 6-foot wide sidewalk, maintenance, and utility easement.
5. Provide sidewalks along both sides of internal streets as directed by the City of Chesterfield.
6. Obtain approvals from the City of Chesterfield, MoDOT, and other entities as necessary for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
7. Provide a pedestrian connection along the proposed Fire Access Road from Eagle Manor Court to the proposed internal street.
8. Dedicate a minimum of fifty (50) feet of right-of-way or roadway easement along Hog Hollow Road to the City or the City's designee and/or accept vacation of existing Hog Hollow Road right-of-way and provide roadway easements to the City or the City's designee as directed by the City. New right-of-way or roadway easements shall be centered on the centerline of the existing roadway, with a minimum of 25 feet on either side.
9. Additional right-of-way and road improvements shall be provided, as required by the Missouri Department of Transportation and the City of Chesterfield.
10. Provide an internal pedestrian trail as shown on the Preliminary Plan.

K. POWER OF REVIEW

The development shall adhere to the Power of Review Requirements of the City of Chesterfield Code.

L. 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 an adequate piped system. The adequacy and condition of the existing downstream systems shall be verified and upgraded if necessary.
2. Detention/retention and channel protection measures are to be provided in each watershed as required by the City of Chesterfield and the Metropolitan St. Louis Sewer District. The storm water

management facilities shall be operational prior to paving of any driveways or parking areas in non-residential developments or issuance of building permits exceeding sixty (60%) of the 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 all Site Development Plans.

3. Emergency overflow drainage ways to accommodate runoff from the 100-year storm event shall be provided, as directed by the City of Chesterfield and Metropolitan St. Louis Sewer District.
4. Offsite storm water shall be piped to an adequate natural discharge point. Such bypass systems must be adequately designed.
5. The lowest opening of all structures shall be set at least two (2) feet higher than the one hundred (100) year high water elevation in adjacent detention/retention facilities. Structures shall be set at least 30 feet horizontally from the limits of the one hundred (100) year high water.
6. Locations of site features such as lakes and detention ponds must be approved by the City of Chesterfield and the Metropolitan Saint Louis Sewer District.
7. Grading and stormwater systems shall be designed so as to collect surface water from the rear of the lots on the northern side of the development and the western side of the development (those units tributary to bluffs along the Missouri River valley and the steep slopes above Hog Hollow Road) and convey that surface water to an adequate discharge point where measures will be employed to dissipate energy, attenuate flows, and protect the slopes from degradation. No stormwater from the aforementioned lots shall be allowed to flow to the undisturbed or reconstructed slopes, as directed by the City of Chesterfield.
8. The proposed storm sewer adjacent to Hog Hollow Road shall be designed to ensure there are no negative impacts to the existing roadside drainage swale.

M. SANITARY SEWER

Sanitary sewers shall be as approved by the Metropolitan St. Louis Sewer District and the City of Chesterfield.

N. GEOTECHNICAL REPORT

Prior to Site Development Plan approval, the developer shall provide a geotechnical report, prepared by a registered professional engineer licensed to practice in the State of Missouri, as directed by the City of Chesterfield. 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.

O. MISCELLANEOUS

1. All utilities will be installed underground.
2. Prior to record plat approval, the developer shall cause, at his expense and prior to the recording of any plat, the reestablishment, restoration or appropriate witnessing of all Corners of the United States Public Land Survey located within, or which define or lie upon, the outboundaries of the subject tract in accordance with the Missouri Minimum Standards relating to the preservation and maintenance of the United States Public Land Survey Corners, as necessary.
3. Retaining walls along public right-of-way shall be private and remain private forever and shall be located outside of right-of-way such that they are not necessary to support any public improvements.
4. Prior to final release of subdivision construction deposits, the developer shall provide certification by a registered land surveyor that all monumentation depicted on the record plat has been installed and United States Public Land Survey Corners have not been disturbed during construction activities or that they have been reestablished and the appropriate documents filed with the Missouri Department of Natural Resources Land Survey Program, as necessary.
5. Community amenities, including but not limited to trails, pocket parks, lookout stations, and fitness stations shall be provided for this development as shown on the Preliminary Plan, attached hereto and marked as Attachment B.

II. 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 open space 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 Unified Development Code.
19. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Unified Development 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 and the Missouri Department of Transportation, Metropolitan St. Louis Sewer District (MSD), and St. Louis County Department of Highways and Traffic.
22. Compliance with Sky Exposure Plane.
23. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

III. 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.

IV. 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.

ABBREVIATIONS

ATO	-	ADJUST TO GRADE
B.C.	-	BACK OF CURB
C.O.	-	CLEANOUT
D.B.	-	DEED BOOK
E	-	ELECTRIC
ELEV.	-	ELEVATION
EX.	-	EXISTING
F.C.	-	FACE OF CURB
FL.	-	FLOWLINE
FT.	-	FEET
FND.	-	FOUND
G	-	GRASS
H.W.	-	HIGH WATER
LFB	-	LOW FLOW BLOCKED
M.H.	-	MANHOLE
N/F	-	NOW OR FORMERLY
P.B.	-	PLAT BOOK
P.G.	-	PAGE
PR.	-	PROPOSED
P.V.C.	-	POLYVINYL CHLORIDE PIPE
R.C.P.	-	REINFORCED CONCRETE PIPE
R/W	-	RIGHT-OF-WAY
SQ.	-	SQUARE
T	-	TELEPHONE CABLE
T.B.A.	-	TO BE ABANDONED
T.B.R.	-	TO BE REMOVED
T.B.R.&R.	-	TO BE REMOVED AND REPLACED
T.P.	-	TYPICALLY
U.I.P.	-	USE IN PLACE
U.O.N.	-	UNLESS OTHERWISE NOTED
V.C.P.	-	VITRIFIED CLAY PIPE
W	-	WATER
(86'W)	-	RIGHT-OF-WAY WIDTH

LEGEND

EXISTING SANITARY SEWER	—
EXISTING STORM SEWER	—
EXISTING TREE	—
EXISTING BUILDING	—
EXISTING CONTOUR	—
SPOT ELEVATION	—
EXISTING UTILITIES	—
FOUND 1/2" IRON PIPE	—
SET IRON PIPE	—
FOUND CROSS	—
FOUND STONE	—
FIRE HYDRANT	—
LIGHT STANDARD	—
BUSH	—
SGN	—
NOTES PARKING SPACES	—
GUY WIRE	—
POWER POLE	—
WATER VALVE	—
DENOTES RECORD INFORMATION	—
ACCESSIBLE PARKING	—
PROPOSED CONTOUR	—
PROPOSED SPOT	—
PROPOSED STORM	—
PROPOSED SANITARY	—
PROPOSED SPORT COURT FENCE	—

GENERAL NOTES

- BOUNDARY AND TOPOGRAPHIC SURVEY BY STOCK & ASSOCIATES CONSULTING ENGINEERS, INC.
- ALL UTILITIES SHOWN HAVE BEEN LOCATED BY THE ENGINEER FROM AVAILABLE RECORDS. THEIR LOCATION SHOULD BE CONSIDERED APPROXIMATE. THE CONTRACTOR HAS THE RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES, PRIOR TO CONSTRUCTION, TO HAVE EXISTING UTILITIES FIELD LOCATED.
- NO GRADE SHALL EXCEED 3:1 SLOPE.
- GRADING AND STORM WATER PER M.S.D., MODOT, AND THE CITY OF CHESTERFIELD.
- STORMWATER SHALL BE DISCHARGED AT ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
- ALL UTILITIES WILL BE INSTALLED UNDERGROUND.
- SITE DEVELOPMENT SHALL BE IN ACCORDANCE WITH RECOMMENDATIONS AS OUTLINED IN THE GEOTECHNICAL REPORT AND ALL ITS SUPPLEMENTAL PROVISIONS AND ADDENDUMS.
- A PROVISION FOR COMMON OPEN SPACE SHALL BE PROVIDED IN THE PUD AT A MINIMUM OF THIRTY PERCENT (30%) OF THE TOTAL SITE ACREAGE, TO BE DISTRIBUTED THROUGHOUT THE PUD AND NOT CONCENTRATED IN ONE (1) AREA NOR SHALL IT CONTAIN ONLY THAT PORTION OF THE PROPOSED PUD THAT WOULD BE CONSIDERED UNDEVELOPABLE DUE TO TOPOGRAPHY OR ANY OTHER SITE SPECIFIC RELATED MATTER. ALL COMMON OPEN SPACE AREAS SHALL BE SHOWN ON ALL PRELIMINARY PLANS, SITE DEVELOPMENT PLANS, SITE DEVELOPMENT CONCEPT PLANS, SITE DEVELOPMENT SECTION PLANS, AND RECORD PLATS AND SHALL BE PRESERVED AND DEED RESTRICTED AS COMMON OPEN SPACE.

STANDARD NOTES

- ALL PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED TO CITY OF CHESTERFIELD AND/OR MODOT STANDARDS.
- NO SLOPES WITHIN CITY OF CHESTERFIELD AND/OR MODOT RIGHT-OF-WAY SHALL EXCEED 3 (HORIZONTAL) TO 1 (VERTICAL).
- STORM WATER SHALL BE DISCHARGED AT AN ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
- ALL PROPOSED ACCESS TO MODOT ROADS SHALL MEET MINIMUM MODOT SIGHT DISTANCE REQUIREMENTS.
- ALL GRADING AND DRAINAGE SHALL BE IN CONFORMANCE WITH CITY OF CHESTERFIELD, MODOT, AND MSD STANDARDS.

DENSITY CALCULATIONS:

TOTAL SITE: 1,281,082 S.F.
 CONDO (12 UNITS EA): 116,365 S.F.
 RIGHT-OF-WAY (R.O.W.): 116,365 S.F.
 R3 LOT SIZE: 10,000 S.F.
 DENSITY: (1,281,082 S.F.) / (10,000 S.F.) = 128 LOTS

PARKING CALCULATIONS

REQUIRED PARKING:	
MULTI-FAMILY 3-STORY CONDO (12 UNITS EA):	1.75 SPACE PER UNIT
TOTAL = 48 CONDOMINIUMS	(1.75 x 48 CONDOMINIUMS = 84 SPACES)
TOTAL PERMITTED (MINIMUM):	84 SPACES
PROVIDED TOTAL SPACES:	84 SHARED SPACES w/16 ACCESSIBLE (4 PER BUILDING)
SINGLE FAMILY LOTS (60'x125' = 7,500 SF) = 52	
TOTAL UNITS = 100	

ST. LOUIS COUNTY BENCHMARK

BM 7-16 - ELEV. 630.22 NGVD 1929 (U.S.G.S.)
 10' ON THE BACK OF CURB OF EAST BOUND OLIVE BLVD. ON THE CENTERLINE PRODUCED OF EAGLE MANOR LANE.

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC. AND THE UNDERGROUND ENGINEER HAVE NO RESPONSIBILITY FOR SERVICES PROVIDED BY OTHERS TO IMPLEMENT THE IMPROVEMENTS SHOWN ON THIS PLAN AND ALL OTHER DRAWINGS WHERE THE UNDERGROUND ENGINEER'S SEAL APPEARS. THE CONSTRUCTION MEANS AND METHODS ARE THE SOLE RESPONSIBILITY OF THE OWNER AND CONTRACTOR. STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC. HAS NO RESPONSIBILITY TO VERIFY FINAL IMPROVEMENTS AS SHOWN ON THIS PLAN UNLESS SPECIFICALLY ENGAGED AND AUTHORIZED TO DO SO BY THE OWNER OR CONTRACTOR.

PREPARED FOR:

CHESTERFIELD MANAGEMENT ASSOCIATES LP
 26 PORTLAND PLACE
 ST. LOUIS, MO 63017
 ATTN: ADELE DAAKE
 PHONE: (513) 461-3291
 FAX: (314) 367-1206

CONTRACTOR'S INSURANCE REQUIREMENTS

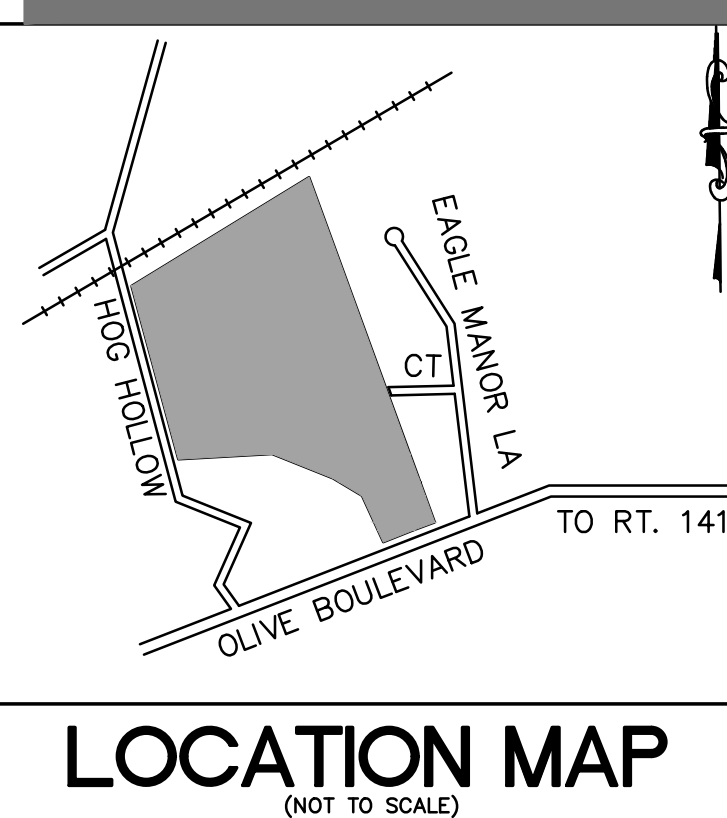
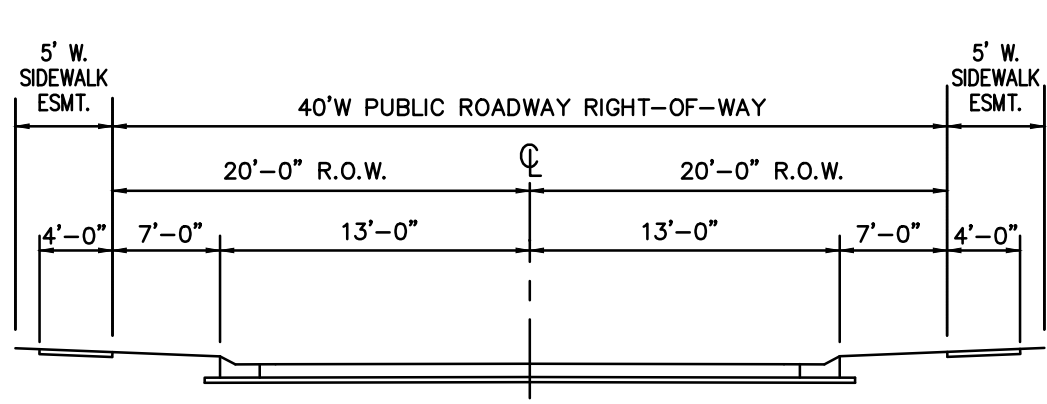
PRIOR TO OBTAINING A CONSTRUCTION PERMIT FROM THE METROPOLITAN ST. LOUIS SEWER DISTRICT, THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE THE DISTRICT WITH A COPY OF AN EXECUTED CERTIFICATE OF INSURANCE INDICATING THAT THE PERMITTEE HAS OBTAINED AND WILL CONTINUE TO CARRY COMMERCIAL GENERAL LIABILITY AND COMPREHENSIVE AUTO LIABILITY INSURANCE. THE REQUIREMENTS AND LIMITS SHALL BE AS STATED IN THE "RULES AND REGULATIONS AND ENGINEERING DESIGN REQUIREMENTS FOR SANITARY AND STORMWATER DRAINAGE FACILITY", SECTION 10.080 (ADDENDUM).

UTILITY NOTE
 UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION, AND, THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS. THE UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319 RSMo.

PRELIMINARY PLAN FOR THE RESIDENCES AT HOG HOLLOW, R-3 WITH P.U.D. A TRACT OF LAND BEING IN LOT 11 OF D.J. TALBOT SUBDIVISION IN IN U.S. SURVEY 2030 AS RECORDED IN PLAT BOOK 7 PAGE 43, TOWNSHIP 46 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

INDEX of SHEETS

- PRELIMINARY PLAN
- SITE SECTIONS

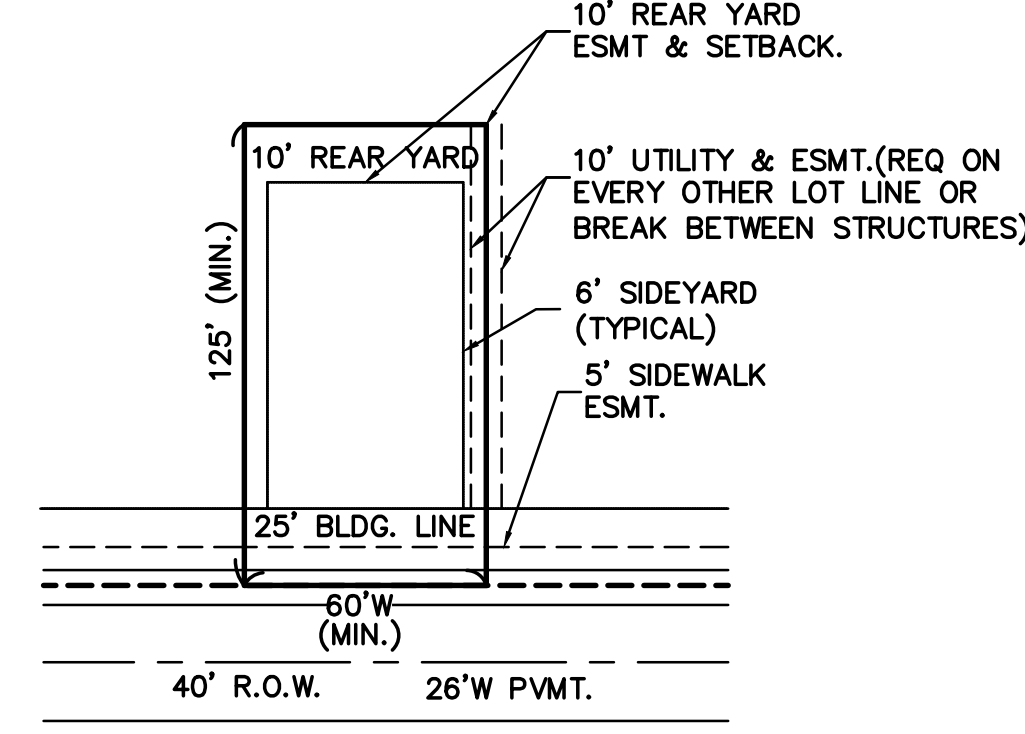


ATTACHMENT B

PROPERTY DESCRIPTION

A TRACT OF LAND IN LOT 11 OF D.J. TALBOT SUBDIVISION IN U.S. SURVEY 2030, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 7 PAGE 43 OF THE ST. LOUIS CITY (FORMER COUNTY) RECORDS AND PARTLY IN U.S. SURVEY 206 TOWNSHIP 46 NORTH RANGE 4 EAST IN ST. LOUIS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT IN THE CENTER LINE OF HOG HOLLOW ROAD, 40 FEET WIDE, AT ITS INTERSECTION WITH THE SOUTH LINE OF U.S. SURVEY 2030; THENCE ALONG THE CENTER LINE OF SAID ROAD, NORTH 45 DEGREES 03 MINUTES 31 SECONDS WEST, 86.89 FEET; NORTH 74 DEGREES 44 MINUTES 26 SECONDS WEST, 142.55 FEET; NORTH 47 DEGREES 14 MINUTES 26 SECONDS WEST, 211.20 FEET; AND NORTH 28 DEGREES 14 MINUTES 26 SECONDS WEST, 356.40 FEET AND NORTH 07 DEGREES 12 MINUTES 24 SECONDS EAST, 85.40 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE MISSOURI CENTRAL RAILROAD COMPANY, 100 FEET WIDE; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 63 DEGREES 04 MINUTES 34 SECONDS EAST, 699.83 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 5,787.48 FEET, AN ARC LENGTH OF 242.07 FEET AND A CHORD WHICH BEARS NORTH 61 DEGREES 52 MINUTES 40 SECONDS EAST, 242.06 FEET AND NORTH 60 DEGREES 40 MINUTES 46 SECONDS EAST, 257.43 FEET TO ITS INTERSECTION WITH THE NORTHWESTERLY PROLONGATION OF THE WESTERN LINE OF EAGLE RIDGE, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 344, PAGE 175 OF THE ST. LOUIS COUNTY RECORDS; THENCE DEPARTING SAID RIGHT-OF-WAY LINE ALONG SAID PROLONGATION LINE AND THE WESTERN LINE OF EAGLE RIDGE, SOUTH 25 DEGREES 49 MINUTES 00 SECONDS EAST, 1,176.10 FEET TO THE NORTHERN CORNER OF A TRACT OF LAND AS CONVEYED TO WLF INVESTMENTS LLC BY INSTRUMENT RECORDED IN BOOK 21584, PAGE 1944 OF ABOVE SAID RECORDS; THENCE ALONG THE NORTHWEST LINE OF SAID WLF INVESTMENTS LLC TRACT, SOUTH 64 DEGREES 11 MINUTES 00 SECONDS WEST, 145.60 FEET TO THE WESTERN CORNER THEREOF; THENCE SOUTH 25 DEGREES 49 MINUTES 00 SECONDS EAST, 301.42 FEET TO THE NORTHWESTERN RIGHT-OF-WAY LINE OF OLIVE BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 61 DEGREES 59 MINUTES 00 SECONDS WEST, 148.50 FEET TO THE SOUTHEASTERN CORNER OF A TRACT OF LAND AS CONVEYED TO KEYMER REALTY AND INVESTMENTS, LLC BY INSTRUMENT RECORDED IN BOOK 21422, PAGE 725 OF ABOVE SAID RECORDS; THENCE ALONG THE EASTERN LINE OF SAID KEYMER TRACT, NORTH 28 DEGREES 33 MINUTES 00 SECONDS WEST, 173.84 FEET TO THE SOUTHEASTERN TRACT OF LAND AS AWARDED TO HARVEY A. AND SANDRA S. KEYMER UNDER CAUSE NO. 08SL-02023005 FILED IN THE CIRCUIT COURT OF ST. LOUIS COUNTY; THENCE ALONG THE EAST AND NORTHERN LINES OF SAID CAUSE THE FOLLOWING COURSES AND DISTANCES: NORTH 75 DEGREES 52 MINUTES 59 SECONDS EAST, 3.20 FEET; NORTH 14 DEGREES 07 MINUTES 01 SECONDS WEST, 10.86 FEET; NORTH 30 DEGREES 56 SECONDS WEST, 17.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 46.59 FEET; ALONG SAID CURVE WITH AN ARC LENGTH OF 57.24 FEET AND A CHORD WHICH BEARS NORTH 83 DEGREES 02 SECONDS WEST, 53.71 FEET AND SOUTH 81 DEGREES 11 MINUTES 37 SECONDS WEST, 37.17 FEET TO THE SOUTH LINE OF ABOVE SAID U.S. SURVEY 2030; THENCE ALONG SAID SOUTH LINE, NORTH 82 DEGREES 32 MINUTES 26 SECONDS WEST, 760.09 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,281,082 SQUARE FEET OR 29.410 ACRES MORE OR LESS ACCORDING TO CALCULATIONS PERFORMED BY STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC. ON JUNE 12, 2019.



TYPICAL LOT - 7,500 SF. (MIN.)

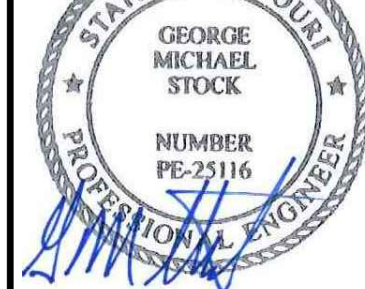
POSSIBLE POCKET PARK AMENITIES



PRELIMINARY PLAN FOR: THE RESIDENCES AT HOG HOLLOW, R-3 WITH P.U.D. PREVIOUSLY KNOWN AS BRIARCLIFFE VILLAS

14001 OLIVE BLVD
 CHESTERFIELD, MO 63017

DATE: 1/12/21



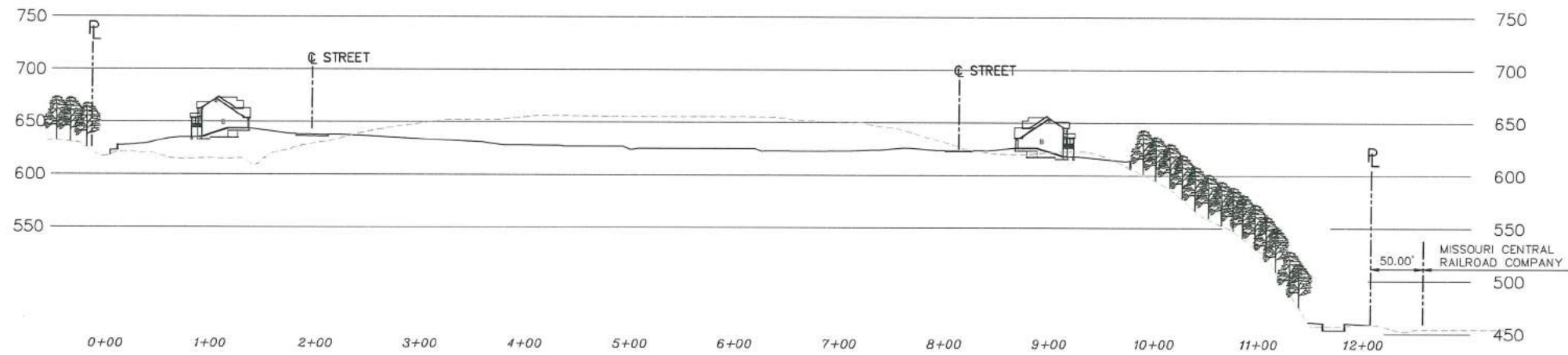
REVISIONS:

- 11-25-2020 REV PER CITY COMMENTS 11-17-2020
- 01-12-2021 REV PER CITY ADDED THREE LANE ENT. REVISED SETBACKS

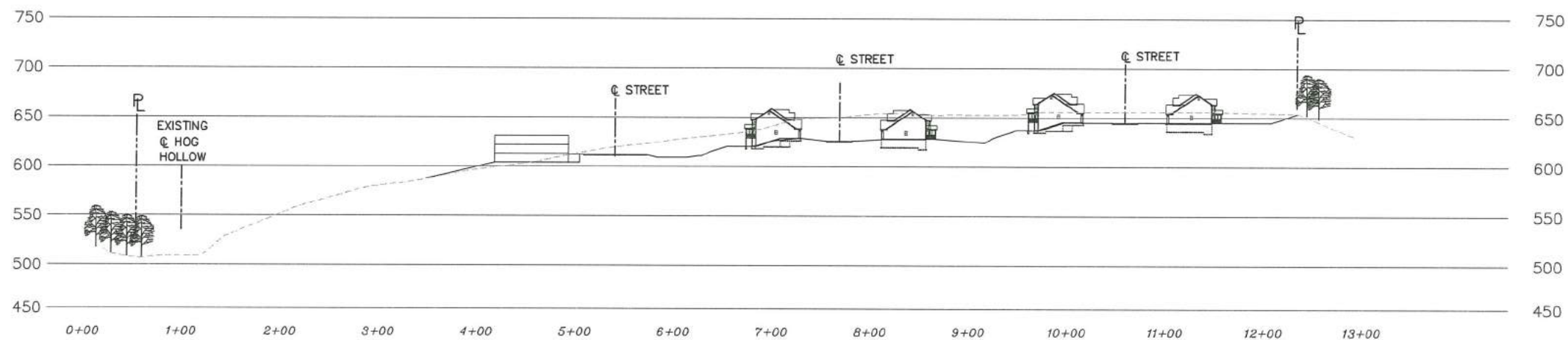
DRAWN BY:	C.H.H.	CHECKED BY:	J.M.S.
DATE:	10/30/20	JOB NO.:	219-6588
REV. #:	19MSD-0	BASE MAP:	16R
S.L.C. HAT #:	0	HAT S.U.P. #:	0
MDNR. #:	MORA		
SHEET TITLE:			

PRELIMINARY PLAN

SHEET NO.:
 C1.0



SECTION A-A
SCALE: HORIZ. 1"=50'
VERT. 1"=50'



SECTION B-B
SCALE: HORIZ. 1"=50'
VERT. 1"=50'

207 Chesterfield Business Parkway
Chesterfield, MO 63017
PH: (636) 538-0800
FAX: (636) 538-0800
e-mail: general@stockandassociates.com
Web: www.stockandassociates.com

STOCK & ASSOCIATES
Consulting Engineers, Inc.

PREPARED BY:

PRELIMINARY PLAN FOR:
THE RESIDENCES AT HOG HOLLOW, R-3 WITH P.U.D.
PREVIOUSLY KNOWN AS BRIARCLIFFE VILLAS
14001 OLIVE BLVD
CHESTERFIELD, MO 63017



DATE: 1/15/21

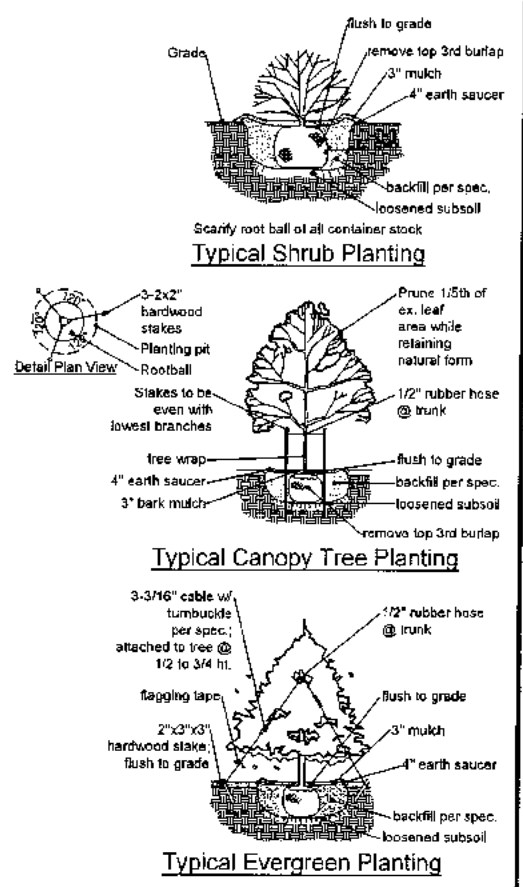
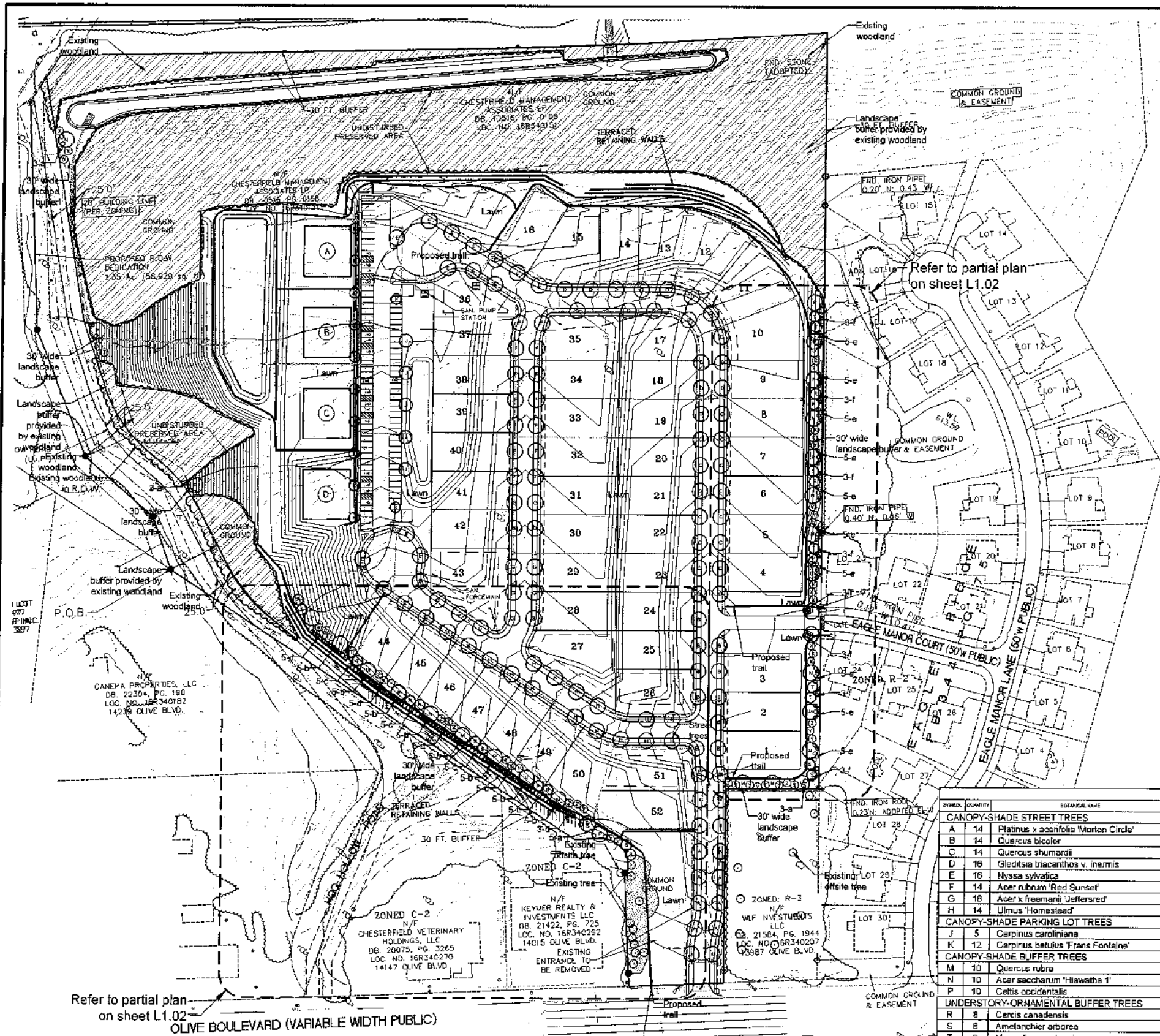
REVISIONS:

1. 11-20-2020 REV PER CITY COMMENTS 11-17-2020

2. 01-12-2021 REV PER CITY ADDED THREE LANE EXT. REVISED SETBACKS

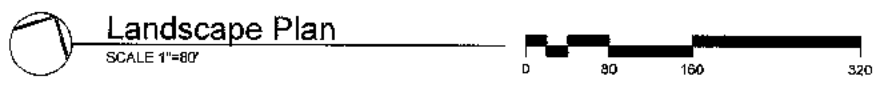
DRAWN BY: C.A.M.
CHECKED BY: C.M.S.
DATE: 10/30/20
JOB NO.: 219-0368
SHEET: 1 OF 1
SCALE: 1"=50'
SHEET TITLE: SITE SECTIONS

SHEET NO.: C2.0



- Notes:
1. All street trees will be located at least 3' from proposed curb.
 2. All street trees will be located at least 10' from all hydrants and storm sewer structures.
 3. Mulch to be double ground bark mulch.
 4. All lawn areas to be seeded.
 5. All 3:1 or steeper slopes shall be seeded and have erosion control blanket.
 6. Topsoil in all disturbed lawn areas at 6" depth.
 7. Soil mix in all shrub beds at 8" depth.
 8. All landscaped areas, including islands, shall be provided with mechanical, in-ground irrigation system per the City of Chesterfield requirements. Contractor to provide design-build drawings for review by Landscape Architect.
 9. A minimum of thirty percent (30%) of the (proposed) trees must be of a species with a slow or medium growth rate.
 10. A variety of tree species within each category of deciduous, evergreen, and ornamental trees must be utilized with each of the three (3) categories providing a minimum of twenty percent (20%) of the total trees to be planted. No more than twenty percent (20%) of the trees selected shall be from the same species. For projects that require only street trees, no one species shall comprise more than twenty percent (20%) of the total trees to be planted. The canopy street tree species variety is shown as a separate percentage category within the Planting Schedule.

PLANTING SCHEDULE									
SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	PLT. GROWTH RATE	SLIGHTLY EXCEEDS NATURAL HEIGHT	SPECIES	PERCENT
CANOPY SHADE STREET TREES									
A	14	Platanus x acerifolia 'Marion Circle'	Exclamation! London Planetree	2.5" cal	B&B	Large/Fast	45+	11.9%	
B	14	Quercus bicolor	Swamp White Oak	2.5" cal	B&B	Lg/Medium	5.9 %	45+	11.9%
C	14	Quercus shumardii	Shumard Oak	2.5" cal	B&B	Lg/Med-Fast	45+	11.9%	
D	19	Gleditsia triacanthos v. inermis	Honeylocust (thornless)	2.5" cal	B&B	Large/Fast	45+	13.6%	
E	16	Nyssa sylvatica	Blackgum	2.5" cal	B&B	Large/Slow	6.8 %	50	13.5%
F	14	Acer rubrum 'Red Sunset'	Red Sunset Maple	2.5" cal	B&B	Large/Fast	45	11.9%	
G	18	Acer x freemanii 'Jeffersred'	Autumn Blaze Maple	2.5" cal	B&B	Large/Fast	50	13.5%	
H	14	Ulmus 'Homestead'	Homestead Elm	2.5" cal	B&B	Lg/Med-Fast	55	11.9%	
									Total 100%
CANOPY SHADE PARKING LOT TREES									
J	5	Carpinus caroliniana	American Hornbeam	2.5" cal	B&B	Sm/Slow-M	2.1 %	35	4.2%
K	12	Carpinus betulus 'Frans Fontaine'	Frans Fontaine Hornbeam	2.5" cal	B&B	Med/Slow-M	5.1 %	35	10.1%
CANOPY SHADE BUFFER TREES									
M	10	Quercus rubra	Red Oak	2.5" cal	B&B	Lg/Med-Fast	45+	8.4%	
N	10	Acer saccharum 'Hiawatha 1'	Oregon Trail Sugar Maple	2.5" cal	B&B	Lg/Slow-Med	4.2 %	45	8.4%
P	10	Celtis occidentalis	Hackberry	2.5" cal	B&B	Lg/Med-Fast	45	8.4%	
									Subtotal 40%
UNDERSTORY-ORNAMENTAL BUFFER TREES									
R	8	Cercis canadensis	Redbud	2.5" cal	B&B	Medium/Fast	30	6.7%	
S	8	Amelanchier arborea	Serviceberry	2.5" cal	B&B	Med/Slow-M	3.4 %	30	6.7%
T	8	Magnolia x soulangeana	Saucer Magnolia	2.5" cal	B&B	Med/Slow-M	3.4 %	30	6.7%
									Subtotal 20%
EVERGREEN BUFFER TREES									
X	16	Thuja 'Green Giant'	Green Giant Arborvitae	8" ht	B&B	Large/Fast	60	13.4%	
Y	16	Picea abies	Norway Spruce	8" ht	B&B	Large/Fast	60	13.4%	
Z	16	Picea pungens	Colorado Blue Spruce	8" ht	B&B	Lg/Slow-Med	6.8 %	60	13.4%
									Subtotal 40%
SHRUBS									
a	20	Hamamelis vernalis	Ozark Witchhazel	24"	Cont.				
b	40	Viburnum rhytidophyllum	Leatherleaf Viburnum	24"	Cont.				
c	20	Viburnum dentatum	Arrowwood Viburnum	24"	Cont.				
d	23	Viburnum carlesii	Koreanspice Viburnum	24"	Cont.				
e	50	Ilex x meserveae 'Blue Prince/Blue Princess'	Blue Prince/Blue Princess Holly (1:9 ratio)	24"	Cont.				
f	24	Miscanthus sinensis 'Gracillimus'	Maidengrass	3 gal.	Cont.				
									Total 100%



Jerald Saunders - Landscape Architect
MD License # LA-007

11/24/20

The Residences at Hog Hollow

R-3 with P.U.D.

14001 Olive Boulevard
Chesterfield, Missouri

Revisions:

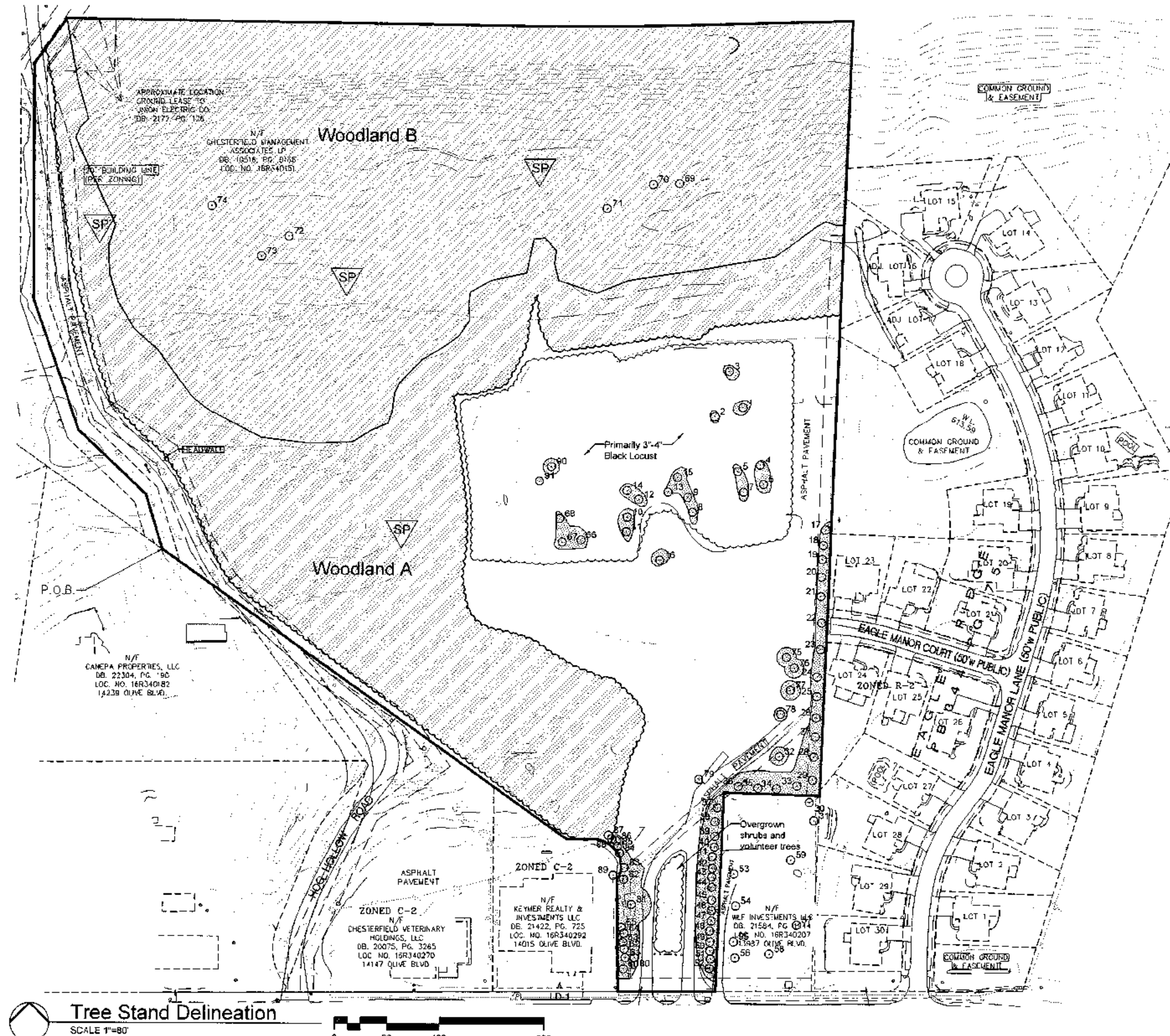
Date	Description	No.
11/24/20	City Comments	1

LOOMIS ASSOCIATES
landscape architects + planners
7199 park drive, chesterfield, missouri 63005
t: 636-536-5566
www.loomisassociates.com

Drawn: KP
Checked: RS

Sheet Title: Landscape Plan
Sheet No: L1.01

Date: 10/30/20
Job #: 813.080



Tree Stand Delineation
SCALE 1"=80'

- Legend:**
- Existing Individual Trees/ Monarch Trees
 - Location of Sample Plots
 - Woodland Delineation

Zoning Designation:
Present Zoning: R-2, CUP

Total Site Area: 29.41 acres

Floodplain Number:
Area is outside of 500-year floodplain
Fema Map # = 28189C0145

Woodland Data								
Woodland	Forest Type	Area (sq.ft.)	Dominant and Co-dominant Species	Density (Trees/acre)	Average Diameter	Average Overstory Diameter	Frequency of Occurrence for Dominant Species	Understory Species
A	Successional/Edge	311,265.00	Black locust / Cottonwood / Sycamore / Hackberry	110	2.5"	10"	60 / 10 / 10 / 5	Black Cherry / American Elm / Boxelder / Honeylocust
B	Mixed Hardwoods	489,984.00	Green Ash / Red Oak / Sugar Maple / Walnut	80	4"	12"	20 / 20 / 20 / 10	Sugar Maple / Pinelawn

TREE NOTES:

A) Woodland A is primarily composed of successional species such as black locust and cottonwood. This area has the most potential for disturbance due to the close proximity to Olive Blvd. and Hog Hollow Road.

B) Trees especially valuable to the site are those located along the north facing slope. This woodland is comprised of a mixture of high quality hardwoods.

WOODLAND = 854,425 sq.ft.
INDIVIDUAL TREES = 41,055 sq.ft.
TOTAL SQ.FT. OF EXISTING CANOPY = 895,480 sq.ft.

Tree Inventory				
Tree #	Species	Inches	Rating	Comments
1	Common Apple	12	Fair	
2	Sweetgum	24	Good	
3	Sweetgum	20	Good	
4	Sweetgum	20	Good	
5	Sweetgum	23	Good	
6	Sweetgum	22	Good	
7	Sweetgum	22	Good	
8	Crabapple	10	Poor	
9	Crabapple	9	Poor	
10	Crabapple	12	Poor	
11	Crabapple	12	Poor	
12	Bradford Pear	14	Good	
13	Bradford Pear	13	Good	
14	Alder	22	Fair	
15	Alder	21	Excellent	
16	Crabapple	12	Poor	
17	Oak, Pin	18	Poor	Under Wires
18	Oak, Pin	28	Poor	Under Wires
19	Oak, Pin	28	Poor	Under Wires
20	Oak, Pin	32	Fair	Monarch
21	Oak, Pin	30	Fair	Monarch
22	Oak, Pin	26	Fair	Monarch
23	Oak, Pin	30	Fair	Monarch
24	Oak, Pin	29	Poor	
25	Oak, Pin	30	Fair	Monarch
26	Oak, Pin	30	Fair	Monarch
27	Oak, Pin	30	Poor	
28	Oak, Pin	30	Fair	Monarch
29	Oak, Pin	32	Good	Monarch
30	Maple, Silver	36	Fair	Offsite; Monarch
31	Maple, Silver	36	Fair	Offsite; Monarch
32	Pine, Austrian	15	Poor	
33	Oak, Pin	26	Poor	
34	Oak, Pin	38	Poor	
35	Oak, Pin	38	Fair	Hazard
36	Oak, Pin	36	Good	Monarch
37	Pine, White	18	Good	Monarch
38	Pine, White	24	Excellent	
39	Mulberry	24	Poor	
40	Pine, White	24	Good	Monarch
41	Pine, White	15	Excellent	
42	Pine, White	18	Excellent	
43	Pine, White	18	Fair	
44	Pine, White	20	Good	
45	Pine, White	18	Good	
46	Pine, White	26	Good	Monarch
47	Pine, White	24	Good	Monarch
48	Pine, White	28	Good	Monarch
49	Pine, White	18	Good	
50	Pine, White	28	Excellent	Monarch
51	Pine, White	13	Fair	
52	Pine, White	28	Excellent	Monarch
53	Pecan	38	Excellent	Offsite; Monarch
54	Maple, Sugar	26	Excellent	Offsite
55	Maple, Sugar	32	Good	Offsite; Monarch
56	Spruce, Colorado	16	Good	Offsite
57	Spruce, Colorado	20	Good	Offsite
58	Oak, Pin	36	Fair	Offsite; Disease
59	Tuliptree	26	Good	Offsite
60	Pine, White	22	Fair	30' canopy size
61	Pine, White	18	Fair	30' canopy size
62	Pine, White	14	Fair	20' canopy size
63	Pine, White	18	Fair	20' canopy size
64	Pine, White	18	Fair	20' canopy size
65	Pine, White	24	Fair	20' canopy size; Utility pruning
66	Sweetgum	18	Good	
67	Sweetgum	20	Good	
68	Sweetgum	20	Good	
69	Black Oak	26	Good	Monarch
70	Red Oak	28	Fair	Monarch
71	Red Oak	24	Good	Monarch
72	Chinkapin Oak	28	Good	Monarch
73	Chinkapin Oak	24	Good	Monarch
74	American Elm	26	Good	Monarch
75	Linden	14	Fair	30' canopy size
76	Linden	14	Fair	30' canopy size
77	Silver Maple	14	Good	30' canopy size
78	Linden	12	Fair	20' canopy size
79	Boxelder	7	Poor	12' canopy size
80	Pine, White	24	Fair	20' canopy size
81	Silver Maple	28	Fair	60' canopy size
82	Pine, White	6	Fair	22' canopy size
83	Pine, White	18	Fair	25' canopy size
84	Pine, White	15	Poor	20' canopy size
85	Pine, White	16	Poor	16' canopy size
86	Pine, White	16	Poor	Twirl
87	Silver Maple	20	Poor	Dead; Twirl
88	Silver Maple	36	Fair	60' canopy size
89	Silver Maple	24	Fair	Offsite; 40' canopy size; Utilities
90	Cottonwood	26	Poor	
91	Cottonwood	12	Poor	

Tree Stand Delineation based on plans prepared by SKA Forestry and Associates and Loomis Associates in September 2005

Tree Stand Delineation Prepared under the direction of: Brian Sage
Certified Arborist MWA-5033A

Jerold Saunders - Landscape Architect
MO License # LA-007

LOCATION MAP

The Residences at Hog Hollow

R-3 with P.U.D.

14001 Olive Boulevard
Chesterfield, Missouri

Revisions:

Date	Description	No.
11/24/20	City Comments	1

Drawn: KP
Checked: RS

LOOMIS ASSOCIATES
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t: 636.936.5000
www.loomis-associates.com

Loomis Associates Inc.
Missouri State Certificate of Authority # LAC 40000193

Sheet Title: Tree Stand Delineation

Sheet No: TSD

Date: 8/13/19
Job #: 813.080

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember McGuinness

Vice-Chair: Councilmember Moore

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

NEXT MEETING

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

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

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember Ohley

Vice Chair: Councilmember Moore

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

NEXT MEETING

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

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

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember Keathley

Vice Chair: Councilmember DeCampi

The Public Health and Safety Committee met on Wednesday, 2/24/2021.

Unfortunately, that is too late to incorporate any items from that committee onto the current agenda. Action items, if any, coming from that specific meeting will be on the next City Council meeting. As such, there are no Public Health and Safety Committee action items scheduled on the agenda for this meeting.

NEXT MEETING

The Public Health and Safety Committee met on Wednesday 2/24/2021, at 5:30 pm, after the compilation of this meeting's agenda packet. The next meeting of the Public Health and Safety Committee has not yet been scheduled.

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

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

Bid Recommendation - 2020 Accessible Sidewalk Ramp Improvement Project - Recommendation to accept the low bid, as submitted by Spencer Contracting, in the amount of \$60,443, with a funding authorization in an amount not to exceed \$62,306. This entire project will be funded through the Community Development Block Grant Program, and there will be no cost to the City of Chesterfield. Please note that this is considered a 2020 project, but the funding from St. Louis County only recently became available. Therefore, construction will occur in 2021 - **(Roll Call Vote) Department of Public Works recommends approval.**

Bid Recommendation - 2021 Selective Slab Replacement Project A- Recommendation to accept the low bid, as submitted by Amcon Municipal Concrete, and to authorize the City Administrator to enter into an Agreement with Amcon Municipal Concrete in an amount not to exceed \$2,075,000. This project is budgeted within Account 120-079-5490 of the Capital Projects Fund. Please note that the recommended allocation for Project A and Project B in aggregate matches the budgeted amount of \$2,700,000 - **(Roll Call Vote) Department of Public Works recommends approval.**

Bid Recommendation - 2021 Selective Slab Replacement Project B- Recommendation to accept the low bid, as submitted by Raineri Construction, and to authorize the City Administrator to enter into an Agreement with Raineri Construction in an amount not to exceed \$625,000. This project is budgeted within Account 120-079-5490 of the Capital Projects Fund. Please note that the recommended allocation for Project A and Project B in aggregate matches the budgeted amount of \$2,700,000 - **(Roll Call Vote) Department of Public Works recommends approval.**

OTHER LEGISLATION

There are no "Other Legislation" action items scheduled on the agenda for this meeting.

Memorandum

Department of Public Works



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

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

DATE: February 19, 2021

RE: 2020 Accessible Sidewalk Ramp Improvement Project

On February 16, 2021 the Department of Public Works publicly opened bids for the 2020 Accessible Sidewalk Ramp Improvement Project. Four bids were received, as detailed in the attached memorandum from Project Manager Matt Dooley. The lowest bid, including both alternates, was submitted by Spencer Contracting. Spencer has not worked for the City of Chesterfield in the past, but they have submitted references who has confirmed that they can perform this type of work effectively. This year a total of 20 sidewalk ramp improvements will be constructed in the Wildhorse Springs and Woodcliffe Place subdivisions.

The City's annual sidewalk ramp improvement projects are funded through the Community Development Block Grant (CDBG) program administered by St. Louis County. In 2020 the City of Chesterfield was eligible for \$62,306 in CDBG funding. While there are a number of ways a city can use CDBG funds, we believe the sidewalk ramp improvement program is the most appropriate, as it not only benefits many residents, but it allows the City of Chesterfield to work toward compliance with the Americans with Disabilities Act.

I recommend acceptance of the low bid, as submitted by Spencer Contracting, in the amount of \$60,443, with a funding authorization in an amount not to exceed \$62,306. This will allow construction of the Base Bid, two alternates, and a contingency should change orders become necessary. This entire project will be funded through the CDBG Program, and there will be no cost to the City of Chesterfield. Please note that this is considered a 2020 project, but the funding from St. Louis County only recently became available. Therefore, construction will occur in 2021.

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

MEMORANDUM



DATE: February 17, 2021

TO: James Eckrich, Public Works Director

FROM: Matt Dooley, Project Manager *(Signature)*

SUBJECT: 2020 Accessible Ramp Improvements **(2020-PW-02)**

As you are aware, each year the City of Chesterfield is eligible for Community Development Block Grant funding through St. Louis County. While there are a number of eligible uses for CDBG funds, the City of Chesterfield has elected to utilize these funds to reconstruct sidewalk ramps to meet the standards defined within the Americans with Disabilities Act (ADA). This year the total funding available to the City of Chesterfield, through the CDBG program, is \$62,305.84. No local match is required.

City Staff typically defines a scope of work based upon the number of ramps we believe can be constructed based upon the amount of funding we believe will be available. This is referred to as the Base Bid. Should additional funding become available, we also create "Alternates" which allow us to increase the scope of the project if the bids received are favorable. In this case the Base Bid and all alternates are located within the Wildhorse Springs and Woodcliffe Place subdivisions.

On February 16, 2021, the City of Chesterfield publicly opened bids for the above-described CDBG sidewalk ramp project. A summary of those bids is as follows:

Contractor	Base Bid	Alt#1	Alt#2	Total Bid
Spencer Contracting	\$ 40,594.50	\$ 8,672.00	\$ 11,176.50	\$ 60,443.00
Raineri Construction	\$ 38,764.00	\$ 10,652.00	\$ 13,624.00	\$ 63,040.00
Pavement Solutions	\$ 42,486.23	\$ 11,931.18	\$ 12,268.70	\$ 66,686.11
Lamke Trenching	\$ 47,414.00	\$ 11,523.00	\$ 14,399.00	\$ 73,336.00

Based upon the bids received, the City of Chesterfield can construct the Base Bid and all Alternates, at an estimated cost of \$ 60,443.00. The low bidder for this scope, Spencer Contracting, has not performed work for the City in the past, but has submitted references that confirm they will be able to fulfill this contract. Accordingly, we recommend acceptance of the low total bid of \$60,443.00 submitted by Spencer Contracting and request authorization of work up to the amount of the available funding, \$62,305.84. The above contract amount covers the Base Bid, all Alternates, and a small contingency.

Should you require additional information, please advise.

cc: 2020-PW-02 File



BID TABULATION
2020 ACCESSIBLE RAMP IMPROVEMENTS
2020-PW-02
February 16, 2021

ITEM #	DESCRIPTION	UNITS	QTY	ENGINEER'S ESTIMATE		RAINERI CONSTRUCTION		SPENCER CONTRACTING		PAVEMENT SOLUTIONS		LAMKE TRENCHING & EXCAVATING	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Remove Sidewalk	Sq. Ft.	2207	\$4.50	\$9,931.50	\$2.00	\$4,414.00	\$5.00	\$11,035.00	\$3.75	\$8,276.25	\$3.00	\$6,621.00
2	Replace / Install 4" Sidewalk	Sq. Ft.	2318	\$10.00	\$23,180.00	\$12.50	\$28,975.00	\$9.00	\$20,862.00	\$9.21	\$21,348.78	\$13.50	\$31,293.00
3	Remove and Replace P.C.C. Pavement	Sq. Yd.	30	\$125.00	\$3,750.00	\$100.00	\$3,000.00	\$195.00	\$5,850.00	\$168.22	\$5,046.60	\$120.00	\$3,600.00
4	Saw Cutting	Lin. Ft.	175	\$4.00	\$700.00	\$5.00	\$875.00	\$3.50	\$612.50	\$3.30	\$577.50	\$4.00	\$700.00
5	Siltation Control	Lump Sum	1	\$750.00	\$750.00	\$500.00	\$500.00	\$635.00	\$635.00	\$737.10	\$737.10	\$1,200.00	\$1,200.00
6	Traffic Control	Lump Sum	1	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00	\$6,500.00	\$6,500.00	\$4,000.00	\$4,000.00
TOTAL BASE BID					\$39,811.50		\$38,764.00		\$40,594.50		\$42,486.23		\$47,414.00
ALTERNATE #1					\$10,342.00		\$10,652.00		\$8,672.00		\$11,931.18		\$11,523.00
ALTERNATE #2					\$12,869.00		\$13,624.00		\$11,176.50		\$12,268.70		\$14,399.00

EXHIBIT A**BID FORM**

BID TIME: 9:00 a.m.

BID DATE: Tuesday, February 16, 2021

TO: THE CITY OF CHESTERFIELD

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

2020 Accessible Ramp Improvements
2020-PW-02

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 sidewalk removal and replacement, pavement replacement, seeding, property restoration and other incidental work..

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

Bid submitted by:Company Name: Spencer Contracting Co.Address: 3073 Arnold Tenbrook Rd.City, State Arnold, MO 63010Phone number: (314) 843-5166 Fax: (314) 843-6106E-mail address: tony@spencercontracting.com

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

Officer Anthony SpencerTitle PresidentSignature Date February 16, 2021

**CITY OF CHESTERFIELD
ITEMIZED BID
2020 ACCESSIBLE RAMP IMPROVEMENTS
2020-PW-02**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
BASE BID					
1	Remove Sidewalk	Sq. Ft.	2,207	<u>5.-</u>	<u>11,035.-</u>
2	Replace / Install 4" Sidewalk	Sq. Ft.	2,318	<u>9.-</u>	<u>20,862.-</u>
3	Remove and Replace P.C.C. Pavement	Sq. Yd.	30	<u>195.-</u>	<u>5,850.-</u>
4	Saw Cutting	Lin. Ft.	175	<u>3.50.-</u>	<u>612.50</u>
5	Sitation Control	Lump Sum	1	<u>635.-</u>	<u>635.-</u>
6	Traffic Control	Lump Sum	1	<u>1,600.-</u>	<u>1,600.-</u>
TOTAL BASE BID					<u>40,594.50</u>

**CITY OF CHESTERFIELD
ITEMIZED BID
2020 ACCESSIBLE RAMP IMPROVEMENTS
2020-PW-02**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
ALTERNATE NO. 1					
1	Remove Sidewalk	Sq. Ft.	420	<u>5.-</u>	<u>2,100.-</u>
2	Replace / Install 4" Sidewalk	Sq. Ft.	526	<u>9.-</u>	<u>4,734.-</u>
3	Remove and Replace P.C.C. Pavement	Sq. Yd.	6	<u>195.-</u>	<u>1,170.-</u>
4	Saw Cutting	Lin. Ft.	48	<u>3.50.-</u>	<u>168.-</u>
5	Siltation Control	Lump Sum	1	<u>300.-</u>	<u>300.-</u>
6	Traffic Control	Lump Sum	1	<u>200.-</u>	<u>200.-</u>
TOTAL ALTERNATE NO. 1					<u>8,672.-</u>

**CITY OF CHESTERFIELD
ITEMIZED BID
2019 ACCESSIBLE RAMP IMPROVEMENTS
2019-PW-02**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
ALTERNATE NO. 2					
1	Remove Sidewalk	Sq. Ft.	576	5. -	2,880. -
2	Replace / Install 4" Sidewalk	Sq. Ft.	694	9. -	6,246. -
3	Remove and Replace P.C.C. Pavement	Sq. Yd.	7	195. -	1,365. -
4	Saw Cutting	Lin. Ft.	53	3.50	185.50
5	Siltation Control	Lump Sum	1	300. -	300. -
6	Traffic Control	Lump Sum	1	200. -	200. -
TOTAL ALTERNATE NO. 2					<u>11,176.50</u>

Memorandum

Department of Public Works



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

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

DATE: February 19, 2021

RE: 2021 Selective Slab Replacement Project A

The Department of Public Works publicly opened bids for the 2021 Selective Slab Replacement Project A on February 16, 2021. The results of the bid opening are detailed in the attached memorandum from Project Manager Trent Helland. After reviewing the bids, Staff recommends the project be awarded to the low bidder, Amcon Municipal Concrete, in an amount not to exceed \$2,075,000. This includes the low bid amount (\$1,936,967) and a modest contingency to account for change orders which may become necessary during construction of the project. Amcon Municipal Concrete 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: Claymont Estates Drive, Isleview Drive, Denwoods Drive, Redondo Drive, Narrows Drive, and Corley Drive. This project is budgeted within Account 120-079-5490 of the Capital Projects Fund. Please note that the recommended allocation for Project A and Project B in aggregate matches the budgeted amount of \$2,700,000.

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

Concurrence:

J. Kelly

Jeannette Kelly, Finance Director

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to enter into an Agreement with Amcon Municipal Concrete in an amount not to exceed \$2,075,000.

Memorandum

Department of Public Works



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

FROM: Trent Helland – Project Manager

DATE: February 19, 2021

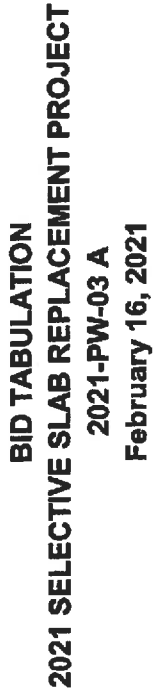
RE: 2021 Selective Slab Replacement- Area A

As you are aware, sealed bids for the project were opened on February 16, 2021 at 10:00am. There were seven bidders on the project; Amcon Municipal Concrete, Sweetens Concrete, E.Meier Contracting, Pavement Solutions, Spencer Contracting, Raineri Construction and Lamke Trenching & Excavation. Amcon Municipal is the lowest, responsive and responsible bidder with a bid of \$1,936,967.45 (bid attached). Amcon Municipal Concrete has provided services of this type in the past for the city and is positively recommended by city staff.

I recommend requesting authorization to enter into an agreement with Amcon Municipal Concrete to provide slab removal and replacement for the 2021 Selective Slab Replacement- Area A in an amount not to exceed \$2,075,000. This amount includes a modest contingency to allow for any unforeseen conditions and/or additional work as may be necessary to complete this project.

The 2021 budget allocation for slab replacement is \$2,700,000.

Attachments: 2021 Selective Slab Replacement-Area A Bid Tabulation
Amcon Municipal Concrete Bid



PAGE 1 of 2



BID TABULATION
2021 SELECTIVE SLAB REPLACEMENT PROJECT
2021-PW-03 A
February 16, 2021

ITEM #	DESCRIPTION	UNIT	QUANTITY	Project Estimate		PAVEMENT SOLUTIONS		SPENCER CONTRACTING		RAINER CONSTRUCTION		LAMKE TRENCHING & EXCAVATING	
				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.	33,795	\$49.00	\$1,655,955.00	\$49.20	\$1,662,714.00	\$57.00	\$1,926,315.00	\$59.25	\$2,002,353.75	\$57.00	\$1,926,315.00
2	JOINT SEALANT	Sq. Yd.	33,795	\$1.80	\$60,831.00	\$1.27	\$42,919.65	\$1.27	\$42,919.65	\$1.25	\$42,243.75	\$1.80	\$60,831.00
3	4" ROLLED STONE BASE	Sq. Yd.	33,795	\$5.25	\$177,423.75	\$4.62	\$156,132.90	\$5.00	\$168,975.00	\$4.50	\$152,077.50	\$5.00	\$168,975.00
4	UNDERGRADING	Cu. Ft.	700	\$0.50	\$350.00	\$1.11	\$777.00	\$3.49	\$2,443.00	\$3.10	\$2,170.00	\$3.49	\$2,443.00
5	GEOTEXTILE FABRIC	Sq. Yd.	36,420	\$1.00	\$36,420.00	\$1.03	\$37,512.60	\$0.80	\$29,136.00	\$1.30	\$47,346.00	\$1.00	\$36,420.00
6	STRUCTURAL GEOGRID	Sq. Yd.	300	\$1.00	\$300.00	\$7.10	\$2,130.00	\$1.00	\$300.00	\$3.00	\$900.00	\$2.00	\$600.00
7	SEEDING & MULCHING	Sq. Yd.	650	\$1.00	\$650.00	\$0.01	\$6.50	\$26.93	\$17,504.50	\$6.50	\$4,225.00	\$4.00	\$2,600.00
8	TRAFFIC CONTROL	L.S.	1	\$15,000.00	\$15,000.00	\$11,369.00	\$11,369.00	\$26,000.00	\$26,000.00	\$4,000.00	\$4,000.00	\$45,000.00	\$45,000.00
9	PAVED APPROACHES	Sq. Yd.	868	\$55.00	\$47,740.00	\$79.87	\$69,327.16	\$72.68	\$63,086.24	\$72.00	\$62,496.00	\$65.00	\$56,420.00
10	SAWCUTTING	Lin. Ft.	473	\$3.50	\$1,655.50	\$2.04	\$964.92	\$3.45	\$1,631.85	\$3.75	\$1,773.75	\$3.00	\$1,419.00
12	UNDERDRAINS	Lin. Ft.	792	\$15.00	\$11,880.00	\$20.93	\$16,576.56	\$16.06	\$12,719.52	\$25.00	\$19,800.00	\$20.00	\$15,840.00
13	SIDEWALKS	Sq. Ft.	3,200	\$7.75	\$24,800.00	\$9.41	\$30,112.00	\$8.00	\$25,600.00	\$7.25	\$23,200.00	\$8.00	\$25,600.00
13.1	DETECTABLE WARNING SURFACE	Each	20	\$350.00	\$7,000.00	\$126.50	\$2,530.00	\$800.00	\$12,000.00	\$150.00	\$3,000.00	\$300.00	\$6,000.00
14	REPLACE INLET SILL	Each	11	\$400.00	\$4,400.00	\$376.32	\$4,139.52	\$500.00	\$5,500.00	\$500.00	\$5,500.00	\$500.00	\$5,500.00
15	ADJUSTMENT OF INLET SILL	Each	10	\$350.00	\$3,500.00	\$294.98	\$2,949.80	\$400.00	\$4,000.00	\$250.00	\$2,500.00	\$300.00	\$3,000.00
16	DRILLING AND DOWELING	Each	455	\$10.75	\$4,891.25	\$13.96	\$6,351.80	\$8.72	\$3,967.60	\$10.50	\$4,775.50	\$10.00	\$4,550.00
17	A2 JOINTS	Lin. Ft.	804	\$13.00	\$10,452.00	\$7.20	\$4,348.80	\$19.00	\$11,476.00	\$11.50	\$6,946.00	\$14.00	\$8,456.00
18	SILT FENCE	Lin. Ft.	210	\$1.00	\$210.00	\$1.23	\$258.30	\$2.45	\$514.50	\$6.00	\$1,260.00	\$2.00	\$420.00
19	INLET PROTECTION	Each	13	\$80.00	\$780.00	\$108.10	\$1,405.30	\$72.00	\$936.00	\$85.00	\$1,105.00	\$100.00	\$1,300.00
20	GRATED TROUGH REPLACEMENT	Each	0	\$20,000.00	\$0.00	\$22,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	\$0.00
	BID FORM TOTAL			\$2,061,369.50	\$2,061,369.50	\$2,052,525.81	\$2,052,525.81	\$2,355,024.86	\$2,355,024.86	\$2,387,674.25	\$2,387,674.25	\$2,386,982.00	\$2,386,982.00

EXHIBIT A

BID FORM

BID TIME: 10:00 a.m.

BID DATE: Tuesday, February 16, 2021

TO: THE CITY OF CHESTERFIELD

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

2021 Selective Slab Replacement-Area A
2021-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 33,795 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: Amcon Municipal Concrete, LLCAddress: 850 Lonestar Dr.City, State: O'Fallon, MO 63366Phone number: 636-379-9396 Fax: 636-240-3699E-mail address: davidilges@yahoo.com

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

Officer: Paul J. AmelongTitle: memberSignature: Paul J. AmelongDate: 2/16/2021

**ITEMIZED BID
CITY OF CHESTERFIELD
2021 SELECTIVE SLAB REPLACEMENT PROJECT
2021-PW-03 A**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	33,795	46 ⁸³ / ₁₀₀	1,582,619 ⁸⁵ / ₁₀₀
2	JOINT SEALANT	Sq. Yd.	33,795	1 ⁶⁵ / ₁₀₀	55,761 ⁷⁵ / ₁₀₀
3	4" ROLLED STONE BASE	Sq. Yd.	33,795	4 ⁹⁰ / ₁₀₀	165,595 ⁵⁰ / ₁₀₀
4	UNDERGRADING	Cu. Ft.	700	.35	245 ⁰⁰ / ₁₀₀
5	GEOTEXTILE FABRIC	Sq. Yd.	36,420	.80	29,136 ⁰⁰ / ₁₀₀
6	STRUCTURAL GEOGRID	Sq. Yd.	300	.10	30 ⁰⁰ / ₁₀₀
7	SEEDING & MULCHING	Sq. Yd.	650	.01	6 ⁵⁰ / ₁₀₀
8	TRAFFIC CONTROL	L.S.	1	15,000 ⁰⁰ / ₁₀₀	15,000 ⁰⁰ / ₁₀₀
9	PAVED APPROACHES	Sq. Yd.	868	35 ⁰⁰ / ₁₀₀	30,380 ⁰⁰ / ₁₀₀
10	SAWCUTTING	Lin. Ft.	473	2 ⁵⁰ / ₁₀₀	1,182 ⁵⁰ / ₁₀₀
12	UNDERDRAINS	Lin. Ft.	792	14 ⁷⁵ / ₁₀₀	11,682 ⁰⁰ / ₁₀₀
13.0	SIDEWALKS	Sq. Ft.	3,200	7 ⁰⁰ / ₁₀₀	22,400 ⁰⁰ / ₁₀₀
13.1	DETECTABLE WARNING SURFACE	Each	20	250 ⁰⁰ / ₁₀₀	5,000 ⁰⁰ / ₁₀₀
14	REPLACE INLET SILL	Each	11	295 ⁰⁰ / ₁₀₀	3,245 ⁰⁰ / ₁₀₀
15	ADJUSTMENT OF INLET SILL	Each	10	250 ⁰⁰ / ₁₀₀	2,500 ⁰⁰ / ₁₀₀
16	DRILLING AND DOWELING	Each	455	8 ⁷⁵ / ₁₀₀	3,981 ²⁵ / ₁₀₀
17	A2 JOINTS	Lin. Ft.	604	12 ⁵⁰ / ₁₀₀	7,550 ⁰⁰ / ₁₀₀
18	SILT FENCE	Lin. Ft.	210	.01	2 ¹⁰ / ₁₀₀
19	INLET PROTECTION	Each	13	50 ⁰⁰ / ₁₀₀	650 ⁰⁰ / ₁₀₀
20	GRATED TROUGH REPLACEMENT	Each	0	—	—
TOTAL BID					1,936,967 ⁴⁵/₁₀₀

Memorandum

Department of Public Works



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

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

DATE: February 19, 2021

RE: 2021 Selective Slab Replacement Project B

The Department of Public Works publicly opened bids for the 2021 Selective Slab Replacement Project B on February 16, 2021. The results of the bid opening are detailed in the attached memorandum from Project Manager Trent Helland. After reviewing the bids, Staff recommends the project be awarded to the low bidder, Raineri Construction, in an amount not to exceed \$625,000. This includes the low bid amount (\$568,567) and a modest contingency to account for change orders which may become necessary during construction of the project. Raineri Construction has successfully performed concrete replacement work in the City of Chesterfield in the past, but never of the size and scope of this project. Accordingly, we have checked references and verified that Raineri is capable of performing this type of work successfully and has done so in the St. Louis area.

The streets included as part of this project are: Nardin Drive, Clover Ridge Drive, Stonebriar Ridge Drive, and Stonebriar Ridge Court. Additionally, Project B includes the replacement of grated troughs on Chermoore Drive and Fairfield Farm Drive. This project is budgeted within Account 120-079-5490 of the Capital Projects Fund. Please note that the recommended allocation for Project A and Project B in aggregate matches the budgeted amount of \$2,700,000.

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

Concurrence:

JS Kelly
Jeannette Kelly, Finance Director

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to enter into an Agreement with Raineri Construction in an amount not to exceed \$625,000.

Memorandum

Department of Public Works



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

FROM: Trent Helland – Project Manager

DATE: February 19, 2012

RE: 2021 Selective Slab Replacement- Area B

As you are aware, sealed bids for the project were opened on February 18, 2012 at 10:00am. There were seven bidders on the project; Raineri Construction, Pavement Solutions, Amcon Municipal Concrete, Sweetens Concrete SVCS, E.Meier Contracting, Spencer Contracting, Lamke Trenching & Excavation. Raineri Construction is the lowest, responsive and responsible bidder with a bid of \$568,566.50 (bid attached). Raineri Construction has done work for the city in the past but not a project of this type and this size of Project Area-B. Raineri Construction did provide positive references for this type of work and has successfully completed projects similar to this in the St. Louis area.

I recommend requesting authorization to enter into an agreement with Raineri Construction to construct slab removal and replacement for the 2021 Selective Slab Replacement Area-B in an amount not to exceed \$625,000. This amount includes a modest contingency to allow for any unforeseen conditions and/or additional work as may be necessary to complete this project.

The 2021 budget allocation for slab replacement is \$2,700.00.

Attachments: 2021 Selective Slab Replacement- Area B Bid Tabulation
Raineri Construction Bid



BID TABULATION
2021 SELECTIVE SLAB REPLACEMENT PROJECT
2021-PW-03 B
February 18, 2021

ITEM #	DESCRIPTION	UNIT	QUANTITY	Project Estimate		RAINIER CONSTRUCTION		PAVEMENT SOLUTIONS		AMCON MUNICIPAL CONCRETE		SWEETENS CONCRETE SVCS	
				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.	9,075	\$49.00	\$444,675.00	\$47.00	\$426,525.00	\$46.07	\$418,085.25	\$49.15	\$446,036.25	\$47.25	\$428,793.75
2	JOINT SEALANT	Sq. Yd.	9,075	\$1.80	\$16,335.00	\$1.25	\$11,343.75	\$1.27	\$11,525.25	\$1.50	\$13,612.50	\$1.50	\$13,612.50
3	4" ROLLED STONE BASE	Sq. Yd.	9,075	\$5.25	\$47,643.75	\$4.25	\$38,568.75	\$5.25	\$47,643.75	\$4.85	\$44,013.75	\$4.90	\$44,467.50
4	UNDERGRADING	Cu. Ft.	225	\$0.50	\$112.50	\$4.00	\$900.00	\$1.65	\$371.25	\$0.01	\$2.25	\$1.30	\$292.50
5	GEOTEXTILE FABRIC	Sq. Yd.	9,075	\$1.00	\$9,075.00	\$1.10	\$9,982.50	\$1.10	\$9,982.50	\$0.80	\$7,260.00	\$1.10	\$9,982.50
6	STRUCTURAL GEOGRID	Sq. Yd.	150	\$1.00	\$150.00	\$5.00	\$750.00	\$2.58	\$387.00	\$0.01	\$1.50	\$1.80	\$270.00
7	SEEDING & MULCHING	Sq. Yd.	219	\$1.00	\$381.00	\$5.00	\$1,085.00	\$0.01	\$2.19	\$0.01	\$2.19	\$1.00	\$219.00
8	TRAFFIC CONTROL	L.S.	1	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$3,595.00	\$3,595.00	\$5,000.00	\$5,000.00	\$12,667.75	\$12,667.75
9	PAVED APPROACHES	Sq. Yd.	210	\$55.00	\$11,550.00	\$62.00	\$13,020.00	\$64.49	\$13,542.90	\$35.00	\$7,350.00	\$54.00	\$11,340.00
10	SAWCUTTING	Lin. Ft.	650	\$3.50	\$2,275.00	\$2.80	\$1,820.00	\$2.04	\$1,326.00	\$3.00	\$1,950.00	\$2.50	\$1,625.00
12	UNDERDRAINS	Lin. Ft.	119	\$15.00	\$1,785.00	\$20.00	\$2,380.00	\$33.07	\$3,935.33	\$15.00	\$1,785.00	\$14.00	\$1,666.00
13.0	SIDEWALKS	Sq. Ft.	980	\$7.75	\$7,440.00	\$8.00	\$7,880.00	\$8.58	\$8,236.80	\$7.00	\$6,720.00	\$8.80	\$8,448.00
13.1	DETECTABLE WARNING SURFACE	Each	6	\$350.00	\$2,100.00	\$150.00	\$900.00	\$172.50	\$1,035.00	\$250.00	\$1,500.00	\$110.00	\$660.00
14	REPLACE INLET SILL	Each	2	\$400.00	\$800.00	\$500.00	\$1,000.00	\$398.19	\$796.38	\$300.00	\$600.00	\$400.00	\$800.00
15	ADJUSTMENT OF INLET SILL	Each	2	\$350.00	\$700.00	\$250.00	\$500.00	\$283.19	\$566.38	\$300.00	\$600.00	\$300.00	\$600.00
16	DRILLING AND DOWELING	Each	531	\$10.75	\$5,708.25	\$10.50	\$5,575.50	\$8.85	\$4,698.35	\$8.25	\$4,380.75	\$8.50	\$4,513.50
17	A2 JOINTS	Lin. Ft.	162	\$13.00	\$2,106.00	\$13.00	\$2,106.00	\$13.03	\$2,110.86	\$12.00	\$1,944.00	\$12.00	\$1,944.00
18	SILT FENCE	Lin. Ft.	80	\$1.00	\$80.00	\$1.00	\$80.00	\$1.85	\$148.00	\$0.01	\$0.80	\$3.50	\$280.00
19	INLET PROTECTION	Each	4	\$60.00	\$240.00	\$85.00	\$340.00	\$96.66	\$386.64	\$75.00	\$300.00	\$100.00	\$400.00
20	GRADED TROUGH REPLACEMENT	Each	2	\$20,000.00	\$40,000.00	\$19,500.00	\$39,000.00	\$22,000.00	\$44,000.00	\$18,000.00	\$36,000.00	\$20,000.00	\$40,000.00
	BID FORM TOTAL				\$608,156.50		\$568,566.50		\$572,375.83		\$579,058.98		\$582,582.00



BID TABULATION
2021 SELECTIVE SLAB REPLACEMENT PROJECT
2021-PW-03 B
February 18, 2021

ITEM #	DESCRIPTION	UNIT	QUANTITY	Project Estimate		E. MEIER CONTRACTING		SPENCER CONTRACTING		LAMKE TRENCHING & EXCAVATING	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.A.V. PAVEMENT	Sq. Yd.	9,075	\$49.00	\$444,675.00	\$49.00	\$444,675.00	\$49.25	\$446,943.75	\$54.00	\$490,050.00
2	JOINT SEALANT	Sq. Yd.	9,075	\$1.80	\$16,335.00	\$1.45	\$13,158.75	\$1.64	\$14,883.00	\$1.50	\$13,612.50
3	4" ROLLED STONE BASE	Sq. Yd.	9,075	\$5.25	\$47,643.75	\$5.30	\$48,097.50	\$5.41	\$49,095.75	\$6.00	\$54,450.00
4	UNDERGRADING	Cu. Ft.	225	\$0.50	\$112.50	\$1.70	\$382.50	\$3.11	\$699.75	\$1.00	\$225.00
5	GEOTEXTILE FABRIC	Sq. Yd.	9,075	\$1.00	\$9,075.00	\$1.11	\$10,073.25	\$1.15	\$10,436.25	\$1.00	\$9,075.00
6	STRUCTURAL GEOGRID	Sq. Yd.	150	\$1.00	\$150.00	\$2.00	\$300.00	\$1.01	\$151.50	\$2.00	\$300.00
7	SEEDING & MULCHING	Sq. Yd.	219	\$1.00	\$381.00	\$76.35	\$16,720.65	\$13.83	\$3,028.77	\$4.00	\$876.00
8	TRAFFIC CONTROL	L.S.	1	\$15,000.00	\$15,000.00	\$2,785.00	\$2,785.00	\$14,260.00	\$14,260.00	\$25,000.00	\$25,000.00
9	PAVED APPROACHES	Sq. Yd.	210	\$55.00	\$11,550.00	\$47.75	\$10,027.50	\$69.34	\$14,561.40	\$65.00	\$13,650.00
10	SAWCUTTING	Lin. Ft.	650	\$3.50	\$2,275.00	\$3.00	\$1,950.00	\$2.88	\$1,872.00	\$3.00	\$1,950.00
12	UNDERDRAINS	Lin. Ft.	119	\$15.00	\$1,785.00	\$27.00	\$3,213.00	\$16.43	\$1,955.17	\$20.00	\$2,380.00
13	SIDEWALKS	Sq. Ft.	960	\$7.75	\$7,440.00	\$7.60	\$7,296.00	\$7.68	\$7,372.80	\$8.00	\$7,680.00
13.1	DETECTABLE WARNING SURFACE	Each	6	\$350.00	\$2,100.00	\$172.00	\$1,032.00	\$356.42	\$2,138.52	\$300.00	\$1,800.00
14	REPLACE INLET SILL	Each	2	\$400.00	\$800.00	\$644.00	\$1,288.00	\$247.54	\$495.08	\$500.00	\$1,000.00
15	ADJUSTMENT OF INLET SILL	Each	2	\$350.00	\$700.00	\$386.00	\$772.00	\$190.04	\$380.08	\$300.00	\$600.00
16	DRILLING AND DOWELING	Each	531	\$10.75	\$5,708.25	\$9.50	\$5,044.50	\$9.08	\$4,821.48	\$10.00	\$5,310.00
17	A2 JOINTS	Lin. Ft.	162	\$13.00	\$2,106.00	\$13.00	\$2,106.00	\$18.83	\$3,050.46	\$15.00	\$2,430.00
18	SILT FENCE	Lin. Ft.	80	\$1.00	\$80.00	\$4.30	\$344.00	\$2.90	\$232.00	\$1.00	\$80.00
19	INLET PROTECTION	Each	4	\$60.00	\$240.00	\$74.00	\$296.00	\$69.00	\$276.00	\$75.00	\$300.00
20	GRADED TROUGH REPLACEMENT	Each	2	\$20,000.00	\$40,000.00	\$23,455.00	\$46,910.00	\$21,436.58	\$42,873.16	\$28,000.00	\$56,000.00
	BID FORM TOTAL				\$608,156.50	*math error	\$616,471.65	*math error	\$619,526.92		\$688,768.50

EXHIBIT A**BID FORM**

BID TIME: 10:00 a.m.

BID DATE: Thursday, February 18, 2021

TO: THE CITY OF CHESTERFIELD

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

2021 Selective Slab Replacement-Area B
2021-PW-03 B

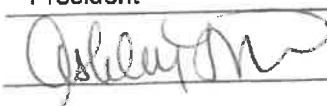
being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents for the following itemized bid.

The City is requesting unit price proposals for this work, consisting of the removal and reconstruction of approximately 9,075 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: Raineri Construction, LLC.Address: 1300 Hampton Avenue, Suite 200City, State St. Louis, MO 63139Phone number: 314-667-5913 Fax: 314-667-5638E-mail address: ashley@rainericonstruction.com

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

Officer Ashley RaineriTitle PresidentSignature Date 2/18/2021

**ITEMIZED BID
CITY OF CHESTERFIELD
2021 SELECTIVE SLAB REPLACEMENT PROJECT
2021-PW-03 B**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	9,075	47.00	426,525.00
2	JOINT SEALANT	Sq. Yd.	9,075	1.25	11,343.75
3	4" ROLLED STONE BASE	Sq. Yd.	9,075	4.25	38,568.75
4	UNDERGRADING	Cu. Ft.	225	4.00	900.00
5	GEOTEXTILE FABRIC	Sq. Yd.	9,075	1.10	9,982.50
6	STRUCTURAL GEOGRID	Sq. Yd.	150	5.00	750.00
7	SEEDING & MULCHING	Sq. Yd.	219	5.00	1,095.00
8	TRAFFIC CONTROL	L.S.	1	5,000.00	5,000.00
9	PAVED APPROACHES	Sq. Yd.	210	62.00	13,020.00
10	SAWCUTTING	Lin. Ft.	650	2.80	1,820.00
12	UNDERDRAINS	Lin. Ft.	119	20.00	2,380.00
13.0	SIDEWALKS	Sq. Ft.	960	8.00	7,680.00
13.1	DETECTABLE WARNING SURFACE	Each	6	150.00	900.00
14	REPLACE INLET SILL	Each	2	500.00	1,000.00
15	ADJUSTMENT OF INLET SILL	Each	2	250.00	500.00
16	DRILLING AND DOWELING	Each	531	10.50	5,575.50
17	A2 JOINTS	Lin. Ft.	162	13.00	2,106.00
18	SILT FENCE	Lin. Ft.	80	1.00	80.00
19	INLET PROTECTION	Each	4	85.00	340.00
20	GRATED TROUGH REPLACEMENT	Each	2	19,500.00	39,000.00
TOTAL BID					568,566.50

UNFINISHED BUSINESS

Motion to Rescind – Republic Services – COUNCILMEMBER McGUINNESS

Councilmember McGuinness has requested that the Council's 3 - 5 vote at the 1/19/2021 Council meeting, to reject the re-negotiated agreement with Republic Services for residential Solid Waste be rescinded. Mayor Nation has agreed to include this item on tonight's meeting agenda for Council's consideration. Per the approved minutes, the 1/19/2021 motion was as follows: ***Councilmember Ohley made a motion, seconded by Councilmember Moore, to authorize the City Administrator to execute a five-year agreement with Republic Services for solid waste management. Discussion ensued. A roll call vote was taken with the following results: Ayes – Mastorakos, Monachella and Moore. Nays – McGuinness, Keathley, Hurt, Ohley and DeCampi. Mayor Nation declared the motion failed.***

The effect of the Motion to Rescind "is to strike out an entire main motion, resolution, order, or rule that has been adopted at some previous time." Accordingly, a successful motion to rescind, which requires a simple majority vote since prior notice was provided, would be to set aside the prior failed motion. Therefore, if the motion to rescind is successful, the Council would have the opportunity to make another or alternative motion with regard to the Republic Services renegotiated contract.

If the prior motion to rescind is successful:

Solid Waste Agreement – Recommendation to authorize the City Administrator to execute the Municipal Materials Management Agreement with Republic Services for a period of five years, incorporating the amendments offered by Republic since the January vote. **(Roll Call Vote)**

Since the original re-negotiated proposal, Republic Services responded to Council's concerns and offered the following additional contract concessions:

1. Late notification of Friday yard waste misses: Republic will provide an email address and a cell phone number to residents for Friday customers to contact Republic Services late evening/early morning Saturday, after Republic Services' Customer Resource Center has closed, to ensure they are placed on the Saturday route if they were missed on Friday. If for some reason pickup does not occur at their address on Saturday, Republic will provide a 25% credit of the monthly yard waste service cost on their next invoice.
2. Concern regarding fluctuation of the CPI Water, Sewer, Trash Index: Index rate is to be capped at a maximum of 2.5%; should the index fall below 2.5%, your price increase will be lower as well; 2.5% or higher, it will not exceed 2.5%.
3. First year pricing: Adjust year one (begins 8/1/2021) pricing to remain at current level - \$14.58 for non-seniors, and still increase the senior discount to 15%. This will result in a reduction for Seniors from their current rate of \$13.12/month to \$12.39/month.



CURRENT SERVICES Chesterfield MO Pricing Proposal August 1 - July 31 contract year <i>Price stated per month ; billed quarterly by RSG</i>			Trash 1/wk Rec 1/wk	Senior Rate	Optional Yard Waste			
					YW billed quarterly (4,200)	SENIOR YW billed quarterly (776)	YW billed annually (64)	SENIOR YW billed annually (10)
Current Rate		2020-2021	\$14.58	\$13.12	\$15.34	\$13.81	\$14.07	\$12.67
Five Year Extension	Year 1	2021-2022	\$14.58	\$12.39	\$15.65	\$13.30	\$14.35	\$12.20
	Years 2 thru 5		Price increase percentage based on CPI-Water/Sewer/Trash Index					
			Index cap of 2.5%					
Option Years 6 & 7			Price increase percentage based on CPI-Water/Sewer/Trash Index					
			Index cap of 2.5%					

HISTORICAL CONTRACT PRICING - CITY OF CHESTERFIELD							
note: August 1 thru July 31 contract year							
2001-02	\$ 9.91		2008-09	\$ 12.01		2014-15***	\$ 13.51
2002-03	\$ 10.21		2009-10 *	\$ 12.37		2015-16	\$ 13.72
2003-04	\$ 10.52		2010-11	\$ 12.74		2016-17	\$ 13.93
2004-05	\$ 10.84		2011-12	\$ 13.12		2017-18	\$ 14.14
2005-06	\$ 10.99		2012-13	\$ 13.51		2018-19	\$ 14.36
2006-07	\$ 11.32		2013-14 **	\$ 13.51		2019-20	\$ 14.58
2007-08	\$ 11.66					2020-21	\$ 14.58
			* 10% Sr Disc implemented & recycle carts added			*** Trash carts added	
			** Rate was to go to \$13.92				

If Optional Yard Waste is selected, we will add this service option:
<u>One time/occasional pick up of yard waste</u> up to four bags/bundles: \$8.00 five to eight bags/bundles: \$12.00 each add'l bag/bundle over eight: \$1.00 20 bag/bundle LIMIT for this option Resident simply calls Republic Services to schedule and pay

From: Piazza, Susan <SPiazza@republicservices.com>
Sent: Thursday, January 28, 2021 3:12 PM
To: cityofficials <cityofficials@chesterfield.mo.us>
Subject: Republic Services Contract

Hello Mr. Geisel and Chesterfield Council Members:

We truly appreciate our long-term relationship with the staff, council and residents of Chesterfield. We moved forward in good faith in providing a complete package for consideration by the council to extend, backed with the support of the PPW committee (twice) approving our proposal to extend to go to council. We not only updated pricing, including a 15% senior discount, but also created a new/unique optional yard waste program, and negotiated an entirely new contract for consideration. I understand that legally we can still negotiate an extension, since there is not an RFP drafted or published. To that end, I would like to amend our proposal, including addressing concerns that were mentioned at the 1/19 council meeting:

1. Late notification of Friday Yard waste misses: we will provide an email address to residents, as well as a cell phone #, for Friday customers to contact us late in evening/early morning Saturday, after our Customer Resource Center has closed, to ensure they are placed on the Saturday route if they were missed on Friday. If for some reason pickup does not occur at their address that Saturday, we will provide a 25% credit of the monthly yard waste service cost on their next invoice. We will add this to the contract language.
2. Concern regarding fluctuation of the CPI Water, Sewer, Trash Index – I propose to cap this index rate at a maximum of 2.5%; should the index fall below 2.5%, your price increase will be lower as well; 2.5% or higher, it will not exceed 2.5%.
3. Adjust year one (begins 8/1/2021) pricing to remain at current level - \$14.58 for non-seniors, and still increase the senior discount to 15%. This will result in a reduction for Seniors from their current rate of \$13.12/month to \$12.39/month.

I kindly request re-consideration of the vote to go to bid, and to consider an extension with the above changes. Should this be approved, I will provide updated contract language to coincide with the above. I have attached a price sheet with updates in red for your review.

Thank you for your time and your consideration.

Susan Piazza
Manager, Municipal Sales

12976 St. Charles Rock Road
Bridgeton, MO 63044
[e spiazza@republicservices.com](mailto:spiazza@republicservices.com)
[o 314.656.2121](tel:314.656.2121) [c 618.581.8578](tel:618.581.8578)
[w RepublicServices.com](http://RepublicServices.com)

Memorandum

Department of Public Works



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

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

DATE: December 23, 2020

Please forward to the PPW for review and recommendation of the contract proposal to the full City Council.

RE: Solid Waste Agreement

MO Geisel

020-12-23

As directed by City Council, I have negotiated an Agreement whereby Republic Services would continue as the City's solid waste provider for a period of five years, with an option for a two-year extension if agreed to by both parties. The terms of the Agreement were finalized by the City Attorney who negotiated the final language with the attorneys from Republic Services.

Municipal Sales Manager Susan Piazza and I began negotiations by discussing the items we wanted to specifically address as part of a new Agreement. These included the length of the Agreement, senior rate, yard waste options, contract language, and the lowest possible cost to the residents. These items, and others, were discussed in detail and culminated in the Agreement attached for your consideration.

Length of Agreement

The previous Agreement was a seven-year Agreement. There was some sentiment amongst the Council that a seven-year Agreement seemed to be too long. Accordingly, this Agreement has been adjusted to a five-year Agreement, with an option for a two-year extension only if said extension is agreeable to both parties.

Senior Rate

The Council specifically directed me to work to improve the senior rate. Accordingly, as part of this Agreement, the senior discount has been increased from ten percent to fifteen percent. Additionally, Republic Services has offered to host "sign-up sessions" at the Chesterfield City Hall for residents desirous of signing up for the senior rate. Residents would still be able to use the phone to sign up for the senior rate.

Yard Waste Options

This is an area where Ms. Piazza and I had numerous discussions and Republic has offered the City a number of options. Residents will still have the ability to sign up for yard waste billed quarterly (a three-month minimum) or annually at a reduced rate. However, this still does not help residents who do not need full yard waste but occasionally want to place yard waste at the curb. To address this problem, Republic has creatively offered a solution unique to the City of Chesterfield. They have offered one-time yard waste service at a cost of \$8.00 for up to four bags / bundles, \$12.00 for five to eight bags / bundles, plus \$1.00 per bag / bundle for all bags / bundles up to twenty. If a resident is desirous of this one-time service he/she only needs to call Republic Services to schedule the yard waste pickup and make payment.

In addition to the options above, Republic Services has also offered a mandatory yard waste option. If the City of Chesterfield were to require yard waste service (as many cities do) the yard waste cost for year one could be reduced from \$15.65 per month to \$7.57 per month. However, this would mean that many residents who do not currently pay for (or use) yard waste service would be required to do so. I do not believe this is an option City Council would want to pursue, so it is not included in the proposed Agreement.

Contract Language

The language in the existing Agreement is vague and outdated. Accordingly, a new Agreement has been drafted which has been reviewed by both the attorneys from Republic and the City Attorney. The revised Agreement clarifies the requirements of both parties, including a provision for complaints and missed pickups (Exhibit A, 3.6) as previously discussed by City Council.

Costs

In the beginning of the negotiations I attempted to obtain a year-one price that was the same or below that which is currently being paid by the Chesterfield residents. After intense negotiation with Republic I was able to reduce the costs being paid by the City's senior citizens (cost reduction from \$13.12 per month to \$12.64 per month). However, the lowest rate I was able to negotiate city-wide was a two-percent increase in year-one (\$14.58 per month to \$14.87 per month). Part of the reason I could not negotiate a lower rate is that the rate the City currently pays is one of the lowest in the St. Louis area and there has been no rate increase since August 1, 2019. Republic Services simply would not budge below the rate of \$14.87 per month.

As part of the rate analysis I researched the solid waste rates paid by 24 cities in St. Louis County. Of those cities, the rate paid by the City of Chesterfield, even after the two percent increase, will be lower than all but four municipalities. And those municipalities that pay less are not an apples-to-apples comparison because those cities are either much denser than the City of Chesterfield or they are single-payer

(i.e. the city pays the cost of the solid waste service and there are no bills to residents).

Of the cities studied, many paid more because they have yard waste included as a mandatory service. Only nine of the 24 cities had optional yard waste. As stated above the City of Chesterfield could dramatically decrease its combined rate (solid waste and yard waste) by making yard waste a mandatory service. However, doing so will substantially increase the cost for residents who do not currently use yard waste.

The proposed cost for services is cut and pasted below from Exhibit A-1. You will note that the costs for service will be adjusted annually based upon the CPI for water/sewer/trash.

EXHIBIT A-1

SOLID WASTE, RECYCLING AND YARD WASTE PRICING

If Optional Yard Waste is selected:

CURRENT SERVICES Chesterfield MO Pricing Proposal August 1 - July 31 contract year Price stated per month ; billed quarterly by RSG			Trash 1/wk Rec 1/wk	Senior Rate	Optional Yard Waste			
					YW billed quarterly (4,200)	SENIOR YW billed quarterly (776)	YW billed annually (64)	SENIOR YW billed annually (10)
Current Rate		2020-2021	\$14.58	\$13.12	\$15.34	\$13.81	\$14.07	\$12.67
Five Year Extension	Year 1	2021-2022	\$14.87	\$12.64	\$15.65	\$13.30	\$14.35	\$12.20
	Years 2 thru 5		Price increase percentage based on CPI-Water/Sewer/Trash Index					
	Option Years 6 & 7		Price increase percentage based on CPI-Water/Sewer/Trash Index					

If Optional Yard Waste is selected, we will add this service option:	
<u>One time/occasional pick up of yard waste</u>	
up to four bags/bundles: \$8.00	
five to eight bags/bundles: \$12.00	
each add'l bag/bundle over eight: \$1.00	
20 bag/bundle LIMIT for this option	
Resident simply calls Republic Services to schedule and pay	

Action Recommended

As directed by City Council, I have negotiated an Agreement with Republic Services for a five-year contract extension. I believe the terms negotiated are favorable to the residents of the City of Chesterfield. It is my recommendation that the City of Chesterfield City Council vote to authorize the City Administrator to execute the proposed Agreement. Should the City Council oppose the execution of this Agreement, they should direct Staff to make specific modifications or publicly bid a new solid waste contract.



12976 Saint Charles Rock Road Bridgeton. MO 63044
o:636.947.5959 f: 314.739.4911 republicservices.com

December 23, 2020

James Eckrich
PW Dir./City Engineer
City of Chesterfield
690 Chesterfield Pkwy West
Chesterfield, MO 63017

Dear Jim,

We appreciate the opportunity to propose an extension to our solid waste agreement, which is currently scheduled to expire on July 31, 2021. We certainly have appreciated and valued our 20+ year partnership with the city of Chesterfield's residents, council and staff. It is my intent that this extension proposal reflects the value of our partnership.

As previously highlighted, our current team of drivers servicing Chesterfield have over 155 years of combined experience! They know their routes, the nuances of streets, and many of their customers. This experience enables them to provide service in the safest manner possible for your city, paramount to all other indicators of what you are looking for in a provider.

Please see our attached proposal for an additional five-year term to our agreement. I truly look forward to discussing this with you and the Council and moving forward with the intent to continue our partnership to 2026 and beyond.

Thank you for your time and consideration.

Sincerely,

Susan Piazza
Manager, Municipal Sales

Kevin Hinson
General Manager

PROPOSAL FOR FIVE-YEAR EXTENSION

Senior Discount

We recognize the importance of providing fair and reasonable pricing for your residents, especially those who qualify for a Senior Discount. You will find that our proposal includes:

- An increase in the Senior Discount to 15%. Households with only one or two people, and at least one is at or over the age of 65, are eligible for the discount. *Please notice that even though there is a Price Increase proposed in Year 1, the Senior rate is reduced by \$.48/home from your current senior rate.*
- A willingness to host “sign-up sessions” at City Hall (or other location of city’s choosing)
 - For example: A Republic Services employee will schedule (2) four-hour shifts at or around the first week of September and March each year (or any months agreed upon) to sign people up in person for the discount. The discount can also be activated by eligible seniors at any time with a call to our Customer Resource Center. We would also welcome any promotion of this via the city’s website, newsletter and social media accounts. At no time will this discount be retroactive.

Yard Waste

Our proposal includes three different yard waste programs to review:

- Current Service: Subscription yard waste
 - If you choose to keep subscription Yard Waste, we will add an option to residents of an “occasional” pick up:
 - A resident does not need to have a subscription to yard waste service to use this option. They simply call us and schedule a one-time pickup at the rate outlined in Exhibit A-1.
 - Please note Occasional Pick Up is only available if Subscription yard waste continues as the primary mode for collecting yard waste.
- Yard waste included for all residents – the monthly rate billed to all residents includes yard waste service. Rates outlined in Exhibit A-1.

Price Increase Model

Nobody could have foreseen over six years ago when our current agreement was executed that the solid waste/recycle industry would incur two events that have long-term impact:

- “China Sword” - China turned the recycle industry upside-down by banning recycling imports. Although we found domestic markets for 99% of our commodities, the commodity market still has not rebounded to pre-China Sword pricing. The cost of providing recycling services (from collection to processing) has almost tripled since our current agreement was executed.

- COVID-19 Pandemic has had an immediate impact on the weights being collected in our municipalities. Chesterfield residents are disposing 13% more trash and recycling
 - Prior to COVID, Chesterfield weights were:
 - TR: 30 lbs/per home per pick up
 - REC: 12.6 lbs/per home per pick up
 - Current volume averages:
 - TR: 33.8 lbs/per home per pick up
 - REC: 14.4 lbs/per home per pick up
- These weight Increases equate to a cost increase to provide service of \$.57/per unit per month (\$.29/tr and \$.37/rec)

We feel our 2% proposed pricing in year one, at \$.29/home/month for regular rate (and a reduction for seniors), is modest in contrast to our increases we have incurred in the past two years, when the city had a zero price increase for these two years.

For annual price increases moving forward, we are proposing switching from a fixed rate to utilizing the Consumer Price Index, Water/Sewer/Trash Index, which is more indicative of our costs to provide service. Some municipalities that have switched to this index find it easier to explain PI's since it is based on the Bureau of Labor Statistics data relevant to our industry. Due to the lag in CPI table publication, we propose using the 12-month rolling average for April of each year, with an effective date of August 1, beginning with Year Two of our contract. The rate will not decrease. Prior to each price increase, we will submit the CPI table/# being used to the city for verification.

Future Assumptions

Our contract requires we service the city of Chesterfield with Compressed Natural Gas (CNG) trucks. We plan to continue utilizing CNG in future years as well and continue to partner with your city on reaching your sustainability goals, including lower emissions.

Miscellaneous

For the very limited number of residents who still pay for backdoor service (110) and twice a week service (160), we will continue servicing them but not add any new customers to these services. They will be on the same price increase schedule as the other rates.

Free Municipal Services

Service to current City facilities continue at no charge, which currently includes 23 dumpsters and six rollofs:

- Parks Administration Building – (1) 8 yd
- Amphitheater – (3) 4 yds
- Athletic Complex – (1) 8 yd & (8) 6 yds
- Pool (Seasonal) – (2) 3 yds
- Public Works – (2) 6 yds & (1) 30 yd rolloff
- Parks Maintenance Building – (1) 2 yd & (3) 6 yds & (1) 30 yd rolloff
- City Hall – (2) 4 yds
- Central Park – (2) 40 yd rollofs
- Street Sweeping – (2) 40 yd rollofs
- Fourth of July Celebration – (1) 30-yd rolloff
- Bus Stops – 37 carts/containers

We understand there is an expansion planned near Central Park as well as a new park being developed at Logan College. We will include basic trash service for these, once they are open to the public, at no charge.

We will continue to collect Halloween pumpkins/jack-o'-lanterns during the month of November at no charge. Holiday trees will be collected at no charge through the first week of January. All single-family residents are eligible for these services, without regard to whether they pay for yard waste services.

Other Services provided on an as needed basis, requested by resident:

- a. White goods - \$28/per item; resident must call Republic Services and schedule in advance of pick up.
- b. Bulk – 2 free items per week; resident must call Republic Services and schedule in advance. A specific quote will be provided to a resident that requires a larger bulk collection.
- c. If a customer requests an additional cart there will be a \$15.00 delivery fee, billed directly to the customer. Should a cart exchange be requested, not due to normal wear/tear or damage incurred by Republic Services during service, there will be a \$15.00 delivery and \$15.00 removal fee billed directly to the customer.
- d. Electronics Recycling – we utilize a 3rd party to collect and recycle these items. The cost varies depending on the item and we will quote the current rate when a resident calls in to schedule this service. These rates we are charged are passed through to the customer. Current rates are:
 - i. \$86.25 for tube TV or CRT monitor
 - ii. \$25.00/each – all other electronics
- e. Construction Debris – we will collect up to six cubic yards (average size pickup truck bed) of construction debris for \$75.00. This needs scheduled via Republic Services and paid for in advance. This is ideal for small projects that do not need a large rolloff for disposal.

Our Service Commitment

If we are notified of a residential miss prior to noon on the scheduled day of service, we will return on the same day for pickup. If we are notified after noon, we will return by 5:00 p.m. on the next business day to service. If routes are running later than normal, or we have a holiday schedule week, we will implement our "Call 'Em All" / call blast service to residents to help eliminate a "worry" call regarding a miss.

EXHIBIT A-1



CURRENT SERVICES Chesterfield MO Pricing Proposal August 1 - July 31 contract year Price stated per month ; billed quarterly by RSG			Trash 1/wk Rec 1/wk	Senior Rate	Optional Yard Waste			
		YW billed quarterly (4,200)			SENIOR YW billed quarterly (776)	YW billed annually (64)	SENIOR YW billed annually (10)	
Current Rate		2020-2021	\$14.58	\$13.12	\$15.34	\$13.81	\$14.07	\$12.67
Five Year Extension	Year 1	2021-2022	\$14.87	\$12.64	\$15.65	\$13.30	\$14.35	\$12.20
	Years 2 thru 5		Price increase percentage based on CPI-Water/Sewer/Trash Index					
Option Years 6 & 7			Price increase percentage based on CPI-Water/Sewer/Trash Index					

MANDATORY YARD WASTE Chesterfield MO Pricing Proposal August 1 - July 31 contract year Price stated per month ; billed quarterly by RSG			Trash 1/wk Rec 1/wk	Senior Rate	MANDATORY YARD WASTE (every resident pays for yard waste)		
					YW	SENIOR YW	
Current Rate		2020-2021	\$14.58	\$13.12	n/a	n/a	
Five Year Extension	Year 1	2021-2022	\$14.87	\$12.64	\$7.57	\$6.43	
	monthly cost total - TR/REC/YW		\$22.44	\$19.07			
	Years 2 thru 5		Price increase percentage based on CPI-Water/Sewer/Trash Index				
	Option Years 6 & 7		Price increase percentage based on CPI-Water/Sewer/Trash Index				

Based on APRIL rolling 12-month average for 8/1 anniversary date due to lag in CPI table

If Optional Yard Waste is selected, we will add this service option:
One time/occasional pick up of yard waste up to four bags: \$8.00 five to eight bags: \$12.00 each add'l bag over eight: \$1.00 20 bag LIMIT for this option Resident simply calls Republic Services to schedule and pay

EXHIBIT B-1

**ONLY place these items in
the recycling container**



**How to prepare
your recyclables**



Empty. Clean. Dry.™
Keep all recyclables free
of food and liquid



Don't bag it
Never put recyclables
in containers or bags



NEVER place these items in the recycling container

Plastic Bags
& Wrappers

Clothing
& Shoes

Tools
Food
Toys

Electronics
& Batteries
Construction
Waste

Medical Waste
Yard Waste
Diapers
Scrap Metal

Soiled Paper
Styrofoam

Greasy
Pizza Boxes

Learn more at
RecyclingSimplified.com

Recycling *Simplified*



We'll handle it from here.™

MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the “**Agreement**”) is made and entered into this ____ day of _____, 2021 by and between the City of Chesterfield, Missouri (“**City**”), and Allied Services, LLC dba Republic Services of Bridgeton, a Delaware limited liability company qualified to do and actually doing business in the State of Missouri (“**Company**”).

RECITALS

WHEREAS, City desires that Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

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

TERMS AND CONDITIONS

1. Sole and Exclusive Franchise. Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal or recycling, of all conforming Waste Material (as defined in Exhibit A) for the following types of locations (“**Location Types**”) within the territorial jurisdiction of the City (the “**Services**”). Notwithstanding the foregoing, this Agreement does not pertain the use of commercial landscaping or tree services:

Location Types

<u>xx</u> Residential Units	_____ Large Commercial Units
_____ Small Commercial Units	_____ Industrial Permanent Units
_____ Municipal Facilities	_____ Industrial Temporary Units

2. Newly Developed Areas. If the City develops new areas (of the same Location Types as designated above) within the City’s territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the City annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).
3. Scope of Services. Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in any exhibit attached hereto.
4. Out of Scope Services May Be Contracted for Directly with Customers. Company may provide collection and disposal or recycling service within the territorial jurisdiction of the City for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such Customers to use Company for such services, but they may do so at their discretion. The City agrees

that Company may use any information received from the City in marketing all of its available services to the Customers located within the City, whether included in the scope of this Agreement or not.

5. Exhibits. All Exhibits attached this Agreement are an integral part of the Agreement and are incorporated herein.

Exhibit A Specifications for Municipal Solid Waste Services

Exhibit A-1 Municipal Solid Waste, Recycling, and Yard Waste Pricing

Exhibit B Specifications for Recycling Services

6. Term. This agreement begins on August 1, 2021 (“**Effective Date**”) and expires five (5) years thereafter unless both parties agree to a two (2) year extension. Thereafter Agreement may be extended annually by written agreement by both parties.

7. Rates for Services; Rate Adjustments; Change in Law.

7.1 Rates for Services. The rates for all Services shall be as shown on Exhibit A-1, subject to the rate adjustments and additional fees and costs as set forth herein.

7.2 Annual Rate Adjustments. Company shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the “**CPI**”). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding. To implement the Price Increase by the August 1st anniversary date, we will use the April trailing 12-month average CPI for Water, Sewer, Trash.

7.3 Change in Law Adjustments. Company may request to negotiate an increase to the rates for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) increased fuel costs; and (f) changes in costs due to a Force Majeure Event.

8. Invoicing; Payment.

8.1 Invoicing the Customer Directly. Company shall invoice each individual Customer for Services rendered to such Customer under this contract Quarterly, within 30 days following the end of the first month of the quarter, and the Customer shall pay Company’s invoice(s).

8.2 Payment. Customers shall pay each of Company’s invoices without offset within thirty (30) days of receipt Company’s invoice. Payments not made on or before their due date may be subject to late fees. If the Customer withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.

9. Termination. After completion of the first six (6) months of the Agreement the City shall have the right to terminate this Agreement for any reason by giving the Company written notice to such effect 2 years prior to said termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the Customer shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.
10. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment (“**Applicable Law**”). In the event any provision of this Agreement conflicts with an existing ordinance of the City, this Agreement shall control, and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.
11. Title. Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.
12. Excluded Waste. If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire waste container that contains the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and, in Company's sole discretion, charge the depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. Company shall release City from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.
13. Vehicles. Hauler shall furnish all necessary vehicles, which shall be substantial, non-leakable, and metallic vehicles and trucks provided with tops or coverings to prevent the spilling or leaking of materials and to conceal the contents of such vehicle from view. Said vehicles shall be kept covered or closed at all times except when being loaded or unloaded. All such vehicles shall:
- a) Carry evidence of a current State of Missouri Safety inspection and any other licenses required as a condition of doing business by the County Department of Health or the Missouri Department of Natural Resources.
 - b) The gross vehicle weight of the trash truck shall not exceed 20 tons for a single axle truck and 30 tons for a tandem axle truck, or except as otherwise provided by State or St. Louis County Law.
 - c) Vehicles must be automated compressed natural gas (CNG) operated, yard waste trucks excluded.
14. Risk Allocation. The Company agrees to defend with counsel approved by the City, and indemnify and hold harmless the City, its officers, engineers, elected officials, representatives, agents and employees

from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from the Company's breach of this Agreement or out of services and operations negligently performed hereunder by the Company, including the City's reliance on or use of the services or products provided by the Company under the terms of this Agreement. The Company shall not be liable for any loss or damage attributable to the extent such is caused by the negligence of the City. To the extent required by law to enforce this provision, the Company agrees that this indemnification requires the Company to obtain insurance in amounts specified herein and that the Company has had the opportunity to recover the costs of such insurance in the compensation set forth in this Agreement.

15. Insurance. During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage	\$3,000,000
Combined – Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage	\$2,500,000 each occurrence
Combined – Single Limit	\$5,000,000 general aggregate

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Company shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City by the insurance carriers or their authorized representative, show the City as an additional insured under the Automobile and General Liability policies via blanket-form endorsement, and contain waivers of subrogation in favor of the City via blanket-form endorsement (excluding Worker's Compensation policy) except with respect to the willful misconduct of City. For each insurance policy the Company is required to maintain under this Agreement, the Company shall obtain a waiver of subrogation in favor of the City via blanket-form endorsement. The waiver shall expressly waive any and all rights of subrogation, reimbursement, exoneration, or contribution of any other claim which the Company or insurance provider may now or hereafter have against the City, the City's elected officials, employees, agents, attorneys, and representatives, arising from the existence or performance of this Agreement, until termination of this Agreement.

16. Force Majeure. Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, riots, terrorist acts, acts of war, compliance with Applicable Laws or governmental orders, fires, unusually severe weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing

levels under this Agreement during the term of such event and for a reasonable time thereafter. In the event of increased volume due to a Force Majeure event, Company and the City shall negotiate the additional payment to be made to Company. Further, the City and Company shall negotiate any requested variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials due to a Force Majeure event.

17. Non-Discrimination. Company shall not discriminate against any person because of race, sex, gender, disability, marital status, sexual orientation, military or veteran's status, age, creed, color, religion or national origin in its performance of Services under this Agreement.
18. Licenses and Taxes. Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the City and by the State.
19. Free Municipal Services. At no cost to the City, the Company shall provide collection services to Municipal Facilities including provisions of suitable dumpsters for Waste Material. The size and frequency of collection from Municipal Facilities shall be determined by typical use and seasonal volumes. The following is a list and description of currently existing Municipal Facilities:
 - Parks Administration Building – (1) 8 yd
 - Amphitheater – (3) 4 yds
 - Athletic Complex – (1) 8 yd & (8) 6 yds
 - Pool (Seasonal) – (2) 3 yds
 - Public Works – (2) 6 yds & (1) 30 yd rolloff
 - Parks Maintenance Building – (1) 2 yd & (3) 6 yds & (1) 30 yd rolloff
 - City Hall – (2) 4 yds
 - Central Park – (2) 40 yd rolloffs
 - Street Sweeping – (2) 40 yd rolloffs
 - Fourth of July Celebration – (1) 30-yd rolloff
 - Bus Stops – 37 carts/containers

Company agrees to provide no cost collection services to future Municipal Facilities including but not limited to an expansion planned near Central Park as well as a new park being developed at Logan College.

Company will continue to collect Halloween pumpkins/jack-o'lanterns during the month of November at no charge. Holiday trees will be collected at no charge through the first week of January. All single-family residents are eligible for these services, without regard to whether they pay for yard waste services.

20. Performance Bond. Prior to execution of this Agreement, the Company shall provide a Performance Bond issued by a reputable surety satisfactory to the City in the amount of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00). Said bond shall be in favor of the City and shall guarantee the faithful performance of all of the terms and conditions of this Agreement and compliance with the City's Municipal Code and all applicable state regulations regarding the collection and disposal of solid waste. Further, that said bond secures the City against the Company permitting any nuisance to be created and saves the City harmless by reason of any suit, claim, or demand growing out of the collection and disposal of garbage and refuse by the Company under this Agreement.
21. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be

unreasonably withheld. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to City under this Agreement nor are any of the City's IP granted to the Company under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) City and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

City of Chesterfield, Missouri

Allied Services, LLC dba Republic Services of
Bridgeton

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

EXHIBIT A

SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES

1. Waste Material. The following Waste Material shall be considered in scope during the Term of this Agreement:

<u>xx</u> Municipal Solid Waste (MSW)	<u>xx</u> Bulky Waste
<u>xx</u> Yard Waste	Construction Debris

2. Definitions.

2.1 Bulky Waste – Stoves, refrigerators (with all CFC and other refrigerants removed), water tanks, washing machines, furniture and other similar items with weights and/or volumes greater than those allowed for the waste container supplied.

2.2 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.

2.3 Construction Debris – Excess building materials resulting from construction, remodeling, repair or demolition operations.

2.4 Customer – An occupant or operator of any type of premise within the City that is covered by this Agreement and who generates Municipal Solid Waste and/or Recyclable Material, if applicable.

2.5 Disposal Site – A Waste Material depository including, but not limited to, sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.

2.6 Excluded Waste – Excluded Waste consists of Special Waste, Hazardous Waste, and any other material not expressly included within the scope of this Agreement including, but not limited to, any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste.

2.7 Hazardous Waste – Any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Law.

2.8 Industrial Permanent Unit – An industrial premise requiring use of a large container for the collection of its MSW for a continuous term.

2.9 Industrial Temporary Unit – An industrial premise requiring use of a large container for the collection of its Solid Waste on only a temporary basis. Solid Waste collection is generally limited to a specific event or a short-term project.

2.10 Large Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires a waste container that is two (2) yards or larger per collection day for the collection of its Solid Waste.

2.11 Municipal Facilities – Those specific municipal premises as set forth on Exhibit A-1 of this Agreement, if any.

2.12 Municipal Solid Waste (or “MSW”) – Useless, unwanted or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential, commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.

2.13 Residential Unit – A dwelling where a person or group of people live. For purposes of this Agreement, each unit in a multi-family dwelling (condominium, apartment or other grouped housing structure) shall be treated as a separate Residential Unit and a Residential Unit shall be deemed occupied when either water or power services are being supplied thereto.

2.14 Residential Streets – This agreement is exclusive for residential units on public streets; private streets are not required to use Company for residential service.

2.15 Small Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires no more than three (3) thirty-two (32) gallon containers per collection day for the collection of its Solid Waste. Examples of Small Commercial Units include offices, stores, service stations, restaurants, amusement centers, schools, and churches.

2.16 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to (a) waste generated by an industrial process or a pollution control process; (b) waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals; (c) waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”); (d) waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes; (e) waste which may contain free liquids and requires liquid waste solidification; (f) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA; (g) asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law; (h) waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA); (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and (j) Municipal Solid Waste that may have come into contact with any of the foregoing.

2.17 Waste Material – All nonhazardous Municipal Solid Waste and, as applicable, Recyclable Material, Yard Waste, Bulky Waste and Construction Debris generated at the Location Types covered by this Agreement. Waste Material does not include any Excluded Waste.

2.18 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length are not required to be in a container, bag or box.

3. Collection Operations.

3.1 Location of Containers, Bags and Bundles for Collection. Each container, bag and bundle containing Waste Material shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, bags and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any container, bag or bundle not so placed or any Waste Material not in a container, bag or bundle.

3.2 Hours of Collection Operations. Collection of Waste Material shall not start before 7:00 A.M. or continue after 6:00 P.M. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Collection routes shall be established by the Company. Company shall submit the Residential Unit and Municipal Facility collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. The Company may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least four (4) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

3.4 Residential Collection. Company shall be obligated to collect all solid waste or recycling per week from each Residential Unit provided it is contained in a Hauler-provided cart. Yard Waste is unlimited, provided it is in Kraft paper bags, personal containers labeled “yard waste” or carts rented from the Hauler. Plastic bags may not be used for disposal of yard waste.

3.5 Holidays. The following shall be holidays for purposes of this Agreement: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Company may suspend collection service on any of these holidays, but such decision in no manner relieves Company of its obligation to provide collection service at least once per week.

3.6 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received. If the complaint is received and verified prior to noon on the service day, collection will be made by end of business day. Company will have a single point of contact for city staff’s use only, typically the Company’s Municipal Manager, or person in similar position. In the event the complaint is not abated in the required time frame, the Company shall follow up with the household to ensure that the complaint has been resolved to the satisfaction of the complainant. If any resident complaint is not resolved prior to 5:00 p.m. on the day following receipt of the complaint and the City, at its sole discretion, resolves the complaint using City personnel and equipment or a third party, the Company shall be subject to a fine of \$50.00 per complaint. In cases where complaints involve more than one household, each household shall be considered a separate complaint for purposes of this section.

3.7 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity of the Company.

3.8 Disposal. All Waste Material, other than processed Recyclable Material that is marketable, collected within the City under this Agreement shall be deposited at a Disposal Site selected by Company and properly permitted by the State in which it is located.

3.9 Customer Education. The Contractor shall notify all Customers at Residential Units about set-up, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections as needed.

3.10 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

EXHIBIT A-1

SOLID WASTE, RECYCLING AND YARD WASTE PRICING

If Optional Yard Waste is selected:

CURRENT SERVICES Chesterfield MO Pricing Proposal August 1 - July 31 contract year Price stated per month ; billed quarterly by RSG			Trash 1/wk Rec 1/wk	Senior Rate	<i>Optional Yard Waste</i>			
					YW billed quarterly (4,200)	SENIOR YW billed quarterly (776)	YW billed annually (64)	SENIOR YW billed annually (10)
<i>Current Rate</i>		<i>2020-2021</i>	<i>\$14.58</i>	<i>\$13.12</i>	<i>\$15.34</i>	<i>\$13.81</i>	<i>\$14.07</i>	<i>\$12.67</i>
Five Year Extension	Year 1	2021-2022	\$14.87	\$12.64	\$15.65	\$13.30	\$14.35	\$12.20
		<i>Years 2 thru 5</i>	<i>Price increase percentage based on CPI-Water/Sewer/Trash Index</i>					
		<i>Option Years 6 & 7</i>	<i>Price increase percentage based on CPI-Water/Sewer/Trash Index</i>					

If Optional Yard Waste is selected, we will add this service option:
<u>One time/occasional pick up of yard waste</u> up to four bags/bundles: \$8.00 five to eight bags/bundles: \$12.00 each add'l bag/bundle over eight: \$1.00 20 bag/bundle LIMIT for this option Resident simply calls Republic Services to schedule and pay

Other Services provided on an as needed basis, requested by resident:

- a. White goods - \$28/per item; resident must call Republic Services and schedule in advance of pick up.
- b. Bulk – 2 free items per week; resident must call Republic Services and schedule in advance. A specific quote will be provided to a resident that requires a larger bulk collection.
- c. If a customer requests an additional cart there will be a \$15.00 delivery fee, billed directly to the customer. Should a cart exchange be requested, not due to normal wear/tear or damage incurred by Republic Services during service, there will be a \$15.00 delivery and \$15.00 removal fee billed directly to the customer.
- d. Electronics Recycling – we utilize a 3rd party to collect and recycle these items. The cost varies depending on the item and we will quote the current rate when a resident calls in to schedule this service. These rates we are charged are passed through to the customer. Current rates are:
 - i. \$86.25 for tube TV or CRT monitor
 - ii. \$25.00/each – all other electronics

- e. Construction Debris – we will collect up to six cubic yards (average size pickup truck bed) of construction debris for \$75.00. This shall be scheduled via Republic Services and paid for in advance.

EXHIBIT B

SPECIFICATIONS FOR RECYCLING SERVICES

1. Recycling Services Definitions.

1.1 “**Recyclable Materials**” are used and/or discarded materials that are capable of successful processing and sale on the commodity market.

1.2 “**Acceptable Material**” means the materials listed in Section 8 below.

1.3 “**Unacceptable Material**” means the materials listed in Section 9 below. All Recyclable Materials collected for delivery and sale by Company shall be hauled to a processing facility selected by Company for processing (“Recycling Services”).

2. City’s Duty. City shall make a commercially reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers. Educational materials will be provided by Contractor. This duty in no way creates any liability to the City due to its failure to educate customers or create any liability resulting from Customers placing Unacceptable Material in their recycling containers.

3. Right to Inspect/Audit. Company may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Company’s visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Company will notify City of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of City’s Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection and Processing rate commensurate with the composition of Unacceptable Material. The cost of any such procedures, surveys, or reviews will be borne by the Company.

4. Changes in Market Conditions. If market conditions develop that limit or inhibit Company from selling some or all of the Acceptable Material, Company may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility’s Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate. Company must provide City notice thirty (30) days prior to any of the aforementioned changes taking effect.

5. Acceptable Material. All material must be empty, clean and dry. Company may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days’ prior written notice of any such modifications.

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- #3, 4, 5, 7 Food, beverage and household items containers, no #6
- Aluminum Foil – clean, no food waste
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular

- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books
- Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons
- Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)

7. Unacceptable Material. Company may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.

NEW BUSINESS

EXECUTIVE SESSION

An Executive Session (closed meeting) has been scheduled to take place immediately following the Agenda Review Meeting, on March 1, 2021, which itself is scheduled to begin at 5:30 pm.

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

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

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

RSMo 610.021 (9) 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 (13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, except that this exemption shall not apply to the names, positions, salaries and lengths of service of officers and employees of public agencies once they are employed as such, and the names of private sources donating or contributing money to the salary of a chancellor or president at all public colleges universities in the state of Missouri and the amount of money contributed by the source;

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