



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Tuesday, January 16, 2024
6:00 PM**

I. Appointments – Mayor Bob Nation

II. Council Committee Reports

**A. Planning and Public Works Committee – Chairperson Merrell Hansen,
Ward IV**

- 1. Proposed Bill No. 3485 – P.Z. 13-2023 17551, 17555 & 17599
Chesterfield Airport Rd. (Baldrige-Ryken, LLC):** An ordinance amending the zoning ordinance 2724 of the City of Chesterfield by changing the boundaries of the “PC” Planned Commercial District to a new “PC” Planned Commercial District for a 2.9 acre tract of land located on the north side of the Chesterfield Airport Road of the intersection of Long Road and Chesterfield Airport Road (P.Z. 13-2023 17551, 17555, & 17599 Chesterfield Airport Road (Baldrige – Ryken, LLC) (17U140252, 17U140263, and 17U140203) **(First Reading)**
Planning and Public Works Committee recommends approval with Green Sheet Amendments.

2. Next Meeting – Thursday, January 18, 2024 (5:30pm)

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

- 1. Next Meeting – not yet scheduled**

**C. Parks, Recreation and Arts Committee – Chairperson Mary Monachella,
Ward I**

- 1. Next Meeting – Monday, January 22, 2024 (5:30pm)**

**D. Public Health and Safety Committee – Chairperson Mary Ann Mastorakos,
Ward II**

- 1. Next Meeting – Monday, February 12, 2024 (5:00pm)**

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

- A. 2024 Construction and Inspection Testing Services** – Recommendation to authorize the City Administrator to enter into an agreement with Geotechnology Incorporated for construction testing and inspection services in an amount not to exceed \$110,000 **(Roll Call Vote) Public Works Director recommends approval.**
- B. Perry Weather Alert System** – Recommendation to authorize the City Administrator to enter into an agreement with Perry Weather LLC for the purchase of an outdoor warning and weather system, at a cost of \$47,500 which is the amount budgeted in the parks fund, 089 Sports and Wellness division for this purpose. **(Roll Call Vote) Director of Parks, Recreation and Arts recommends approval.**

IV. Other Legislation

- A. Proposed Bill No. 3486** – An ordinance authorizing the City Administrator of the City of Chesterfield to execute an agreement with the Fraternal Order of Police Lodge 15 as the collective bargaining agent for Chesterfield police officers and sergeants. **(First and Second Reading) City Administrator recommends approval.**

V. Unfinished Business

VI. New Business

VII. Adjournment

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

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

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



AGENDA
CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Tuesday, January 16, 2024
7:00 PM

- I. CALL TO ORDER** – Mayor Bob Nation

- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation

- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation

- IV. ROLL CALL** – City Clerk Vickie McGownd

- V. APPROVAL OF MINUTES** – Mayor Bob Nation
 - A. Executive Session Minutes** – January 2, 2024
 - B. City Council Meeting Minutes** – January 2, 2024

- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Thursday, January 18, 2024 – Planning & Public Works (5:30pm)**
 - B. Monday, January 22, 2024 – Parks, Recreation & Arts (5:30pm)**
 - C. Monday, February 5, 2024 – City Council (7:00pm)**
 - D. Monday, February 12, 2024 – Public Health & Safety (5:00pm)**

- VII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation

- VIII. APPOINTMENTS** – Mayor Bob Nation

IX. COUNCIL COMMITTEE REPORTS

A. Planning and Public Works Committee – Chairperson Merrell Hansen, Ward IV

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Public Health and Safety Committee – Chairperson Mary Ann Mastorakos, Ward II

- 2. Next Meeting – Monday, February 12, 2024 (5:00pm)**

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

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XI. OTHER LEGISLATION

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XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. ADJOURNMENT

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

AGENDA REVIEW – TUESDAY, JANUARY 16, 2024 – 6:00 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:00 PM, on Tuesday, January 16, 2024.**

The agenda review will be immediately followed by an executive session.

Please let me know, ASAP, if you will be unable to attend these meetings.

UPCOMING MEETINGS/EVENTS

Thursday, January 18, 2024 – Planning & Public Works (5:30pm)

Monday, January 22, 2024 – Parks, Recreation & Arts (5:30pm)

Monday, February 5, 2024 – City Council (7:00pm)

Monday, February 12, 2024 – Public Health & Safety (5:00pm)

COMMUNICATIONS AND PETITIONS

APPOINTMENTS

There are no appointments scheduled for Tuesday's meeting.

City of Chesterfield
Excess Checks (=> \$5,000)
December 2023

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
12/7/2023	1341	XTREME GREEN	AMPHITHEATER TURF PROJECT	\$ 41,640.00	137
12/14/2023	1342	CLARK EQUIPMENT CO. D/B/A	TRACK LOADER SKID STEER	65,655.07	137
12/14/2023	1343	KEEVEN BROTHERS INC	SOD	5,103.90	137
12/14/2023	1344	STEPHENS FLOOR COVERING, INC.	CITY HALL CARPET	101,785.00	137
12/21/2023	1345	COUNCIL CHAMBERS A/V SYSTEM	COUNCIL CHAMBERS A/V SYSTEM	7,391.67	137
12/7/2023	51496	GERALD A. BOSCHERT	SOUND TECHS	16,200.00	119
12/7/2023	51501	LANDMARK SIGN COMPANY LLC	HOLIDAY BANNERS AND PLAQUE FOR HOLIDAY LUNCHEON	6,130.01	119
12/14/2023	51527	CAPRI POOLS, LLC	WINTERIZE POOL	6,118.97	119
12/21/2023	51585	STOCK & ASSOCIATES	2023 ARCHERY RANGE IMPROVEMENTS	9,500.00	119
12/28/2023	51598	METROPOLITAN ST. LOUIS SEWER DISTRICT	16365 LYDIA HILL DR, ACCT #0472321-9	13,098.84	119
12/1/2023	70988	DELTA DENTAL OF MISSOURI	DECEMBER 2023 DENTAL INSURANCE PREMIUMNS	13,748.62	001
12/1/2023	70990	ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL	DECEMBER 2023 HEALTH INSURANCE PREMIUMNS	210,486.15	001
12/7/2023	70999	ARMSTRONG TEASDALE LLP	VILLAGE, LP	14,444.00	001
12/7/2023	71025	REJIS COMMISSION	(3) REJIS CONTRACTUAL FEES	5,016.75	121
12/7/2023	71028	SPIRE ENERGY	690 CHESTERFIELD PKWY - 3433311000	5,485.60	001
12/14/2023	71040	AMCON MUNICIPAL CONCRETE, LLC	SLAB REPLACEMENT PROJECT B-PO TRANSFER	17,253.00	120
12/14/2023	71055	ENGELMEYER & PEZZANI, LLC	SEPTEMBER AND OCTOBER 2023 ALTERNATIVE COURT AND TRIAL SERVICE FEES	9,850.00	001
12/14/2023	71061	HARDESTY PROPERTIES, INC.	LOT CASH ESCROW RELEASE-GR 19,24,27,29,35,36	9,000.00	808
12/14/2023	71076	MC KELVEY HOMES	LOT CASH ESCROW RELEASE -WH ,LOT 23,27,28,29	6,000.00	808
12/14/2023	71085	ST. LOUIS AREA INSURANCE TRUST	WORKER'S COMPENSATION/GENERAL, POLICE, AND AUTO LIABILITY INSURANCE	481,400.00	001
12/14/2023	71086	ST. LOUIS COUNTY MISSOURI - POLICE DEPT	POLICE COMMUNICATIONS	18,047.50	121
12/14/2023	71090	SWEETENS CONCRETE SERVICES, LLC	2023 CRACK SEALING PROJECT	29,243.38	120
12/14/2023	71092	THE HARTFORD-PRIORITY ACCOUNTS	DECEMBER 2023 GROUP LIFE, LTD, STD, VOL LIFE, ACCIDENT, AND CRITICAL ILLNESS INSURANCE	13,945.24	001
12/21/2023	71102	AMEREN MISSOURI	690 CHESTERFIELD PKWY W-0627147004	9,577.40	001
12/21/2023	71108	BENEFLEX	JULY-NOVEMBER HRA AND FSA MONTHLY FEES	5,063.40	001
12/21/2023	71111	CIVICPLUS, LLC	CIVICPLUS MUNICIPAL SOFTWARE BUNDLE	64,583.77	001
12/21/2023	71123	FV OPERATIONS	FV OPERATION FOR FRIENDSHIP VILLAGE, LANDSCAPE AND TREE PRESERVATION SURETY RELEASE	267,496.00	808
12/21/2023	71128	IMPERIAL MOTORS, INC.	LANDSCAPE SURETY RELEASE, JAQUAR LAND ROVER	69,206.50	808
12/21/2023	71146	NEXT-LEVEL CONSTRUCTION, LLC	2023 WILDHORSE PARKWAY RECONSTRUCTION PROJECT	284,501.82	120
12/21/2023	71148	PNC BANK	NOV-DEC 2023 PNC CREDIT CARD STATEMENT	20,521.57	001
12/21/2023	71168	TRUCK CENTERS, INC.	TRUCK AND EQUIPMENT, 2.5 TON DUMP TRUCK AND TANDEM DUMP TRUCK AND REAR CAMERAS	215,473.00	120
12/28/2023	71175	BOBCAT COMPANY	SKID STEER AND PLANER ATTACHMENT	38,113.25	001
12/28/2023	71179	E. MEIER CONTRACTING, INC.	SIDEWALK REPLACEMENT PROJECT B	9,625.40	120
12/28/2023	71180	FORD ASPHALT COMPANY, INC	2023 ASPHALT OVERLAY PROJECT	19,078.74	120
12/28/2023	71182	HESSE GRAVILLE, LLC	NOVEMBER 2023 MONTHLY LEGAL AND PROFESSIONAL SERVICES	32,543.75	001
12/28/2023	71189	SCA OF MO, LLC	2023 STREET SWEEPING	13,000.00	001
				\$ 2,155,328.30	

Respectfully submitted by,
Jeannette Kelly, Director of Finance



<u>Fund Legend</u>	
General Fund	001
Sewer lateral fund	110
Police forfeiture fund	114
Parks	119
Capital Improvements	120
Public Safety	121
Am Rescue Plan Act	137
Trust & Agency	808
TGA Trust Fund	810



RECORD OF PROCEEDING

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

JANUARY 2, 2024

The meeting was called to order at 7:05 p.m.

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

A roll call was taken with the following results:

PRESENT

ABSENT

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

APPROVAL OF MINUTES

The minutes of the December 4, 2023 Executive Session were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Budoor, to approve the December 4, 2023 Executive Session minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the December 4, 2023 Budget Public Hearing were submitted for approval. Councilmember Hansen made a motion, seconded by Councilmember Moore, to approve the December 4, 2023 Budget Public Hearing minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the December 4, 2023 Wildhorse Village Special Business District Public Hearing were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Monachella, to approve the December 4, 2023 Wildhorse Village Special Business District Public Hearing minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the December 4, 2023 City Council meeting were submitted for approval. Councilmember Mastorakos made a motion, seconded by Councilmember Hansen, to approve the December 4, 2023 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 City Hall will be closed on Monday, January 15, in observance of Martin Luther King Jr. Day.

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

COMMUNICATIONS AND PETITIONS

Mayor Jim Bowlin, City of Wildwood, presented a proclamation to Chief Ray Johnson in recognition of his upcoming retirement.

APPOINTMENTS

There were no appointments scheduled on the agenda for this meeting.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning & Public Works Committee

Councilmember Merrell Hansen, Chairperson of the Planning & Public Works Committee, made a motion, seconded by Councilmember Budoor, for approval of the amended site development section plan for the Waterfront at Wildhorse Village. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Hansen announced that the next meeting of this Committee is scheduled for Thursday, January 4, at 5:30 p.m.

Finance & Administration Committee

Councilmember Michael Moore, Chairperson of the Finance & Administration Committee, made a motion, seconded by Councilmember Hurt, to postpone a decision on repealing Planning Policy No. 1, regarding the Chesterfield Historic and Landmark Preservation Committee, for consideration, until the March 4, 2024 City Council meeting. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Moore made a motion, seconded by Councilmember Hansen, to approve a budget amendment in the amount of \$5,000 to update the City's website logo, as unanimously recommended by the Finance & Administration Committee. A roll call vote was taken with the following results: Ayes – McGuinness, Hansen, Moore, Hurt, Mastorakos, Budoor, Monachella and Wahl. Nays – None. Mayor Nation declared the motion passed.

Parks, Recreation & Arts Committee

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

Public Health & Safety Committee

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

Councilmember Mastorakos announced that the next meeting of this Committee is scheduled for Monday, February 12, at 5:00 p.m.

REPORT FROM THE CITY ADMINISTRATOR

Councilmember Moore made a motion, seconded by Councilmember Hurt, to approve a proposed resolution authorizing the City Administrator to file with the Boundary Commission of St. Louis County a map plan identifying the limits of any potential boundary changes that may occur during the upcoming five-year planning cycle established by the boundary commission. A roll call vote was taken with the following results: Ayes – Monachella, Hurt, Wahl, Mastorakos, Budoor, Hansen, McGuinness and Moore. Nays – None. Mayor Nation declared the motion passed. The successful resolution became Chesterfield Resolution No. 494.

City Administrator Mike Geisel reported that GO PLAY LLC, located at 140 Long Road, has requested a new liquor license for retail sale of malt liquor and light wine by the drink, to be consumed on premise, and Sunday sales. Mr. Geisel reported that, per City policy, this application has been reviewed and is now recommended for approval by both

the Police Department and Planning & Development Services. Councilmember Hansen made a motion, seconded by Councilmember Budoor, to approve issuance of a new liquor license to GO PLAY LLC. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

OTHER LEGISLATION

Bill No. 3483 Provides for the approval of a boundary adjustment plat for the consolidation of three parcels located in Schoettler’s Subdivision Parcel “B” totaling 13.87 acres zoned “NU” Non-Urban (19R130371, 19R130360, 19R130393 **(First and Second Reading)** **Planning Director recommends approval**

Councilmember Moore made a motion, seconded by Councilmember Monachella, for the first and second reading of Bill No. 3483. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3483 was read for the first and second time. A roll call vote was taken for the passage and approval of Bill No. 3483 with the following results: Ayes – Budoor, Wahl, Hurt, Mastorakos, Moore, Hansen, McGuinness and Monachella. Nays – None. Whereupon Mayor Nation declared Bill No. 3483 approved, passed it and it became **ORDINANCE NO. 3272**.

Bill No. 3484 Vacates an easement on adjusted Lot DD of boundary adjustment plat of adjusted lots A, B, D, and E of Wild Horse Heights Subdivision plat book 348, page 415 and a tract of land in U.S. surveys 153 and 164, township 45 north, range 3 east, as recorded in plat book 352 page 82-83 of St. Louis County, Missouri **(First and Second Reading)** **Planning Director recommends approval**

Councilmember Moore made a motion, seconded by Councilmember Monachella, for the first and second reading of Bill No. 3484. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3484 was read for the first and second time. A roll call vote was taken for the passage and approval of Bill No. 3484 with the following results: Ayes – Mastorakos, Hansen, Wahl, Budoor, Moore, Monachella, McGuinness and Hurt. Nays – None. Whereupon Mayor Nation declared Bill No. 3484 approved, passed it and it became **ORDINANCE NO. 3273**.

UNFINISHED BUSINESS

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

NEW BUSINESS

There was no new business.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:25 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Merrell Hansen

Vice-Chair: Councilmember Dan Hurt

Proposed Bill No. 3485 – P.Z. 13-2023 17551, 17555 & 17599 Chesterfield Airport Rd. (Baldrige-Ryken, LLC): An ordinance amending the zoning ordinance 2724 of the City of Chesterfield by changing the boundaries of the “PC” Planned Commercial District to a new “PC” Planned Commercial District for a 2.9 acre tract of land located on the north side of the Chesterfield Airport Road of the intersection of Long Road and Chesterfield Airport Road (P.Z. 13-2023 17551, 17555, & 17599 Chesterfield Airport Road (Baldrige – Ryken, LLC) (17U140252, 17U140263, and 17U140203) **(First Reading) Planning and Public Works Committee recommends approval with Green Sheet Amendments.**

NEXT MEETING

The next meeting of the Planning and Public Works Committee is scheduled for Thursday, January 18th, 2024, at 5:30pm.

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

MEMORANDUM

TO: Mike Geisel, City Administrator
FROM: Justin Wyse, Planning Director **JW**
SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, January 4, 2024



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, January 4, 2024 in Conference Room 101.

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

Also in attendance were: Justin Wyse, Director of Planning; Shilpi Bharti, Planner; Theresa Barnicle, Recording Secretary; and George Stock, Engineer for Applicant.

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

I. APPROVAL OF MEETING SUMMARY

A. Approval of the December 7, 2023 Committee Meeting Summary

Councilmember Hansen made a motion to approve the Meeting Summary of December 7, 2023. The motion was seconded by Councilmember Mastorakos and **passed by a voice vote of 4-0.**

II. UNFINISHED BUSINESS

- A. [P.Z. 13-2023 17551, 17555 & 17599 Chesterfield Airport Rd. \(Baldrige-Ryken, LLC\)](#): A request for an ordinance amendment to create a new "PC" Planned Commercial District for three parcels zoned "PC" Planned Commercial and "NU" Non-Urban and totaling 2.9 acres located on the north side of Chesterfield Airport Road, east of Long Road (17U140252, 17U140263, and 17U140203). (Ward 4)

STAFF PRESENTATION

Ms. Shilpi Bharti, Planner explained that Stock & Associates on behalf of Baldrige – Ryken, LLC has submitted a request for an ordinance amendment for a 2.9 acre tract of land located on the north side of Chesterfield Airport Road, east of Long Road. The site consists of three parcels zoned "NU" Non Urban and "PC" Planned Commercial. This amendment would modify the development standards, revise the legal description to include the NU parcel, include the additional use of a vehicle repair and service facility, and change the language in the Attachment A to allow two additional drive-thrus.

A Public Hearing was held on September 27, 2023 for this petition and there were two issues raised.

On November 13, 2023 Planning Commission voted to approve this petition with an amendment to revise the Attachment A to include a language that the buffer between potential area 1 and potential area 2 shall comply with the Preliminary Development Plan. The amended motion passed by a vote of 8-0.

The Planning & Public Works Committee reviewed this request on December 7, 2023. There were concerns raised about the number of drive-thrus, and no vote was taken on that day. The petition was pushed to the next meeting for discussion.

Since then, applicant has provided a letter that details the intent for the proposed requests. The letter offers the following clarifications:

1. The “Vehicle Repair and Service Facility” is intended to be similar to a business like Meineke or Dobbs. There is no intention to allow “collision services, including body, frame or fender repair and overall body” or storage of vehicles other than daily use.
2. The “Two Additional Drive-Thru Uses” is clarified as 1 full drive-thru as allowed plus 1 pickup window that would only function as a pickup window on pre orders.
3. Closure of the access drive to Chesterfield Airport Road upon cross access to the East being granted is not acceptable, as the development is dependent on retaining its access to Chesterfield Airport Road as granted in Ordinance No. 2742.

DISCUSSION

Councilmember Hurt questioned if the land owner was in-town or out-of-town, to which Mr. Stock assured that the owner was local in-town. Councilmember Hurt agreed with the committee that the plan was too intense for the lot and something should be removed from the proposal, but whatever was done, the motion did need to move forward one way or another. He was most adamant on adding an option for cross access to/from the east, instead of having the one entrance off of Chesterfield Airport Road.

Councilmember Hurt made a motion to amend section I-3 in the attachment A, to require cross access within the development and to adjacent parcels. The motion was seconded by Councilmember Monachella and **passed by a voice vote of 4-0.**

Councilmember Monachella believed that allowing only two businesses on the site would be more user friendly. She was in favor of removing the vehicle repair and service facility. Her belief was that with two drive-thrus and a vehicle facility of some sort, there are too many moving things, which contributes to the overall feeling of it being too intense. She would be most comfortable with stand-alone businesses without drive-thrus, but with having to compromise, agrees the plan could work if the vehicle repair and service facility usage was removed.

Councilmember Monachella made a motion to remove the vehicle repair and service facility. The motion was seconded by Councilmember Mastorakos and **passed by a voice vote of 3-1** with Chair Hansen voting nay.

Councilmember Mastorakos believes the proposed plan is too dense for the size of the lot. She stated that the Committee has a responsibility to make it the best they can so the Valley is not so jam packed. She is opposed to a vehicle repair and service facility similar to a Dobbs, because she cites the Dobbs location she frequents is always busy and it is difficult to get out of the parking lot. She would like to keep the access from Chesterfield Airport Road, even if additional access from the east was added.

George Stock, Engineer for the Applicant, spoke to the board to provide further clarification on his memo. Mr. Stock was comfortable with adding a limitation of vehicle storage on the site to prevent it from being a traditional auto repair business versus a drive through oil and lube business. He reiterated that there is a demand for business models offering quick lube vehicle service. Regarding the two drive-thrus, his client would be ok with having one full drive-thru with a menu board and one pre-order pickup window only. With that provision, as well as abundant stacking space for cars on the site, he does not think there will be a situation where traffic would overflow onto Chesterfield Airport Road, and does not want to eliminate the main access point, but would be open to adding the additional cross access from the east.

Motion

Councilmember Monachella made a motion to forward P.Z. 13-2023 17551, 17555 & 17599 Chesterfield Airport Rd. (Baldrige-Ryken, LLC to City Council, as amended. The motion was seconded by Councilmember Mastorakos and passed by a voice vote of 3-1, with Chair Hansen being the one nay vote.

Chair Hansen raised the question of future development in the area and how it relates to the intensity of the proposed development in regards to practicality. She questioned if the plan was more intense with two drive-thrus or a vehicle service facility. Her final viewpoint was that there will be greater flexibility in the plan with two drive-thrus and one car wash instead of a vehicle repair facility. She did cast her final vote as a no on the overall motion, with the reasoning behind her decision being that she would want more restrictions on the proposed development. She envisions a maximum number of two buildings on the lot with no more than one drive-thru. She believes that the motion as it stands is not the best thing for the community.

III. NEW BUSINESS

IV. OTHER

V. ADJOURNMENT

The meeting adjourned at 6:33 p.m.

Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: January 16, 2024

RE: **P.Z. 13-2023 17551, 17555 & 17599 Chesterfield Airport Rd. (Baldrige-Ryken, LLC):** A request for an ordinance amendment to create a new “PC” Planned Commercial District for three parcels zoned “PC” Planned Commercial and “NU” Non-Urban and totaling 2.9 acres located on the north side of Chesterfield Airport Road, east of Long Road (17U140252, 17U140263, and 17U140203).



Summary

Stock & Associates on behalf of Baldrige – Ryken, LLC has submitted a request for an ordinance amendment to the existing “PC” Planned Commercial District (ordinance 2742) and “NU” Non-Urban District to new “PC” Planned Commercial District to modify the development standards and legal description in the existing ordinance of the PC District site. This amendment would modify the permitted use, building setbacks, and parking setbacks in the current “PC” Planned Commercial District located north of Chesterfield Airport Road.



Figure 1: Subject Site Aerial

A Public Hearing was held on September 27, 2023 for this petition, there were two issues raised.

On November 13, 2023 Planning Commission voted to approve this petition with an amendment to revise the Attachment A to include a language that buffer between potential area 1 and potential area 2 shall comply with the Preliminary Development Plan. The amended motion passed by a vote of 8-0.

On December 07, 2023 Planning and Public Works Committee reviewed the petition. There was discussion at the meeting on the proposed “vehicle repair and service facility” use, “two” drive thru facilities, and access from the Chesterfield Airport Road. Since

then, applicant provided a letter that details the intent for the proposed requests, and provided response to the discussion related to the access from Chesterfield Airport Road.

On January 04, 2024 Planning and Public Works Committee reviewed the petition and made a motion to approve the petition with an amendment.

- Remove “Vehicle Repair and Service Facility” as a permitted use.
- Provide cross access within the development and to adjacent parcels.

Modifications are attached as a Greensheet Amendment. The motion to approve the petition, as amended, passed by a vote of 3-1.

Pursuant to the recommendation from Planning & Public Works (PPW), to recommend approval with the changes above, the applicant has submitted a letter to the City, requesting to allow “Oil Change Facility” as a permitted use in the Attachment A. If City Council would like to allow this use, Staff would recommend the following amendment:

Amend Section I. Specific Criteria, A
Add permitted use:

Oil Change Facility

Attachments: Greensheet
Applicant letter
Legislation
Attachment A
Attachment B – Preliminary Development Plan

GREEN SHEET AMENDMENTS

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

AMENDMENT 1: (Page 2 of 13)

Section I. Specific Criteria, A
Remove below permitted use:

~~t. Vehicle Repair & Service Facility~~

AMENDMENT 2: (Page 4 of 13)

Section I. Specific Criteria, I Access/Access Management,
Modify point 3 to include Cross Access language

3. Cross access shall be provided to the properties in the development **and to the neighboring properties** as directed by the City of Chesterfield and a cross-access/maintenance agreement shall be executed by the City and property owner regarding the existing shared access drive prior to issuance of permits.

January 8, 2024

Honorable Mayor & City Councilmembers
City of Chesterfield
690 W. Chesterfield Parkway
Chesterfield, MO 630510

Attention: Mr. Mike Geisel, P.E., - City Administrator (mgeisel@chesterfield.mo.us)

RE: P.Z. 13-2023, Planning & Public Works Committees (PPW) Recommendation on 1/4/2024
(Stock Project No. 223-7350)

Dear Honorable Mayor & City Councilmembers,

Pursuant to the recommendation from Planning & Public Works (PPW) on 1/4/2024, we respectfully request the following amendment to their recommendation.


Add one (1) additional “Permitted Use” – “Oil Change Facility”. The owner accepts the recommendation from the PPW Committee to delete their request to add “Vehicle Repair and Service Facility”.

However, the demand/market remains strong for Vehicle Services. As a result, in an effort to meet demand & market, an alternative use is being requested.

Concerns over “Intensity” related to the “Vehicle Repair & Service Facility” should be lessened with the limited service associated with solely an “Oil Change Facility”, i.e., Jiffy Lube or Valvoline Instant Oil Change.

I will be present at the City Council Meeting on January 16, 2024 to answer any questions the City Council may have at the owner’s request. As always, your consideration is greatly appreciated.

Sincerely,



George M. Stock, P.E.
President

CC: Mr. Ryan Baldrige – Baldrige Ryken, LLC (ryanbaldrige@me.com)
Mr. Justin Wyse, Director of Planning (jwyse@chesterfield.mo.us)
Ms. Shilpi Bharti, Planner (sbharti@chesterfield.mo.us)
Mrs. Kate Stock, Gitto, P.E., Associate (kate.gitto@stockassoc.com)

Enclosure: City Letter Dated 1/8/2024
UDC – Permitted Uses – Two (2) Pages.

7350



690 Chesterfield Pkwy W • Chesterfield MO 63017-0760
Phone: 636-537-4000 • Fax 636-537-4798 • www.chesterfield.mo.us

January 08, 2024

Stock & Associates Consulting Engineers, Inc
257 Chesterfield Business Parkway
Chesterfield, MO 63005

Sent via email to: george.stock@stockassoc.com

RE: PZ 13-2023

Mr. Stock,

The above mentioned petition was reviewed by Planning and Public Works Committee (PPW) on January 4, 2024. Committee made a motion to approve the petition with an amendment. Below are the amendments recommended by PPW Committee:

- 1) Remove "Vehicle Repair and Service Facility" as a permitted use.
- 2) Provide cross access to the adjacent parcel.

The amended motion passed by a vote of 3-1. Modifications will be attached as Greensheet for City Council meeting for consideration. The project is now scheduled for January 16, 2024 City Council meeting.

Please do not hesitate to contact me at 636-537-4743 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shilpi Bharti', with a horizontal line extending to the right.

Shilpi Bharti, Planner

cc: Kate Stock Gitto, P.E. – Stock & Associates
Justin Wyse, AICP, PTP – Director of Planning
Anjana Kittu, P.E. – Civil Engineer

UNIFIED DEVELOPMENT CODE

Use Group	Zoning Districts						
	PS	A G	PC*	NB	PI *	LI	MU
Financial Institution, no drive-thru			P	P	P		
Financial Institution, drive-thru			P		P		
Heliport-public or private			P		P		
Hospice			P	P			
Hospital			P				P
Hotel and motel			P				
Hotel and motel-extended stay			P				
Incinerator					P		
Industrial sales, service, and storage					P	P	
Junk or salvage yard					P		
Kennel, boarding		P	P		P	P	
Kennel, private		P			P		
Laboratory-professional, scientific			P		P	P	
Laboratory							P
Laundromat			P		P		
Lumberyard					P		
Mail order sales warehouse			P		P	P	
Manufacturing, fabrication, assembly, processing, or packing except explosives or flammable gases or liquids			P		P	P	
Meat packing facility					P		
Motorcycle, ATV, and similar motor vehicles storage					P		
Nursing home			P				
Oil change facility			P		P		
Parking area (stand-alone), including garages, for automobiles. Not including sales or storage of damaged vehicles for more than 72 hours			P	P	P		P
Professional and technical service facility			P	P	P	P	
Recreational vehicle storage					P		
Research laboratory & facility			P		P		P
Self-storage facility			P		P	P	
Sheet metal shop					P		
Shooting range, indoor					P		

*Request for
GreenSheet
Attention to
"Add"*

* Planned districts (including but not limited to PC & PI) are governed by a site specific ordinance. The permitted and conditional uses listed in the table are available for consideration as approved by the appropriate approval body. Some uses may have additional restrictions as detailed in Section 405.03.040 and/or when deemed appropriate by Planning Commission and/or City Council.

CHESTERFIELD CITY CODE

Use Group	Zoning Districts						
	PS	A G	PC*	NB	PI *	LI	MU
Shooting range, outdoor					P		
Steel mill, foundry, and smelter					P		
Substance abuse facility-outpatient					P		P
Substance abuse facility-inpatient					P		P
Sulphur, cement, or rubber reclamation plants					P		
Tattoo parlor/body piercing studio			P				
Theatre, indoor			P				
Theatre, outdoor			P				
Tow yard					P		
Transit storage yard					P		
Transit transfer station and terminals for trucks, buses, railroads, watercraft or other modes of public transportation					P		
Trucks, trailers, construction equipment, and agricultural equipment outdoor storage					P		
Trucks, trailers, construction equipment, agricultural equipment sales, rental, and leasing					P		
Vehicle repair and service facility			P		P		
Veterinary clinic		P	P	P	P		
Warehouse, general			P		P	P	
Warehouse, wholesale or storage of live animals, explosives, or flammable gases and liquids					P		
Welding shop, sheet metal, and blacksmith shop					P		
Yard for storage of contractors' equipment, materials and supplies					P		
EDUCATIONAL							
College/university			P				P
Kindergarten or nursery school			P				
Specialized private school			P		P		P
Vocational school			P		P		P
Vocational school with outdoor training			P		P	P	
ADULT USES							
Adult bookstore			P		P		
Adult entertainment business or establishment			P		P		
Adult entertainment facility			P		P		

Deletes By
(PPW)
1/4/24
o.k.

* Planned districts (including but not limited to PC & PI) are governed by a site specific ordinance. The permitted and conditional uses listed in the table are available for consideration as approved by the appropriate approval body. Some uses may have additional restrictions as detailed in Section 405.03.040 and/or when deemed appropriate by Planning Commission and/or City Council.

BILL NO. 3485

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE 2724 OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF THE “PC” PLANNED COMMERCIAL DISTRICT TO A NEW “PC” PLANNED COMMERCIAL DISTRICT FOR A 2.9 ACRE TRACT OF LAND LOCATED ON THE NORTH SIDE OF THE CHESTERFIELD AIRPORT ROAD OF THE INTERSECTION OF LONG ROAD AND CHESTERFIELD AIRPORT ROAD [P.Z. 13-2023 17551, 17555, & 17599 CHESTERFIELD AIRPORT ROAD (Baldrige – Ryken, LLC)(17U140252, 17U140263, and 17U140203)].

WHEREAS, the petitioner, Baldrige – Ryken , LLC, has requested a change in zoning from the “PC” Planned Commercial District to new “PC” Planned Commercial District for a 2.9 acre tract of land located on the north side of Chesterfield Airport Road; and,

WHEREAS, a Public Hearing was held before the Planning Commission on September 27, 2023; and,

WHEREAS, the Planning Commission, having considered said request, recommended approval of the change of zoning, with amendment, by a vote of 8-0; and,

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the change of zoning, with amendments, by a vote of 3-1; 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 Zoning Ordinance 2724 and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a “PC” Planned Commercial District designation for a 2.9 acre tract of land located on the north side of Chesterfield Airport Road as described as follows:

A TRACT OF LAND LOCATED IN U.S. SURVEY 126 IN TOWNSHIP 45 NORTH, RANGE 4 EAST, ST. LOUIS COUNTY, MISSOURI,

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD LOCATED AT THE SOUTHWESTERN CORNER OF LOT A OF THE RESUBDIVISION OF LOT 1 OF HIGHWAY FORTY PARK AS RECORDED IN PLAT BOOK 347, PAGES 145 AND 146 OF THE ST. LOUIS COUNTY RECORDS: SAID POINT ALSO BEING LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF CHESTERFIELD AIRPORT ROAD, 100 FEET WIDE, AS ESTABLISHED BY BOOK 1302, PAGE 180 OF ABOVE SAID RECORDS; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 89 DEGREES 40 MINUTES 43 SECONDS WEST, 317.63 FEET TO ITS INTERSECTION WITH THE EASTERN RIGHT-OF-WAY LINE OF LONG ROAD, VARIABLE WIDTH, AS ESTABLISHED BY BOOK 6337, PAGE 2466 OF ABOVE SAID RECORDS; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING: NORTH 44 DEGREES 36 MINUTES 49 SECONDS WEST, 126.88 FEET AND NORTH 07 DEGREES 29 MINUTES 28 SECONDS EAST, 175.48 FEET TO THE SOUTHWESTERN CORNER OF LOT C OF ABOVE SAID RESUBDIVISION OF LOT 1 OF HIGHWAY FORTY PARK; THENCE ALONG THE SOUTHERN LINE OF SAID LOT C, NORTH 71 DEGREES 32 MINUTES 38 SECONDS EAST, 414.60 FEET TO THE WEST LINE OF LOT B OF SAID RESUBDIVISION; THENCE ALONG THE WEST LINES OF LOT B AND LOT A OF SAID RESUBDIVISION, SOUTH 01 DEGREE 22 MINUTES 14 SECONDS WEST 393.89 FEET TO THE POINT OF BEGINNING. CONTAINING 127,633 SQUARE FEET OR 2.930 ACRES, MORE OR LESS.

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

Section 3. The City Council, pursuant to the petition filed by Baldrige - Ryken, LLC, in P.Z. 13-2023, 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 27th day of September, 2023, 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 _____, 2024.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 01/16/2024

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 "PC" Planned Commercial District shall be:
 - a. Animal grooming service
 - b. Bakery
 - c. Barber or beauty shop
 - d. Car wash
 - e. Coffee shop, drive thru
 - f. Commercial service facility
 - g. Dry cleaning establishment, with drive thru
 - h. Filling station and convenience store with pump stations
 - i. Financial institution, drive thru
 - j. Grocery, neighborhood
 - k. Office, dental
 - l. Office, general
 - m. Office, medical
 - n. Professional and technical service facility
 - o. Restaurant, fast food
 - p. Restaurant, Sit down
 - q. Restaurant, Take out
 - r. Retail sales establishment, community

- s. Retail sales establishment, neighborhood
 - t. Vehicle Repair & Service Facility
2. The above uses in the “PC” District shall be restricted as follows:
 - a. The number of drive thru facilities permitted in the “PC” Planned Commercial District at any given time shall be limited to one (1) car wash and two (2) additional drive thru use.
 3. Hours of Operation.
 - a. Uses “r” and “s” listed above will be subject to hours of operation for the public from 6:00 AM to 11:00 PM.
 4. Ancillary uses for the above referenced permitted uses shall include check cashing facility.

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

1. Height
 - a. The maximum height of the building, exclusive of roof screening, shall not exceed forty-two (42) feet.
2. 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, or flag poles will be located within the following setbacks:

 - a. Sixty (60) feet from the right-of-way of Chesterfield Airport Road on the southern boundary of the “PC” District.
 - b. Fifty (50) feet from Long Road Right-Of -Way.
 - c. Twenty (20) feet from the northern boundary of the “PC” District.
 - d. Fifteen (15) feet from the eastern boundary of the “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 Chesterfield Airport Road on the southern boundary of the "PC" District.
 - b. Thirty (30) feet from Long Road Right-Of-Way.
 - c. Ten (10) feet from the northern boundary of the "PC" District.
 - d. Zero (0) feet from the eastern boundary of the "PC" District.
 - e. Zero (0) feet from all internal lot lines.
3. Internal setbacks, including the landscape island between potential area 1 and potential area 2, shall substantially conform to the Preliminary Development Plan.

D. PARKING AND LOADING REQUIREMENTS

1. 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.

E. LANDSCAPE AND TREE REQUIREMENTS

The developer 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. Installation of Landscaping and Ornamental Entrance Monument or Identification Signage construction, if proposed, shall be reviewed by the City of Chesterfield, and/or the St. Louis County Department of Highways and Traffic, for sight distance considerations prior to installation or construction.

G. LIGHT REQUIREMENTS

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

H. ARCHITECTURAL

1. The developer 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 via one (1) bi-directional commercial entrance located to provide 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.
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, MODOT and St. Louis County in control of the right of way off which the access is proposed.
3. Cross access shall be provided to the properties in the development as directed by the City of Chesterfield and a cross-access/maintenance agreement shall be executed by the City and property owner regarding the existing shared access drive prior to issuance of permits.

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

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

5. Provide a 5-foot-wide sidewalk, conforming to ADA standards, along all frontages of the site. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects. The sidewalk may be located within right-of-way controlled by MODOT, if permitted by that agency or on private property within a 6-foot-wide sidewalk, maintenance and utility easement dedicated to the City of Chesterfield.

K. TRAFFIC STUDY

1. Provide a traffic study as directed by the City of Chesterfield and/or the St. Louis County 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 Chesterfield Airport Road. 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 St. Louis County Department of Highways and Traffic.

L. POWER OF REVIEW

Either Councilmember of the Ward where a development is proposed or the Mayor may request that the plan for a development be reviewed and approved by the entire City Council. This request must be made no later than Seventy-two (72) hours after Planning Commission review. The City Council will then take appropriate action relative to the proposal. The plan for a development, for purposes of this section, may include the site development plan, site development section plan, site development concept plan, landscape plan, lighting plans, architectural elevations, sign package or any amendment thereto.

M. STORM WATER

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or connected to an adequate piped system.
2. Detention/retention and channel protection measures are to be provided in each watershed as required by the Metropolitan St. Louis Sewer District and

Monarch Chesterfield Levee District. The storm water management facilities shall be operational prior to paving of any driveways or parking areas. 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 for all storm sewers, as directed by the Monarch Chesterfield Levee District, Metropolitan St. Louis Sewer District, 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.

N. SANITARY SEWER

1. Public sanitary sewers shall be extended to serve each lot in the development.
2. The project is in the Caulks Creek Service area and will be subject to the Caulks Creek Surcharge as per the Metropolitan St. Louis Sewer District requirements.
3. Sanitary sewers shall be as approved by the City of Chesterfield and the Metropolitan St. Louis Sewer District.

O. GEOTECHNICAL REPORT

Prior to the 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.

R. MISCELLANEOUS

1. All utilities will be installed underground.
2. An opportunity for recycling will be provided.
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. If the development in, or alteration of, the floodplain is proposed, the developer shall submit a Floodplain Study and Floodplain Development Permit/Application to the City of Chesterfield for approval. The Floodplain Study must be approved by the City of Chesterfield prior to the approval of the Site Development Plan, as directed. The Floodplain Development Permit must be approved prior to the approval of a grading permit or improvement plans. If any change in the location of the Special Flood Hazard Area is proposed, the Developer shall be required to obtain a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency. The LOMR must be issued by FEMA prior to the final release of any escrow held by the City of Chesterfield for improvements in the development. Elevation Certificates will be required for any structures within the Special Flood Hazard Area or the Supplemental Protection Area. All new roads within and adjacent to this site shall be constructed at least one (1) foot above the base flood elevation of the Special Flood Hazard Area. Improvements to existing roadways shall be required as necessary to provide at least one access route to each lot that is at least one (1) foot above the base flood elevation. Consult Article 5 of the Unified Development Code for specific requirements for specific requirements.
5. The developer is advised that utility companies will require compensation for relocation of their facilities within public road right-of-way. Utility relocation cost shall not be considered as an allowable credit against the petitioner's traffic generation assessment contributions. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements.
6. Prior to Special Use Permit issuance by the Saint Louis County Department of Transportation, a special cash escrow or a special escrow supported by an Irrevocable Letter of Credit, must be established with the Saint Louis County Department of Transportation to guarantee completion of the required roadway improvements.

II. GENERAL CRITERIA

A. SITE DEVELOPMENT CONCEPT PLAN

1. Any Site Development Concept Plan shall show all information required on a preliminary plat as required in the City of Chesterfield Code.
2. Include a Conceptual Landscape Plan in accordance with the City of Chesterfield Code to indicate proposed landscaping along arterial and collector roadways.

3. Include a Lighting Plan in accordance with the City of Chesterfield Code to indicate proposed lighting along arterial collector roadways.
4. Provide comments/approvals from the appropriate Fire District, the St. Louis County Department of Highways and Traffic, Metropolitan St. Louis Sewer District, Monarch Chesterfield Levee District, Spirit of St. Louis Airport and the Missouri Department of Transportation.
5. Compliance with the current Metropolitan St. Louis Sewer District Site Guidance as adopted by the City of Chesterfield.

B. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

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

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Outboundary plat and legal description of property.
3. Density calculations.
4. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.
5. Provide openspace percentage for overall development including separate percentage for each lot on the plan.
6. Provide Floor Area Ratio (F.A.R.).
7. A note indicating all utilities will be installed underground.
8. A note indicating signage approval is separate process.
9. Depict the location of all buildings, size, including height and distance from adjacent property lines, and proposed use.
10. Specific structure and parking setbacks along all roadways and property lines.
11. Indicate location of all existing and proposed freestanding monument signs.
12. Zoning district lines, subdivision name, lot number, dimensions, and area, and zoning of adjacent parcels where different than site.
13. Floodplain boundaries.

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

C. SITE DEVELOPMENT SECTION PLAN SUBMITTAL REQUIREMENTS

The Site Development Section Plan shall adhere to the above criteria and 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. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.
3. Provide openspace percentage for overall development including separate percentage for each lot on the plan.
4. Provide Floor Area Ratio (F.A.R.).
5. A note indicating all utilities will be installed underground.
6. A note indicating signage approval is separate process.
7. Depict the location of all buildings, size, including height and distance from adjacent property lines and proposed use.
8. Specific structure and parking setbacks along all roadways and property lines.
9. Indicate location of all existing and proposed freestanding monument signs.
10. Zoning district lines, subdivision name, lot number, lot dimensions, lot area, and zoning of adjacent parcels where different than site.
11. Floodplain boundaries.
12. 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.
13. 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.
14. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
15. 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.
16. Address trees and landscaping in accordance with the City of Chesterfield Code.
17. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.

18. 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.
19. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport, Metropolitan St. Louis Sewer District, St. Louis Department of Highways and Traffic, and the Missouri Department of Transportation.
20. Compliance with Sky Exposure Plane.
21. Compliance with the current Metropolitan St. Louis Sewer District Site Guidance as adopted by the City of Chesterfield.

III. TRUST FUND CONTRIBUTION

The developer shall be required to contribute to the Traffic Generation Assessment (TGA) to the Trust Fund Area E.

A. ROADS

The roadway improvement contribution is based on land and building use. The roadway contributions are necessary to help defray the cost of engineering, right-of-way acquisition, and major roadway construction. The amount of the developer's contribution to this fund shall be computed based on the following:

<u>Type of Development</u>	<u>Required Contribution</u>
General Office	\$878.76
Drive-In Fast Food Restaurant	\$5,273.05
Quality Restaurant	\$878.76
Convenience Store, Gas Station	\$17,576.35
Car Wash	\$87,911.30/AC
General Retail	\$2,636.43
Loading Space	\$4,314.18

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

If types of development differ from those listed, rates shall be provided by the City of Chesterfield.

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

As this development is located within a trust fund area, any portion of the traffic generation assessment contribution which remains following completion of road improvements required by the development will be retained in the appropriate trust fund.

The amount of these required contributions for the storm water and primary water line improvements, if not submitted by January 1, 2024 shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the City of Chesterfield.

The Traffic Generation Assessment (TGA) contribution shall be made prior to the issuance of a Municipal Zoning Approval (MZA) by the City of Chesterfield.

B. WATER MAIN

The primary water line contribution is based on gross acreage of the development land area. The contribution shall be a sum of \$1,060.35 per acre for the total area as approved on the Site Development Plan to be used solely to help defray the cost of constructing the primary water line serving the Chesterfield Valley area.

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

C. STORM WATER

The storm water contribution is based on gross acreage of the development land area. These funds are necessary to help defray the cost of engineering and construction improvements for the collection and disposal of storm water from the Chesterfield Valley in accordance with the Master Plan on file with and jointly approved by Saint Louis County and the Metropolitan Saint Louis Sewer District. The amount of the storm water contribution will be computed based on \$3,364.25 per acre for the total area as approved on the Site Development Plan.

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

D. SANITARY SEWER

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

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

IV. 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.

V. 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.

December 21, 2023

City of Chesterfield
690 Chesterfield Pkwy West
Chesterfield, MO 63017

Attention: Mr. Justin Wyse – Director of Planning & Ms. Shilpi Bharti – City Planner

RE: Responses to comments and questions from the 12/7/2023 “Planning & Public Works Committee” meeting, regarding P.Z. 13-2023 17551, 17555 & 17599 Chesterfield Airport Road (Baldrige – Ryken LLC) (Stock Project No. 223-7350)

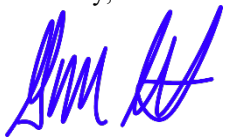
Dear Mr. Wyse & Ms. Bharti,

Pursuant to our Planning & Public Works meeting, I have spoken with Mr. Ryan Baldrige – owner / developer of the property and offer the following:

- 1) Regarding the request for “Vehicle Repair and Service Facility”. The intent is for this use to be like Northwest Automotive, Meineke, VIOC or Dobbs. There is no intention to allow “collision services, including body, frame or fender repair and overall body”. There would be no storage of vehicles other than those uses daily, i.e. a car is dropped off for tires then picked up in the evening. The size of this building would not exceed 7500 sf.
- 2) “Two additional Drive Thru Uses”, Maintaining 1 full drive thru as allowed plus 1 pick up window via pre order would be acceptable. This window would not have an order menu board, it would only function as a pickup window on pre orders, “low traffic volume”. This should alleviate the concern of too much intensity.
- 3) Regarding the discussion relative to the access drive to Chesterfield Airport Road, potentially being closed upon cross access to the East, this is not acceptable. There are too many unknowns associated with possible redevelopment of existing potential development to the East. This development is dependent on retaining its access to Chesterfield Airport Road as granted in Ordinance No. 2742 and approved by St. Louis County Department of Transportation.

Should you have any questions or comments, please feel free to call. We look forward to the meeting on 1/4/2023 with the Planning and Public Works Committee.

Sincerely,



George M. Stock, P.E.
President

Enclosure: Preliminary Development Plan with stacking of vehicles displayed in “Red”.
Definitions: Vehicle Repair & Services Facility, Oil Change Facility

CC: Mr. Ryan Baldrige – Baldrige Ryken LLC. (ryanbaldrige@me.com)
Mrs. Kate Stock Gitto, P.E. – Associate (kate.gitto@stockassoc.com)

October 16, 2023

PROJECT NARRATIVE

Ordinance #2742 Amendment Request – 17599, 17551, & 17555 Chesterfield Airport Road
(Stock Project No. 223-7350)

On behalf of the property owner under contract, Baldrige – Lyken, LLC, Stock & Associates Consulting Engineers Inc. respectfully requests the City of Chesterfield's consideration in an Ordinance Amendment for a ± 2.93 Acre tract of land located at 17599, 17551, & 17555 Chesterfield Airport Road zoned "PC" Planned Commercial District (City of Chesterfield Ord. 2742) to add "Vehicle Repair Service Facility" as a permitted use and modifications to the design criteria. The existing site is currently undeveloped. The existing site is currently governed by Ordinance #2742, which has a minimum required open space of 35.0%, max height of 42.0 feet and a floor area ratio of 0.55. The proposed design criteria request is to retain the current floor area ratio, openspace requirements, building height, but modify some of the building and parking setbacks. The City's Comprehensive Plan designates this site as well as the adjacent properties to the North, South, and East as "Regional Commercial". We respectfully request the City's consideration of this item. Baldrige-Lyken, LLC intends to develop three (3) commercial facilities on individual lots.

Amendment 1. We respectfully request "Vehicle Repair & Service Facility" be added to the list of permitted uses.

Amendment 2. We respectfully request the language in Attachment A under I. Specific Criteria A.2. "The Uses in "PC" Districted shall be restricted as follows:" be revised to: The number of drive thru facilities permitted in the "PC" Planned Commercial District at any given time shall be limited to one (1) car wash and two (2) additional drive thru uses.

Design Criteria Request:

Floor Area, Height, and Building Requirements:

1. Height
 - a. The maximum height for all buildings and structures shall be forty-two (42.0) feet.
2. Density
 - a. Maximum floor area ratio (F.A.R.) of fifty-five hundredths (0.55)
 - b. Open Space: a minimum open space of thirty percent (35%) for this PC District.

Setbacks

1. Structure Setbacks

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

 - a. Sixty (60) feet from Chesterfield Airport Road Right-Of-Way
 - b. Fifty (50) feet from Long Road Right-Of-Way
 - c. Twenty (20) feet from the North Boundary of this Planned Commercial District
 - d. Fifteen (15) feet from the East Boundary of this Planned Commercial District

2. Parking Setbacks

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

- a. Thirty (30) feet from Chesterfield Airport Road Right-Of-Way
- b. Thirty (30) feet from Long Road Right-Of-Way
- c. Ten (10) feet from the North Boundary of this Planned Commercial District
- d. Zero (0) feet from the East Boundary of this Planned Commercial District.
- e. Zero (0) feet from all internal lot lines.

Existing Permitted Uses to remain a part of Ordinance #2742:

Office

1. Office – Dental
2. Office – General
3. Office – Medical

Commercial/Sales

4. Bakery
5. Coffee shop, drive-thru
6. Grocery – neighborhood
7. Restaurant – sit down
8. Restaurant – fast food
9. Restaurant – take out
10. Retail Sales Establishment – community
11. Retail Sales Establishment – neighborhood

Service/Industrial

12. Animal Grooming Service
13. Barber or Beauty Shop
14. Car Wash
15. Commercial Service Facility
16. Dry Cleaning Establishment, with drive thru
17. Filling Station and Convenience Store with Pump Stations
18. Financial Institution, drive thru
19. Professional and Technical Service Facility

Requested Permitted Uses to be added to Ordinance #2742 list of permitted uses:

20. Vehicle Repair Service Facility

DRAWING FILE: C:\DRAWING\2022\20220407\2022 - Preliminary Development Plan\2022 - Preliminary Development Plan.dwg; LAYOUT: 11x17 PLOTTED: Dec 21, 2023 - 12:17pm; PLOTTED BY: aaw.gpo

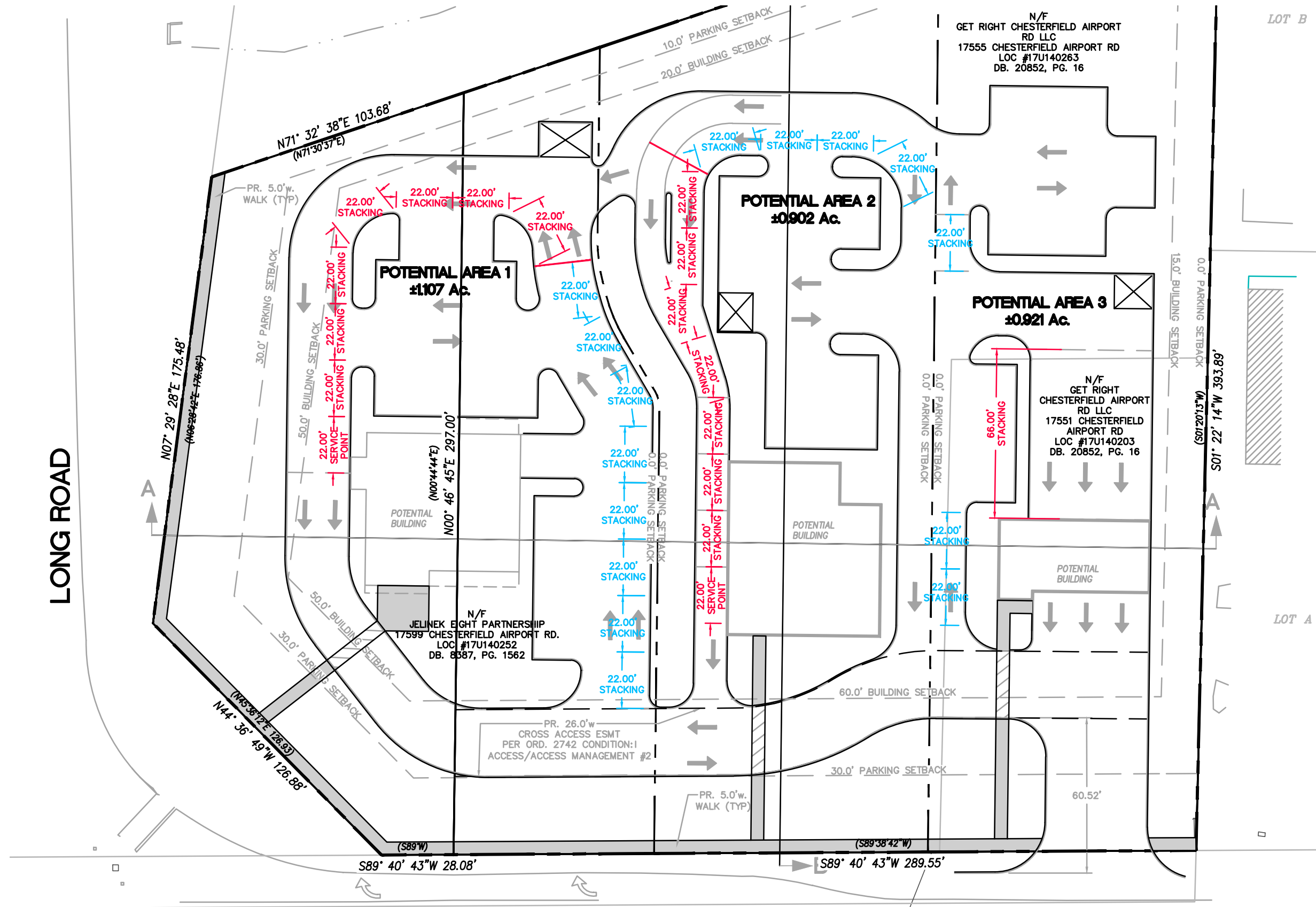


GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

LONG ROAD



LEGEND:
REQUIRED STAKING PER CODE
ADDITIONAL STAKING PROVIDED

CHESTERFIELD AIRPORT ROAD

PREPARED BY:

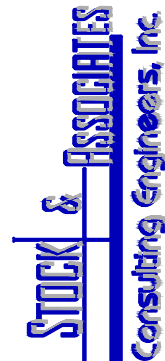


EXHIBIT FOR: TEXT AMENDMENT TO ORDINANCE No. 2742

17551, 175551 & 17599 CHESTERFIELD AIRPORT ROAD
CHESTERFIELD, MISSOURI 63005

DRAWN BY: K.S.G.	CHECKED BY: G.M.S.
DATE: 12/08/2023	JOB NO: 222-7350
M.S.D. P #	BASE MAP # 17U
S.L.C. H&T #	H&T SUP. #
M.D.N.R. #	

SHEET TITLE:
DRIVE-THROUGH
STACKING EXHIBIT

SHEET NO:
1 of 1

257 Chesterfield Business Parkway
St. Louis, MO 63005 PH. (636)
530-9100 FAX (636) 530-8180
e-mail: general@stockassoc.com
Web: www.stockassoc.com

N/F
GET RIGHT CHESTERFIELD AIRPORT
RD LLC
17555 CHESTERFIELD AIRPORT RD
LOC #17U140263
DB. 20852, PG. 16

N/F
JELINEK EIGHT PARTNERSHIP
17599 CHESTERFIELD AIRPORT RD.
LOC #17U140252
DB. 8587, PG. 1562

N/F
GET RIGHT CHESTERFIELD AIRPORT
RD LLC
17551 CHESTERFIELD
AIRPORT RD
LOC #17U140203
DB. 20852, PG. 16

POTENTIAL AREA 1
±1.107 Ac.

POTENTIAL AREA 2
±0.902 Ac.

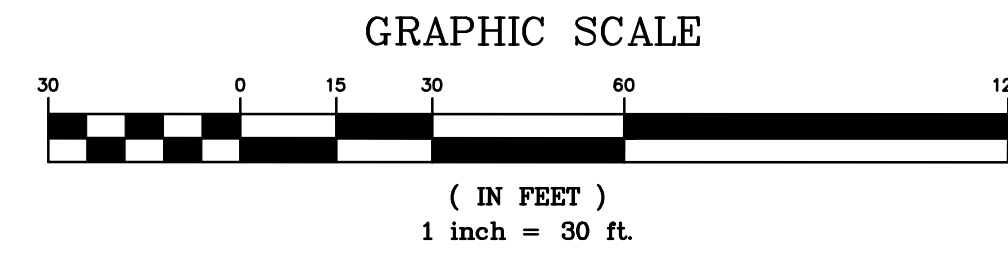
POTENTIAL AREA 3
±0.921 Ac.

LOT B

LOT A

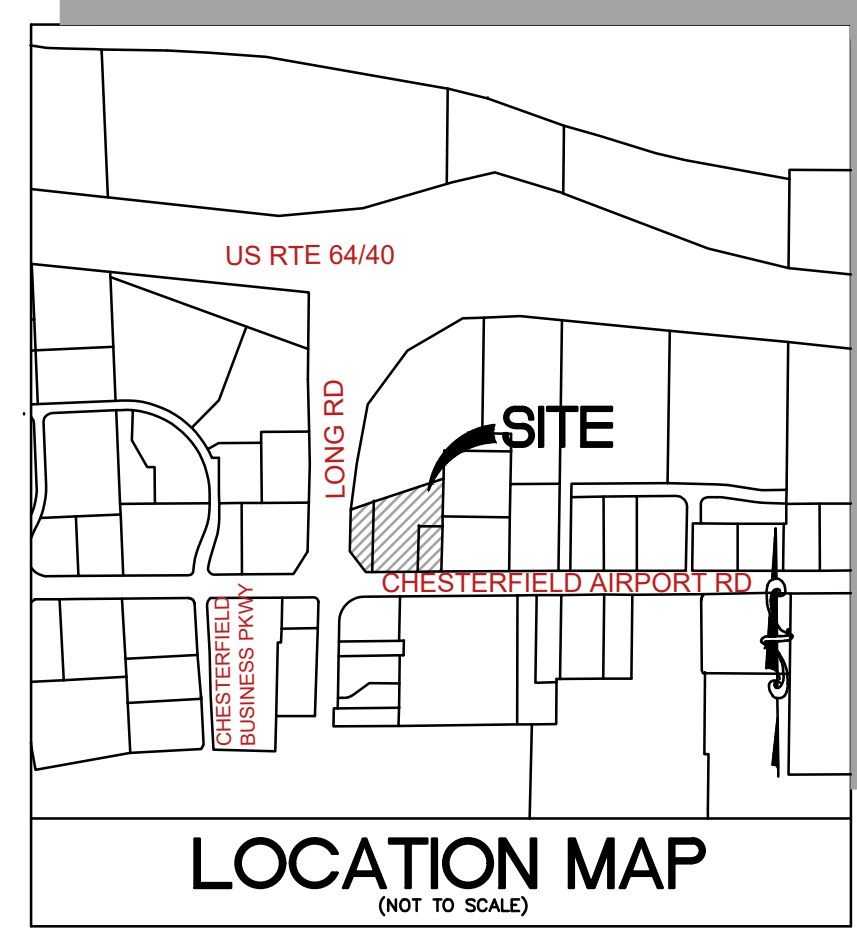
PRELIMINARY DEVELOPMENT PLAN

A TRACT OF LAND BEING LOCATED IN U.S. SURVEY 126 IN
TOWNSHIP 45 NORTH, RANGE 4 EAST, CITY OF CHESTERFIELD,
ST. LOUIS COUNTY, MISSOURI



ABBREVIATIONS

ATO	ADJUST TO GRADE
B.C.	BACK OF CURB
C.O.	CLEANOUT
DB.	DEED BOOK
E	ELECTRIC
ELEV.	ELEVATION
EX.	EXISTING
F.C.	FACE OF CURB
FL	FLOWLINE
FT.	FEET
FND.	FOUND
G	GAS
H.W.	HIGH WATER
LFB	LOW FLOW BLOCKED
M.H.	MANHOLE
N/F	NOW OR FORMERLY
PL.	PLAT BOOK
P.C.	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
TYP.	TYPICALLY
U.I.P.	USE IN PLACE
U.O.N.	UNLESS OTHERWISE NOTED
V.C.P.	VITRIFIED CLAY PIPE
W	WATER
(88'W)	RIGHT-OF-WAY WIDTH



PERTINENT DATA

OWNER: GET RIGHT CHESTERFIELD AIRPORT ROAD, LLC
OWNER UNDER CONTRACT: JELINEK EIGHT PARTNERSHIP
OVERALL AREA: 2.93 Acres ± or 127,632 s.f.
EXISTING ZONING: PC PER ORDINANCE #2742
ADDRESS: 17551, 17555, 17599 CHESTERFIELD AIRPORT ROAD
LOCATOR NO: 17U140203, 17U140263, & 17U140252
FIRE DISTRICT: MONARCH FIRE PROTECTION DISTRICT
SCHOOL DISTRICT: ROCKWOOD
SEWER DISTRICT: METROPOLITAN ST. LOUIS SEWER DIST.
WATER SHED: MISSOURI RIVER
FEMA MAP: 29189C0182K, FEB 4, 2015
ELECTRIC COMPANY: AMEREN UE
GAS COMPANY: SPIRE INC.
WATER COMPANY: MISSOURI AMERICAN WATER COMPANY

LEGEND

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

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, ST. LOUIS COUNTY, THE CITY OF CHESTERFIELD AND THE MONARCH CHESTERFIELD LEVEE DISTRICT.
- STORMWATER SHALL BE DISCHARGED AT ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
- ALL UTILITIES WILL BE INSTALLED UNDERGROUND.
- THE DEVELOPMENT SHALL BE IN ACCORDANCE WITH RECOMMENDATIONS AS OUTLINED IN THE GEOTECHNICAL REPORT AND ALL ITS SUPPLEMENTAL PROVISIONS AND ADDENDUMS.
- SIGNAGE APPROVAL IS A SEPARATE PROCESS.
- THE CONTROLLING REGULATORY FLOODPLAIN ELEVATION FOR THIS SITE IS THE 100-YEAR HIGH WATER ELEVATION OF 452.78 (N4-RES3) IN ACCORDANCE WITH THE CHESTERFIELD VALLEY STORMWATER MASTER PLAN.

ST. LOUIS COUNTY STANDARD NOTES

- ALL PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED TO ST. LOUIS COUNTY STANDARDS.
- NO SLOPES WITHIN ST. LOUIS COUNTY 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 ST. LOUIS COUNTY ROADS SHALL MEET MINIMUM ST. LOUIS COUNTY SIGHT DISTANCE REQUIREMENTS.
- ALL GRADING AND DRAINAGE SHALL BE IN CONFORMANCE WITH ST. LOUIS COUNTY AND MSD STANDARDS.
- ALL HYDRANTS, POWER POLES OR OTHER POTENTIAL OBSTRUCTIONS WITHIN THE ST. LOUIS COUNTY ROAD RIGHT-OF-WAY SHALL HAVE A MINIMUM TWO (2) FOOT SETBACK FROM FACE OF CURB OR EDGE OF PAVEMENT, AS DIRECTED BY THE ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC.
- ANY ENTITY THAT PERFORMS WORK ON ST. LOUIS COUNTY MAINTAINED PROPERTY SHALL PROVIDE THE COUNTY WITH A CERTIFICATE OF INSURANCE EVIDENCING GENERAL LIABILITY COVERAGE (BODILY INJURY AND PROPERTY DAMAGE) IN THE AMOUNTS SPECIFIED AS THE LIMITS OF LIABILITY SET BY THE STATE FOR PUBLIC ENTITIES. SUCH CERTIFICATE SHALL INCLUDE ST. LOUIS COUNTY AS AN ADDITIONAL INSURED AND SHALL BE PROVIDED PRIOR TO THE ISSUANCE OF ANY PERMIT. CERTIFICATE SHALL PROVIDE FOR A 30 DAY POLICY CANCELLATION NOTICE TO ST. LOUIS COUNTY. UPON REQUEST, THE COUNTY WILL PROVIDE THE SPECIFIC AMOUNTS FOR BOTH PER PERSON AND PER OCCURRENCE LIMITS.
- PRIOR TO SPECIAL USE PERMIT ISSUANCE BY THE ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC, A SPECIAL CASH ESCROW OR A SPECIAL ESCROW SUPPORTED BY AN IRREVOCABLE LETTER OF CREDIT, MAY BE REQUIRED TO BE ESTABLISHED WITH THE ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC TO GUARANTEE COMPLETION OF THE REQUIRED ROADWAY IMPROVEMENTS.

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 10.090 (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.

ST. LOUIS COUNTY BENCHMARK

BENCHMARK# 12171 N41088 Elev = 459.91
Standard DNR aluminum disk stamped SL-38 situated in a grass area northwest of the intersection of Chesterfield Airport Road and Caprice Drive, south of the parking lot, about 500 feet east of the center of Chesterfield Airport Road, and 50 feet east of a s hydrant.

PREPARED FOR:
BALDRIDGE - RYKEN, LLC,
A MISSOURI LIMITED LIABILITY COMPANY
C/O BALDRIDGE PROPERTIES, LLC
6209 MID RIVERS MALL DR., SUITE 318
ST. CHARLES, MO. 63304

BUILDING AND PARKING SETBACKS

- ### STRUCTURE SETBACKS:
- SIXTY (60) FEET FROM CHESTERFIELD AIRPORT ROAD RIGHT-OF-WAY
 - FIFTY (50) FEET FROM LONG ROAD RIGHT-OF-WAY
 - TWENTY (20) FEET FROM THE NORTH BOUNDARY OF THIS PLANNED COMMERCIAL DISTRICT
 - FIFTEEN (15) FEET FROM THE EAST BOUNDARY OF THIS PLANNED COMMERCIAL DISTRICT
- ### PARKING SETBACKS:
- THIRTY (30) FEET FROM CHESTERFIELD AIRPORT ROAD RIGHT-OF-WAY
 - THIRTY (30) FEET FROM LONG ROAD RIGHT-OF-WAY
 - TEN (10) FEET FROM THE NORTH BOUNDARY OF THIS PLANNED COMMERCIAL DISTRICT
 - ZERO (0) FEET FROM THE EAST BOUNDARY OF THIS PLANNED COMMERCIAL DISTRICT.
 - ZERO (0) FEET FROM ALL INTERNAL LOT LINES

F.A.R. CALCULATION

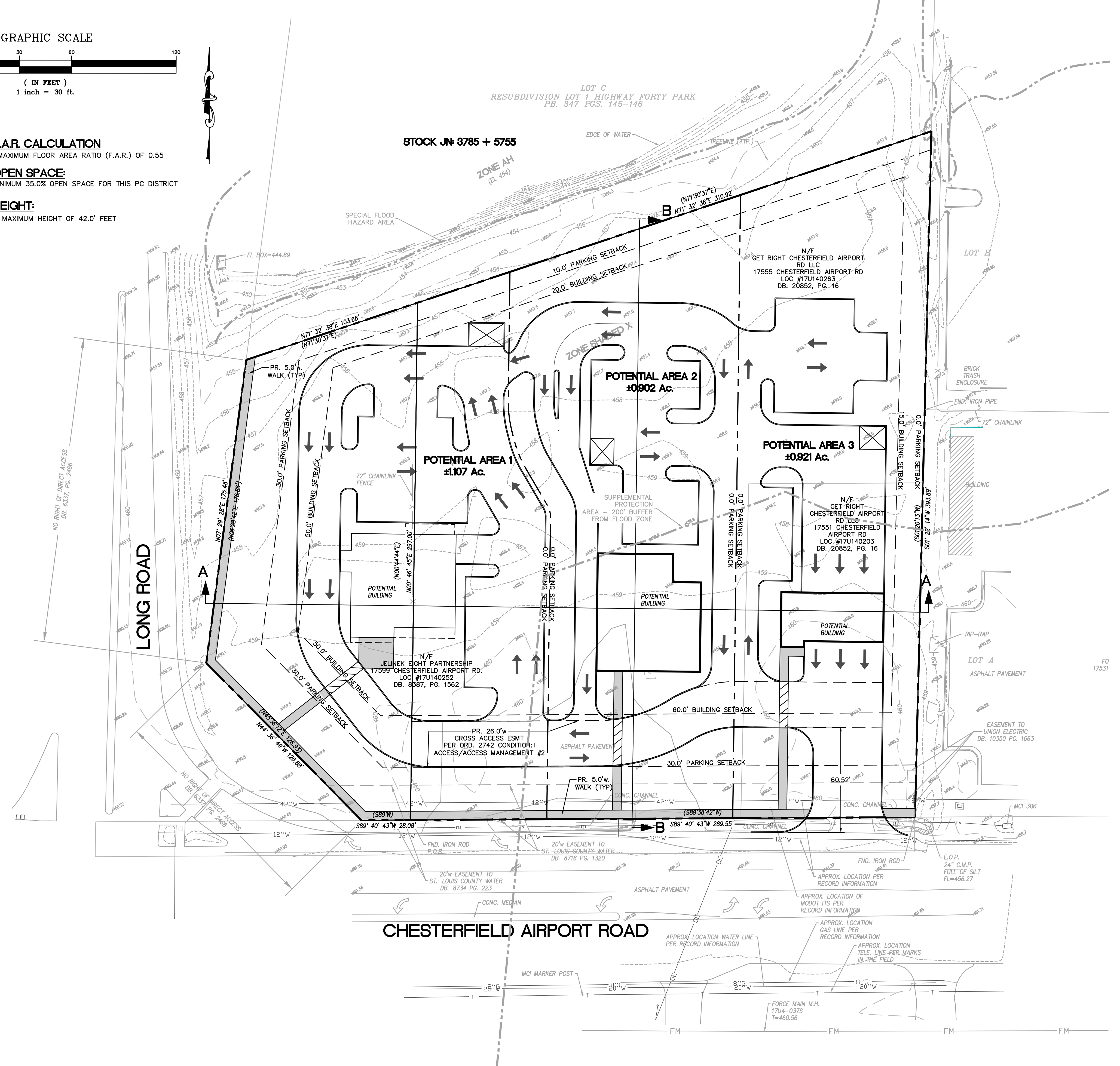
MAXIMUM FLOOR AREA RATIO (F.A.R.) OF 0.55

OPEN SPACE:

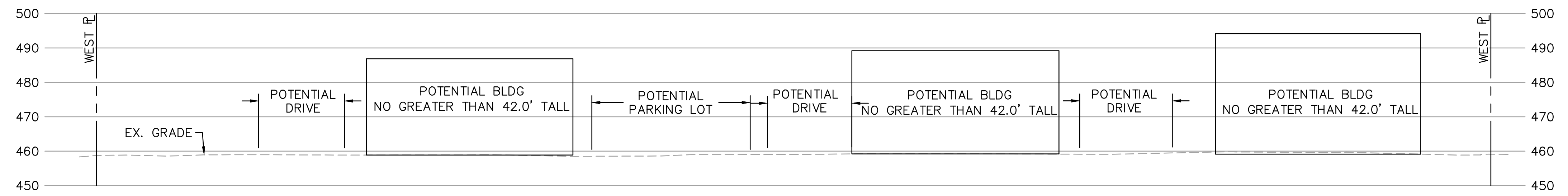
MINIMUM 35.0% OPEN SPACE FOR THIS PC DISTRICT

HEIGHT:

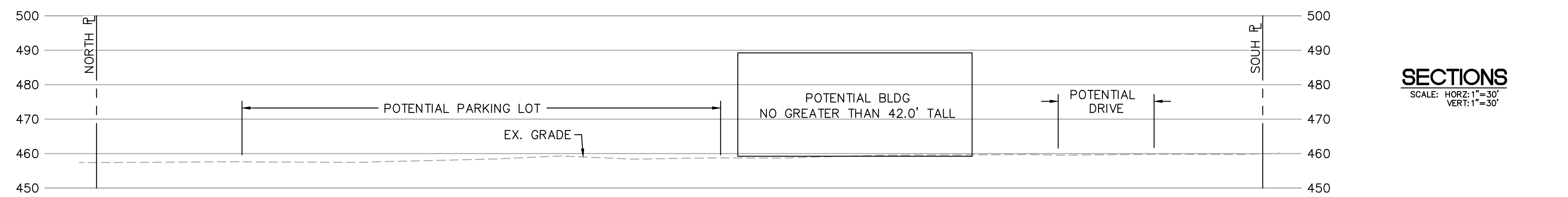
A MAXIMUM HEIGHT OF 42.0' FEET



SECTION A - A PROFILE



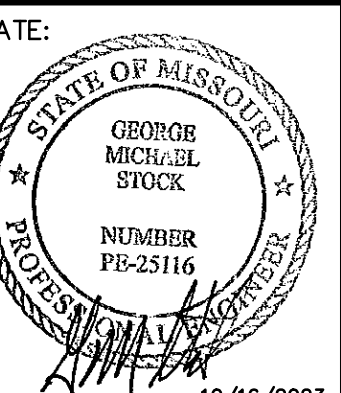
SECTION B - B PROFILE



SECTIONS

SCALE: HORZ: 1"=30'
VERT: 1"=30'

PRELIMINARY DEVELOPMENT PLAN FOR:
TEXT AMENDMENT TO ORDINANCE No. 2742
17551, 17555, & 17599 CHESTERFIELD AIRPORT ROAD
CHESTERFIELD, MISSOURI 63005

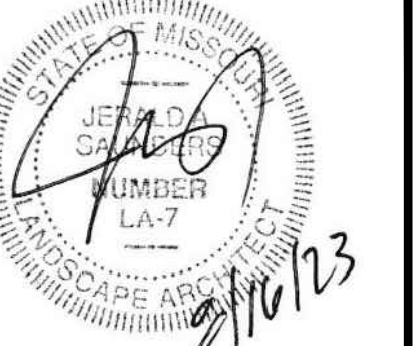


DATE: 10/16/2023
GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000996

REVISIONS:

1	2023-10-16 CITY
---	-----------------

DRAWN BY:	CHEM.S.	CHECKED BY:	G.M.S.
DATE:	08/31/2023	JOB NO.:	222-7350
SCALE:	1"=30'	DATE MAP:	17U
MSDR:	#	HAT SURF:	#
SHEET TITLE:	PRELIMINARY DEVELOPMENT PLAN		
SHEET NO.:	PDP-1.0		



Jerald Saunders - Landscape Architect
MO License # LA-007

Consultants:

Part of Lot Five (5) of Frazier Estates

17555 & 17599 Chesterfield Airport Road
City of Chesterfield, St. Louis County, Missouri

Revisions:

Date	Description	No.

Drawn: KP
Checked: RS

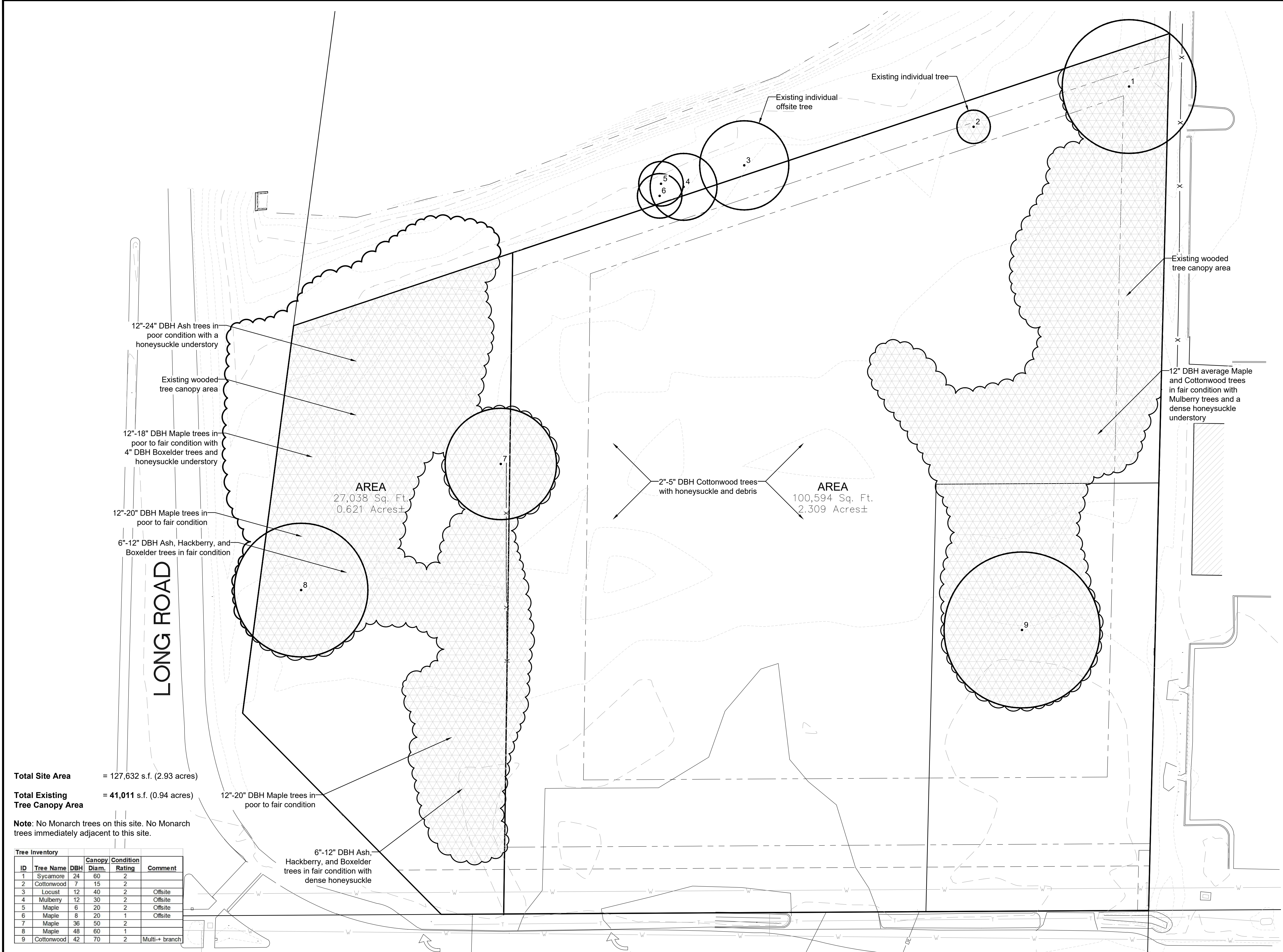
Loomis Associates Inc.
Missouri State Certificate of Authority #: LAC #0000191

Loomis Associates
landscape architects + planners
750 spirt 40 park drive, chesterfield, missouri 63005
t. 636-519-8668
www.loomis-associates.com

Sheet Title: Tree Stand Delineation

Sheet No: TSD

Date: 8/16/23
Job #: 813.112



Total Site Area = 127,632 s.f. (2.93 acres)

Total Existing Tree Canopy Area = 41,011 s.f. (0.94 acres)

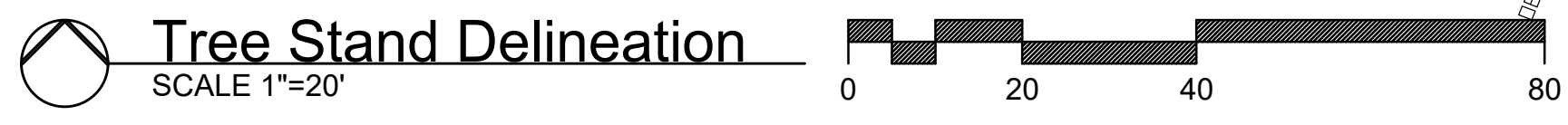
Note: No Monarch trees on this site. No Monarch trees immediately adjacent to this site.

ID	Tree Name	DBH	Canopy Diam.	Condition Rating	Comment
1	Sycamore	24	60	2	
2	Cottonwood	7	15	2	
3	Locust	12	40	2	Offsite
4	Mulberry	12	30	2	Offsite
5	Maple	6	20	2	Offsite
6	Maple	8	20	1	Offsite
7	Maple	36	50	2	
8	Maple	48	60	1	
9	Cottonwood	42	70	2	Multi-branch

Tree Condition Rating:

Excellent	4
Good	3
Fair	2
Poor	1
Dead	0

CHESTERFIELD AIRPORT ROAD



Tree Stand Delineation Prepared under direction of:
Brian Bage
Certified Arborist MW-5033A

B. Bage

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember Michael Moore

Vice-Chair: Barbara McGuinness

There are no Finance and Administration Committee agenda action items scheduled for Tuesday night's meeting.

NEXT MEETING

The next meeting of the F&A 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 Tuesday's meeting.

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember Mary Monachella

Vice Chair: Councilmember Gary Budoor

There are no Parks, Recreation and Arts Committee agenda action items scheduled for Tuesday night's meeting.

NEXT MEETING

The next meeting of the Parks, Recreation and Arts Committee is scheduled for Monday, January 22nd, 2024, at 5:30pm.

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

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember Mary Ann Mastorakos

Vice Chair: Councilmember Michael Moore

There are no Public Health and Safety Committee agenda action items scheduled for Tuesday night's meeting.

NEXT MEETING

The next meeting of the Public Health and Safety Committee is scheduled for Monday, February 12th, 2024, at 5:00pm.

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

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

2024 Construction and Inspection Testing Services – Recommendation to authorize the City Administrator to enter into an agreement with Geotechnology Incorporated for construction testing and inspection services in an amount not to exceed \$110,000 **(Roll Call Vote) Public Works Director recommends approval.**

Perry Weather Alert System – Recommendation to authorize the City Administrator to enter into an agreement with Perry Weather LLC for the purchase of an outdoor warning and weather system, at a cost of \$47,500 which is the amount budgeted in the parks fund, 089 Sports and Wellness division for this purpose. **(Roll Call Vote) Director of Parks, Recreation and Arts recommends approval.**

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

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: December 28, 2023

RE: 2024 Construction and Inspection Testing Services

The Department of Public Works has solicited proposals and fee schedules for construction testing and inspection services required as part of the 2024 capital improvement projects. This includes, but is not limited to, the concrete slab replacement projects, the sidewalk replacement projects, the asphalt overlay projects, and the ADA compliant curb ramp project. Firms were asked to provide company qualifications and resumes of certified and experienced individuals who would provide professional testing and inspection services for these projects. The firm chosen will provide selected individuals, along with soils and material testing equipment, in order to serve as the City's on-site representative during the construction of our capital projects.

The City sent a Request for Qualifications (RFQ) to seven companies. Three companies sent a response, from which Geotechnology Incorporated was chosen as the firm most qualified to perform the desired testing and inspection services. Accordingly, I recommend that the City of Chesterfield enter into an Agreement with Geotechnology Incorporated in the budgeted amount of \$110,000. The actual cost of the services provided will vary based upon the amount of testing required as part of the City's 2024 capital improvement projects, but will not exceed \$110,000.

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 execute an Agreement with Geotechnology Incorporated for construction testing and inspection services in an amount not to exceed \$110,000

Memorandum

Department of Public Works



TO: Jim Eckrich, Public Works Director

FROM: Trent Helland, Project Manager

DATE: December 28, 2023

RE: 2024-PW-12, Capital Improvement Inspection Services

We have solicited proposals, including resumes and fees for material testing and professional inspection services for the 2024 capital improvement projects. From seven inspection contracting firms solicited, three firms returned proposals. From those proposals we have interviewed candidates from two companies.

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

<u>Inspector</u>	<u>Straight Time Rate</u>	<u>Overtime Rate</u>
Dave Steiner	\$86.41	\$104.53
Alex Masterson	\$71.70	\$86.20
Andrea Favazza	\$71.70	\$86.20

After numerous interviews, we have found the personnel from Geotechnology, Inc. to have the most experience with municipal pavement inspection. **I recommend Geotechnology, Inc. for the 2024 Capital Improvement Inspection Services. We request authorization up to \$110,000 to cover these professional services. Funds for this work are budgeted in account 120-079-5261.**

Should you require additional information please advise.

Attachments



Via email: thelland@chesterfield.mo.us

December 18, 2023

P020273.20

Mr. Trent Helland
City of Chesterfield Department of Public Works
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Re: Proposal for Construction Observation and Materials Testing Services
Capital Improvement Projects 2024 Testing and Inspection Services
Chesterfield, Missouri

Dear Mr. Helland:

In response to your request, Geotechnology is pleased to submit this proposal to provide construction observation and material testing services for the referenced project. Geotechnology provided testing services for the City of Chesterfield projects during the 2012, 2013, 2014, 2015, 2016, 2020, 2021, 2022 and 2023 construction seasons. We look forward to working with you again in 2024.

PROJECT DESCRIPTION

We understand that services under this contract will include repairs and/or improvements to streets, sidewalks and other infrastructure. We anticipate two inspectors will be with two working crews on a full-time basis.

PROJECT TEAM

Geotechnology field representatives have the qualifications and communication skills that you require for these projects. For your consideration, we have identified three Geotechnology representatives for your 2024 construction season:

- David Steiner, Field Representative III
 - Provided services during the 2012 through 2015 and 2020 through 2023 City of Chesterfield contracts.
 - 19 years of construction experience
 - ACI Concrete Field Testing Technician Level 1
 - MoDOT Concrete Technician
 - Nuclear Gauge Radiation Safety trained.

- Alexander Masterson, Field Representative I
 - 4 years of construction experience
 - ACI Concrete Field Testing Technician Level 1
 - MoDOT Concrete Technician
 - Nuclear Gauge Radiation Safety trained.

- Andrea Favazza, Field Representative I
 - 1 year of construction experience
 - ACI Concrete Field Testing Technician Level 1
 - MoDOT Concrete Technician
 - Nuclear Gauge Radiation Safety Trained.

- Margaret James, Project Manager, Materials Testing Group
 - 8 years of construction experience
 - 4 years of experience working on City of Chesterfield Projects

Resumes of these individuals are attached.

SCOPE OF SERVICES

Our services will be provided on an as-requested basis during construction. The purpose of our services is to enhance compliance with the general intent of the project plans and specifications. Our scope of services will include the job duties listed on your November 14, 2023 request for proposal, a copy of which is attached.

Geotechnology's observation reports and test results are paperless and published via email. Reports are transmitted by Geotechnology field representatives and submitted electronically for QA review to the project manager. Upon review, reports are transmitted via email to the project team.

SCHEDULE AND FEE

We will perform the services described herein for the following hourly rates based on the time spent on the project.

Field Representative	Regular Hourly Rate	Hourly Rate for Overtime, Weekends and Holidays
David Steiner	\$ 86.41	\$ 104.53
Alex Masterson	\$ 71.70	\$ 86.20
Andrea Favazza	\$ 71.70	\$ 86.20

The above rates include travel time to and from the project, equipment, vehicle charges, miscellaneous expenses, project management and administration. Soil and crushed rock proctor compaction tests per ASTM D698 are not included in the unit rates above and will be charged at rates of \$315 and \$395 per test, respectively.

Compressive Strength Tests of Concrete Cylinders. Geotechnology would be pleased to provide materials testing of concrete test cylinders. Pricing for 4-inch diameter by 8-inch-tall cylinders will be billed at a rate of \$18 per cylinder, which includes curing, testing and reporting.

Field Core Services. Pavement coring services will be performed on a cost per inch rate of \$28.00 per inch. Per inch cost includes equipment, travel, measuring, compressive strength testing and reporting. Cost per hour for field technicians will be billed at \$181.50 per hour. Either a 4 or 8-hour minimum hourly charge will apply for this service.

Additional Services. This proposal is provided for the concrete street replacement and reconstruction projects. Additional services provided for special issues, or for other City of Chesterfield projects will be billed in accordance with our 2024 Schedule of Field and Laboratory Services and Fees, a copy of which is available upon request.

We will notify you, the project superintendent, or your designated representative when conditions that appear to be inconsistent with project requirements are observed. Suggestions may be made for remedial measures, but these suggestions are not directives to the contractor. Geotechnology will not have stop-work authority for the project.

Construction materials and test results can fluctuate. Consequently, even with careful observation and testing, it cannot be said that all parts of the product comply with the job requirements. A higher degree of confidence is inherent with full-time versus intermittent observation. In either case, no guarantee of the contractor's work is provided.

This proposal and fee estimate have been prepared using Geotechnology's standard fee schedule. Geotechnology reserves the right to revise this proposal and fee estimate, at any time, if any flow down and/or contract provisions are required by Client or Owner to conform

with any local, state or federal wage act requirements, including but not limited to the Davis-Bacon Act, as Amended, the McNamara-O'Hara Service Contract Act, etc., the required use of union labor, or for any required safety, security, vehicle, drug and alcohol testing, or any third party payment fees, or other requirements not specified in the Client's request for proposal or not defined in Geotechnology's scope of services.

ACCEPTANCE

If this proposal is acceptable, we understand you will prepare an agreement similar to those previously agreed upon between our firm and the City.

* * * * *

If you have any questions regarding this proposal, please contact me at your convenience. We look forward to assisting you with your 2024 improvement projects.

Very truly yours,

GEOTECHNOLOGY



Margaret James
Project Manager, Materials Testing Group

MAJ/LPH:maj

Enclosures: Project Team Resumes
Request for Proposal dated November 14, 2023



Memorandum

To: Mike Geisel, City Administrator

From: TW Dieckmann, Director of Parks, Recreation & Arts

Date: 12-11-23

Subject: request to sign Perry Weather LLC alert system order proposal

A new weather alert system for CVAC was approved in the FY24 budget (\$47,500). I recommend the Perry Weather system. It includes four alert stations, and will provide coverage for the entire complex.

Staff researched multiple systems including Perry Weather, Thor Guard, and Earth Networks. Perry Weather is the only system that has text-to-speech public address capability through the speakers. Thor Guard and Earth Networks only offer siren blasts. The text-to-speech option also gives staff the ability to use the system for more than lightning delays, such as personalized messages announcing a lost child.

Perry Weather also allows the option to add a QR code to our webpage. This allows patrons to see how much longer they will be on a lightning delay, in real time from their smart phones. Their system is also located on-site at CVAC. Earth Networks also offered real time viewing for a lightning delay. But their detection system would be off-site at Spirit of St. Louis Airport, roughly 1.5 miles away from CVAC. It is an advantage to have weather alerts generated on-site instead of in the vicinity over a mile away.

The Perry Weather system is the only option we found that offers all of the following features: text-to-speak, wireless hardware, uses cellular connectivity and solar power, offers multiple light options for emergency scenarios, a remote manual triggering option, and the ability to generate QR codes. A sole source verification letter is attached. It provides further detail of why we feel Perry Weather is the best option for CVAC. Also attached are the quotes from Perry Weather, Thor Guard, and Earth Networks.

Perry Weather LLC	\$47,500
Thor Guard	\$33,465
Earth Networks	\$32,920

I request the City Administrator to sign the order proposal now because there will be a 4% increase for the annual cost and a \$300/unit increase starting January 1, 2024. Signing now will allow staff to begin scheduling installation of the wireless hardware units. It also provides time to complete installation before CVAC games resume in March 2024. If we wait until January to sign the order proposal, Perry Weather said it is unlikely they can complete installation before play resumes in March at CVAC.

I recommend the City Administrator sign the Perry Weather order proposal now in FY23, approving the purchase. If you agree, I would email you the Docusign order proposal from Perry Weather for your signature to confirm the order. I will request a purchase order to Perry Weather for \$47,500 in FY24. Let me know if you have questions.



ORDER FORM

CUSTOMER	
Customer Name	City of Chesterfield, MO
Customer Address	690 Chesterfield Parkway West Chesterfield, MO 63017
Exempt from Sales Tax?	Yes, we are exempt from sales tax <i>If your entity is exempt from sales tax, please email an exemption certificate to billing@perryweather.com to remove sales tax from your invoices.</i>
Perry Weather Rep	Delanie O'Connell

PRIMARY CONTACT	
Full Name	Therron Dieckmann
Title	Director of Parks, Recreation and Arts
Email	tdieckmann@chesterfield.mo.us
Phone	636-537-4000

EMAIL INVOICES TO	
Accounts Payable Email	tdieckmann@chesterfield.mo.us
Other Email(s)	mgeisel@chesterfield.mo.us jkelly@chesterfield.mo.us ecollier@chesterfield.mo.us

ORDER INFORMATION	
Quote #	20230727-161317636
Itemized Pricing	See attached quote
Initial Term: Start Date	01/02/2024
Initial Term: End Date	01/01/2031
Billing Frequency	Annual
Billing Method	Email
Additional Notes	

This Order Form is governed by the terms of Perry Weather Terms & Conditions ("PW Terms") available at <https://perryweather.com/legal-terms>. The PW Terms are hereby incorporated into this document by reference. Prices listed for products and services on the Quote and/or ordered hereunder may not include any applicable taxes. Subscriptions purchased under this Order Form may be billed in advance according to the Billing Frequency listed above and will renew according to the PW Terms. **By signing below, you represent and warrant that you have the full authority to enter into this Order and the PW Terms on behalf of Customer.**

Customer:

By:  _____

Name: Michael O. Geisel

Title: City Administrator

Perry Weather:

By:  _____

Name: James Skidmore

Title: Chief Operating Officer



Perry Weather LLC • perryweather.com • 1355 Motor Circle, Dallas, TX 75207


SOLE SOURCE JUSTIFICATION

Perry Weather provides a proprietary, unique software platform with fully integrated custom hardware (“PW”). PW is the only weather safety and emergency management notification platform on the market with a completely wireless hardware system, utilizing cellular connectivity and solar power, and fully integrated into PW software.

PW serves as both a proactive weather notification system and an emergency management tool. The cloud-based software is accessible through a desktop-based web browser as well as native mobile apps that seamlessly and wirelessly sync to the hardware – Outdoor Warning Systems (OWS) and Weather Stations (WXS).

The PW OWS hardware have text-to-speech public address speakers, multiple light options for emergency scenarios, and a remote manual triggering option. Alerting capabilities extend far beyond lightning and can be configured extensively for the needs of each individual client. Other weather features include temperature, wet bulb globe temperature (WBGT), precipitation, wind speed, wind chill, and more. Compared products only alert for lightning, require direct power and direct IP-based networking, have no cloud-based software integration, and no void-capable audible output or multiple light options.

PW is the publisher, developer, and distributor of the software and hardware products, including the Perry Weather software platform and apps, OWS, and WXS.

Authorized Signature: 

Name: Colin Perry

Title: Chief Executive Officer

Date: **May 9, 2023**



City of Chesterfield, MO - 4 Outdoor Warning Systems + Weather Station Purchase

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

Reference: 20230727-161317636
Quote created: July 27, 2023
Quote expires: December 29, 2023

Ethan Collier
ecollier@chesterfield.mo.us
636-812-9524

Products & Services

Name	Qty	Unit price	Total
Software Subscription SOFTWARE: - 40 users with Mobile app + Computer Dashboard - Custom text alerts for heat, lightning, etc. - 24/7 Meteorologist support - Widget for website, TV, etc. - Mass Notify feature	1	\$3,700.00 / year	\$3,700.00 / year for 7 years
Outdoor Warning System & Weather Station (OWX) WEATHER STATION: - Fully wireless (Solar/Cellular powered) - Heat Index, Wet Bulb Globe Temp - Wind Speed, Wind Direction, Wind Chill - Precipitation - HD Sky Camera OUTDOOR WARNING SYSTEM: - Fully Wireless (Solar/Cellular Powered) - Automated and Manually triggered - Custom text-to-speech PA - Full Control of Active Siren Days/Times	1	\$10,000.00	\$10,000.00
Outdoor Warning System (OWS)	3	\$8,500.00	\$25,500.00
Extended Warranty (per 1 additional year) - warranty for 6 years which covers all 4 hardware units	1	\$6,000.00	\$3,704.00 after \$2,296.00 discount
Assisted Installation, Per Unit Requires on-site assistance from customer	4	\$899.00	\$3,596.00

Name	Qty	Unit price	Total
Shipping, per Unit	4	\$250.00	\$1,000.00
Subtotals			
Annual subtotal			\$3,700.00
One-time subtotal			\$43,800.00 after \$2,296.00 discount
Total			\$47,500.00

Important Notes: Customer is responsible for providing a lift or bucket truck if needed for hardware installation (if applicable). Quote does not include any applicable taxes. Tax exemption certificates may be emailed to billing@perryweather.com.

Questions? Contact me

Delanie O'Connell, Account Executive
delanie@perryweather.com, +18172292325



Thor Guard, Inc.
1193 Sawgrass Corporate Parkway
Sunrise, FL 33323
United States
954.835.0900

TG360 Installation

Chesterfield Parks and Rec

August 24th, 2023

Proposed Equipment	Qty	Unit price	Total price
THOR GUARD TG360 Lightning Prediction System with Weather Station	1	\$17,200.00	\$17,200.00
VOT Base Station System with 5W Remote	1	\$4,935.00	\$4,935.00
VOTRCFMS - 5W	1	\$4,600.00	\$4,600.00
30W Solar Panels for VOTRCRMS	1	\$370.00	\$370.00
Strobe Lights	2	\$315.00	\$630.00
Tri - Pod	3	\$55.00	\$165.00
ThorServer and ThorTV Software License	1	\$1,500.00	\$1,500.00
UPS Battery Backup / Line Conditioner	1	\$315.00	\$315.00
Shipping and Handling Estimate	1	\$750.00	\$750.00
Installation Estimate and 1 - Year Service Agreement	1	\$3,000.00	\$3,000.00
Notes:		Subtotal	\$33,465.00

ThorServer & ThorTV is \$1500/year

Starting day 1 to maintain software service

"If applicable, sales tax will be added upon initial billing or at a later date once determined"

If invoice is paid in full 20 days from being issued a 5% discount will be applied to all hardware. If you want to take advantage of this let me know and I will have FL bill the discounted version. If invoice isn't paid in 20 days price will revert back to full quoted price

TOTAL USD \$33,465.00

Customer Info

Ethan Collier
ecollier@chesterfield.mo.us
636.812.9524

Thor Guard Info

Bryan Conrad
bconrad@thorguard.com
831-239-6571

Customer Signature:

WE PREDICT LIGHTNING BECAUSE EVERY THUNDERSTORM HAS A FIRST STRIKE!

Quote valid 90 days - May not include applicable local/state taxes - Freight charges may not be included



Earth Networks Order Form

Earth Networks
an AEM Subsidiary

Prepared by	Sales Contact Phone	Sales Contact E-mail
Marissa Bryant	(580) 284-8400	marissa.bryant@aem.eco

Customer Information		
ORGANIZATION / BUSINESS NAME: City of Chesterfield		BILLING ADDRESS: _____ _____, Missouri
CONTACT NAME: Ethan Collier	CONTACT PHONE: 6368129524	SHIPPING ADDRESS (IF DIFFERENT): _____ _____, Missouri
CONTACT E-MAIL: ecollier@chesterfield.mo.us		

Schedule of Products & Services				
QUOTE No.: <u>119870</u>		DATE: <u>8/20/2023</u>	PROJECT REF: <u>City of Chesterfield-Siren Purchase Option</u>	
Product Name	Notes	Qty	Unit Price	Total Price
EN532	Earth Networks version 2 with all electric E-Horn Part of the Outdoor Alerting Package Battery backup for Informer as part of OAS Aluminum Sign which explains the Sferic Sirens blast pattern. Chat with a meteorologist and/or support rep	4	\$7,300.00	\$29,200.00
EN19001	User Account with web and mobile access to map-based weather observations, severe weather threat monitoring and alerting. Includes optional GPS based Monitored Location for that User Account.	4	\$345.00	\$1,380.00
EN19002	24x7 monitoring of a Location for severe weather threats (LX, NWS, Surface Obs, DTAs) and the delivery of alerts when that threat occurs	4	\$585.00	\$2,340.00
			Year 1 Total	32,920.00
			Year 2-5 Annual TOTAL	\$3,720.00

Term Months: 60



Remarks:

- Quotation is valid for a period of thirty (30) days from the date of this correspondence.
- PAYMENT TERMS: Net 30 Days unless otherwise documented. Late payment fees will be charged at one percent (1%) per month or part thereof will be charged for any payment that is more than thirty (30) days late.
- CURRENCY: USD
- SHIPPING METHOD: Bestway.
- SHIPPING TERMS: Ex Works.
- MAINTENANCE: Annual service and maintenance contracts are available. The installation and/or maintenance costs quoted above are valid for standard installations and maintenance only. Any installation or maintenance work that requires non-standard equipment, materials, or regulatory expenses may be subject to an additional charge.
- ESTIMATED DELIVERY: We, like many businesses, are experiencing periodic disruptions in our supply chain. Accordingly, you may expect delivery times to approach, or exceed, 12 weeks. Thank you for your patience and understanding during these unusual times. You will receive an e-mail when all, or a portion, of, your order has shipped.
- Applicable taxes are not included. This order is subject to sales tax at the time of invoicing.

By ordering, receiving, or accepting AEM-provided products and/or services, Buyer agrees to the specific terms and conditions incorporated by reference below and the General Terms and Conditions of Sale incorporated by reference, all of which are available for review at: <https://aem.eco/contracts>.

Order-Specific Terms and Conditions:

- [Hardware Terms](#)
- [Professional Services Terms](#)
- [Software as a Service Terms](#)

Initial for
Acceptance

ACCEPTANCE

To accept, please initial the Order Specific Terms and Conditions above, complete and sign below and return.

City of Chesterfield

Earth Networks,an AEM subsidiary

Signature: _____

Signature: _____

Name: _____

Name: Marissa Bryant

Title: _____

Title: Account Manager

Date: _____

Date: 8/20/2023

OTHER LEGISLATION

Proposed Bill No. 3486 – An ordinance authorizing the City Administrator of the City of Chesterfield to execute an agreement with the Fraternal Order of Police Lodge 15 as the collective bargaining agent for Chesterfield police officers and sergeants.
(First and Second Reading) City Administrator recommends approval.

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

UNFINISHED BUSINESS

There is no unfinished business scheduled for this meeting.

NEW BUSINESS

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

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

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

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

WHEREAS, The City of Chesterfield City Council reviewed and ratified the agreement with the Fraternal Order of Police on January 2, 2024; and

WHEREAS, The City of Chesterfield and the Fraternal Order of Police desire to memorialize the agreed upon terms; and

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

Section 1.

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

Section 2.

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

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

Passed and approved by the City Council of the City of Chesterfield, Missouri this 2nd day of January, 2024.

Presiding Officer

Bob Nation, MAYOR

ATTEST:

Vickie McGOWND, CITY CLERK

FIRST READING HELD

**City of Chesterfield, Missouri
Police Department**

&

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



**Collective Bargaining Agreement
January 2, 2024 – June 30, 2027**

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Article 1 – Recognition and Lodge Security

Section 1. Recognition

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

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

Section 2. Union Security

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

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

Section 3. Officer Election

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

Article 2 - Lodge Status and Rights

Section 1. Right of Organization

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

Section 2. Right of Representation

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

Section 3. Probationary Employees

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

Section 4. Bulletin Board

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

Section 5. Notification of Rules

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

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

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

Article 3 – Management Rights

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

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

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

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

Article 4 – Clothing and Equipment

Section 1. Personal Uniforms, Equipment, and Duty Gear

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

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

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

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

Section 2. Replacements

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

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

Section 3. Clothing Allowance for the Bureau of Criminal Investigations

The City agrees that Bargaining Unit Members working in the Bureau of Criminal Investigations shall receive a yearly allowance of \$1,200.00 for detectives and \$600.00 for undercover officers, payable in two (2) installments in January and June. The City shall also furnish training uniforms and search warrant uniforms (identified as BDUs and a polo style shirt) to Bargaining Unit Members of the Bureau of Criminal investigations. If a BCI unit member voluntarily terminates his/her employment or is transferred due to disciplinary action, the BCI member shall reimburse the City on a pro-rated basis for the clothing allowance funds received.

Section 4. Tattoos/Brandings/Body Art

Members of the bargaining unit (excluding undercover officers) may not appear on duty or in uniform with any visible tattoos, branding or other forms of body art visible above the collar,

including on the face and head. Visible tattoos below the collar, shall not be offensive and are subject to the sole and exclusive approval of the Chief of Police and/or City Administrator.

A. Body Art Content

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

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

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

Article 5 - Hours of Work

Section 1. General

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

Section 2. Schedule Changes

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

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

Section 3. Fair Labor Standards Act

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

Article 6 - Work Assignments

Section 1. Limited or Modified Duty Assignments

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

Section 2. Secondary Employment

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

Section 3. General Provisions

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

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

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

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

Section 4. Return to Full Duty

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

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

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

Article 7 - Discipline

Section 1. Time Constraints

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

Section 2. Just Cause

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

Section 3. Suspensions and Administrative Leave

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

Section 4. Types of Disciplinary Actions

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

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

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

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

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

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

A signed letter of Just Cause will be given to the Member as soon as possible, but in no case later than the beginning of the regular workday on which the suspension is scheduled to begin, stating the reason for the suspension and its duration. A copy shall be made part of the Member's personnel file. A Member suspended without pay may choose to use previously accrued vacation or accrued compensatory time in order to maintain their compensation to cover the duration of the suspension, but this may only be done by "forfeiting" the accrued time. Any member suspended shall not be permitted to work, be on-duty, perform secondary law enforcement employment, or be physically present at any City facility during the period of suspension. Except in cases of discrimination or harassment, excessive use of force or actions that may also constitute violations of law, a disciplinary suspension will not be used as a basis

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

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

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

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

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

Article 8 - Internal Investigation Procedures

Section 1. General

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

Section 2. Employee Responsibility

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

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

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

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

Section 3. Internal Affairs Investigations

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

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

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

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

Section 4. Conclusion of Investigation.

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

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

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

Section 5. Employee's Privacy

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

Section 6. Bargaining Unit Member Involved Use of Force Investigations

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

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

- B. Use of Deadly Force.** In addition to applicable procedures of the Department's General Orders, the following procedures will be followed when a police officer utilizes deadly force:
1. Initially, the officer(s) involved will not provide an official written statement, however they shall provide the commanding officer of the investigation with basic information regarding the events that occurred in order to assist with the investigation of the incident. An official statement shall only be made after an officer has a chance to recover from the shock of the experience and given an opportunity to accurately recall all related events.
 2. The firearm(s) that was used and surrendered to a Command level officer of the Chesterfield Police Department or the primary investigating agency should be replaced with another Department issued firearm and provided to the involved officer.
 3. Whenever a Member's use of deadly force appears that it could lead to a serious physical injury or death to an individual, the assistance of the St. Louis County Police or Missouri State Highway Patrol shall be requested regarding crime scene processing.
 4. Whenever a Member's use of deadly force may be subject to a criminal investigation or review by the Prosecuting Attorney's office, the entire criminal investigation shall be turned over to another agency such as the St. Louis County Police Department or the Missouri State Highway Patrol as soon as is practical.
 5. It is the policy of the Department to cooperate fully with a law enforcement agency investigating a Chesterfield Police officer's discharge of a firearm.
 6. Whenever a Chesterfield officer uses deadly force, the officer may be required to undergo both a drug screen test and blood alcohol test as soon after the incident as circumstances permit.
 7. Member(s) involved in shooting incidents resulting in any personal injury or fatality may be required by the Department to be evaluated by a mental health professional to determine if the Member is emotionally fit, before they may return to active duty. This shall be at the expense of the Department.
- C.** Every employee of the department has the responsibility to immediately contact the on duty supervisor or the Commander of Internal Affairs and report any act which they believe involves the use of excessive force. Every employee of the Department has a duty to attempt to intervene to stop any other member of the department from using force that is unreasonable or unnecessary. Any employee who fails to report physical or verbal abuse against any citizen by another member of the Department is subject to disciplinary action.

Article 9 - Grievance Procedure

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

Section 1. Member Disciplinary Appeal Process

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

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

Section 2. Member Grievance Procedure

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

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

Step 1.

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

Step 2.

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

Step 3.

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

Section 3. Lodge Grievances

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

Section 4. Final Resolution

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

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

Article 10 - Legal Representation

Section 1. Civil Action

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

Section 2. Criminal Charges

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

Section 3. Grievances

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

Article 11 - Leave

Section 1. General

All full-time employees are eligible for compensated vacation time based on the employee's length of service and time worked during the year. Members continue to accrue vacation benefits while on any form of paid leave (e.g., sick leave, emergency leave, vacation, jury duty, bereavement, etc.), and while on paid or unpaid Family and Medical Leave. Members will not receive vacation pay in lieu of taking vacation days, except as otherwise provided in this Article and in the City's Personnel Manual. The current vacation scheduling process will continue to be followed by the Department for the duration of this Agreement.

Members who resign with proper notice (2 weeks), are laid off, or retire will receive vacation pay for any unused accrued vacation at the time of separation.

Section 2. Schedule of Vacation Accrual

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

- Members will accrue 3.08 hours per pay period up to their 5th year of continuous employment (80 hours per year).

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

Section 3. Accumulation of Vacation Leave

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

Section 4. Vacation scheduling

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

Section 5. Compensatory Time

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

Section 6. Holiday Time

A. General Provisions:

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

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

- B. **Holiday Schedule for Patrol Officers.** Officers assigned to work schedules which include the possibility of working holidays shall receive holiday pay as designated by the Chief of Police. Holiday pay shall be considered an eight-hour day (92 hours per calendar year) and shall be submitted as such at the end of the year for the holiday checks for eligible officers. This is irrespective of the officer's work schedule (eight, ten or twelve hour assignment).
- C. **Scheduled Work Time on Holidays.** Each Member working a forty (40) hour schedule shall be allowed time off with pay for each day of the foregoing holiday schedule.
- D. Members must work their last regularly scheduled day before and after the holiday or be on an approved leave of absence in order to receive holiday pay.
- E. Holidays will be observed on their officially designated calendar days except if a holiday falls on Saturday the holiday will be observed on the preceding Friday, if a holiday should fall on a Sunday observance will be on the Monday immediately following.

Section 7. Bereavement Leave

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

Section 8. Sick Leave

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

Section 9. Military Leave

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

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

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

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

Section 10. Jury Leave and Witness Leave

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

Section 11. Parental Leave

Eligible members may receive parental leave benefits as described and limited by City Council Policy CC-25, approved by City Council on July 17, 2023.

Section 12. Additional Paid Personnel Leave for new employees

The collective bargaining group excludes probationary employees. However, at their regular meeting on July 18, 2022, City Council approved Staff's recommendation to provide first year, probationary employees an additional five (5) days or forty (40) hours of paid personal time to be used during probation during their first year of employment. These forty (40) hours are not vacation days, they expire at the end of the employee's first year, and there is no financial entitlement to the employee for payout of any unused time.

Article 12 - Benefits

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

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

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

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

Section 2. Pension

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

Section 3. Voluntary Deferred Compensation

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

Section 4. Vaccinations and Boosters

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

Section 5. Slain Officer / Dependent Coverage

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

Section 6. Retiree Health Benefits

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

Article 13 – Training

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

- A. Members who carry a firearm in performance of their duties will receive firearms training in accordance with P.O.S.T. requirements and Department standards, and will be required to pass a qualification course for each Department owned or approved firearm issued or carried by each Member. In addition, the Department will provide open range time quarterly each year to occur in an eight (8) hour time slot, consecutive or split, between the hours of 0700 and 2200, so long as a range safety officer is available, unless the range is closed for maintenance or deemed unsafe due to weather conditions per the Patrol Commander. A pre-determined make-up date shall accompany each planned open range date.

- B. Any Member not able to pass the qualification courses will be provided with remedial firearms training. This training will be at the convenience of the firearms instructors currently titled as such by the Department.

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

Article 14 – Compensation

Section 1. Compensation Plan for Police Officers and Sergeants

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

<u>Patrol Officers- Effective First full payroll in</u> <u>January 2024</u>	<u>Sergeants- Effective First full payroll in January</u> <u>2024</u>		
<u>Year/Step</u>	<u>Salary</u>	<u>Year/Step</u>	<u>Salary</u>
Step 1 (Drop after second full payroll in January 2025)	\$63,000		\$85,798
Step 2	\$65,520	Step 2	\$89,230
Step 3	\$68,141	Step 3	\$92,799
Step 4	\$70,866	Step 4	\$96,511
Step 5	\$73,701	Step 5	\$100,372
Step 6	\$76,649	Step 6	\$104,386
Step 7	\$79,715		
Step 8	\$82,904		
Step 9	\$86,220		
Step 10	\$89,669		
Step 11	\$93,255		

Step One of each matrix is to be eliminated effective the second full pay period in January of 2025, after application of the annual step increases.

Placement of Members in the above Step Pay Plan, shall be effective the first full payroll in January of 2024 and will be determined per the side letter of Understanding executed in conjunction with this agreement.

If approved by City Council, the Fraternal Order of Police, Lodge 15 and the Chesterfield Police Officers Association; the compensation matrix shall be effective the first full payroll in January of 2024, superseding the final year of the 2021 – 2024 Collective Bargaining Agreement between the City of Chesterfield, Fraternal Order of Police, Lodge 15.

It is understood and mutually agreed, that certain members identified and slotted in the compensation steps per the side letter agreement, are probationary, having not yet served one full year in their current capacity, and are being slotted in the designated pay step prior to completing their probationary period and will not receive an additional step increase at their one-year anniversary. The step increase that would otherwise be awarded at completion of their one-year anniversary is being granted early, prior to completion of their probationary period and the next step increase will occur effective for the first full payroll period in January 2025.

The slotting or placement of all current members is provided in the side letter of understanding. Those individuals shall be eligible for step increases annually, in conjunction with the first full payroll in January, as provided elsewhere in this agreement. Compensation increases for new hires, promotions and/or future members shall be accomplished as follows:

FIRST SCHEDULED INCREASE IN COMPENSATION AT 1ST ANNIVERSARY

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

SECOND SCHEDULED INCREASE IN COMPENSATION

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

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

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

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

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

Section 2. Promotions

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

Article 15 – Overtime Payment

Section 1. Hours

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

Section 2. Off Duty Overtime

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

Section 3. Call Back Overtime

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

Section 4. Court Time

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

Article 16 – Retirement/Separation

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

DEFINITIONS

- I. **Retirement** – A commissioned officer of any rank or position within the Department is considered to be officially retired when the following conditions are met:
 - A. The retiring officer has reached at least ten (10) years of service with the Chesterfield Police Department and a total of twenty (20) years of service in law enforcement.
 - B. The Officer is retiring from employment in law enforcement.
 - C. Two (2) weeks written notice has been given establishing the official date of separation.
- II. **Separated Law Enforcement Officer** – A commissioned officer of any rank or position within the Department is considered to be officially separated when the following conditions are met:
 - A. The separating officer has total of ten (10) years of service in law enforcement serving at least five (5) of those years of service with the Chesterfield Police Department.
 - B. The separating officer is not on probationary status with the Chesterfield Police Department and is leaving in good standing.
 - C. Two (2) weeks written notice has been given by the officer to the Department establishing the official date of separation.
 - D. That officer, under federal guidelines, will be eligible to carry a firearm when meeting the requirements of being a separated Law Enforcement Officer

- III. For those Members that meet the above definitions for official retirement, the following benefits will apply:
- A. The retiring Member will receive one retirement badge and one retirement I.D., which will serve to identify the officer as having met the requirements of a retired police officer with City of Chesterfield and/or under the rights provided to the Officer by LEOSA and its amendments.
 - B. That officer, under federal guidelines, will be eligible to carry a firearm when meeting the requirements of being a retired Law Enforcement Officer
 - C. Those Members who qualify under the above guidelines as Retired shall also receive all previously agreed upon benefits for those of retired status.

Article 17 – Miscellaneous Provisions

Section 1. Off-Duty Responsibility

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

Section 2. General Orders

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

Section 3. Body Cameras

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

Section 4. Lay-Offs

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

Section 5. Employee Referral and Incentive Benefits

Eligible members may receive employee referral and retention incentive benefits as described and limited by City Council Policy CC-26, approved by City Council on July 17, 2023.

Article 18 – Entire Agreement

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

Article 19 – Saving Clause

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

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

Article 20 – Revenue Kickout Clause

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

Prior to enacting the Revenue Kickout Clause, a meeting must be held between the Parties. At this meeting, the City must specifically identify the incident, events or circumstances contributing to the Loss or reasonable anticipation of a Loss. The identified Funds' (4101-4104, 4200, 4205 and 4430) revenues will be reviewed based on the Cash Basis accounting numbers.

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

If the Parties are unable to reach an agreement on whether the Revenue Kickout Clause should continue or cease following any quarterly review described in the preceding paragraph, the available remedy will be

for the Lodge to file a grievance pursuant to Article 9, Section 3 of the Agreement. Individual members may not grieve this issue either on their own behalf or on behalf of the membership at large.



Article 21 – New Revenue Sources

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

Article 22 – Duration

This Agreement shall become effective upon its execution, and shall terminate at 11:59 p.m. on June 30, 2027. Either party desiring to negotiate any modifications to this Agreement shall give notice of the same at least ninety (90) days prior to the expiration date. Failure to do so shall result in this Agreement being automatically renewed for a period of one (1) year. In the event notice of reopening is served, this Agreement shall continue in full force and effect until a new Agreement is signed by the parties or until the parties reach an impasse in negotiations.

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

<hr/>	<hr/>	<hr/>
City of Chesterfield	Date	Michael Geisel, City Administrator
		Printed Name
 <hr/>	1/4/2024 <hr/>	 <hr/>
Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15	Date	Printed Name

SIDE LETTER OF UNDERSTANDING

This Side Letter of Understanding is made a part of the January, 2024 through June 30, 2027 Collective Bargaining Agreement between the City of Chesterfield, Fraternal Order of Police, Lodge 15 and the Chesterfield Police Officers' Association (the "Agreement"). This Side Letter expires with the Agreement on June 30, 2027 and will not continue in effect thereafter or become a permanent part of the Agreement.

If approved by City Council, the Fraternal Order of Police, Lodge 15 and the Chesterfield Police Officers Association; the compensation matrix shall be effective the first full payroll in January of 2024, superseding the final year of the 2021 – 2024 Collective Bargaining Agreement between the City of Chesterfield, Fraternal Order of Police, Lodge 15 and the Chesterfield Police Officers Association and the current bargaining unit members will be initially "slotted" as follows:

Members will be slotted in the compensation Step identified below, effective for the first full payroll period following City Council approval:

OFFICERS


Youngberg, Ryan	Step 1	\$63,000
Triulzi, Maxwell	Step 1	\$63,000
Smith, Scott	Step 1	\$63,000
Schroeder, Jordan	Step 1	\$63,000
Rouse, Thomas	Step 1	\$63,000
Layton, Joseph	Step 1	\$63,000
Laws, Travis	Step 1	\$63,000
Krueger, Adam	Step 1	\$63,000
Keathley, Trevor	Step 1	\$63,000
Kaufmann, Andrew	Step 1	\$63,000
Hartman, John	Step 1	\$63,000
Ferlis, Christopher	Step 1	\$63,000
Crocker, Amanda	Step 1	\$63,000
Campbell, Melvin	Step 1	\$63,000
Bruno, Louis	Step 1	\$63,000
Tanner, Autry	Step 1	\$63,000
Rose, Samuel	Step 1	\$63,000
Wood, Ryan	Step 2	\$65,520
Trivette, Shelby	Step 2	\$65,520
Ramsey, Austin	Step 2	\$65,520
Maedge, Connor	Step 2	\$65,520
Kennemer, Zakary	Step 2	\$65,520
Hoffmeister, Domenic	Step 2	\$65,520
Hindman, Alida	Step 2	\$65,520
Hertzog, Zachary	Step 2	\$65,520
Gorczyca, Stephen	Step 2	\$65,520
DeBisschop, Cody	Step 2	\$65,520
Brewer, Joseph	Step 2	\$65,520

Rocklage-Dompierre, Amanda	Step 3	\$68,141
Ulrich, Richard	Step 3	\$68,141
Tyndell, Kyle	Step 3	\$68,141
Saavedra, Celia	Step 3	\$68,141
Restivo, Kevin	Step 3	\$68,141
Niemeier, Matthew	Step 3	\$68,141
Lewis, Tyler	Step 3	\$68,141
Holroyd, Devin	Step 3	\$68,141
Clymer, Michael	Step 3	\$68,141
Brown, Colten	Step 3	\$68,141
Wood Jr., Frank	Step 4	\$70,866
Lucchesi, Anthony	Step 4	\$70,866
Hahn, Kyle	Step 4	\$70,866
Gibbs Crissen, Angela	Step 4	\$70,866
Budd, Andrew	Step 4	\$70,866
Best, Michelle	Step 4	\$70,866
Saffa, Ashley	Step 4	\$70,866
Mueller Arthur	Step 4	\$70,866
Putnam, Jacey	Step 5	\$73,701
Lowe, Austin	Step 5	\$73,701
Fenton, Christopher	Step 5	\$73,701
Carter, Timothy	Step 5	\$73,701
Schreiber, Kyle	Step 6	\$76,649
Rupp, Gregg	Step 6	\$76,649
Muench, Christopher	Step 6	\$76,649
Dammrich, James	Step 6	\$76,649
Broeker, Ryan	Step 6	\$76,649
Paubel, Mathew	Step 7	\$79,715
Meyer, Chadwick	Step 7	\$79,715
Lantz, Todd	Step 7	\$79,715
Friemel, Craig	Step 7	\$79,715
Spratt, Anthony	Step 9	\$86,220
Scoggins, Scott	Step 9	\$86,220
Powers, Paul	Step 9	\$86,220
Pousson, Matt	Step 9	\$86,220
Pollman, Christopher	Step 9	\$86,220
Kaatmann, Christopher	Step 9	\$86,220
Ghassemi, Shahram	Step 9	\$86,220
Cordia, Terry	Step 9	\$86,220
Borawski, Jr. Stephen	Step 9	\$86,220
Aspinal, Steven	Step 9	\$86,220

SERGEANTS

Bromwich, Jason	Step 1	\$85,798
McWilliams, Randy	Step 1	\$85,798
Ovca, Jeffrey	Step 1	\$85,798
McGee, Clayton	Step 1	\$85,798
Turntine, Timothy	Step 2	\$89,230
Powell, Robert	Step 2	\$89,230
Schlemmer, Donald	Step 2	\$89,230
Wittman, Eric	Step 3	\$92,799
Gunn, Gary	Step 3	\$92,799

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SIDE LETTER OF UNDERSTANDING ON THE DATE WRITTEN BELOW



City of Chesterfield

2024-1-4 **Michael Geisel,**
Date City Administrator

Printed Name



Eastern Missouri Coalition of Police,
Fraternal Order of Police, Lodge 15

1/4/2024 Todd Lantz
Date Printed Name

EXECUTIVE SESSION

An Executive Session (closed meeting) has been scheduled to take place immediately following the Agenda Review Meeting, on January 16, 2024, which itself is scheduled to begin at 6:00 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) for the purpose of discussing legal actions, causes of action, litigation or privileged communications between the City's representatives and its attorneys.

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