



AGENDA
CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Tuesday, February 20, 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. Special City Council Meeting Minutes** – January 29, 2024
 - B. Executive Session Minutes** – January 29, 2024
 - C. Executive Session Minutes** – February 5, 2024
 - D. City Council Meeting Minutes** – February 5, 2024

- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Thursday, February 22, 2024 – Planning & Public Works (5:30pm)**
 - B. Monday, February 27, 2024 – Finance & Administration (5:30pm)**
 - C. Monday, March 4, 2024 – City Council (7:00pm)**

- 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

- 1. Proposed Bill No. 3493 - Yield Control – Big Timber and Mill Spring:** An ordinance amending Title III, Schedule VI of the Chesterfield Municipal Code by adding yield signs on Mill Spring at Big Timber Lane. **(First Reading) Planning and Public Works Committee recommends approval.**
- 2. Proposed Bill No. 3494 - Traffic Generation Assessment (TGA) Trust Fund Rate Schedule:** An ordinance amending the traffic generation assessment (“TGA”) Trust Fund Rate Schedule of the City of Chesterfield, Missouri. **(First Reading) Planning and Public Works Committee recommends approval.**
- 3. Next Meeting – Thursday, February 22, 2024 (5:30pm)**

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

- 1. Next Meeting – Tuesday, February 27, 2024 (5:30pm)**

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

- 1. CVAC Naming Rights Discussion – Information only –** The Parks, Recreation and Arts Committee discussed the CVAC naming rights proposal and elected to abandon the conversation, leaving Council’s prior rejection of the proposal intact. **No action is required by Council at this time.**
- 2. Aquatic Center Feasibility Study -** The Parks, Recreation and Arts Committee discussed the feasibility study and recommendations as completed by Waters Edge Aquatic Design. The PR&A Committee unanimously voted to recommend that staff be directed to proceed with development of a strategy to pursue replacement of the aquatic center, including design services and financing. The design component shall incorporate opportunities for public input as to the inclusion of facilities and components. **(Voice Vote required) Parks, Recreation and Arts Committee recommends approval.**
- 3. Park Land Acquisition –** The Parks, Recreation and Arts Committee unanimously recommended acceptance of a 15-acre land donation immediately adjacent and west of Railroad Park in Chesterfield Valley

and to authorize a budget adjustment of \$5,000 from the parks fund – fund reserve to fund an appraisal contracted by the current owner. The owner has offered to donate the property to the City if the City funds the cost of an appraisal. The property is covered by a conservation easement and was used as a wetland mitigation area for prior development. The use of the property is significantly restricted. **(Roll Call Vote required) Parks, Recreation and Arts Committee recommends approval.**

4. **Railroad Park – Information Only** - The Parks, Recreation and Arts Committee discussed the current use and logistical constraints for expansion of the use of Railroad Park, and the 2019 staff analysis of same. The Committee directed that Staff update the 2019 report based on current information and the inclusion of the additional 15 acre land acquisition. **No action required by Council at this time.**

5. Next Meeting – not yet scheduled

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

1. **Proposed Bill No. 3481 - Firearms Regulations** – An Ordinance of the City of Chesterfield amending sections 210.900 and 220.150 of the City municipal code related to firearms regulations. First Read on 11/20/2023 **(Second Reading) Public Health & Safety Committee recommends approval.**

2. Next Meeting – not yet scheduled

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

- A. **Bid Recommendation – 2024 Concrete Slab Replacement Area A:** Recommendation to accept the low bid submitted by M and H Concrete Contractors LLC and to authorize the City Administrator to enter into an agreement with M and H Concrete Contractors LLC for the 2024 Concrete Slab Replacement Area A, in an amount not to exceed \$2,000,000. This amount includes a contingency to allow for any unforeseen conditions and/or additional work as may be necessary to complete this project. This project is budgeted within Account 120-079-5490 of the Capital Projects Fund. **(Roll Call Vote) Department of Public Works recommends approval.**

- B. **Bid Recommendation - 2024 Concrete Slab Replacement Area B:** Recommendation to accept the low bid submitted by Amcon Municipal Concrete LLC and to authorize the City Administrator to enter into an agreement with Amcon Municipal Concrete LLC for the 2024 Concrete Slab Replacement Area B, in an amount not to exceed \$1,800,000. This amount

includes the low bid and an extra \$346,000 to allow for additional slab replacement work within budget. This project is budgeted within Account 120-079-5490 of the Capital Projects Fund. **(Roll Call Vote) Department of Public Works recommends approval.**

C. Bid Recommendation – Public Works Facility Mezzanine: Recommendation to accept the low bid submitted by Aspire Construction Services LLC and to authorize the City Administrator to enter into an agreement with Aspire Construction Services LLC, in an amount not to exceed \$436,000. This includes the low bid (\$396,000) and a ten percent contingency to account for changed orders with may become necessary. If approved, the City Staff will initiate an intra-fund budget transfer in the Capital Projects Fund to accommodate overage. Specifically, \$156,000 will be transferred from Account 120-079-5490 to Account 120-079-5470. No additional funding is required, and the overall allocation in the Capital Projects Fund will remain unchanged. **(Roll Call Vote) Department of Public Works recommends approval.**

D. Bid Recommendation – 2024 Sidewalk Replacement Project A:

1. Recommendation to accept the low bid submitted by Lift-Rite for sidewalk leveling and to authorize the City Administrator to enter into an agreement with Lift-Rite, in an amount not to exceed \$100,000. This project is budgeted within Account 120-079-5497 Capital Projects Fund.
2. Recommendation to accept the low bid submitted by Amcon Municipal Concrete for sidewalk replacement and to authorize the City Administrator to enter into an agreement with Amcon Municipal Concrete, in an amount not to exceed \$200,000. The project is budgeted within Account 120-079-5497 Capital Projects Fund.

E. Bid Recommendation – Street Tree Inventory: Recommendation to accept the low bid submitted by Davey Resource Group and to authorize the City Administrator to enter into an agreement with Davey Resource Group for a Street Tree Inventory, in an amount not to exceed \$75,000. This includes the low bid amount (\$70,000) plus a small contingency should additional work become necessary. If approved, Davey Resource Group will commence work this summer and the Street Tree Inventory should be completed prior to the end of 2024. The 2024 budget contains \$75,000 in ARPA funding within Account 137-079-5215.

XI. OTHER LEGISLATION

A. Bill No. 3489 – An Ordinance authorizing the City of Chesterfield, Missouri to initiate condemnation proceedings to terminate a lease; and authorizing certain city officials and officers to execute all instruments necessary to carry out the intent of this Ordinance.
(Second Reading)

- B. Bill No. 3490** – An Ordinance authorizing the City of Chesterfield, Missouri to initiate condemnation proceedings to acquire property; and authorizing certain city officials and officers to execute all instruments necessary to carry out the intent of this Ordinance. **(Second Reading)**
- C. Bill No. 3491** – An Ordinance authorizing the City of Chesterfield, Missouri to initiate condemnation proceedings to terminate that amended and restated easement, restriction and operating agreement, as amended, and further supplemented by the Chesterfield Mall supplemental agreement; and authorizing certain city officials and officers to execute all instruments necessary to carry out the intent of this ordinance **(Second Reading)**
- D. Bill No. 3492** – An Ordinance of the City of Chesterfield, Missouri authorizing and approving a redevelopment agreement by and between the City and TSG Downtown Chesterfield Redevelopment, LLC in connection with the redevelopment of that portion of the redevelopment area designate as RPA-1 under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; Authorizing certain actions by city officials and officers; and containing a severability clause. **(Second Reading)**

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. 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.

City of Chesterfield
Excess Checks (=> \$5,000)
January 2024

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
1/4/2024	1347	XTREME GREEN	AMPHITHEATER TURF PROJECT-FINAL PAYMENT	\$ 41,640.00	137
1/18/2024	1348	BOND ARCHITECTS, INC.	ARCHITECTURAL SERVICES	14,782.00	137
1/18/2024	51672	JEFF ELLIS AND ASSOCIATES, INC.	LIFEGUARD SERVICES-TRAININGS, CERTIFICATIONS	7,000.00	119
1/4/2024	71203	DELTA DENTAL OF MISSOURI	JANUARY 2024 DENTAL INSURANCE PREMIUMNS	13,892.04	001
1/4/2024	71206	ENERGY PETROLEUM CO.	REGULAR GASOLINE PURCHASES (7054 GALLONS)	17,196.80	001
1/4/2024	71225	REJIS COMMISSION	REJIS CONTRACTUAL FEES	7,588.75	121
1/4/2024	71228	SPIRE ENERGY	690 CHESTERFIELD PKWY W-3433311000	8,279.85	001
1/4/2024	71229	ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL	JANUARY 2024 HEALTH INSURANCE PREMIUMNS	208,723.54	001
1/11/2024	71275	SHI INTERNATIONAL CORP	ANNUAL FIREWALL LICENSING/SUPPORT	21,452.88	001
1/11/2024	71280	SWEETENS CONCRETE SERVICES, LLC	2023 CRACK SEALING PROJECT, 2023-PW-07	40,461.93	120
1/11/2024	71283	THE HARTFORD-PRIORITY ACCOUNTS	JANUARY 2024 GROUP LIFE, LTD, STD, VOL LIFE, ACCIDENT, AND CRITICAL ILLNESS INSURANCE	14,111.46	001
1/11/2024	71287	TRACKER PRODUCTS, LLC	EVIDENCE TRACKER CLOUD BASED RENEWAL	8,505.00	121
1/11/2024	71289	TSG DOWNTOWN CHESTERFIELD	THE REAL DILL GS RELEASE, INSPECTION G-103-23	7,125.00	808
1/11/2024	71291	UTILITY ASSOCIATES INC.	BODY & IN-CAR CAMERA SYSTEM CONTRACT	222,600.00	121
1/11/2024	71296	WILD HORSE HOTEL LLC	JANUARY 2024 EMPLOYEE EVENT	10,784.80	001
1/18/2024	71301	AMEREN MISSOURI	690 CHESTERFIELD PKWY W-0627147004	11,045.53	001
1/18/2024	71330	POWERDMS, INC	POWER DMS MANAGEMENT SYSTEM	6,869.72	121
1/18/2024	71337	ST. LOUIS COUNTY MISSOURI - POLICE DEPT	JANUARY 2024 COMMUNICATIONS CONTRACT	17,134.32	121
1/18/2024	71339	STRATEGICALLY ACQUIRED REAL ESTATE INVESTMENT FUND	GRADING SURETY RELEASE, GRAND RESERVE, AND LAKE PROTECTION BOND RELEASEG-118-17	14,000.00	808
1/18/2024	71343	THE PRAETORIAN GROUP	POLICE ONE TRAINING SOFTWARE RENEWAL	6,684.00	121
1/18/2024	71344	TOPE INC	315 DIPLOMAT/ SEWER REPAIR	5,276.70	110
1/18/2024	71347	TOPE INC	15654 SUGARRIDGE - SEWER REPAIR	5,333.35	110
1/25/2024	71355	ARMSTRONG TEASDALE LLP	CHESTERFIELD MALL, WILDHORSE VILLAGE, AND DILLARDS PROJECT SERVICES SEP-NOV 2023	34,024.62	001
1/25/2024	71358	BENJAMIN F. KLOOS	OCTOBER, NOVEMBER, DECEMBER 2024 ALTERNATIVE COURT AND TRIAL SERVICE FEES	5,400.00	001
1/25/2024	71363	ENVIROMENTAL SYSTEMS RESEARCH INSTITUTE INC	ARCGIS ANNUAL SOFTWARE ENTERPRISE AGREEMENT	39,700.00	001
1/25/2024	71366	GEOTECHNOLOGY INC.	2023 CONSTRUCTION AND INSPECTION TESTING SERVICES	10,561.19	120
1/25/2024	71370	HESSE GRAVILLE, LLC	DECEMBER 2023 MONTHLY LEGAL AND PROFESSIONAL SERVICES	27,393.75	001
1/25/2024	71386	MISSOURI MUNICIPAL LEAGUE	MISSOURI MUNICIPAL LEAGUE MEMBERSHIP FEE 2024	7,424.86	001
1/25/2024	71388	PNC BANK	DECEMBER 2023-JANUARY 2024 MONTHLY PNC STATEMENT	12,849.05	001

\$ 847,841.14

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

AGENDA REVIEW – TUESDAY, FEBRUARY 20, 2024 – 5:30 PM

An AGENDA REVIEW meeting has been scheduled to start at **5:30 PM, on Tuesday, February 20, 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

- A. Thursday, February 22, 2024 – Planning & Public Works (5:30pm)**
- B. Monday, February 27, 2024 – Finance & Administration (5:30pm)**
- C. Monday, March 4, 2024 – City Council (7:00pm)**

COMMUNICATIONS AND PETITIONS

APPOINTMENTS

There are no appointments scheduled for Tuesday's meeting.



RECORD OF PROCEEDING

SPECIAL CITY COUNCIL MEETING AT 690 CHESTERFIELD PARKWAY WEST

JANUARY 29, 2024

Mayor Bob Nation called the meeting to order at 5:30 p.m.

A roll call was taken with the following results:

PRESENT

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

ABSENT

Councilmember Dan Hurt

Those also in attendance included: City Administrator Mike Geisel, City Attorney Chris Graville, Assistant City Administrator Elliot Brown, Director of Finance Jeannette Kelly and City Clerk Vickie McGownd.

Angela Odlum (Armstrong Teasdale) was also in attendance, as well as the following individuals on behalf of The Staenberg Group (TSG): Tim Lowe, Allan Preis and Kelley Farrell.

ROLL CALL VOTE TO ENTER EXECUTIVE SESSION

Councilmember Wahl made a motion, seconded by Councilmember Hansen, to go into Executive Session (closed meeting), as provided by 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 and RSMO 610.021 (2) for the purpose of discussing the lease, purchase or sale of real estate between the City's representatives and its attorneys. A roll call vote was taken, with the following results: Ayes – Hansen, Mastorakos, Budoor, Moore, McGuinness, Monachella and Wahl. Nays – None. Mayor Nation declared the motion passed unanimously.

The three individuals in attendance on behalf of TSG (Tim Lowe, Allan Preis and Kelley Farrell) stepped out of the meeting until invited back into the Executive Session.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 5:32 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____



RECORD OF PROCEEDING

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

FEBRUARY 5, 2024

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

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

A roll call was taken with the following results:

PRESENT

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

ABSENT

Councilmember Dan Hurt

APPROVAL OF MINUTES

The minutes of the January 16, 2024 Executive Session were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Wahl, to approve the January 16, 2024 Executive Session minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the January 16, 2024 City Council meeting were submitted for approval. Councilmember Budoor made a motion, seconded by Councilmember Hansen, to approve the January 16, 2024 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

Mayor Nation recognized a Boy Scout in attendance and invited him to stay after the meeting to ask any questions he may have.

Mayor Nation announced that the next meeting of City Council is scheduled for Tuesday, February 20, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Mr. Tim Lowe, 2127 Innerbelt Business Center, stated that he was available to answer questions pertaining to Bill Nos. 3426, 3427, 3428, 3429, 3489, 3490, 3491 and 3492.

Ms. Susan Storie, Collective Solutions, LLC - agent for Ameren, stated that she was available to answer questions pertaining to a new Facilities Siting Permit (FSP 59-2023 Ameren – 14490 Conway Road).

Mr. George Stock, 247 Chesterfield Business Pkwy., requested consideration for one additional permitted use (oil change facility) pertaining to Bill No. 3485 (P.Z. 13-2023 17551, 17555 & 17599 Chesterfield Airport Road [Baldrige-Ryken, LLC]).

Mr. Steve Valentine, 4 Research Park, St. Charles, Missouri, stated that he was available to answer questions pertaining to Bill No. 3487 (Legends at Schoettler Pointe).

APPOINTMENTS

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

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning & Public Works Committee

Bill No. 3485 Amends 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)
(Second Reading) Planning and Public Works Committee recommends approval with Green Sheet Amendments

Councilmember Merrell Hansen, Chairperson of the Planning & Public Works Committee, made a motion, seconded by Councilmember Monachella, for the second reading of amended Bill No. 3485.

Councilmember Wahl made a motion, seconded by Councilmember Monachella, to amend the original motion to include an additional use (oil change facility) to the list of approved uses. A roll call vote was taken with the following results: Ayes – Moore, Budoor, Monachella and Wahl. Nays – Hansen, McGuinness and Mastorakos. The motion to amend was declared passed.

A voice vote was taken on the original motion for the second reading of amended Bill No. 3485, with a unanimous affirmative result, and the motion was declared passed. Bill No. 3485 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3485 with the following results: Ayes – Monachella, Hansen, Budoor, Moore and Wahl. Nays – Mastorakos and McGuinness. Mayor Nation declared Bill No. 3485 approved, passed it and it became **ORDINANCE NO. 3275**.

Councilmember Hansen made a motion, seconded by Councilmember Monachella, to approve the Facility Siting Permit at 14490 Conway Road, including the condition regarding a fence, as recommended by the Planning and Public Works Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Hansen announced that the next meeting of this Committee is scheduled for Thursday, February 8, at 5:30 p.m.

Finance & Administration Committee

Councilmember Michael Moore, Chairperson of the Finance & Administration Committee, announced that the next meeting of this Committee is tentatively scheduled for Tuesday, February 27, at 5:30 p.m.

Parks, Recreation & Arts Committee

Councilmember Mary Monachella, Chairperson of the Parks, Recreation & Arts Committee, announced that the next meeting of this Committee is scheduled for Wednesday, February 7, at 5:30 p.m.

Public Health & Safety Committee

Councilmember Mary Ann Mastorakos, Chairperson of the Public Health & Safety Committee, 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 Hansen made a motion, seconded by Councilmember Moore, to approve a \$10,000 fund transfer and authorize the “Success” contingency payment to Gamble Schlemeier, associated with obtaining a \$2 million American Rescue Plan Act (ARPA) grant from the State of Missouri, as contracted in May of 2021. A roll call vote was taken with the following results: Ayes – Wahl, Moore, McGuinness, Mastorakos, Monachella, Budoor and Hansen. Nays – None. Mayor Nation declared the motion passed.

[Councilmember Hurt arrived at 7:20 p.m.]

City Administrator Mike Geisel reported that Staff is recommending award of a contract for Miracle Field Resurfacing. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending approval of the bid from Kiefer USA and authorization for the City Administrator to execute a contract with Kiefer USA in the amount of \$286,820. Councilmember Mastorakos made a motion, seconded by Councilmember Moore, to approve this recommendation. A roll call vote was taken with the following results: Ayes – McGuinness, Moore, Budoor, Mastorakos, Hansen, Wahl, Monachella and Hurt. Nays – None. Mayor Nation declared the motion passed.

Mr. Geisel reported that Staff is recommending award of a contract for Independence Day Pyrotechnic Display. Based upon review of information provided by Director of Parks, Recreation and Arts TW Dieckmann, Mr. Geisel joined with him in recommending approval of the bid from J&M Displays, for the Independence Day Pyrotechnic Show in the amount of \$55,000, including the mutual option for two additional years. Councilmember Budoor made a motion, seconded by Councilmember Monachella, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Mastorakos, Monachella, Hurt, Hansen, Wahl, McGuinness, Budoor and Moore. Nays – None. Mayor Nation declared the motion passed.

OTHER LEGISLATION

Resolution No. 495 A Resolution urging Senators and Representatives of the Missouri General Assembly to oppose any legislation or proposal to eliminate the taxation or retail sales on food. City Administrator recommends approval **(Roll Call Vote) The City Administrator recommends approval.**

Councilmember Moore made a motion, seconded by Councilmember Monachella, to approve a proposed resolution opposing the elimination of sales tax on food items, subject to minor editing to reflect the revenue loss and impacts to the City of Chesterfield. A roll call vote was taken with the following results: Ayes – Hurt, Hansen,

Wahl, Moore, Budoor, McGuinness, Monachella and Mastorakos. Nays – None. The motion was declared passed and the successful resolution became Chesterfield Resolution No. 495.

Bill No. 3487 Provides for the approval of a Record Plat and escrow agreements for Legends at Schoettler Pointe Subdivision, a 9.0-acre tract of land zoned “PUD” Planned Unit Development District located on the south side of outer 40 road and east side of Schoettler Road **(First & Second Reading) Planning Commission recommends approval**

Bill No. 3488 Provides for the approval of a Boundary Adjustment Plat for Lot 302 and Lot 303 located on Chermore Court in the Scarborough West subdivision (20R240388, 20R240379) **(First & Second Reading) Department of Planning recommends approval**

Councilmember Mastorakos made a motion, seconded by Councilmember Moore, for the first and second readings of Bill Nos. 3487 and 3488. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill Nos. 3487 and 3488 were read for the first and second time.

A roll call vote was taken for the passage and approval of Bill No. 3487 with the following results: Ayes – McGuinness, Hurt, Budoor, Monachella, Mastorakos, Hansen, Wahl and Moore. Nays – None. Whereupon Mayor Nation declared Bill No. 3487 approved, passed it and it became **ORDINANCE NO. 3276**.

A roll call vote was taken for the passage and approval of Bill No. 3488 with the following results: Ayes – Mastorakos, McGuinness, Budoor, Wahl, Moore, Hansen, Hurt and Monachella. Nays – None. Whereupon Mayor Nation declared Bill No. 3488 approved, passed it and it became **ORDINANCE NO. 3277**.

Bill No. 3426 Approves a Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, for that portion of the redevelopment area designated as RPA 1-A under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; adopting tax increment financing within RPA 1-A; making findings with respect thereto; establishing a special allocation fund with respect to RPA 1-A; authorizing certain actions by city officials and officers; and containing a severability clause **(Second Reading) City Administrator recommends postponement until the first meeting in February of 2025**

Bill No. 3427 Approves a Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, for that

portion of the redevelopment area designated as RPA 1-B under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; adopting tax increment financing within RPA 1-B; making findings with respect thereto; establishing a special allocation fund with respect to RPA 1-B; authorizing certain actions by city officials and officers; and containing a severability clause **(Second Reading)**
City Administrator recommends postponement until the first meeting in February of 2025

Bill No. 3428

Approves a Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, for that portion of the redevelopment area designated as RPA 1-C under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; adopting tax increment financing within RPA 1-C; making findings with respect thereto; establishing a special allocation fund with respect to RPA 1-C; authorizing certain actions by city officials and officers; and containing a severability clause **(Second Reading)**
City Administrator recommends postponement until the first meeting in February of 2025

Bill No. 3429

Approves a Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, for that portion of the Redevelopment Area designated as RPA 1-D under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; adopting tax increment financing within RPA 1-D; making findings with respect thereto; establishing a special allocation fund with respect to RPA 1-D; authorizing certain actions by city officials and officers; and containing a severability clause **(Second Reading)**
City Administrator recommends postponement until the first meeting in February of 2025

Bill No. 3430

Approves a Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, for that portion of the Redevelopment Area designated as RPA 3 under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; adopting tax increment financing within RPA 3; making findings with respect thereto; establishing a special allocation fund with respect to RPA 3; authorizing certain actions by city officials and officers; and containing a severability clause **(Second Reading)**
City Administrator recommends postponement until the first meeting in February of 2025

Councilmember Hansen made a motion, seconded by Councilmember Moore, to postpone Bill Nos. 3426, 3427, 3428, 3429 and 3430 until the first scheduled meeting in February, 2025. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Bill No. 3489 Authorizes the City of Chesterfield, Missouri to initiate condemnation proceedings to terminate a lease; and authorizes certain city officials and officers to execute all instruments necessary to carry out the intent of this Ordinance **(First Reading)**

Bill No. 3490 Authorizes the City of Chesterfield, Missouri to initiate condemnation proceedings to acquire property; and authorizes certain city officials and officers to execute all instruments necessary to carry out the intent of this Ordinance **(First Reading)**

Bill No. 3491 Authorizes the City of Chesterfield, Missouri to initiate condemnation proceedings to terminate that amended and restated easement, restriction and operating agreement, as amended, and further supplemented by the Chesterfield Mall supplemental agreement; and authorizes certain city officials and officers to execute all instruments necessary to carry out the intent of this ordinance **(First Reading)**

Bill No. 3492 Authorizes and approves a redevelopment agreement by and between the City and TSG Downtown Chesterfield Redevelopment, LLC in connection with the redevelopment of that portion of the redevelopment area designated as RPA-1 under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; Authorizing certain actions by city officials and officers; and containing a severability clause **(First Reading)**

Councilmember Monachella made a motion, seconded by Councilmember Moore, for the first reading of Bill Nos. 3489, 3490, 3491 and 3492. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill Nos. 3489, 3490, 3491 and 3492 were read for the first time.

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 7:47 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

- A. Proposed Bill No. 3493 - Yield Control – Big Timber and Mill Spring:** An ordinance amending Title III, Schedule VI of the Chesterfield Municipal Code by adding yield signs on Mill Spring at Big Timber Lane. **(First Reading) Planning and Public Works Committee recommends approval.**

- B. Proposed Bill No. 3494 - Traffic Generation Assessment (TGA) Trust Fund Rate Schedule:** An ordinance amending the traffic generation assessment (“TGA”) Trust Fund Rate Schedule of the City of Chesterfield, Missouri. **(First Reading) Planning and Public Works Committee recommends approval.**

NEXT MEETING

The next meeting of the Planning and Public Works Committee is scheduled for Thursday, February 22nd, 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, Director of Planning *JW*
James Eckrich, Director of Public Works/City Engineer *JE*

SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, February 8, 2024



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, February 8, 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: Jim Eckrich, Director of Public Works/City Engineer; Justin Wyse, Director of Planning; Councilmember Gary Budoor; Councilmember Aaron Wahl, and Theresa Barnicle, Recording Secretary.

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

I. APPROVAL OF MEETING SUMMARY

A. Approval of the January 18, 2024 Committee Meeting Summary

Councilmember Mastorakos made a motion to approve the Meeting Summary of January 18, 2024. The motion was seconded by Councilmember Monachella and **passed by a voice vote of 4-0.**

II. UNFINISHED BUSINESS

III. NEW BUSINESS

- A. **Ladue Farm Bridge Design**: A request for approval for issuance of a Request for Qualifications (RFQ) for design services to reconstruct the Ladue Farm Bridge. If approved a contract and request for Budget Amendment will be submitted to City Council at a later date. (Ward 1).

STAFF PRESENTATION

Public Works Director/City Engineer Jim Eckrich, appealed to the Committee to approve a Request for Qualifications (RFQ) for the bridge that leads from 141 to Ladue Farms subdivision, known as the Ladue Farm Bridge. Mr. Eckrich stated that the bridge was nearing 50 years old. Missouri Department of Transportation (MODOT) does biennial inspections on each bridge, and recently moved it from a five to a four rating on a 10-point scale. He advised the importance of the four rating, because once it is rated a four, it virtually assures it will be eligible for grant funding to replace. And with the changes in the grant approval process, it's now to develop a design

before submitting for a grant, as there is a more likely chance that the grant submittal will be successful. If the issuance of the RFQ is approved, the City would issue an RFQ for design services, then select a consultant, and finally bring a design contract to the City Council. A budget amendment from Capital Projects Fund – Fund Reserves will be required to fund this expenditure. Mr. Eckrich stated that there is ample money in the Capital Project Fund – Fund Reserves to fund this project.

Councilmember Hurt asked which phases of the project the grant would cover. Mr. Eckrich stated that the grant would cover a portion of the costs of right of way and construction. The City will need to fund the cost of the design, which is estimated at \$180,000.

Motion

Councilmember Monachella made a motion to approve the issuance of an RFQ for the Ladue Farm Bridge Design. The motion was seconded by Councilmember Hurt and **passed by a voice vote of 4-0.**

This item will not move forward to City Council at this time. It will be considered by City Council after a contract and scope/fee is negotiated with the chosen consultant.

- B. City of Chesterfield Bikeable-Walkable Community Plan:** Staff will be issuing a Request for Qualifications (RFQ) for professional services to select a consultant to develop a new Bikeable Walkable Plan for the City. Request for comments from members of the Planning and Public Works Committee prior to issuance of the RFQ.

STAFF PRESENTATION

Public Works Director/City Engineer Jim Eckrich, stated the funding for a new bikeable walkable plan is in the 2024 Budget. Normally, the issuance of an RFQ for a budgeted item would not be sent to PPW Committee. However, because this is a unique project with public involvement, he wanted to present this matter to the PPW Committee to incorporate any of their comments and concerns. With regards to the existing plan from 2010, it may have been sufficient for its time, but is now largely outdated and in need of a substantial revision. As this is a discussion item only, no motion is required.

DISCUSSION

Mr. Eckrich states that the existing Plan is very voluminous and concentrated too much on State and County roads, over which the City has no control. He hopes the new Plan will have a prioritized, limited number of projects with estimates that the City can use to move forward.

Councilmember Hansen raised the point of the City having many different Plans, including this one as well as a Parks Plan and a Comprehensive Plan, and that they all need to be coherent with each other to avoid confusion and inconsistency.

Councilmember Hurt stated that many of the drawings / maps in the existing Plan are useful and have been a tool the City has used to move development forward. He stated he understands what Mr. Eckrich is saying but he believes similar maps need to be incorporated into the new Plan.

Councilmember Monachella expressed concern that there are limited facilities in Ward 1. She agrees with Councilmember Mastorakos that subdivision connectivity should be part of the Plan.

Overall, the consensus was that the consultant hired to improve the plan should be in contact with the public and Councilmembers from each ward to get their feedback on what they want to prioritize. The Plan should also be revisited more frequently in the future to align with the City's short-term goals and its long-term goals.

No action was taken. An RFQ will be issued, a consultant chosen, a scope / fee negotiated, and a contract submitted to City Council at a later date.

- C. **Yield Control – Big Timber and Mill Spring Drive**: The Chesterfield Trails Homeowners Association has requested the installation of Yield signs at the intersection of Big Timber and Mill Spring Drive. (Ward 3).

STAFF PRESENTATION

The presentation, made by Public Works Director/City Engineer Jim Eckrich, was in response to a petition from residents in the Chesterfield Trails subdivision. Residents state that it is currently unclear which street is primary and secondary between Big Timber Lane and Mill Spring Drive. Mr. Eckrich reviewed the request and agreed that a yield sign would be appropriate to clarify that Big Timber is the primary street. This would necessitate yield signs being installed on both sides of Mill Spring Drive.

DISCUSSION

General discussion followed regarding yield signs versus stop signs in various neighborhoods. Mr. Eckrich stated that these specific signs are different and detailed within City Code. Councilmember Monachella had specific concerns about signs in her subdivision which she will relay to Mr. Eckrich at a later date.

Motion

Councilmember Hurt made a motion to forward Yield Control – Big Timber and Mill Spring Drive to City Council with a recommendation to approve. The motion was seconded by Councilmember Mastorakos and **passed by a voice vote of 4-0.**

[Please see the attached report prepared by Jim Eckrich, Director of Public Works/City Engineer, for additional information on Yield Control – Big Timber and Mill Spring Drive.]

- D. **Traffic Generation Assessment (TGA) Trust Fund Rate Schedule**: An ordinance establishing an annual rate schedule for the five Traffic Generation Assessment (TGA) trust funds in the City of Chesterfield, Missouri.

STAFF PRESENTATION

Justin Wyse, Director of Planning, explained this schedule was something that needed to be approved annually to update rates. It is based off of the construction cost index in the Engineering News Record (ENR). This year construction costs have decreased slightly - less than a quarter of a percent - so this year's prices are virtually identical to last year's.

Motion

Councilmember Monachella made a motion to approve the Traffic Generation Assessment (TGA) Trust Fund Rate Schedule. The motion was seconded by Councilmember Hansen and **passed by a voice vote of 4-0.**

IV. OTHER

V. ADJOURNMENT

The meeting adjourned at 6:27 p.m.

Memorandum

Department of Public Works



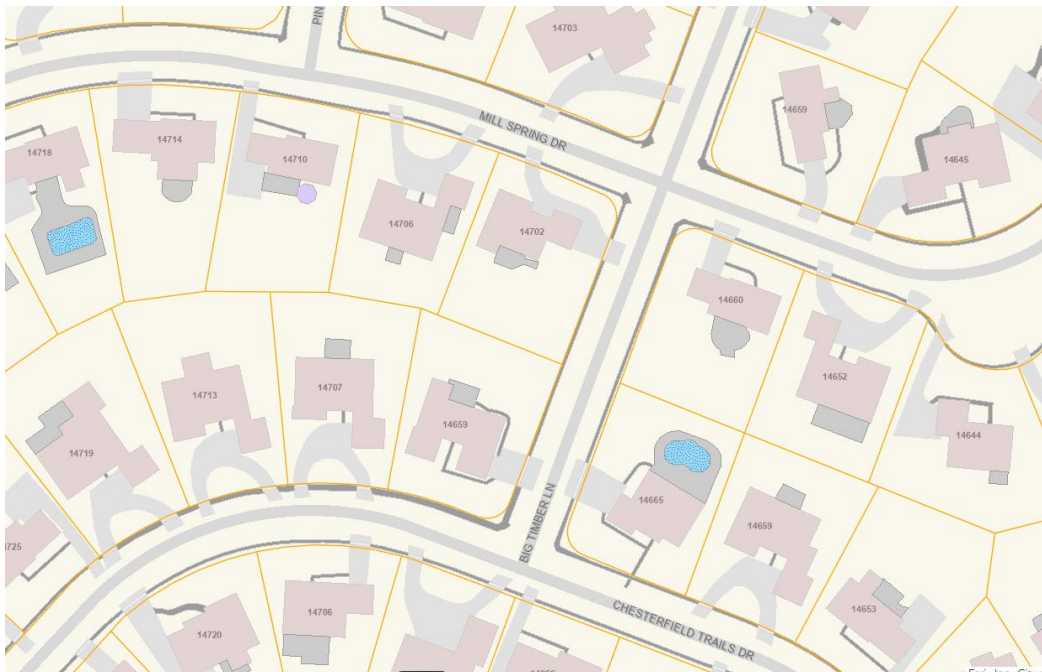
TO: Michael O. Geisel, P.E.
City Administrator

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

DATE: January 29, 2024

RE: Yield Control – Big Timber and Mill Spring

The Chesterfield Trails Homeowners Association has requested the installation of Yield Signs at the intersection of Big Timber and Mill Spring. This intersection is currently unsigned, and the residents indicate that it is not absolutely clear to all drivers which is the primary street. After reviewing the matter, including a site visit, I agree with their assessment and concur that the installation of Yield signs would be appropriate in accordance with the rules of the Manual of Uniform Traffic Control Devices (MUTCD). The Subdivision has provided the required petition (attached) signed by all four properties at the intersection. Accordingly, this request meets the requirements of Public Works Policy 15.



The primary street that should have an unrestricted through movement is Big Timber Lane. If the recommended action is approved Yield signs would be installed on both sides of Mill Springs at Big Timber.

Should you have questions or require additional information, please contact me.

Action Recommended

This matter should be forwarded to the Planning and Public Works Committee. Should PPW concur with Staff's recommendation, it should recommend approval of the attached ordinance to the full City Council.

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

 2024-2-1

Chesterfield trails new street signage (adding Yield signs) Petition

Date: January 29, 2024

The Trustees of Chesterfield Trails would like to add two Yield signs to the intersection of Big Timber and Mill Spring Drive. In order to request that the City of Chesterfield approve the two signs, we the residents with property adjacent to this intersection approve the request for the addition of the Yield signs.

Name

address

Mary Meris

14660 Mill Spring Ct.

John Wign

14659 Mill Spring Ct.

Bob Cichowicz

14703 Mill Spring Dr.

Thomas Margenau

14702 Mill Spring Dr.

Chesterfield Trails Drive Trustee

Nick Litzsinger, Chairperson
314-605-7332

BILL NO. 3493

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE III, SCHEDULE VI OF THE CHESTERFIELD MUNICIPAL CODE BY ADDING YIELD SIGNS ON MILL SPRING AT BIG TIMBER LANE.

WHEREAS, the City of Chesterfield has received a request from the Chesterfield Trails Homeowners Association to install yield signs at the intersection of Big Timber and Mill Spring; and,

WHEREAS, the Chesterfield Trails Homeowners Association has obtained approval of all four properties at this intersection; and

WHEREAS, the City Engineer has reviewed the request and found the request to be in conformance with the regulations contained within the Manual of Uniform Traffic Control Devices; and,

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the installation of yield signs on both sides of Mill Spring at Big Timber Lane;

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

Section 1. Title III, Schedule VI of the Chesterfield Municipal Code as it relates to Yield Signs is hereby amended by adding the following:

Intersection

Traffic on Highway, Road, Street or Alley
Listed below shall Yield

Big Timber Lane and
Mill Spring Drive / Court

Mill Spring Drive (eastbound)
Mill Spring Court (westbound)

Section 2. 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:

Memorandum

Department of Planning

TO: Michael O. Geisel, City Administrator
FROM: Justin Wyse, Director of Planning **JW**
DATE: February 20th, 2024



RE: Traffic Generation Assessment (TGA) Trust Fund Rate Schedule:
An ordinance establishing an annual rate schedule for the five Traffic Generation Assessment (TGA) trust funds in the City of Chesterfield, Missouri.

Summary

The City of Chesterfield utilizes Traffic Generation Assessment (TGA) trust funds. The traffic generation assessment is calculated by a dollar amount per measurable unit, typically per parking/loading space. The number of parking/loading spaces is determined by the City of Chesterfield Unified Development Code (UDC).

Traffic generation assessment rates are assessed annually to account for changes in construction costs. The City of Chesterfield uses the percent change for the construction cost index for the St. Louis area, from December of a given year to December of the following year, as published in the Engineering News Record, to determine the rate of increase, decrease, or no change. The proposed ordinance updates the previously defined rate schedules based on the decrease in costs the area has seen over the past year.

This item was reviewed by Planning and Public Works Committee on February 8th, 2024 and a motion to recommend approval was made. The motion passed by a vote of 4-0.

Attachments:

- 1) TGA Trust Fund Ordinance

BILL NO. 3494

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE TRAFFIC GENERATION ASSESSMENT ("TGA") TRUST FUND RATE SCHEDULE OF THE CITY OF CHESTERFIELD, MISSOURI.

WHEREAS, the City has defined five (5) Traffic Generation Assessment Trust Fund Areas throughout the City as established by City ordinance; and,

WHEREAS, five (5) trust accounts are known as, "TGA Trust Fund Area A", "TGA Trust Fund Area B", "TGA Trust Fund Area C", "TGA Trust Fund Area D", and "TGA Trust Fund Area E", and are held by the City's Director of Finance (the "Trustee"); and,

WHEREAS, the traffic generation assessment is calculated by a dollar amount per measurable unit, typically per parking/loading space. The number of parking/loading spaces is determined by the City of Chesterfield Unified Development Code (UDC); and,

WHEREAS, in order to maintain uniformity and equity from development to development, the traffic generation assessment rates are established by the City of Chesterfield.

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

Section 1. The City of Chesterfield hereby adopts an annual rate schedule for the five Traffic Generation Assessment (TGA) trust funds in the City of Chesterfield, Missouri.

Section 2. The traffic generation assessment is calculated by a dollar amount per measurable unit, typically per parking/loading space. The number of parking/loading spaces is determined by the City of Chesterfield Unified Development Code (UDC).

Section 3. On January 1 of each year, the traffic generation assessment rates are increased or decreased to account for changes in construction costs. The City of Chesterfield uses the percent change for the construction cost index for the St. Louis area, from December of a given year to December of the following

year, as published in the Engineering News Record, to determine the rate of increase, decrease, or no change.

Section 4. The rates per measurable unit are defined as follows:

FOR ZONINGS ON OR AFTER 8/1/2008

Land Use	As of 1/1/2024 Rate Per Measurable Unit
S.F. Dwelling	\$717.60/Parking Space
Apartment	\$574.08/Parking Space
Retirement Community	
Condominium	
General Office	\$877.00/Parking Space
Quality Restaurant	
Research Center	
Motel	\$1,754.17/Parking Space
Hotel	
General Retail	\$2,631.16/Parking Space
Medical Office	
Shopping Center	
Nursing Home	
High Turn-Over Sit-Down Restaurant	
Hospital	\$5,262.51/Parking Space
Bank	
Drive-In Fast-Food Restaurant	
Convenience Store	\$17,541.20/Parking Space
Gas Station	
Manufacturing	\$701.62/Parking Space
Warehouse	\$1,227.9/Parking Space
Recreational User	\$606.07/Parking Space
Mini-Warehouse	\$0.57/SF
Car Wash	\$87,735.48/AC
Loading Space	\$4,305.55/Loading Space

FOR ZONINGS PRIOR TO 8/1/2008

Land Use	As of 1/1/2024 Rate per Measurable Unit
Commercial	3.34/SF
Office	2.34/SF
Industrial	8,060.83/Acre

Section 5. Contributions to the Traffic Generation Assessment Trust Funds shall be made prior to the approval of the first Municipal Zoning Approval application in conjunction with the development that requires contribution.

Section 6. 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:

FIRST READING HELD: _____

Vickie, McGownd, CITY CLERK

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

- A. CVAC Naming Rights Discussion – Information only** – The Parks, Recreation and Arts Committee discussed the CVAC naming rights proposal and elected to abandon the conversation, leaving Council’s prior rejection of the proposal intact. **No action is required by Council at this time.**
- B. Aquatic Center Feasibility Study** - The Parks, Recreation and Arts Committee discussed the feasibility study and recommendations as completed by Waters Edge Aquatic Design. The PR&A Committee unanimously voted to recommend that staff be directed to proceed with development of a strategy to pursue replacement of the aquatic center, including design services and financing. The design component shall incorporate opportunities for public input as to the inclusion of facilities and components. **(Voice Vote required) Parks, Recreation and Arts Committee recommends approval.**
- C. Park Land Acquisition** – The Parks, Recreation and Arts Committee unanimously recommended acceptance of a 15-acre land donation immediately adjacent and west of Railroad Park in Chesterfield Valley and to authorize a budget adjustment of \$5,000 from the parks fund – fund reserve to fund an appraisal contracted by the current owner. The owner has offered to donate the property to the City if the City funds the cost of an appraisal. The property is covered by a conservation easement and was used as a wetland mitigation area for prior development. The use of the property is significantly restricted. **(Roll Call Vote required) Parks, Recreation and Arts Committee recommends approval.**
- D. Railroad Park – Information Only** - The Parks, Recreation and Arts Committee discussed the current use and logistical constraints for expansion of the use of Railroad Park, and the 2019 staff analysis of same. The Committee directed that Staff update the 2019 report based on current information and the inclusion of the additional 15-acre land acquisition. **No action required by Council at this time.**

NEXT MEETING

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

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

MEMORANDUM

TO: Mike Geisel, City Administrator

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

SUBJECT: Parks, Recreation & Arts Committee of Council Meeting Summary

DATE: Wednesday, February 7, 2024



A meeting of the Parks, Recreation & Arts (PRA) Committee of the Chesterfield City Council was held on Wednesday, February 7, 2024 in Conference Room 102/3.

In attendance were: **Chair Mary Monachella** (Ward I), **Councilmember Aaron Wahl** (Ward II), **Councilmember Dan Hurt** (Ward III) and **Councilmember Gary Budoor** (Ward IV).

Also in attendance were: Councilmember Merrell Hansen, Councilmember Michael Moore, Councilmember Mary Ann Mastorakos, Mayor Bob Nation, City Administrator Mike Geisel, Kyle McCawley (Waters Edge Aquatic Design), Dr. Alan Politte (PRA advisory committee member), Sally Polite, David Kinsey (Playbook+), Director of Parks, Recreation & Arts TW Dieckmann, Superintendent of Sports & Wellness Ethan Collier, Parks, Recreation & Arts Office Coordinator Ann-Marie Stagoski, Rob Kilo (PRA advisory committee member), and resident John Marino.

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

I. APPROVAL OF MEETING SUMMARY

A. Approval of the November 1, 2023 Committee Meeting Summary

Councilmember Hurt made a motion to approve the Meeting Summary of November 1, 2023. The motion was seconded by Councilmember Budoor, and passed by a voice vote of 3-0 (Councilmember Wahl not present at the time of the vote).

II. NEW BUSINESS

- A. Dr. Alan Politte discussed the possible development of Railroad Park including a name change to Family Park. Councilmembers and staff discussed the challenges of development and access including regulatory obstacles, water, sewer, parking and grading. Councilmember Hurt made a motion to pursue accepting the donation of 15.92 acres of land immediately west of Railroad Park with the cost not to exceed \$5,000 (for appraisal), and send to full council. The motion was seconded by Councilmember Wahl, and passed by a voice vote of 4-0. Councilmember Hurt also moved to update the 2019 Railroad Park bridge access feasibility study with the integration of the additional parcel on the west. The motion was seconded by Councilmember Budoor, and passed by a voice vote of 4-0.
- B. David Kinsey from Playbook+ presented the proposal from Perfect Game for the naming rights of the Chesterfield Valley Athletic Complex to First Community Athletic Complex at

Chesterfield Valley. Councilmember Wahl moved to offer a counter proposal with the name Chesterfield's First Community Athletic Complex, and renegotiate to a 3-year deal (vs 5-year) at the current value. There was no second. There was consensus on the committee not to accept this naming rights proposal. The committee concurred that City Council had authorized staff in the Perfect Game contract to review and approve naming rights or sponsorship proposals for all facilities that represent anything less than the entire CVAC complex.

- C. Kyle McCawley from Waters Edge Aquatic Design presented the findings from the Aquatic Feasibility Study. There was discussion on the future of aquatic center. Councilmember Hurt moved to direct staff to proceed to develop a plan and strategy to be presented to City Council for the complete replacement scenario of the aquatic facility, including a public input component during the design phase., Councilmember Monachella seconded the motion. Councilmember Wahl moved to amend the motion to add direction to staff to look into decommissioning of the current pool, and replacing it with a playground and splash pad. The motion died for lack of a second. The original motion passed with a voice vote of 4-0.

- D. Councilmember Wahl moved to accept the top 10 list for the Sculpture on the Move program as presented by the Parks, Recreation & Arts Citizen's Advisory Committee (PRACAC). The motion was seconded by Councilmember Monachella. The motion passed by a voice vote of 4-0. The art draft is February 13. Final selection will then go to City Council for approval. PRACAC will choose a location at their March meeting.

III. UNFINISHED BUSINESS

- A. none

IV. ADJOURNMENT

The meeting adjourned at 8:13 p.m.

The image features a central white shield-like shape with a curved bottom, set against a background of three vertical color bands: light blue on the left, dark blue at the bottom, and light pink on the right. The text is centered within the white shape.

**CHESTERFIELD
AQUATIC
CENTER**

2023

LOOK INSIDE

Staff

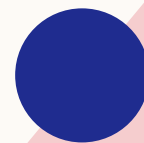
Attendance

Passes

Programs

Concessions

Facility



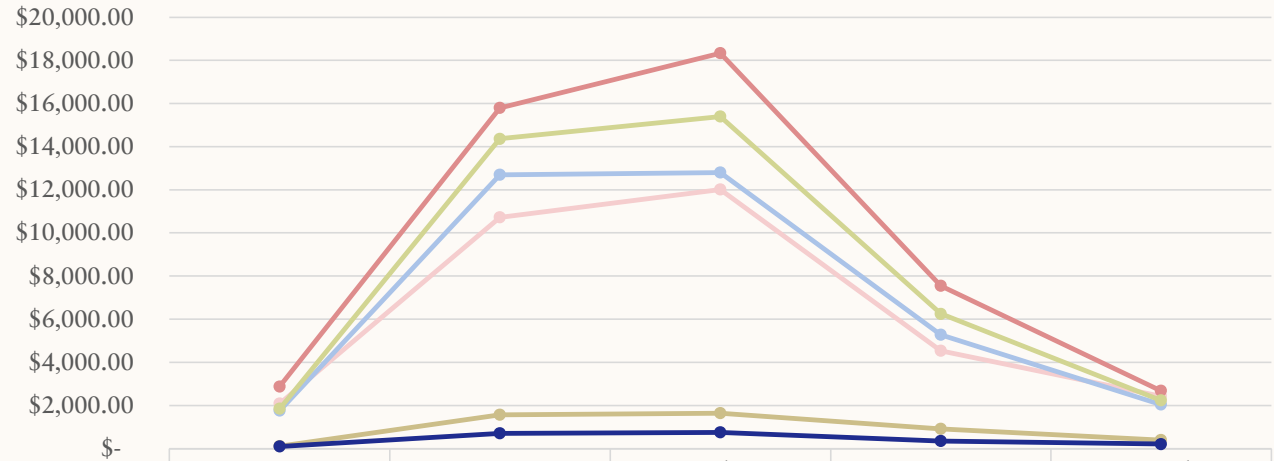
STAFF

Staffing Numbers:

- Lifeguards: 56 hired and certified
- Pool Managers: 2
- Headguards: 6
- Aquatic Aids: 25
- Recreation Intern: 1
- Swim/Dive Coaches: 6



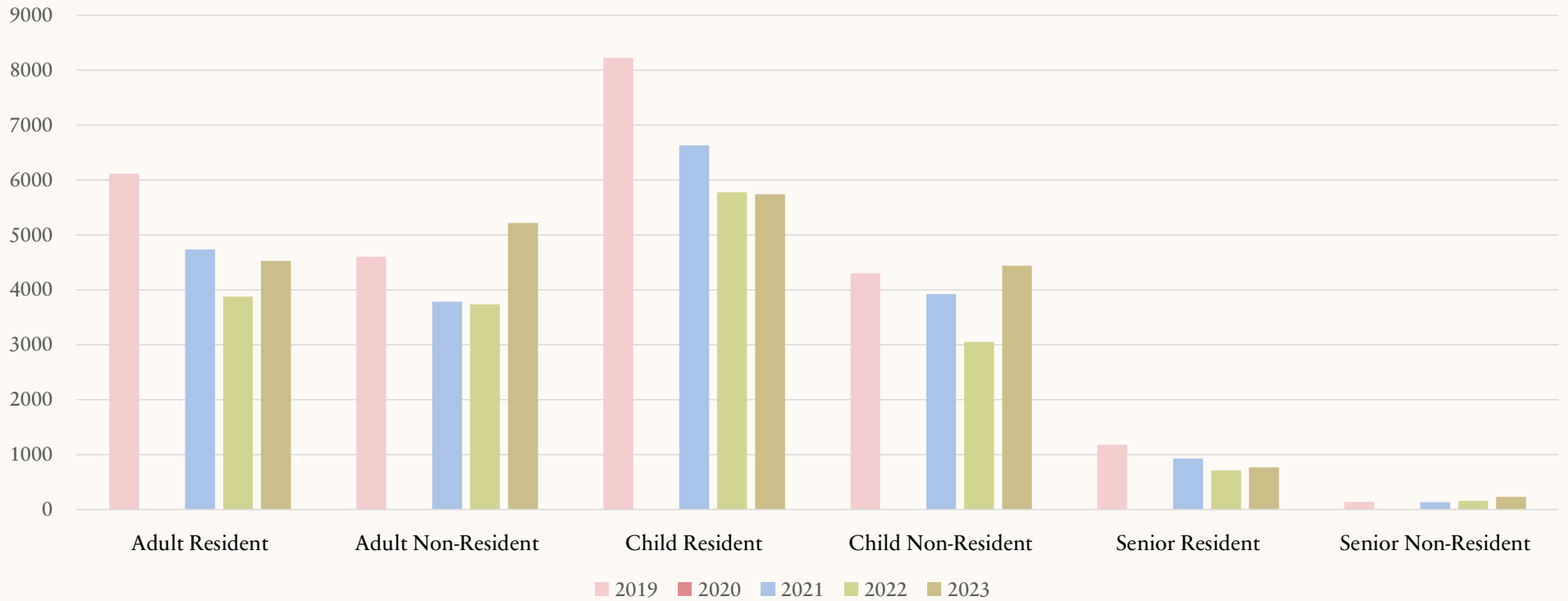
ATTENDANCE - 2023



	May	June	July	August	September
Adult Resident	\$2,086.00	\$10,717.00	\$12,019.00	\$4,531.00	\$2,422.00
Adult Non-Resident	\$2,880.00	\$15,795.00	\$18,333.00	\$7,544.00	\$2,673.00
Child Resident	\$1,758.00	\$12,696.00	\$12,798.00	\$5,276.00	\$2,046.00
Child Non Resident	\$1,845.00	\$14,364.00	\$15,399.00	\$6,248.00	\$2,232.00
Senior Resident	\$108.00	\$1,566.00	\$1,644.00	\$918.00	\$390.00
Senior Non Resident	\$99.00	\$702.00	\$747.00	\$351.00	\$207.00

● Adult Resident
 ● Adult Non-Resident
 ● Child Resident
● Child Non Resident
 ● Senior Resident
 ● Senior Non Resident

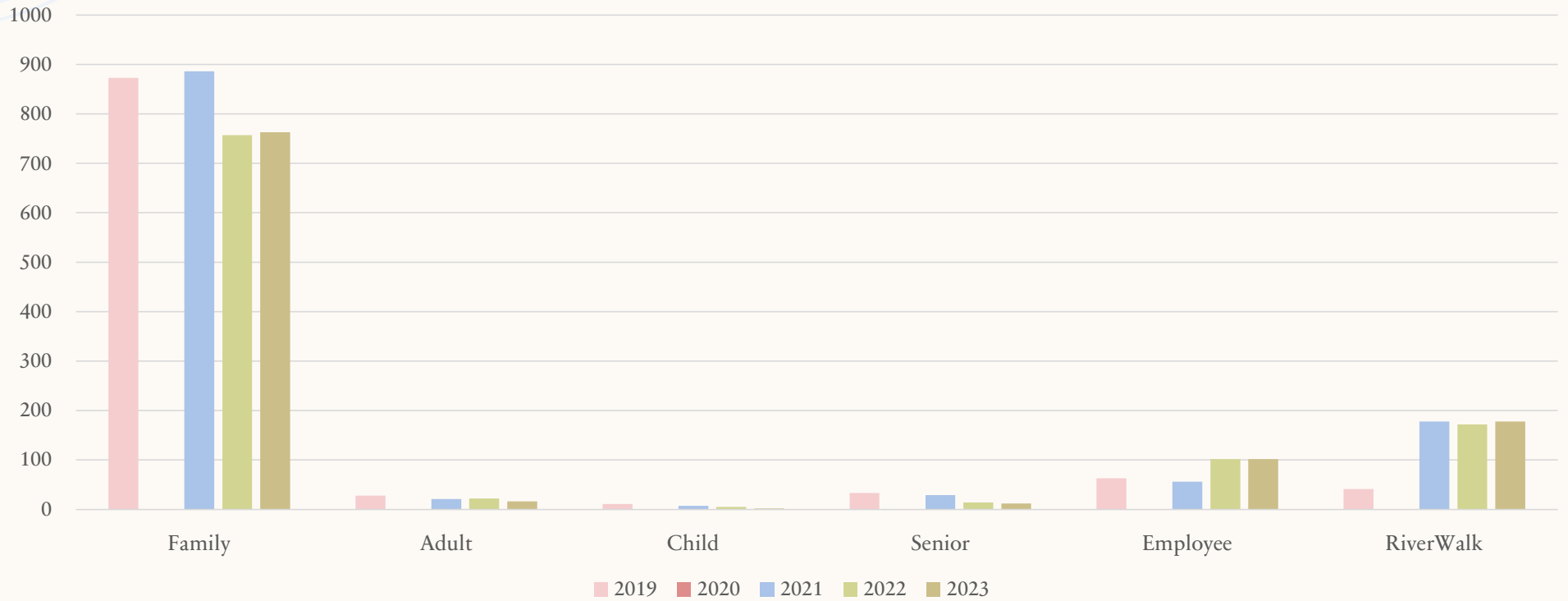
5 YEAR COMPARISON – ATTENDANCE



PASSES 2023 – CHART

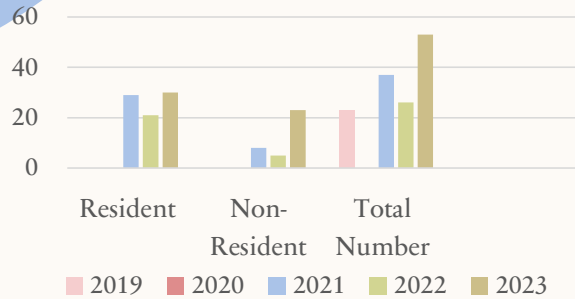
	Resident	Revenue	Non-Resident	Revenue	Total Pass Swipes
Family Season Pass	719	\$35,966	44	\$3,960	4,723
Adult Pass	14	\$1,360	2	\$320	139
Child Pass	0	\$0	2	\$290	9
Senior Pass	11	\$1,045	1	\$145	59
River Walk Season Pass	21	\$3,150	4	\$680	666
Employee	107	\$250	N/A	N/A	116
Senior Couple	6	\$495	2	\$200	0
Adult Couple	4	\$370	4	\$450	0
Adult/Child	6	\$444	2	\$210	0
Totals:	888	\$43,076	61	\$6,255	5,712

PASSES 5 YEAR TREND

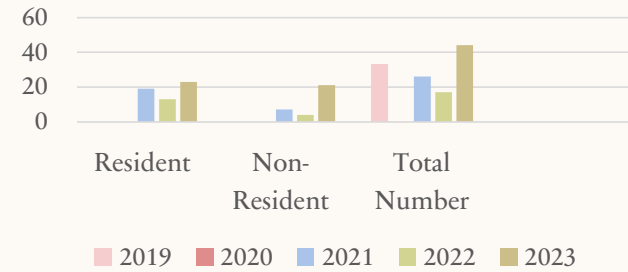


GROUPS SWIMS/B-DAY PARTIES

Group Swims



Birthday Parties



Total Group Swim Revenue:

2019: \$13,721
 2020: N/A
 2021: \$10,830
 2022: \$3,544.80
 2023: \$9,033.80

Total Birthday Party Revenue:

2019: \$6,447
 2020: N/A
 2021: \$4,680
 2022: \$3,629
 2023: \$8,505

PROGRAMS



CROC'S SWIM TEAM

Swimmers: 118
Divers: 16
Mini Crocs: 12



TOT TIME

Residents: 366
Non Residents: 582



SWIM LESSONS

Seahorse: 27
Starfish: 26
Guppy: 23



Y-KIKI PROGRAMS

Discover Snorkeling: 16
Discover Scuba: 12
Seal Team Camp: 6

PROGRAMS CONT.



YOUTH TRY/TRI

TRI: 113 participants
TRY: 28 participants



RIVER WALK

Passes Sold: 178
Daily Admission Sold: 1042



DIVE-IN MOVE

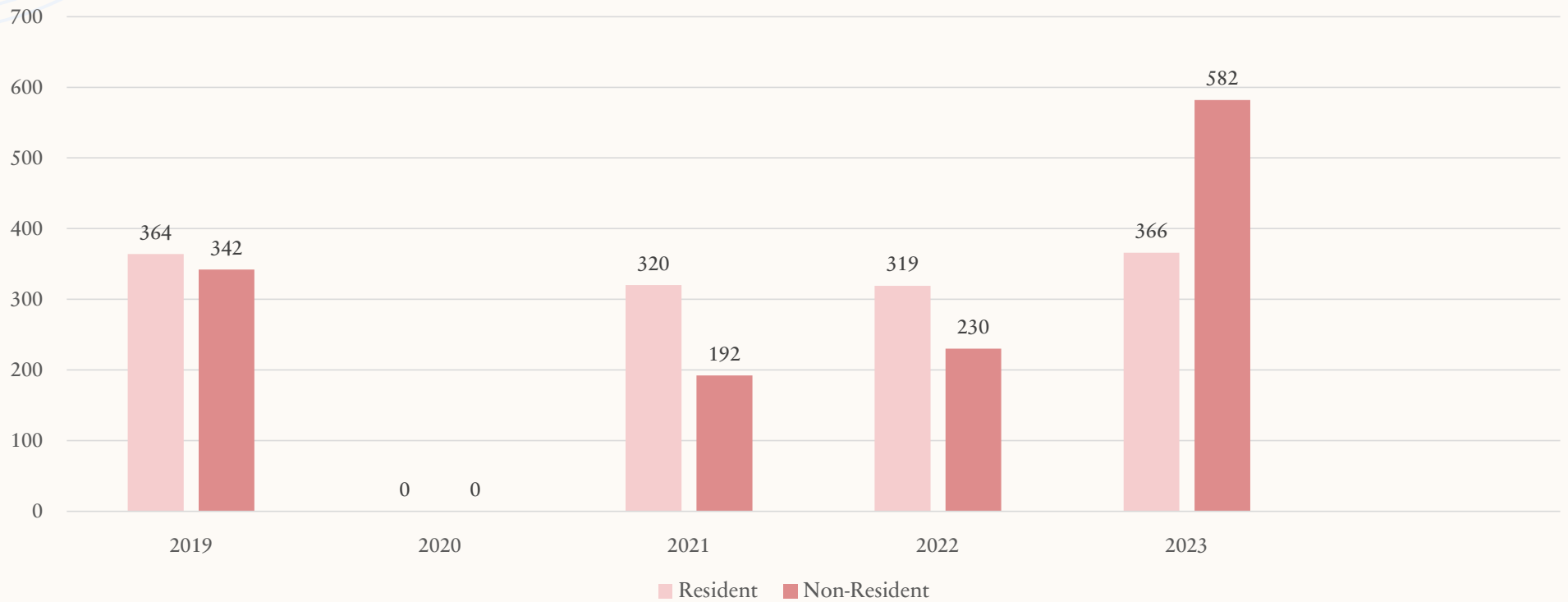
Participants: 175



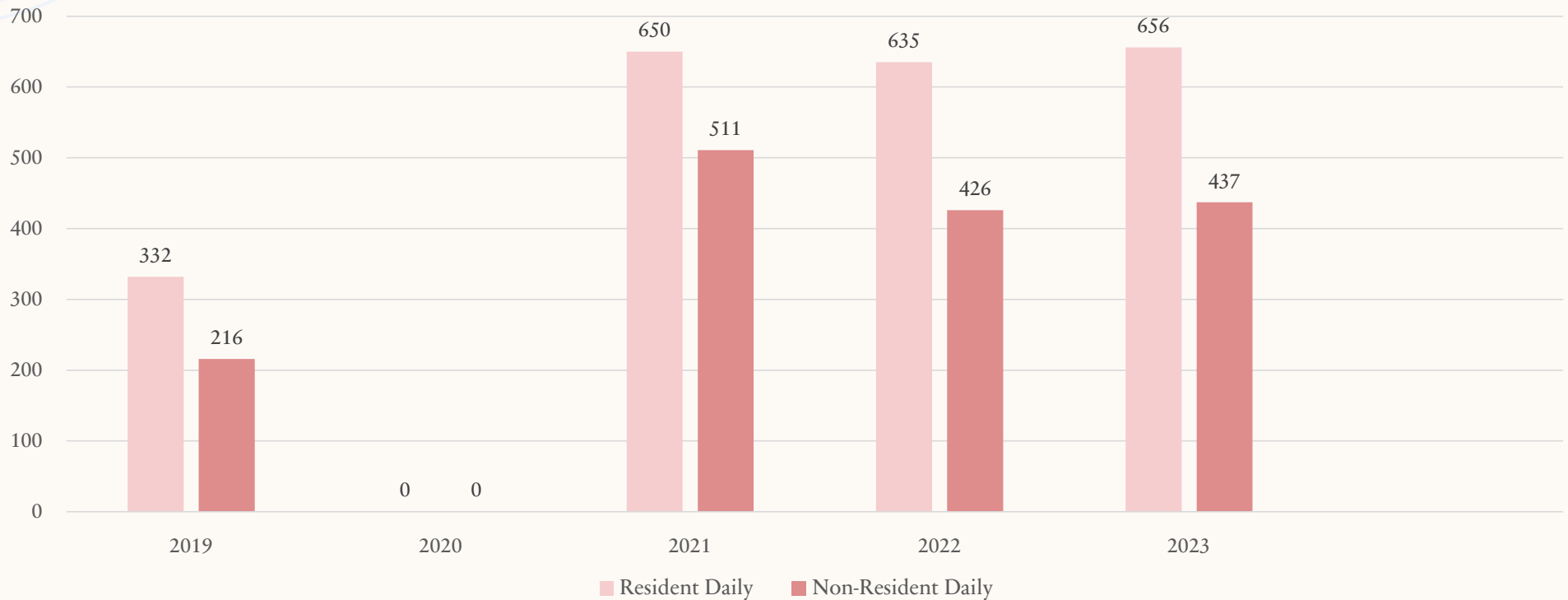
K-9 SPLASH

Dogs: 113
People: 178

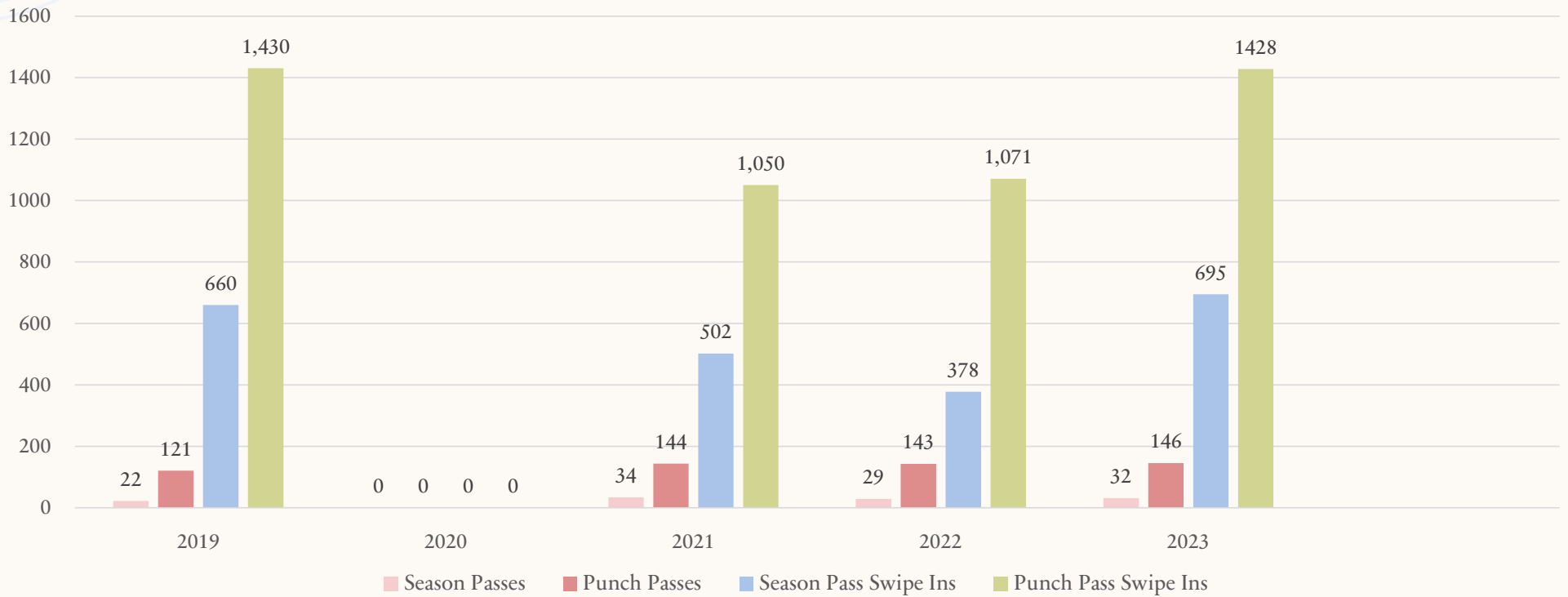
TOT TIME 5 YEAR TREND



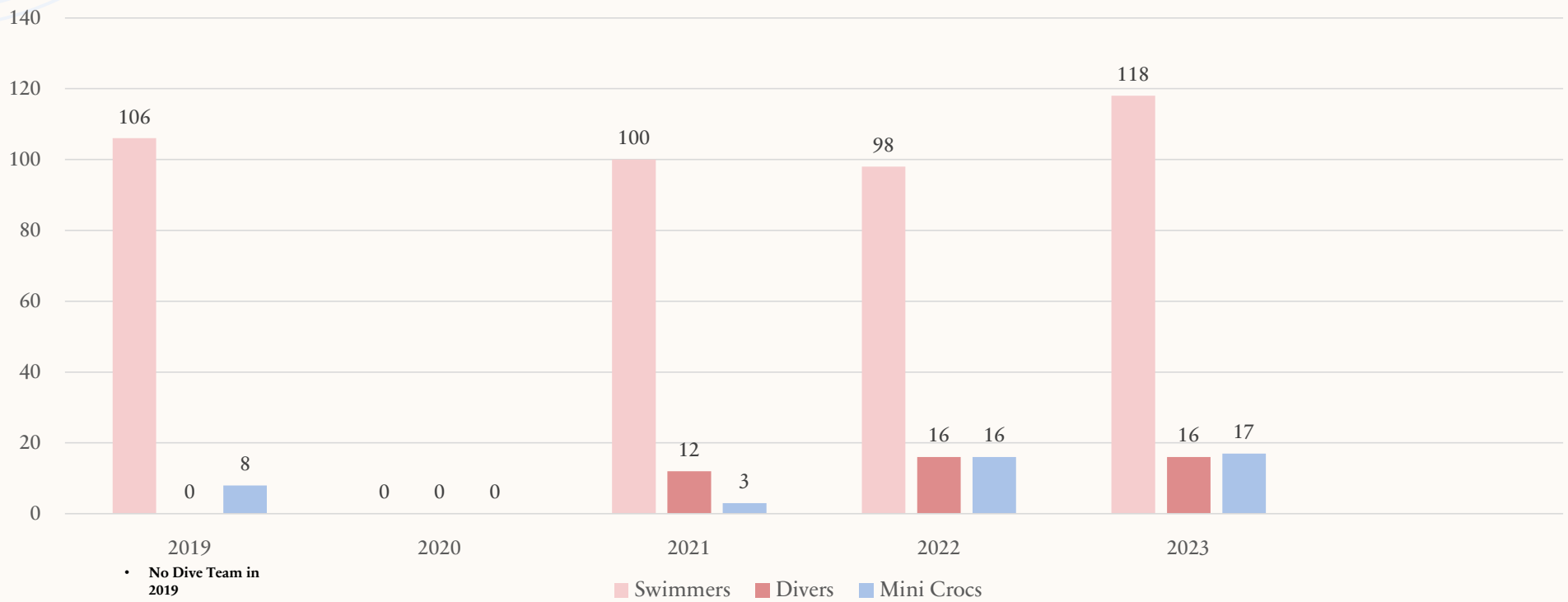
RIVER WALK 5 YEAR TREND- DAILY ADMISSIONS



RIVER WALK 5 YEAR TREND- PASSES



SWIM TEAM 5 YEAR TREND





TOTAL ATTENDANCE PRG / ADMISSIONS

15

RESIDENT DAILY: 11,029
NON RESIDENT DAILY: 9,893
SEASON PASS SWIPE-INS: 6,712
PROGRAM ATTENDANCE: 6,247 pd
PROGRAM TOTAL: 15,351
SUMMER CAMPERS/GROUP SWIM: 4,421
BIRTHDAY PARTY ATTENDANCE: 832

Total: 38,134

CONCESSIONS - REV



HOT FOODS

- Chicken Animals: \$1,612
- Chicken O's: \$4,892
- French Fries: \$5,714.50
- Funnel Fries: \$5,400
- Hot Dogs: \$4,504.50
- Nachos: \$2,751
- Pretzels: \$8190.50



COLD FOODS

- Chips: \$650.25
- Pirates Booty: \$107.25
- Goldfish: \$108.75
- Cookies: \$126
- Frozen Grapes: \$900



DRINKS

- Soda: \$6,001
- Water: \$2,276
- Gatorade: \$3562
- Kool Aid: \$1062.50



ICE CREAM

- Fat Boys: \$3,006
- Icees: \$3,095.50
- Freezer Pops: \$343



CANDY

- Snickers: \$286.50
- M&M's: \$495.75
- Skittles: \$458.75
- Reese's: \$210
- Airhead's: \$354.50

CONCESSIONS TOP SELLER GRAPH- 3 YEAR TREND

Chart Title



AREAS OF FOCUS 2024

Increase Awareness

Increase Birthday parties

- Add to the packages
- Additional times

Add Pergolas for rental during daily operations

Increase swim lessons

Water Aerobics

Additional Tot Time days

Look at other programming opportunities that are not during normal operations or peak usage.

Look at different user groups

Colleges

Neighboring Cities

Special Swim days for season pass holders

AREAS OF FOCUS 2024

REPAIRS

- Leaks in the 2 basins
- Find the leaks in the lines for each pool
- Install backwash line flow meter
- Concrete repairs in lazy river
- Play structure roof
- Enhance the Locker rooms



THANK YOU

TEAM

Mike Geisel

From: Scott Harding <SHarding@sciengineering.com>
Sent: Friday, January 19, 2024 10:49 AM
To: Mike Geisel
Subject: 190 Long Road, Chesterfield

Mike,

As we discussed, I am interested in donating the property at 190 Long Road in Chesterfield to the city. It is 15.92 acres and immediately west of the city's Railroad Park. I am only looking to have the cost of an appraisal and tax paperwork covered (approximately \$3200). If that is a reasonable cost to have covered by the city, I would be willing to move forward with the donation over the next month or so. Thank you for your time.

Scott Harding

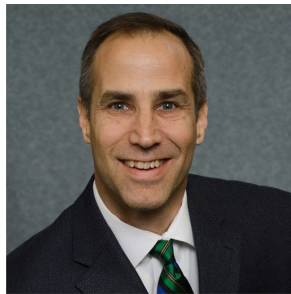
Scott Harding, CPSS/SC

President & CEO

[SCI Engineering Inc.](#)

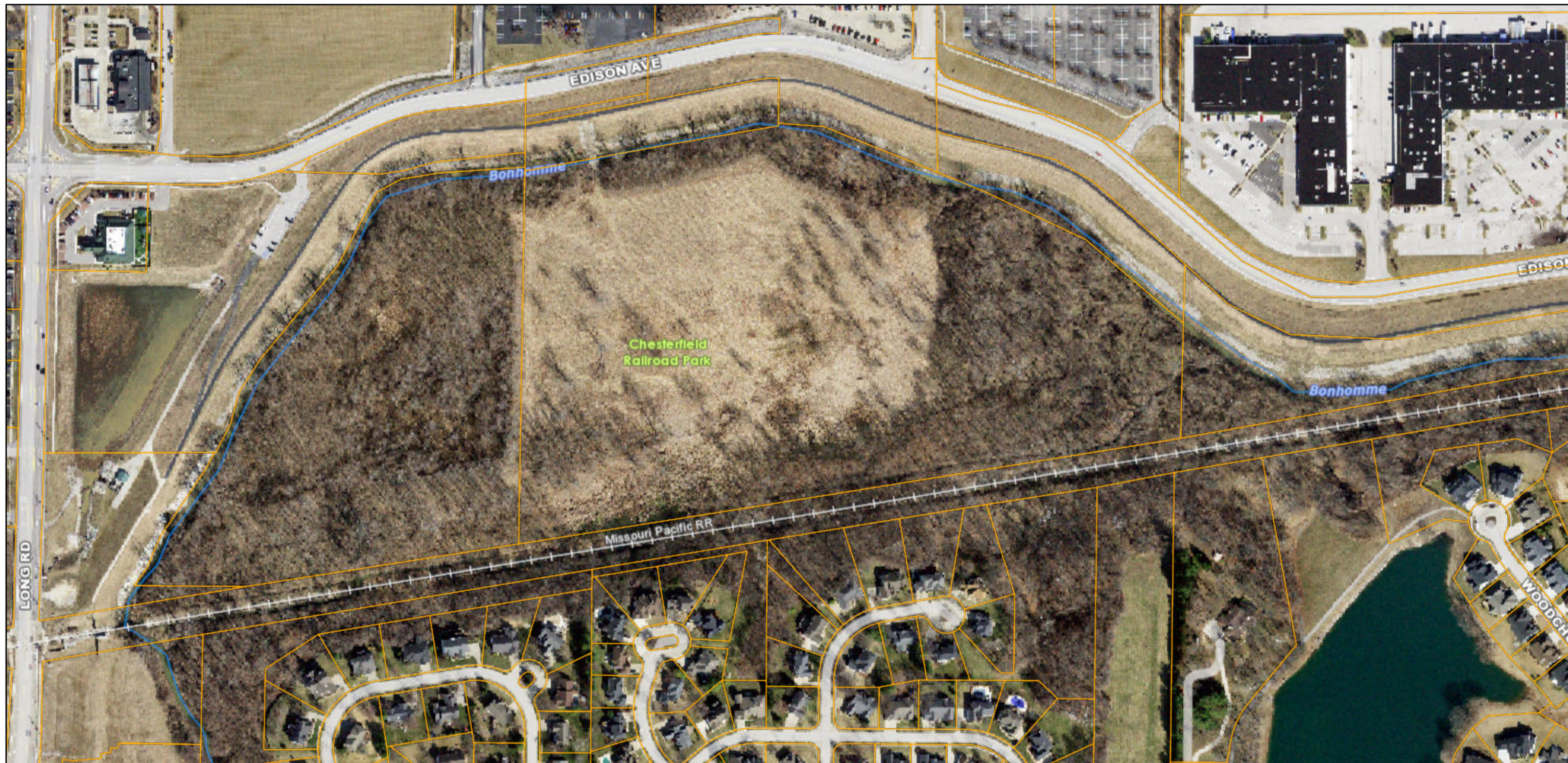
Office: (618) 206-3041

Mobile: (314) 581-3553



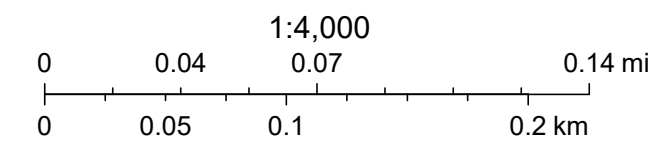
This electronic communication and its attachments may contain confidential information. They are forwarded to you without passing through our standard review process. Design data and recommendations included herein should not be used for final design. If you have received this information in error, please notify the sender immediately.

ArcGIS Web AppBuilder



2/7/2024, 3:06:15 PM

 Parcels

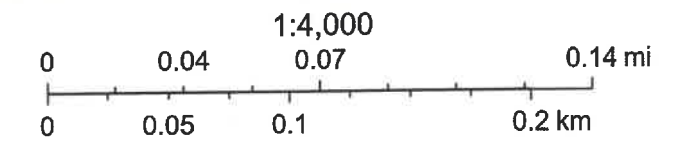


Esri, Inc., City of Chesterfield, Missouri



2/7/2024, 3:06:15 PM

Parcels



Esri, Inc., City of Chesterfield, Missouri

Scott:

As I recall, that property is entirely a wetlands mitigation site and has a conservation easement on it. It is immediately west of our Railroad Park property. I think the City may have an interest in accepting a donation of the property, insofar as it provides for contiguous access from the west, but we have no interest in expending any cash to acquire the property.

From: Human, David <David.Human@huschblackwell.com>
Sent: Monday, January 15, 2024 12:34 PM
To: Mike Geisel <mgeisel@chesterfield.mo.us>
Subject: Fwd: Monarch-Chesterfield Right of Entry

This is the ground immediately west of the railroad park. Does the City have any interest?

Sent from my iPad

Begin forwarded message:

From: Scott Harding <sharding@sciengineering.com>
Date: January 15, 2024 at 12:50:39 PM EST
To: "Human, David" <David.Human@huschblackwell.com>
Subject: FW: Monarch-Chesterfield Right of Entry

[EXTERNAL EMAIL]

David...Happy New Year.

I don't expect you to remember this transaction from over a decade ago, but we are now interested in selling/donating our property at 190 Long Road and thought the levee district might be interested. If so, would you be the person to talk to? Thanks for your attention.

Scott Harding, CPSS/SC

President & CEO

[SCI Engineering Inc.](http://www.sciengineering.com)

Office: (618) 206-3041

Mobile: (314) 581-3553



This electronic communication and its attachments may contain confidential information. They are forwarded to you without passing through our standard review process. Design data and recommendations included herein should not be used for final design. If you have received this information in error, please notify the sender immediately.

From: Scott Harding
Sent: Wednesday, August 7, 2013 2:28 PM

To: Meyer, Andrew <Andrew.Meyer@huschblackwell.com>
Cc: Human, David <David.Human@huschblackwell.com>; Bill Green <BGreen@sciengineering.com>;
Mark A. Harms <MHarms@sciengineering.com>
Subject: RE: Monarch-Chesterfield Right of Entry

See attached for a scanned copy of the signed form. We are happy to help the Levee District as well as the Corps of Engineers. As we understand from our conversation, we anticipate seeing a temporary construction easement document next. Have a good day.

Scott Harding

From: Meyer, Andrew [<mailto:Andrew.Meyer@huschblackwell.com>]
Sent: Wednesday, August 07, 2013 1:17 PM
To: Scott Harding
Cc: Human, David
Subject: Monarch-Chesterfield Right of Entry

Scott:

Please find attached a Right of Entry and a depiction of the easement area previously discussed with David Human. As you will see, the project, which will stabilize the creek bed near Pump Station 7, will need to utilize a narrow strip of the Western edge of Lower Missouri River LLC's property for temporary construction purposes. The attached document will permit the Corps' contractors to access this narrow strip.

Please have the attached Right of Entry signed by a representative of Lower Missouri River LLC and have a PDF copy sent back to me. We will send a temporary construction easement deed to your attention as soon as it is available. We appreciate the quick turnaround on this, as the Corps is trying to get this project out to bid as soon as possible.

If you have any questions, please contact David Human at (314) 480-1710 or me directly. Thank you.

Andrew R. Meyer
Attorney

HUSCH BLACKWELL LLP
190 Carondelet Plaza, Suite 600
St. Louis, MO 63105-3433
Direct: 314.480.1853
Fax: 314.480.1505
Andrew.Meyer@huschblackwell.com
huschblackwell.com
[View Bio](#) | [View VCard](#)

Effective July 15, 2013, Husch Blackwell is pleased to welcome the attorneys and staff of Texas-based Brown McCarroll, LLP to our firm.

To learn more about this exciting new combination and how our firm's expansion into Texas will benefit you, please visit www.huschblackwell.com.

Any tax advice contained in or attached to this message or email string is not intended or written to be used, and cannot be used to (i) avoid penalties that may be imposed on any taxpayer under the Internal Revenue Code or (ii) promote, market, or recommend to another any transaction addressed herein.

This electronic mail transmission and the information contained in it, or attached as a file to it, are intended for the exclusive use of the intended recipient(s). This email should be considered "unofficial communication" and does not necessarily reflect the official position of the City of Chesterfield. An

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember Mary Ann Mastorakos

Vice Chair: Councilmember Michael Moore

- A. Proposed Bill No. 3481 - Firearms Regulations** – An Ordinance of the City of Chesterfield amending sections 210.900 and 220.150 of the City municipal code related to firearms regulations. First Read on 11/20/2023 **(Second Reading) Public Health & Safety Committee recommends approval.**

NEXT MEETING

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

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

MINUTES

PUBLIC HEALTH & SAFETY COMMITTEE MEETING

February 12, 2024

1. Call to Order

The meeting was called to order at 5:00 PM by Chairperson Councilmember Mary Ann Mastorakos.

2. Roll Call

Councilmember Mary Ann Mastorakos, Ward II, Chairperson, Councilmember Barb McGuinness, Ward I, Councilmember Michael Moore, Ward III, Councilmember Merrell Hansen, Ward IV, Councilmember Gary Budoor Ward IV, Councilmember Mary Monachella Ward I, Councilmember Aaron Wahl Ward II, Councilmember Dan Hurt Ward III, and Mayor Bob Nation. Also, in attendance was City Administrator Mike Geisel, City Attorney Chris Graville, Nathan Bruns from Mr. Graville's office, and Chief Cheryl Funkhouser and several citizens.

3. Approval of Minutes

Councilmember Moore motioned and Councilmember Hansen seconded to approve the minutes of the November 7, 2023 Public Health & Safety Committee meeting. The motion to carried 4-0.

4. Proposed Ordinance amending sections 210.900 and 220.250 related to firearms regulation

The Committee discussed a proposed ordinance amending the current firearms ordinance in the City of Chesterfield.

City Attorney Graville informed the Committee members that recent changes in the State Statutes result in needed changes so that the current City Ordinances are compliant with State law.

As written, the City Ordinance currently does not allow for the open carrying of firearms, and currently places greater restrictions on concealed carry permit holders than what is allowed under State Law. Chesterfield Bill no. 3481 adds a number of exceptions to the City's open carry prohibitions, such that the list of exception exactly mirrors those identified by the state. The following individuals would still be allowed to openly carry firearms throughout the City, except in the 17 specifically identified location exceptions: Concealed carry permit holders, police officers, game wardens, coroners, National Guard, Judicial officers, process servers, prosecuting attorneys, corporate security, probation officers, firefighters and those engaged in self-defense.

The City is not banning concealed carry. Currently State Statutes generally only prohibit concealed carry of firearms into a select list of 17 locations including, but not limited to the following:

Police Stations
Polling places on election day
Correctional facilities
Courts
Government building
Bars
Schools
Child care facilities
Amusement parks, sports arenas and stadiums
Places of religious worship
Public transport
Private property where "No Weapons Allowed" signs are displayed

An individual already cannot carry a concealed firearm into these locations. The City Code needs to be updated to clarify that this restriction also applies to the open carrying of firearms in the same way that they are currently restricted for concealed carry.

Nathan Bruns added that the proposed amendments would close any loopholes in the conflict between State Statute and City Ordinances.

The Committee members discussed affects of the proposed ordinance on the City Parks, CVAC, and the amphitheater.

There was also discussion regarding leased private property. Nathan Bruns noted that private property owners can put up signage of "No Weapons Allowed".

Councilmember Moore motioned to send the portion of Bill No. 3481 dealing with section 210.900 to City Council with a recommendation of approval. Councilmember Mastorakos seconded.

Discussion among the Committee members centered upon regulation of those people who carry firearms without a concealed carry permit. A Committee member voiced concern that the proposed ordinance was too restrictive. City Administrator noted that the sections of Bill 3481 are inter-dependent and the first section addressing 210.900 could not be separated without modification. Bill 3481 can only move forward as single piece of legislation, not a piece-by-piece motion.

The motion failed: 2-2.

Councilmember Moore placed a new motion before the Committee. He motioned that Bill No. 3481 be forwarded to City Council with a recommendation to approve as currently proposed and provided in the committee packet. Councilmember Mastorakos seconded.

The motion carried 4-0, and will be forwarded to the full City Council for final consideration.

5. Bow Hunting Update

Chief Funkhouser reported that during the past bow hunting season, 67 properties and 5 common ground areas participated in the City's Bow Hunting Program. A total of 60 deer

were harvested during the season; she noted that warm weather was a factor in the lower number of deer harvested this season.

The Police Department will be doing a deer survey (February 21 and 22) to compare with previous deer surveys.

6. No new meeting date was set at this time.
7. Having no further business, Chairperson Mastorakos adjourned the meeting at 6:50 PM.

*Reviewed
Chief Galbraith
2/13/2024*

AN ORDINANCE OF THE CITY OF CHESTERFIELD AMENDING SECTIONS 210.900, 210.910, AND 220.150 OF THE CITY MUNICIPAL CODE RELATED TO FIREARMS REGULATIONS

WHEREAS, the State of Missouri has preempted the entire field of legislation touching in any way firearms to the exclusion of any order, ordinance or regulation by any political subdivision, including the City of Chesterfield; and

WHEREAS, RSMo 21.750 allows political subdivisions to pass ordinances which conform exactly with the provisions of RSMo 571.010 to 571.070; and

WHEREAS, RSMo 21.750 further allows the City to regulate the open carrying of firearms readily capable of lethal use or the discharge of firearms within the City, provided such ordinances comply with RSMo 252.243; and

WHEREAS, the City, having carefully studied the aforementioned statutes, desires to update its ordinances to reflect the current state of the law; and

WHEREAS, the City Council desires to amend the City's Code to protect the health, safety, and welfare of the residents of the City.

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

Section I: Section 210.900 of the City of Chesterfield Municipal Code shall be amended as set forth below, with language to be added underlined and language to be deleted ~~stricken~~:

Section 210.900 **Carrying Concealed Firearms Prohibited — Penalty For Violation.**

A. It shall be a violation of this Section, punishable as hereinafter provided, for any person to carry any concealed firearm or openly carried firearm into:

- 1.** Any Police, Sheriff or Highway Patrol office or station without the consent of the Chief Law Enforcement Officer in charge of that office or station. Possession of a firearm in a vehicle on the premises of the office or station shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises;

2. Within twenty-five (25) feet of any polling place on any election day. Possession of a firearm in a vehicle on the premises of the polling place shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises;
3. The facility of any adult or juvenile detention or correctional institution, prison or jail. Possession of a firearm in a vehicle on the premises of any adult, juvenile detention or correctional institution, prison or jail shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises;
4. Any courthouse solely occupied by the Circuit, Appellate or Supreme Court, or any courtrooms, administrative offices, libraries or other rooms of any such court whether or not such court solely occupies the building in question. This Subsection shall also include, but not be limited to, any juvenile, family, drug or other court offices, any room or office wherein any of the courts or offices listed in this Subsection are temporarily conducting any business within the jurisdiction of such courts or offices, and such other locations in such manner as may be specified by Supreme Court Rule pursuant to Subdivision (6) of Subsection (1) of Section 571.107, RSMo. Nothing in this Subsection shall preclude those persons listed in Subsection **(B)(1)** of Section **210.840** while within their jurisdiction and on duty, those persons listed in Subsections **(B)(2)**, (4) and (10) of Section **210.840**, or such other persons who serve in a law enforcement capacity for a court as may be specified by Supreme Court Rule pursuant to Subdivision (6) of Subsection (1) of Section 571.107, RSMo., from carrying a concealed firearm within any of the areas described in this Subsection. Possession of a firearm in a vehicle on the premises of any of the areas listed in this Subsection shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises;
5. Any meeting of the Chesterfield City Council, except that nothing in this Subsection shall preclude a member of the City Council holding a valid concealed carry permit or endorsement from carrying a

concealed firearm at a meeting of the City Council of which he/she is a member. Possession of a firearm in a vehicle on the premises shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises;

- 6.** Any building owned, leased or controlled by the City of Chesterfield identified by signs posted at the entrance to the building. This Subsection shall not apply to any building used for public housing by private persons, highways or rest areas, firing ranges, and private dwellings owned, leased, or controlled by the City of Chesterfield. Persons violating this Subsection may be denied entrance to the building, ordered to leave the building and, if employees of the City, be subjected to disciplinary measures for violation;
- 7.** Any establishment licensed to dispense intoxicating liquor for consumption on the premises, which portion is primarily devoted to that purpose, without the consent of the owner or manager. The provisions of this Subsection shall not apply to the licensee of said establishment. The provisions of this Subsection shall not apply to any bona fide restaurant open to the general public having dining facilities for not less than fifty (50) persons and that receives at least fifty-one percent (51%) of its gross annual income from the dining facilities by the sale of food. This Subsection does not prohibit the possession of a firearm in a vehicle on the premises of the establishment and shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises. Nothing in this Subsection authorizes any individual who has been issued a concealed carry permit or endorsement to possess any firearm while intoxicated;
- 8.** Any area of an airport to which access is controlled by the inspection of persons and property. Possession of a firearm in a vehicle on the premises of the airport shall not be a violation so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises;
- 9.** Any place where the carrying of a firearm is prohibited by Federal law;

- 10.** Any higher education institution or elementary or secondary school facility without the consent of the Governing Body of the higher education institution or a school official or the district school board, unless the person with the concealed carry endorsement or permit is a teacher or administrator of an elementary or secondary school who has been designated by his/her school district as a school protection officer and is carrying a firearm in a school within that district, in which case no consent is required. Possession of a firearm in a vehicle on the premises of any higher education institution or elementary or secondary school facility shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises;
- 11.** Any portion of a building used as a child care facility without the consent of the manager. Nothing in this Subsection shall prevent the operator of a child care facility in a family home from owning or possessing a firearm or a concealed carry permit or endorsement;
- 12.** Any riverboat gambling operation accessible by the public without the consent of the owner or manager pursuant to rules promulgated by the Gaming Commission. Possession of a firearm in a vehicle on the premises of a riverboat gambling operation shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises;
- 13.** Any gated area of an amusement park. Possession of a firearm in a vehicle on the premises of the amusement park shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises;
- 14.** Any church or other place of religious worship without the consent of the minister or person or persons representing the religious organization that exercises control over the place of religious worship. Possession of a firearm in a vehicle on the premises shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises;
- 15.** Any private property whose owner has posted the premises as being off-limits to concealed firearms by means of one (1) or more signs

displayed in a conspicuous place of a minimum size of eleven (11) inches by fourteen (14) inches with the writing thereon in letters of not less than one (1) inch. The owner, business or commercial lessee, manager of a private business enterprise, or any other organization, entity or person may prohibit persons holding a concealed carry permit or endorsement from carrying concealed firearms on the premises and may prohibit employees, not authorized by the employer, holding a concealed carry permit or endorsement from carrying concealed firearms on the property of the employer. If the building or the premises are open to the public, the employer of the business enterprise shall post signs on or about the premises if carrying a concealed firearm is prohibited. Possession of a firearm in a vehicle on the premises shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises. An employer may prohibit employees or other persons holding a concealed carry permit or endorsement from carrying a concealed firearm in vehicles owned by the employer;

16. Any sports arena or stadium with a seating capacity of five thousand (5,000) or more. Possession of a firearm in a vehicle on the premises shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises;
17. Any hospital accessible by the public. Possession of a firearm in a vehicle on the premises of a hospital shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.

B. Any person violating any of the provisions of Subsection **(A)** of this Section shall be punished as follows:

1. Carrying of a firearm in a location specified in subdivisions (1) to (17) of subsection A of this section by any individual who holds a concealed carry permit issued pursuant to sections 571.101 to 571.121, or a concealed carry endorsement issued prior to August 28, 2013, shall not be a criminal act but may subject the person to denial to the premises or removal from the premises. If such person refuses to leave the premises and a peace officer is summoned, such

person may be issued a citation for an amount not to exceed one hundred dollars for the first offense. If a second citation for a similar violation occurs within a six-month period, such person shall be fined an amount not to exceed two hundred dollars. If a third citation for a similar violation is issued within one year of the first citation, such person shall be fined an amount not to exceed five hundred dollars. Upon conviction of charges arising from a citation issued pursuant to this subsection, the court shall notify the sheriff of the county which issued the concealed carry permit, or, if the person is a holder of a concealed carry endorsement issued prior to August 28, 2013, the court shall notify the sheriff of the county which issued the certificate of qualification for a concealed carry endorsement and the department of revenue.

2. Carrying of a firearm in a location specified in subdivisions (1) to (17) of subsection A of this section by any individual who does not hold a concealed carry permit issued pursuant to sections 571.101 to 571.121, or a concealed carry endorsement issued prior to August 28, 2013, shall be punished by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment for a period not to exceed three (3) months, or by both such fine and imprisonment, as provided in Section **100.080** of this Code of Ordinances.

~~1. If the violator holds a concealed carry permit or endorsement issued pursuant to State law, the violator may be subject to denial to the premises or removal from the premises. If such person refuses to leave the premises and a Peace Officer is summoned, such person may be issued a citation for an amount not to exceed one hundred dollars (\$100.00) for the first offense. If a second citation for a similar violation occurs within a six-month period, such person shall be fined an amount not to exceed two hundred dollars (\$200.00). If a third citation for a similar violation is issued within one (1) year of the first citation, such person shall be fined an amount not to exceed five hundred dollars (\$500.00). Upon conviction of charges arising from a citation issued pursuant to this Section, the court shall notify the Sheriff of the County which issued the concealed carry permit, or, if the person is a holder of a concealed carry endorsement issued prior to August 28, 2013, the court shall notify the Sheriff of the County which issued the~~

~~certificate of qualification for a concealed carry permit or endorsement and the Department of Revenue.~~

~~2. If the violator does not hold a current valid concealed carry permit or endorsement issued pursuant to State law, upon conviction of a charge of violating this Section the defendant shall be punished as provided in Section **100.080** of this Code of Ordinances.~~

~~3. Employees of the City of Chesterfield may, in addition to any other punishment hereby, be subject to disciplinary action.~~

C. ~~It shall be a violation of this Section, punishable by a citation for an amount not to exceed thirty five dollars (\$35.00), for any person issued a concealed carry permit or endorsement pursuant to State law to fail to carry the concealed carry permit or endorsement at all times the person is carrying a concealed firearm, or to fail to display the concealed carry permit or endorsement upon the request of any Peace Officer. Any person issued a concealed carry permit pursuant to sections 571.101 to 571.121, or a concealed carry endorsement issued prior to August 28, 2013, shall carry the concealed carry permit or endorsement at all times the person is carrying a concealed firearm and shall display the concealed carry permit and a state or federal government-issued photo identification or the endorsement or permit upon the request of any peace officer. Failure to comply with this subsection shall not be a criminal offense but the concealed carry permit or endorsement holder may be issued a citation for an amount not to exceed thirty-five dollars.~~

Section II: Section 210.910 of the City of Chesterfield Municipal Code shall be amended as set forth below, with language to be added underlined and language to be deleted ~~stricken~~:

Section 210.910 **Open Display Of Firearm Permitted, When.**

A. Open carrying of a firearm shall be prohibited within the City limits except by:

1. Open carrying of a firearm, other than in those locations enumerated in Section 210.900, shall not be prohibited for any person with a valid concealed carry endorsement or permit, so long as such endorsement or permit is in said person's possession. Any

person open carrying a firearm shall display his or her concealed carry endorsement or permit upon demand of a law enforcement officer.

2. ~~any law enforcement officer~~ Any person who has a valid concealed carry endorsement issued prior to August 28, 2013, or a valid concealed carry permit who is lawfully carrying a firearm in a concealed manner, may briefly and openly display the firearm to the ordinary sight of another person, unless the firearm is intentionally displayed in an angry or threatening manner, not in necessary self-defense, and as permitted by RSMo 252.243.
3. All state, county and municipal peace officers who have completed the training required by the police officer standards and training commission pursuant to RSMo 17 590.030 to 590.050 and who possess the duty and power of arrest for violation of the general criminal laws of the state or for violation of ordinances of counties or municipalities of the state, whether such officers are on or off duty, and whether such officers are within or outside of the law enforcement agency's jurisdiction, or all qualified retired peace officers, as defined in RSMo 571.030.12, and who carry the identification defined in RSMo 571.030.13, or any person summoned by such officers to assist in making arrests or preserving the peace while actually engaged in assisting such officer;
4. Wardens, superintendents and keepers of prisons, penitentiaries, jails and other institutions for the detention of persons accused or convicted of crime;
5. Members of the armed forces or national guard while performing their official duty;
6. Those persons vested by article V, section 1 of the Constitution of Missouri with the judicial power of the state and those persons vested by article III of the Constitution of the United States with the judicial power of the United States, the members of the federal judiciary;
7. Any person whose bona fide duty is to execute process, civil or criminal;

- 8.** Any federal probation officer or federal flight deck officer as defined under the federal flight deck officer program, 49 U.S.C. Section 44921, regardless of whether such officers are on duty, or within the law enforcement agency's jurisdiction;
- 9.** Any state probation or parole officer, including supervisors and members of the board of probation and parole;
- 10.** Any corporate security advisor meeting the definition and fulfilling the requirements of the regulations established by the Missouri department of public safety under RSMo 590.750;
- 11.** Any coroner, deputy coroner, medical examiner, or assistant medical examiner;
- 12.** Any municipal or county prosecuting attorney or assistant prosecuting attorney; circuit attorney or assistant circuit attorney; municipal, associate, or circuit judge; or any person appointed by a court to be a special prosecutor who has completed the firearms safety training course required under RSMo 571.111.2;
- 13.** Any member of a fire department or fire protection district who is employed on a full time basis as a fire investigator and who has a valid Missouri concealed carry endorsement issued prior to August 28, 2013, or a valid concealed carry permit issued under RSMo 571.101 to 571.121, when such uses are reasonably associated with or are necessary to the fulfillment of such person's official duties; and
- 14.** Upon the written approval of the governing body of a fire department or fire protection district, any paid fire department or fire protection district member who is employed on a full-time basis and who has a valid Missouri concealed carry endorsement issued prior to August 28, 2013, or a valid concealed carry, when such uses are reasonably associated with or are necessary to the fulfillment of such person's official duties.
- 15.** Any persons who are engaged in a lawful act of defense pursuant to RSMo 563.031.

D. Any person who violates this section may be issued a citation for an amount not to exceed thirty-five dollars.

Section III: Section 220.150 of the City of Chesterfield Municipal Code shall be amended as set forth below, with language to be added underlined and language to be deleted ~~stricken~~:

Section 220.150 **Weapons Prohibited.**

No person shall carry or have in his/her possession any ~~firearm~~, air pistol, air rifle, bow and arrow or any other instrument capable of launching or firing any projectile or noxious substance, whether propelled by ~~gunpowder~~, gas, air, spring, or any other means, while within any park, facility, trail area, roadway, driveway, or other public place of the Department. This Section shall not apply to any Law Enforcement Officer authorized by law to carry a weapon within the parks, facilities and/or trail areas. Firearms, as defined by Section 210.830, shall be governed by 210.900 and 210.910.

Section IV: This ordinance shall be codified within the Municipal Code of the City of Chesterfield.

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

Passed and approved this ____ day of _____, 2023.

Presiding Officer

Bob Nation, Mayor

ATTEST:

Vickie McGownd

FIRST READING HELD:

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

A. Bid Recommendation – 2024 Concrete Slab Replacement Area A: Recommendation to accept the low bid submitted by M and H Concrete Contractors LLC and to authorize the City Administrator to enter into an agreement with M and H Concrete Contractors LLC for the 2024 Concrete Slab Replacement Area A, in an amount not to exceed \$2,000,000. This amount includes a contingency to allow for any unforeseen conditions and/or additional work as may be necessary to complete this project. This project is budgeted within Account 120-079-5490 of the Capital Projects Fund. **(Roll Call Vote) Department of Public Works recommends approval.**

B. Bid Recommendation – 2024 Concrete Slab Replacement Area B: Recommendation to accept the low bid submitted by Amcon Municipal Concrete LLC and to authorize the City Administrator to enter into an agreement with Amcon Municipal Concrete LLC for the 2024 Concrete Slab Replacement Area B, in an amount not to exceed \$1,800,000. This amount includes the low bid and an extra \$346,000 to allow for additional slab replacement work within budget. This project is budgeted within Account 120-079-5490 of the Capital Projects Fund. **(Roll Call Vote) Department of Public Works recommends approval.**

C. Bid Recommendation – Public Works Facility Mezzanine: Recommendation to accept the low bid submitted by Aspire Construction Services LLC and to authorize the City Administrator to enter into an agreement with Aspire Construction Services LLC, in an amount not to exceed \$436,000. This includes the low bid (\$396,000) and a ten percent contingency to account for changed orders with may become necessary. If approved, the City Staff will initiate an intra-fund budget transfer in the Capital Projects Fund to accommodate overage. Specifically, \$156,000 will be transferred from Account 120-079-5490 to Account 120-079-5470. No additional funding is required, and the overall allocation in the Capital Projects Fund will remain unchanged. **(Roll Call Vote) Department of Public Works recommends approval.**

D. Bid Recommendation – 2024 Sidewalk Replacement Project A:

1. Recommendation to accept the low bid submitted by Lift-Rite for sidewalk leveling and to authorize the City Administrator to enter into an agreement with Lift-Rite, in an amount not to exceed \$100,000. This project is budgeted within Account 120-079-5497 Capital Projects Fund.
2. Recommendation to accept the low bid submitted by Amcon Municipal Concrete for sidewalk replacement and to authorize the City Administrator to enter into an agreement with Amcon Municipal Concrete, in an amount not to exceed \$200,000. The project is budgeted within Account 120-079-5497 Capital Projects Fund.

E. Bid Recommendation – Street Tree Inventory: Recommendation to accept the low bid submitted by Davey Resource Group and to authorize the City Administrator to enter into an agreement with Davey Resource Group for a Street Tree Inventory, in an amount not to exceed \$75,000. This includes the low

Memorandum

Department of Public Works



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

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

DATE: February 9, 2024

RE: 2024 Concrete Slab Replacement Project A

The Department of Public Works publicly opened bids for the 2024 Concrete Slab Replacement Project A on February 6, 2024. The results of the bid opening are detailed in the attached memorandum from Project Manager Trent Helland. After reviewing the bids, Staff recommends the project be awarded to the low bidder, M and H Concrete Contractors Incorporated, in an amount not to exceed \$2,000,000. This includes the low bid amount (\$1,924,980) and a contingency to account for change orders which may become necessary during construction of the project. M and H Concrete has satisfactorily performed concrete work for the City of Chesterfield in the distant past. In recent years they have constructed myriad projects for municipalities in St. Charles County with positive references.

The streets included as part of this project are: Braumton Court, Buckingham Drive, Cabinwood Court, Country Field Court, Gatemont Drive, Georgetown Road, Schoettler Manor Court, and Woodsfluff Drive. This project is budgeted within Account 120-079-5490 of the Capital Projects Fund. The total recommended allocation for Project A and Project B is \$3,800,000, which is within the \$4,000,000 budgeted for this work. If you have questions or require additional information on this project, please let me know.

Concurrence:

J. Kelly

Jeannette Kelly, Finance Director

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to execute an Agreement with M and H Concrete Contractors Incorporated in an amount not to exceed \$2,000,000.

Memorandum

Department of Public Works



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

FROM: Trent Helland – Project Manager

DATE: February 9, 2024

RE: 2024 Selective Slab Replacement- Area A

As you are aware, sealed bids for the project were opened on February 6, 2024 at 10:30am. There were six bidders on the project; E.Meier Contracting, Lamke Trenching & Excavation, M&H Concrete Contractors, Next level Construction, Amcon Municipal Concrete and Sweetens Concrete Services. M&H Concrete Contractors is the lowest, responsive and responsible bidder with a bid of \$1,924,979.80 (bid attached). M&H Concrete Contractors have completed work in the City of Chesterfield before and have positive references.

I recommend requesting authorization to enter into an agreement with M&H Concrete Contractors, Inc to provide slab removal and replacement for the 2024 Selective Slab Replacement- Area A in an amount not to exceed \$2,000,000. This amount includes a contingency to allow for any unforeseen conditions and/or additional work as may be necessary to complete this project.

This project will include complete reconstruction of Braumton Ct, Buckingham Dr, Cabinwood Ct, Country Field Ct, Gatemont Dr, Georgetown Rd, Schoettler Manor Ct, and Woodsbluff Dr. The 2024 budget allocation for slab replacement is \$4,000,000.

Attachments: 2024 Selective Slab Replacement-Area A Bid Tabulation
M&H Concrete Contractors Inc Concrete Bid

**ITEMIZED BID
CITY OF CHESTERFIELD
2024 Selective Slab Replacement Project
2024-PW-03-A**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	23,821	66.30	1,579,332.30
2	JOINT SEALANT	Sq. Yd.	23,821	1.50	35,731.50
3	4" ROLLED STONE BASE	Sq. Yd.	23,821	2.00	47,642.00
4	UNDERGRADING	Cu. Ft.	600	5.75	3,450.00
5	GEOTEXTILE FABRIC	Sq. Yd.	23,821	1.50	35,731.50
6	STRUCTURAL GEOGRID	Sq. Yd.	800	2.00	1,600.00
7	SEEDING & MULCHING	Sq. Yd.	1	1.00	1.00
8	TRAFFIC CONTROL	L.S.	1	20,000.00	20,000.00
9	PAVED APPROACHES	Sq. Yd.	1,108	90.00	99,720.00
10	SAWCUTTING	Lin. Ft.	338	3.75	1,267.50
12	UNDERDRAINS	Lin. Ft.	690	17.00	11,730.00
13.0	SIDEWALKS	Sq. Ft.	3,020	14.00	42,280.00
13.1	DETECTABLE WARNING SURFACE	Each	24	400.00	9,600.00
14	REPLACE INLET SILL	Each	7	350.00	2,450.00
15	ADJUSTMENT OF INLET SILL	Each	7	300.00	2,100.00
16	DRILLING AND DOWELING	Each	954	5.00	4,770.00
17	A2 JOINTS	Lin. Ft.	384	11.00	4,224.00
18	SILT FENCE	Lin. Ft.	150	5.00	750.00
19	INLET PROTECTION	Each	16	100.00	1,600.00
20	GRATED TROUGH REPLACEMENT	Each	1	21,000.00	21,000.00
TOTAL BID					\$1,924,979.80



BID TABULATION
2024 Selective Slab Replacement Project
2024-PW-03A
February 6, 2024

ITEM #	DESCRIPTION	UNIT	QUANTITY	Project Estimate		M & H CONCRETE CONTRACTORS, INC.		AMCON		NEXT LEVEL CONSTRUCTION		E. MEIER CONTRACTING, INC.		SWEETENS CONCRETE SERVICES		LAMKE TRENCHING AND EXCAVATING	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	23,821	\$72.00	\$1,715,112.00	\$66.30	\$1,579,332.30	\$64.35	\$1,532,881.35	\$64.75	\$1,542,409.75	\$63.50	\$1,512,633.50	\$69.30	\$1,650,795.30	\$71.50	\$1,703,201.50
2	JOINT SEALANT	Sq. Yd.	23,821	\$2.00	\$47,642.00	\$1.50	\$35,731.50	\$1.70	\$40,495.70	\$1.45	\$34,540.45	\$1.50	\$35,731.50	\$2.50	\$59,552.50	\$3.00	\$71,463.00
3	4" ROLLED STONE BASE	Sq. Yd.	23,821	\$6.00	\$142,926.00	\$2.00	\$47,642.00	\$6.90	\$164,364.90	\$6.30	\$150,072.30	\$7.00	\$166,747.00	\$6.45	\$153,645.45	\$7.00	\$166,747.00
4	UNDERGRADING	Cu. Ft.	600	\$3.00	\$1,800.00	\$5.75	\$3,450.00	\$0.01	\$6.00	\$5.00	\$3,000.00	\$6.50	\$3,900.00	\$2.50	\$1,500.00	\$3.00	\$1,800.00
5	GEOTEXTILE FABRIC	Sq. Yd.	23,821	\$1.50	\$35,731.50	\$1.50	\$35,731.50	\$1.75	\$41,686.75	\$1.50	\$35,731.50	\$1.50	\$35,731.50	\$2.10	\$50,024.10	\$1.75	\$41,686.75
6	STRUCTURAL GEOGRID	Sq. Yd.	800	\$2.00	\$1,600.00	\$2.00	\$1,600.00	\$0.50	\$400.00	\$3.50	\$2,800.00	\$2.75	\$2,200.00	\$3.00	\$2,400.00	\$2.00	\$1,600.00
7	SEEDING & MULCHING	Sq. Yd.	1	\$1.00	\$1.00	\$1.00	\$1.00	\$0.01	\$0.01	\$15.00	\$15.00	\$5,793.00	\$5,793.00	\$1,000.00	\$1,000.00	\$16.00	\$16.00
8	TRAFFIC CONTROL	L.S.	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00	\$45,319.00	\$45,319.00	\$42,002.00	\$42,002.00	\$35,623.81	\$35,623.81	\$45,000.00	\$45,000.00
9	PAVED APPROACHES	Sq. Yd.	1,108	\$63.00	\$69,804.00	\$90.00	\$99,720.00	\$40.00	\$44,320.00	\$60.00	\$66,480.00	\$85.00	\$94,180.00	\$81.00	\$89,748.00	\$80.00	\$88,640.00
10	SAWCUTTING	Lin. Ft.	338	\$4.50	\$1,521.00	\$3.75	\$1,267.50	\$3.50	\$1,183.00	\$6.00	\$2,028.00	\$1.50	\$507.00	\$3.00	\$1,014.00	\$5.00	\$1,690.00
12	UNDERDRAINS	Lin. Ft.	690	\$25.00	\$17,250.00	\$17.00	\$11,730.00	\$16.50	\$11,385.00	\$26.00	\$17,940.00	\$28.00	\$19,320.00	\$35.00	\$24,150.00	\$30.00	\$20,700.00
13.0	SIDEWALKS	Sq. Ft.	3,020	\$15.00	\$45,300.00	\$14.00	\$42,280.00	\$12.00	\$36,240.00	\$12.00	\$36,240.00	\$14.00	\$42,280.00	\$12.00	\$36,240.00	\$12.75	\$38,505.00
13.1	DETECTABLE WARNING SURFACE	Each	24	\$300.00	\$7,200.00	\$400.00	\$9,600.00	\$250.00	\$6,000.00	\$425.00	\$10,200.00	\$230.00	\$5,520.00	\$225.00	\$5,400.00	\$350.00	\$8,400.00
14	REPLACE INLET SILL	Each	7	\$350.00	\$2,450.00	\$350.00	\$2,450.00	\$250.00	\$1,750.00	\$500.00	\$3,500.00	\$792.00	\$5,544.00	\$450.00	\$3,150.00	\$400.00	\$2,800.00
15	ADJUSTMENT OF INLET SILL	Each	7	\$350.00	\$2,450.00	\$300.00	\$2,100.00	\$250.00	\$1,750.00	\$150.00	\$1,050.00	\$695.00	\$4,865.00	\$350.00	\$2,450.00	\$350.00	\$2,450.00
16	DRILLING AND DOWELING	Each	954	\$9.50	\$9,063.00	\$5.00	\$4,770.00	\$10.50	\$10,017.00	\$11.00	\$10,494.00	\$10.00	\$9,540.00	\$9.00	\$8,586.00	\$11.00	\$10,494.00
17	A2 JOINTS	Lin. Ft.	384	\$15.00	\$5,760.00	\$11.00	\$4,224.00	\$8.00	\$3,072.00	\$15.00	\$5,760.00	\$19.00	\$7,296.00	\$12.00	\$4,608.00	\$23.50	\$9,024.00
18	SILT FENCE	Lin. Ft.	150	\$4.00	\$600.00	\$5.00	\$750.00	\$1.00	\$150.00	\$3.00	\$450.00	\$5.00	\$750.00	\$4.50	\$675.00	\$4.00	\$600.00
19	INLET PROTECTION	Each	16	\$100.00	\$1,600.00	\$100.00	\$1,600.00	\$75.00	\$1,200.00	\$80.00	\$1,280.00	\$125.00	\$2,000.00	\$100.00	\$1,600.00	\$100.00	\$1,600.00
20	GRADED TROUGH REPLACEMENT	Each	1	\$30,000.00	\$30,000.00	\$21,000.00	\$21,000.00	\$23,000.00	\$23,000.00	\$25,000.00	\$25,000.00	\$30,240.00	\$30,240.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
	BID FORM TOTAL				\$2,157,810.50		\$1,924,979.80		\$1,954,901.71		\$1,994,310.00		\$2,026,780.50		\$2,162,162.16		\$2,246,417.25

Memorandum

Department of Public Works



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

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

DATE: February 9, 2024

RE: 2024 Concrete Slab Replacement Project B

The Department of Public Works publicly opened bids for the 2024 Concrete Slab Replacement Project B on February 8, 2024. The results of the bid opening are detailed in the attached memorandum from Project Manager Trent Helland. After reviewing the bids, Staff recommends the project be awarded to the low bidder, Amcon Municipal Concrete LLC, in an amount not to exceed \$1,800,000. This includes the low bid amount (\$1,453,880) and \$346,000 to allow for additional slab replacement work within budget. Amcon has constructed myriad projects for the City of Chesterfield in the past and is positively recommended by City Staff.

The streets included as part of this project are: Clayton Douglas Court, Conway Springs Drive, Hitchcock Drive, Saylesville Court, Saylesville Drive, Signal Knob Court, Strawbridge Drive, and a small section of White Road which the City maintains. As you know most of White Road is maintained by St. Louis County and is not part of this project. This project is budgeted within Account 120-079-5490 of the Capital Projects Fund. The total recommended allocation for Project A and Project B is \$3,800,000, which is within the \$4,000,000 budgeted for this work. If you have questions or require additional information on this project, please let me know.

Concurrence:

J. Kelly

Jeanette Kelly, Finance Director

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to execute an Agreement with Amcon Municipal Concrete LLC in an amount not to exceed \$1,800,000.

Memorandum

Department of Public Works

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

FROM: Trent Helland – Project Manager

DATE: February 9, 2024

RE: 2024 Selective Slab Replacement- Area B



As you are aware, sealed bids for the project were opened on February 8, 2024 at 10:30am. There were six bidders on the project; E.Meier Contracting, Lamke Trenching & Excavation, M&H Concrete, Next level Construction, and Pavement Solutions. Amcon Municipal Concrete is the lowest, responsive and responsible bidder with a bid of \$1,453,879.91 (bid attached). Amcon Municipal Concrete has provided services of this type in the past for the City of Chesterfield and is positively recommended by city staff.

I recommend requesting authorization to enter into an agreement with Amcon Municipal Concrete LLC to provide slab removal and replacement for the 2024 Selective Slab Replacement- Area B in an amount not to exceed \$1,800,000. This amount includes the low bid and an extra \$346,000 to allow for additional slab replacement work within budget.

This project will include complete reconstruction of Clayton Douglas Ct, Conway Springs Dr, Hitchcock Dr, Saylesville Ct, Saylesville Dr, Signal Knob Ct, Strawbridge Dr, and White Rd (small city section-most of White Rd is a County Road not maintained by the city). The 2024 budget allocation for slab replacement is \$4,000,000.

Attachments: 2024 Selective Slab Replacement-Area B Bid Tabulation
Amcon Municipal Concrete LLC, Concrete Bid

ITEMIZED BID
CITY OF CHESTERFIELD
2024 Selective Slab Replacement Project
2024-PW-03-B

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	18,843	62 ⁸⁵ / ₁₀₀	1,184,282 ⁵⁵ / ₁₀₀
2	JOINT SEALANT	Sq. Yd.	18,843	1 ⁶⁰ / ₁₀₀	30,148 ⁸⁰ / ₁₀₀
3	4" ROLLED STONE BASE	Sq. Yd.	18,843	6 ⁹⁰ / ₁₀₀	130,016 ⁷⁰ / ₁₀₀
4	UNDERGRADING	Cu. Ft.	1,050	.01	10 ⁵⁰ / ₁₀₀
5	GEOTEXTILE FABRIC	Sq. Yd.	18,843	1 ⁴⁵ / ₁₀₀	27,322 ³⁵ / ₁₀₀
6	STRUCTURAL GEOGRID	Sq. Yd.	800	.50	400 ⁰⁰ / ₁₀₀
7	SEEDING & MULCHING	Sq. Yd.	1	.01	.01
8	TRAFFIC CONTROL	L.S.	1	7,500 ⁰⁰ / ₁₀₀	7,500 ⁰⁰ / ₁₀₀
9	PAVED APPROACHES	Sq. Yd.	703	40 ⁰⁰ / ₁₀₀	28,120 ⁰⁰ / ₁₀₀
10	SAWCUTTING	Lin. Ft.	681	2 ⁰⁰ / ₁₀₀	1,362 ⁰⁰ / ₁₀₀
12	UNDERDRAINS	Lin. Ft.	526	16 ⁰⁰ / ₁₀₀	8,416 ⁰⁰ / ₁₀₀
13.0	SIDEWALKS	Sq. Ft.	1,460	11 ⁷⁵ / ₁₀₀	17,155 ⁰⁰ / ₁₀₀
13.1	DETECTABLE WARNING SURFACE	Each	26	250 ⁰⁰ / ₁₀₀	6,500 ⁰⁰ / ₁₀₀
14	REPLACE INLET SILL	Each	9	250 ⁰⁰ / ₁₀₀	2,250 ⁰⁰ / ₁₀₀
15	ADJUSTMENT OF INLET SILL	Each	9	250 ⁰⁰ / ₁₀₀	2,250 ⁰⁰ / ₁₀₀
16	DRILLING AND DOWELING	Each	502	9 ⁰⁰ / ₁₀₀	4,518 ⁰⁰ / ₁₀₀
17	A2 JOINTS	Lin. Ft.	266	8 ⁰⁰ / ₁₀₀	2,128 ⁰⁰ / ₁₀₀
18	SILT FENCE	Lin. Ft.	150	1 ⁰⁰ / ₁₀₀	150 ⁰⁰ / ₁₀₀
19	INLET PROTECTION	Each	18	75 ⁰⁰ / ₁₀₀	1,350 ⁰⁰ / ₁₀₀
20	GRADED TROUGH REPLACEMENT	Each	0	—	—
TOTAL BID					1,453,879 ⁹¹/₁₀₀



BID TABULATION
 2024 Selective Slab Replacement Project
 2024-PW-03B
 February 8, 2024

ITEM #	DESCRIPTION	UNIT	QUANTITY	Project Estimate		AMCON CONCRETE		M&H CONCRETE		NEXT LEVEL CONSTRUCTION		E. MEIER CONTRACTING		LAMKE TRENCHING & EXCAVATING		PAVEMENT SOLUTIONS	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	18,843	\$72.00	\$1,356,696.00	\$62.85	\$1,184,282.55	\$65.90	\$1,241,753.70	\$63.00	\$1,187,109.00	\$60.89	\$1,147,350.27	\$65.00	\$1,224,795.00	\$75.64	\$1,425,284.52
2	JOINT SEALANT	Sq. Yd.	18,843	\$2.00	\$37,686.00	\$1.60	\$30,148.80	\$1.25	\$23,553.75	\$1.50	\$28,264.50	\$1.39	\$26,191.77	\$1.45	\$27,322.35	\$2.51	\$47,295.93
3	4" ROLLED STONE BASE	Sq. Yd.	18,843	\$6.00	\$113,058.00	\$6.90	\$130,016.70	\$2.00	\$37,686.00	\$5.00	\$94,215.00	\$6.78	\$127,755.54	\$6.00	\$113,058.00	\$3.84	\$72,357.12
4	UNDERGRADING	Cu. Ft.	1,050	\$3.00	\$3,150.00	\$0.01	\$10.50	\$0.01	\$10.50	\$5.60	\$5,880.00	\$6.50	\$6,825.00	\$3.00	\$3,150.00	\$2.72	\$2,856.00
5	GEOTEXTILE FABRIC	Sq. Yd.	18,843	\$1.50	\$28,264.50	\$1.45	\$27,322.35	\$1.50	\$28,264.50	\$1.50	\$28,264.50	\$1.39	\$26,191.77	\$1.50	\$28,264.50	\$1.34	\$25,249.62
6	STRUCTURAL GEOGRID	Sq. Yd.	800	\$2.00	\$1,600.00	\$0.50	\$400.00	\$2.00	\$1,600.00	\$2.00	\$1,600.00	\$1.92	\$1,536.00	\$2.00	\$1,600.00	\$1.71	\$1,368.00
7	SEEDING & MULCHING	Sq. Yd.	1	\$1.00	\$1.00	\$0.01	\$0.01	\$1.00	\$1.00	\$412.00	\$412.00	\$908.00	\$908.00	\$1.00	\$1.00	\$15.00	\$15.00
8	TRAFFIC CONTROL	L.S.	1	\$20,000.00	\$20,000.00	\$7,500.00	\$7,500.00	\$38,000.00	\$38,000.00	\$26,000.00	\$26,000.00	\$29,920.00	\$29,920.00	\$20,000.00	\$20,000.00	\$43,500.00	\$43,500.00
9	PAVED APPROACHES	Sq. Yd.	703	\$63.00	\$44,289.00	\$40.00	\$28,120.00	\$50.00	\$35,150.00	\$40.00	\$28,120.00	\$81.46	\$57,266.38	\$72.00	\$50,616.00	\$149.62	\$105,182.86
10	SAWCUTTING	Lin. Ft.	681	\$4.50	\$3,064.50	\$2.00	\$1,362.00	\$3.75	\$2,553.75	\$4.00	\$2,724.00	\$1.30	\$885.30	\$3.50	\$2,383.50	\$3.30	\$2,247.30
12	UNDERDRAINS	Lin. Ft.	526	\$25.00	\$13,150.00	\$16.00	\$8,416.00	\$17.00	\$8,942.00	\$30.00	\$15,780.00	\$27.47	\$14,449.22	\$20.00	\$10,520.00	\$39.04	\$20,535.04
13.0	SIDEWALKS	Sq. Ft.	1,460	\$15.00	\$21,900.00	\$11.75	\$17,155.00	\$14.00	\$20,440.00	\$12.00	\$17,520.00	\$12.00	\$17,520.00	\$11.50	\$16,790.00	\$39.73	\$58,005.80
13.1	DETECTABLE WARNING SURFACE	Each	26	\$300.00	\$7,800.00	\$250.00	\$6,500.00	\$200.00	\$5,200.00	\$350.00	\$9,100.00	\$230.00	\$5,980.00	\$250.00	\$6,500.00	\$210.00	\$5,460.00
14	REPLACE INLET SILL	Each	9	\$350.00	\$3,150.00	\$250.00	\$2,250.00	\$250.00	\$2,250.00	\$350.00	\$3,150.00	\$405.00	\$3,645.00	\$300.00	\$2,700.00	\$500.00	\$4,500.00
15	ADJUSTMENT OF INLET SILL	Each	9	\$350.00	\$3,150.00	\$250.00	\$2,250.00	\$250.00	\$2,250.00	\$150.00	\$1,350.00	\$168.00	\$1,512.00	\$300.00	\$2,700.00	\$300.00	\$2,700.00
16	DRILLING AND DOWELING	Each	502	\$9.50	\$4,769.00	\$9.00	\$4,518.00	\$5.00	\$2,510.00	\$5.50	\$2,761.00	\$10.00	\$5,020.00	\$6.00	\$3,012.00	\$10.79	\$5,416.58
17	A2 JOINTS	Lin. Ft.	266	\$15.00	\$3,990.00	\$8.00	\$2,128.00	\$11.00	\$2,926.00	\$15.00	\$3,990.00	\$17.50	\$4,655.00	\$12.00	\$3,192.00	\$7.20	\$1,915.20
18	SILT FENCE	Lin. Ft.	150	\$4.00	\$600.00	\$1.00	\$150.00	\$5.00	\$750.00	\$3.00	\$450.00	\$5.00	\$750.00	\$2.00	\$300.00	\$3.76	\$564.00
19	INLET PROTECTION	Each	18	\$100.00	\$1,800.00	\$75.00	\$1,350.00	\$100.00	\$1,800.00	\$90.00	\$1,620.00	\$125.00	\$2,250.00	\$50.00	\$900.00	\$106.00	\$1,908.00
20	GRADED TROUGH REPLACEMENT	Each	1	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$20,000.00	\$0.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$35,000.00	\$0.00	\$40,000.00	\$0.00
	BID FORM TOTAL				\$1,698,118.00		\$1,453,879.91		\$1,455,641.20		\$1,458,310.00		\$1,480,611.25		\$1,517,804.35		\$1,826,360.97

Memorandum

Department of Public Works



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

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

DATE: February 9, 2024

RE: Public Works Facility Mezzanine

As you know, the 2024 Budget contains \$280,000 in Account 120-079-5470 for the construction of a mezzanine at the Public Works Facility. This structure was originally contemplated as part of a space needs evaluation conducted in 2021. Essentially, it creates a second floor over a portion of the vehicle maintenance area to allow for storage and improved functionality of the available space. In 2023 the City entered into a contract with Archimages to design the structure and create bid documents, including plans, specifications, and estimate (PS&E). The design was completed in late 2023 with an estimated cost (provided by the architect) of \$250,000.


The Department of Public Works publicly opened bids for this project on February 6, 2024. The results of the bid opening are contained in the attached memorandum from Assistant City Engineer Zachary Wolff. As you can see, five bids were received, with Aspire Construction Services LLC submitting the low bid of \$396,500. Aspire has successfully completed a number of these types of projects in the St. Louis area and their references are positive.

Given that the project is substantially over budget, we performed a detailed analysis of the bids and questioned the architect. While the bids are all in order, it appears the architect had a substantial quantity miscalculation which led to the inaccurate estimate. While this inaccurate estimate, which led to a low budget figure, is frustrating, this remains a worthwhile project that will improve the functionality and operation of our Fleet Maintenance Division. Further, the overage can be accommodated by the \$200,000 underrun in our slab replacement projects. **Accordingly, I recommend that the City award this project to the low bidder, Aspire Construction Services LLC, in an amount not to exceed \$436,000. This includes the low bid (\$396,000) and a ten percent contingency to account for change orders which may become necessary. If approved, the City Staff will initiate an intra-fund budget transfer in the Capital Projects Fund to**

accommodate the overage. Specifically, \$156,000 will be transferred from Account 120-079-5490 to Account 120-079-5470. No additional funding is required, and the overall allocation in the Capital Projects Fund will remain unchanged.

Should you have questions or require additional information, please contact me.

Concurrence:



Jeanette Kelly Finance Director

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to execute an Agreement with Aspire Construction Services LLC in an amount not to exceed \$436,000 for construction of a mezzanine structure at the Public Works Facility.

Memorandum

Department of Public Works



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

FROM: Zachary S. Wolff - Assistant City Engineer *ZSW*

DATE: February 9, 2024

RE: Public Works Facility Mezzanine, 2023-PW-08

In 2021, the City completed a space needs evaluation at the Public Works Facility with the goal of identifying options to increase storage space. That study recommended adding a mezzanine structure within the existing facility to meet the City's needs for additional storage. Through a Request for Qualifications issued in 2023, the City selected Archimages as the most qualified firm to provide the architectural and engineering design services for a mezzanine project. The planned mezzanine storage area will significantly increase available storage space in the vehicle maintenance area at the Public Works Facility and allow for improved functionality of existing areas currently used only for parts and equipment storage. An exhibit is included with this memo highlighting the planned mezzanine area and showing where the mezzanine will be in the existing space to create a 2nd floor.

As you are aware, sealed bids for the project were opened on February 6, 2024, at 2:00 pm. There were five bidders on the project. Upon a full review of the submitted bids, Aspire Construction Services, LLC is the lowest, responsive, and responsible bidder with a bid of \$396,500 (see attached bid tabulation for the project and low bid from Aspire). Aspire has positive references for this type of work and has successfully completed projects like this in the St. Louis area.

In addition to the construction project, the City needs to provide independent material testing and special inspection services related to general construction, foundation inspection, and structural street bolting, welding, and decking. The City received three proposals for these services. Upon review, the best proposal is from Intertek-PSI with an estimated total inspection cost of \$5,000. This cost will be paid from an existing Professional Services account and no additional financial allocation is necessary.

The 2024 budget allocation for this project is \$280,000. The budget amount was based on a cost opinion from Archimages of \$250,000. After the bid opening, Archimages analyzed their project estimate to determine why it was so low compared to the bids

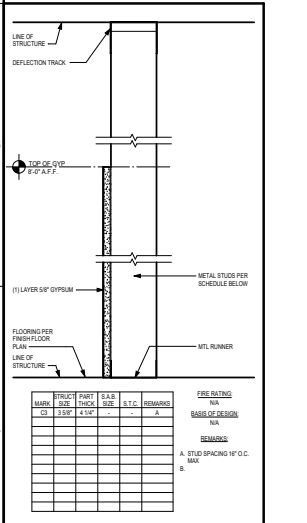
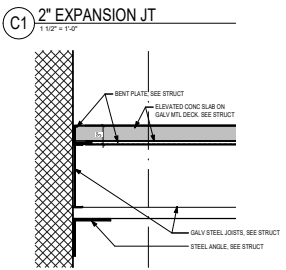
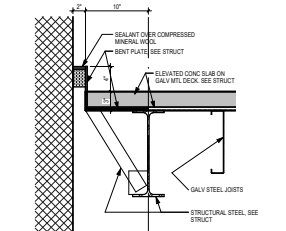
received and found a quantity miscalculation for items related to the elevated concrete floor, steel, and lighting that led to the inaccurate cost estimate.

Including an approximate 10% construction contingency, my recommended construction contract not to exceed amount is \$436,000. This is \$156,000 over the 2024 amount budgeted for this project. If this recommendation is approved, City staff will coordinate with Aspire (in consultation with Archimages) to determine if there are opportunities for value engineering and/or project modifications that can reduce the overall project cost but ensure the project meets the City's needs.

I recommend requesting authorization to enter into an agreement with Aspire Construction Services, LLC for the Public Works Facility Mezzanine project in an amount not to exceed \$436,000. As noted above, this amount includes an approximate 10% contingency to allow for any unforeseen conditions and/or additional work as may be necessary to complete this project.

Attachments: PWF Mezzanine Exhibit
 PWF Mezzanine Bid Tabulation
 Aspire Construction Services, LLC Bid Form

INTERIOR FINISH SCHEDULE	
PAINT	
FIELD WALL PAINT (NEW OVP) SD	MFR. SHERWIN WILLIAMS PRIMER 200 ZERO VOC COLOR MATCH EXISTING
FLOOR PAINT (SLAB ON GRADE)	MFR. SHERWIN WILLIAMS 1/8" THICK FLOOR OVP (FOR COOR. SL) (NON-SLP) COLOR MATCH EXISTING
CONCRETE SEALER	
CONCRETE SEALER	INSTALL ON NEW PARTITIONED SLAB AND STAIR TREADS
BASE	
WALL BASE ON NEW OVP PARTITION	



MARK	SIZE	THICK	FIN	S.T.C.	REMARKS
CT	3/8"	2 1/4"		A	

FINISH: NONE
BASIS OF DESIGN: NONE
REMARKS: A. STIP SPACING 10" O.C. MAX.

New 2nd Floor Mezzanine Area

Vehicle Maintenance Area

Office Area

Ground Floor Area Under Mezzanine

Vehicle Maintenance Area

Office Area

KEYED NOTES FLOOR PLAN

MARK	DESCRIPTION
1	WATER ENGINEERING MODEL TOWNSH RECONNECTED POWER AND AIR CONNECTION AS APPLICABLE FROM PREVIOUS LOCATION
2	WATER ENGINEERING MODEL TOWNSH RELOCATE POWER AND AIR CONNECTION AS APPLICABLE FROM PREVIOUS LOCATION
3	WATER ENGINEERING MODEL TOWNSH RECONNECTED POWER AND AIR CONNECTION AS APPLICABLE FROM PREVIOUS LOCATION
4	REMOVE HANGERS, ETC. FROM UNNEEDED FLOOR SPACES (SEE RELATED TO NEW LOCATION, ABANDON CONDUIT AND BOXES IN PLACE AND BLANK OFF)
5	REMOVE HANGERS, ETC. FROM UNNEEDED FLOOR SPACES (SEE RELATED TO NEW LOCATION, ABANDON CONDUIT AND BOXES IN PLACE AND BLANK OFF)
6	THE SACS BY OWNER, N/A
7	REMOVE EXISTING INTERFERRING AS NECESSARY FOR INSTALL. OF NEW MEZZANINE STRUCTURE
8	CONTRACTOR SUPPLIED AND INSTALLED FAN BASES OF DESIGN (OR AESTHETIC APPROXIMATE EQUAL) W/FR. GREENHECK MODEL 100-184-71-QD, 295-4500 CHIMNEY MOUNTING BRACKET
9	SHALLOW BY OWNER, N/A
10	PROVIDE AND INSTALL NEW WOOD STOPS, ROCKWOOD 400 STAINLESS STEEL
11	RAISE CONCRETE AND FIRE FLOOR TO STRUCTURE ABOVE, MINIMUM CHANGEOUT 6" TO TOP FINISH FLOOR
12	PROVIDE PIPE GATE TO MATCH QUADRALUX WITH HEAVY DUTY HINGLES, SEE DETAIL 5000
13	PROVIDE AND INSTALL SURFACE MOUNTED FIRE EXTINGUISHER CABINET AND FIRE EXTINGUISHER
14	INSTALL 5/8" OVP (SD) ON EXISTING STUDS UP TO 8" ABOVE MEZZANINE FINISHED FLOOR, LOCATED EXISTING BSC CONDT. ETC. FROM WALL FOR INSTALL. OF NEW OVP AND AS SECURE TO OVP AFTER FINAL INSTALL. PREPARE PARTITION WALL AND CONDUIT ETC.
15	INSTALL NEW PARTITION ON TOP OF EXISTING BRACE EXISTING PARTITION, PREPARE SLAB EDGE, NEW STUDS TO EXTEND TO LOCAL, INSTALL OVP ABOVE PARTITION TYPE UP TO 8" AFF.

FLOOR PLAN GENERAL NOTES

- REFERENCE GENERAL NOTES FOR ADDITIONAL APPLICABLE INFORMATION
- THE GENERAL CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS AND DIMENSIONS AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES THAT MAY AFFECT THE WORK PRIOR TO COMMENCING CONSTRUCTION
- ALL DIMENSIONS ARE TO THE FINISH FACE OF NEW PARTITIONS AND TO FINISH FACE OF EXISTING PARTITIONS AND PERIMETER WALLS TO REMAIN UNLESS NOTED OTHERWISE
- PATCH LEVEL AND/OR FEATHER THE EXISTING FLOOR SUCH THAT THE NEW FLOOR IS LEVEL AND ALL TRANSITIONS ARE LEVEL AND SMOOTH
- INSTALL REDUCER STRIPS BETWEEN DIFFERENT FLOOR FINISH LEVELS AND FINISH AS REQUIRED
- PATCH ALL PARTITIONS AFFECTED BY THE REMOVAL OF INTERSECTING PARTITIONS
- PATCH ALL FLOORS AFFECTED BY THE REMOVAL OF EXISTING FINISHES AND DEMOLITION OF PARTITIONAL EQUIPMENT, CABINETS, ETC.
- THE GENERAL CONTRACTOR SHALL INSTALL REQUIRED WALL BLOCKING FOR ALL CABINETS, SHALVING, AND EQUIPMENT. SEE DRAWINGS FOR EXACT LOCATIONS
- UNLESS NOTED OTHERWISE, ALL MATERIALS AND EQUIPMENT SHOWN ON THE DRAWINGS OTHER THAN THE EXISTING IS TO BE FURNISHED AND INSTALLED BY THE CONTRACTOR
- ALL INTERIOR DIMENSIONS ARE TO FINISHED FACE OF OVP, SD, UNLESS NOTED OTHERWISE
- ALL ITEMS TO BE RELOCATED AND REUSED ARE TO BE STORED BY THE CONTRACTOR UNTIL REINSTALLATION, PROTECT FROM DAMAGE THROUGHOUT CONSTRUCTION
- PROVIDE PLASTIC DUST COVER TO PROTECT EXISTING EQUIPMENT, FILES, ETC. WHERE REQUIRED
- MAINTAIN ALL NECESSARY COMMUNICATIONS AND FIRE PROTECTION SYSTEMS. EXISTING REQUIRES EXITS, EXIT CORRIDORS, AND ITEMS AFFECTING THE HEALTH AND SAFETY OF ALL OCCUPANTS AT ALL TIMES THROUGHOUT CONSTRUCTION
- MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION WORK TO BE DESIGN-BUILD. INTENT OF THIS WORK IS REFLECTED ON THE DRAWINGS. IF SUCH WORK IS OUTSIDE OF THE PROJECT AREA, CONTACT THE OWNER FOR RESTRICTIONS THAT MAY APPLY TO THOSE AREAS AND COORDINATE AND SCHEDULE ALL WORK. PROTECT ADJACENT AREAS, EQUIPMENT, ETC.
- PATCH/FILL ALL HOLES WITH EXISTING WALLS AND PREPARE FOR REFINISHING
- ALL BLOCKING SHALL BE FIRE TREATED

FLOOR PLAN LEGEND

UNLESS TYPICAL MOUNTING HEIGHTS DETAIL ON SHEETS A001

ALL SYMBOLS MARKED WITH AN "E" ARE EXISTING AND TO REMAIN UNL.O.

ALL NEW SWITCHES, RECEPTABLES, PLATES, ETC. TO MATCH EXISTING COLOR, UNL.O.

1" x 1"	DUPLEX ELECTRICAL OUTLET HEIGHT AS NOTED
1" x 1"	DUPLEX ELECTRICAL OUTLET - GFI HEIGHT AS NOTED
#/UB	DUPLEX ELECTRICAL OUTLET - WITH USB PORTS # = QUANTITY OF PORTS
1" x 1"	DUPLEX ELECTRICAL OUTLET - EMERGENCY POWER HEIGHT AS NOTED
1" x 1"	DUPLEX ELECTRICAL OUTLET - SURGE SUPPRESSION HEIGHT AS NOTED
1" x 1"	DUPLEX ELECTRICAL OUTLET - EMERGENCY POWER & SURGE SUPPRESSION HEIGHT AS NOTED
1" x 1"	DUPLEX ELECTRICAL OUTLET - TAMPER RESISTANT HEIGHT AS NOTED
1" x 1"	DUPLEX OUTLET - FLOOR R = RECESSED, T = TOMBSTONE
1" x 1"	QUADRIPLEX ELECTRICAL OUTLET HEIGHT AS NOTED
1" x 1"	QUADRIPLEX ELECTRICAL OUTLET - GFI HEIGHT AS NOTED
1" x 1"	QUADRIPLEX ELECTRICAL OUTLET - EMERGENCY POWER HEIGHT AS NOTED
1" x 1"	QUADRIPLEX ELECTRICAL OUTLET - SURGE SUPPRESSION HEIGHT AS NOTED
1" x 1"	QUADRIPLEX ELECTRICAL OUTLET - EMERGENCY POWER & SURGE SUPPRESSION HEIGHT AS NOTED
1" x 1"	QUADRIPLEX ELECTRICAL OUTLET - TAMPER RESISTANT HEIGHT AS NOTED
1" x 1"	QUADRIPLEX OUTLET - FLOOR R = RECESSED, T = TOMBSTONE
1" x 1"	VOICE OUTLET #V = QUANTITY OF JACKS HEIGHT AS NOTED
1" x 1"	DATA OUTLET #D = QUANTITY OF JACKS HEIGHT AS NOTED
1" x 1"	VOICE & DATA OUTLET #V/#D = QUANTITY OF VOICE JACKS, #D = QUANTITY OF DATA JACKS HEIGHT AS NOTED
1" x 1"	WIRELESS ACCESS POINT - CEILING MOUNTED
1" x 1"	VOICE OUTLET - FLOOR R = RECESSED, T = TOMBSTONE
1" x 1"	DATA OUTLET - FLOOR R = RECESSED, T = TOMBSTONE
1" x 1"	VOICE & DATA OUTLET - FLOOR R = RECESSED, T = TOMBSTONE
1" x 1"	SWITCH HEIGHT AS NOTED
1" x 1"	3-WAY SWITCH HEIGHT AS NOTED
1" x 1"	4-WAY SWITCH HEIGHT AS NOTED
1" x 1"	DIMMER SWITCH HEIGHT AS NOTED
1" x 1"	KEY SWITCH HEIGHT AS NOTED
1" x 1"	SWITCH WITH OCCUPANCY SENSOR HEIGHT AS NOTED
1" x 1"	BLANK PLATE HEIGHT AS NOTED
1" x 1"	JACK HEIGHT AS NOTED
1" x 1"	THERMOSTAT HEIGHT AS NOTED
1" x 1"	TIME CLOCK HEIGHT AS NOTED
1" x 1"	OCCUPANCY SENSOR HEIGHT AS NOTED



Archimages
architecture | interiors
143 West Clinton Place, St. Louis, Missouri 63122
www.archimages.com

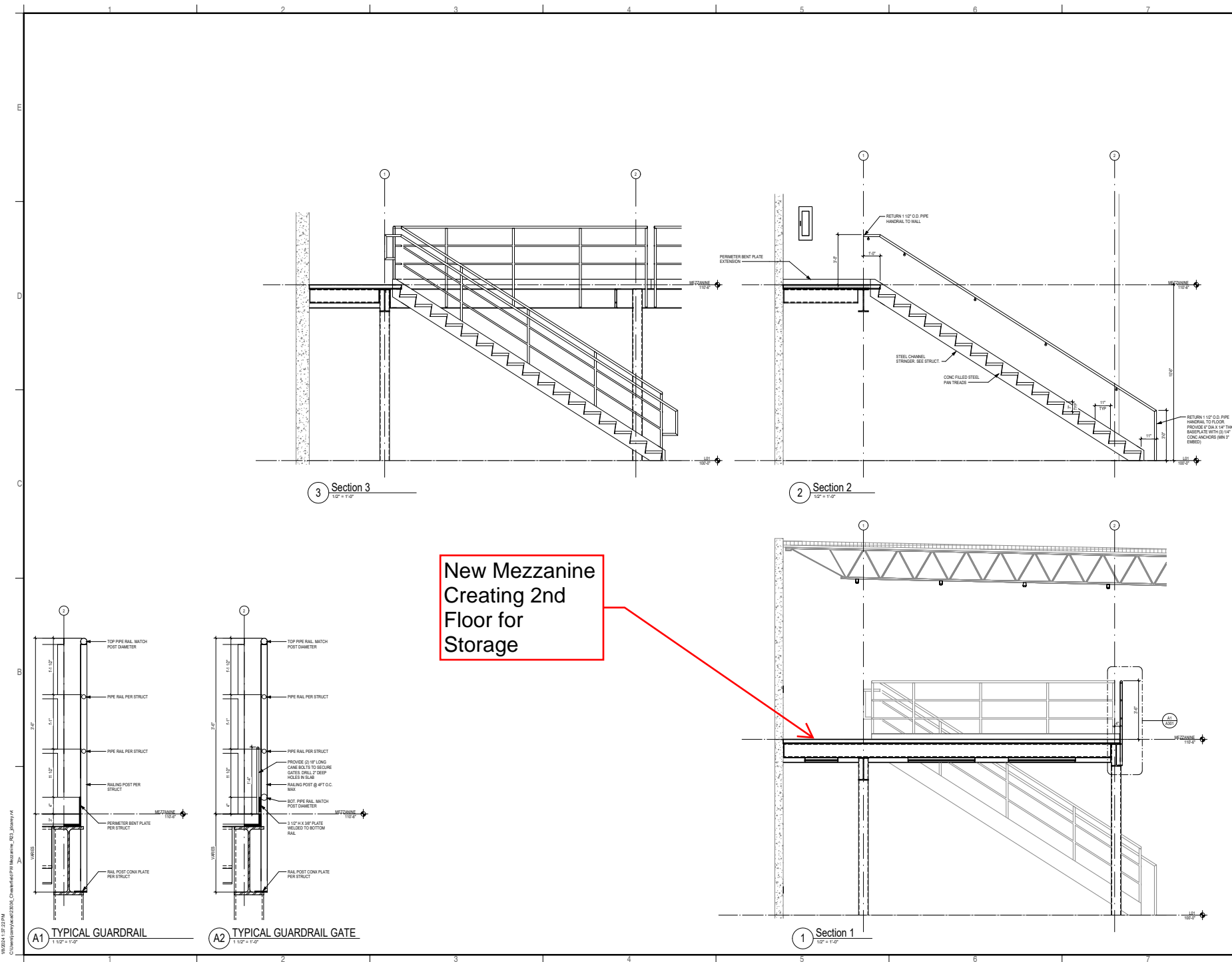
Proposed:
Chesterfield Public Works
Mezzanine Storage

165 PUBLIC WORKS DR
CHESTERFIELD, MO 63005

Project No.
23036
Sheet No.
A102
Date
01/09/2024

FLOOR PLAN

SCALE 3/4" = 1'-0"
SCALE 1/2" = 1'-0"
SCALE 3/8" = 1'-0"
SCALE 1/4" = 1'-0"
SCALE 3/16" = 1'-0"
SCALE 1/8" = 1'-0"
SCALE 3/32" = 1'-0"
SCALE 1/16" = 1'-0"



MO Architect License No. 421552674
Sims, J.D.S.

Archimages
architecture | interiors
MCA Architectural Corporation
143 West Clinton Place St. Louis, Missouri 63122
www.archimages-ai.com P: (314) 995-7445 F: (314) 995-7477

Chesterfield Public Works
Mezzanine Storage

Proposed:
Chesterfield Public Works
Mezzanine Storage
165 PUBLIC WORKS DR
SHEPHERD, MO

Project No.
23036
Sheet No.
A301
Date
01/09/2024

WALL SECTIONS

Public Works Facility Mezzanine Bid Tabulation February 6, 2024



Company Name / Company Address	EXHIBIT A					EXHIBIT B	EXHIBIT C	EXHIBIT D	EXHIBIT E	EXHIBIT F	
	Base Bid	Bid Bond Included	Performance Bond & Payment Bond cost	Construction Time Frame		Add 1 thru 2	List of Resources and References	Proposed Subcontractors Form (24 hrs)	Certification of Non-Segregation	Anti-Collusion Affidavit	E-Verify MOU
Archimages Project Estimate	\$250,440.39	(circle)				(circle)	(circle)	(circle)	(circle)	(circle)	(circle)
Aspire Construction Services, LLC 305 Parkway Industrial Ct. Lake Saint Louis, MO 63367	\$396,500.00	Yes No	\$4,000.00	165	Calendar Days	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No
Kendall, LLC 5100 Bulwer Ave. St. Louis, MO 63147	\$440,000.00	Yes No	\$22,000.00	60	Calendar Days	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No
Integra, Inc. 3071 Mercantile Industrial Dr. St. Charles, MO 63301	\$474,747.00	Yes No	\$6,950.00	165	Calendar Days	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No
C. Rallo Contracting Co, Inc 5000 Kemper Ave St. Louis, MO	\$492,000.00	Yes No	\$5,000.00	150	Calendar Days	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No
Raineri Construction, LLC 1300 Hampton Ave, Ste 100 St. Louis, MO 63139	\$519,414.00	Yes No	\$9,854.00	150	Calendar Days	Yes No	Yes No	Yes No	Yes No	Yes No	Yes No
		Yes			Calendar Days	Yes	Yes	Yes	Yes	Yes	Yes
		No			Calendar Days	No	No	No	No	No	No
		Yes			Calendar Days	Yes	Yes	Yes	Yes	Yes	Yes
		No			Calendar Days	No	No	No	No	No	No
		Yes			Calendar Days	Yes	Yes	Yes	Yes	Yes	Yes
		No			Calendar Days	No	No	No	No	No	No

EXHIBIT A

BID FORM

BID TIME: 2:00pm
BID DATE: Tuesday, February 6, 2024

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda 001 through 002, for the

Public Works Facility Mezzanine
2023-PW-08

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

The City is requesting proposals for this work, consisting of interior renovations to the existing Public Works Facility at 165 Public Works Drive with work including but not limited to, general construction, structural, plumbing, heating, ventilating+air conditioning and air distribution, as delineated within the Drawing and Specifications with the purpose of adding a mezzanine and reconfiguring existing storage and equipment space for a complete and usable project.

The Contract contains an alternative dispute resolution provision which may be enforced by the parties.

Bid submitted by:

Company Name: Aspire Construction Services, LLC

Address: 305 Parkway Industrial Ct

City, State Lake Saint Louis, MO

Phone number: 636-493-1600 Fax: N/A

E-mail address: gkrueger@aspire-stl.com

Type of Firm: Sole Partnership Partnership
Corporation Other

Officer Grant Krueger

Title President

Signature 

Date 02/06/2024

1.01 OFFER

A. Having examined this particular Place of The Work, Project Site and all matters referenced within Contract Documents for the Project, we the undersigned, do hereby offer to enter into a Contract to Perform said Work for the Sum of:

B. three hundred ninety six thousand five hundred Dollars

(\$ 396,500.00), in lawful money of the United States of America.

C. **We have included** necessary security Bid Security (Bid Bond) within Bid Amount, as required by Section 4.2, Bid Security, in the Instructions to Bidders.

D. **We have included** necessary Performance Bond and Payment Bond within Bid Amount, as required by Section 12.6, Bonds, in the General Conditions.

1. The cost of both required Bonds is four thousand Dollars

(\$ 4,000.00), in lawful money of the United States of America.

E. **We have not included** Builders Risk Insurance within Bid Amount, as in accordance with Job Special Provision, JSP-2, the City will provide said insurance.

G. **All applicable** State and Federal taxes have been excluded from the Bid Sum.

1.02 CONTRACT TIME

A. If Bid is accepted, we understand the project work area will be available starting April 15, 2024 and that the project must be completed by September 27, 2024 which is 165 calendar days.

B. We expect to complete said Work within 165 **Calendar** days (Bidder to enter number of **Calendar** days.)

1.03 BID FORM SUPPLEMENTS

A. We agree to submit the following Supplements to Bid Forms within twenty-four (24) hours after submission of this Bid, as required for additional bid information:

1. Section 4.3.1 Instructions to Bidders, Exhibit C - Proposed Subcontractors Form: Include the names of all Subcontractors and those portions of Work they will perform.

END OF BID FORM


** Incoming fire suppression line needs to be verified to confirm adequate water supply for the additional heads required for tire storage**

Memorandum

Department of Public Works



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

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

DATE: February 8, 2024

RE: 2024 Sidewalk Replacement Project A

As you know, the City of Chesterfield maintains over 260 miles of public sidewalk. Sidewalk slabs are jointed every five feet and “move” due to ground conditions, nearby trees, and myriad other factors. This creates trip hazards, ponding, and other problems. The City of Chesterfield prioritizes its sidewalk repair using our ADA Transition Plan, which was most recently updated in May of 2022. The 2024 Budget includes \$555,000 for sidewalk repairs.

Sidewalk Project A is specifically funded at \$300,000 within Account 120-079-5497. This project will contain two components – a sidewalk leveling contract and a sidewalk replacement contract. The details and locations of both projects are contained in the attached memoranda from Project Manager Matt Dooley. Essentially, we will be replacing sidewalk slabs in subdivisions where leveling occurred last year. This includes Wilson Manor, Chesterfield Meadows, and Bent Tree. Sidewalk Leveling will be conducted within The Lake on White Road, Westchester Place, Sycamore Manor, Greenleaf Estates, Chesterfield Trails, and Scarborough. After the leveling project is completed any sidewalk deficiencies which cannot be rectified by leveling will be scheduled for removal /replacement in a future year.

The Department of Public Works publicly opened bids for the 2024 Sidewalk Leveling Project on February 8, 2024. The results of this bid opening are detailed in the attached memorandum from Project Manager Matt Dooley. As you can see, Mr. Dooley is recommending that the City select the low bidder, Lift-Rite Incorporated, to perform the requested sidewalk leveling. Lift-Rite’s bid is within budget, they have successfully performed this work for the City in the past, and they are positively recommended by Public Works Staff. **Accordingly, I recommend that the City accept the bid from Lift-Rite (\$96,875.50) with an authorization not to exceed \$100,000.**

In addition to the leveling contract, the Department of Public Works also publicly opened bids for the 2024 Sidewalk Replacement Project A on February 8, 2024. The results of this bid opening are detailed in the attached memorandum from Project Manager Matt Dooley. As you can see, Mr. Dooley is recommending that the City select the low bidder, Amcon Municipal Concrete, to perform the requested sidewalk replacement. Amcon's bid is within budget, they have successfully performed this work for the City in the past, and they are positively recommended by Public Works Staff. **Accordingly, I recommend that the City accept the bid from Amcon Municipal Concrete (\$143,606.25) with an authorization not to exceed \$200,000.** This will result in a total project allocation of \$300,000, which the amount budgeted for this project.

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should:

- 1) Authorize the City Administrator to enter into an Agreement with Lift Rite Incorporated in an amount not to exceed \$100,000.
- 2) Authorize the City Administrator to enter into an Agreement with Amcon Municipal Concrete in an amount not to exceed \$200,000.

All work will be completed using existing budgeted funding within the Capital Projects Fund.


Concurrence:



Jeannette Kelly, Director of Finance

MEMORANDUM



DATE: February 7, 2024
TO: Jim Eckrich, Public Works Director
FROM: Matt Dooley, Project Manager 
SUBJECT: 2024 Sidewalk Mudjacking Project (2024-PW-14)

The 2024 Capital Projects budget includes a leveling project whereby a contractor will level sidewalk sections to remove deficiencies through the use of a mud-jacking process. This will allow the City of Chesterfield to repair additional sidewalk and will reduce the number of slabs that will require full removal and replacement within the Sidewalk A Project.

This project will address sidewalk deficiencies in a number of subdivisions, including The Lake on White Road, Westchester Place, Sycamore Manor, Greenleaf Estates, Chesterfield Trails, and Scarborough.

On February 6, 2024, the City of Chesterfield publicly opened bids for the above referenced project, with two bids received.

Contractor	Total Bid
Lift Rite, Inc.	\$ 96,875.50
Reinhold Electric	\$ 120,000.00

The low bidder, Lift Rite, Inc. has successfully performed the mud-jacking process for the City of Chesterfield and various other municipalities. **Accordingly, I recommend acceptance of the bid of \$96,875.50 submitted by Lift Rite, Inc. and request authorization in an amount not to exceed \$100,000.00** Adequate funding is available in the Capital Projects Sidewalk Improvements account, 120-079-5497, to fund this project.

A copy of the lowest and best bid is attached. Should you require additional information, please advise.

EXHIBIT A

BID FORM

BID TIME: 10:00 a.m.
BID DATE: Tuesday, February 6, 2024

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda 1B.1 through TS.3, for the

Sidwalk Mudjacking Project
2024-PW-14

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

The City is requesting unit price proposals for this work, consisting of all work necessary to level displaced sidewalk sections by use of a mudjacking method or equivalent, in various locations, as designated by the City.

The Contract contains an alternative dispute resolution provision which may be enforced by the parties.

Bid submitted by:

Company Name: Lift Rite, Inc

Address: 397 Crossroads Business Park Ct.

City, State: Wentzville, MO #63385

Phone number: 636-332-8009 Fax: _____

E-mail address: angie@liftrightmudjacking.com

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

Officer: R Corey Stephens

Title: President

Signature: [Handwritten Signature]

Date: 1/25/2024

**ITEMIZED BID
CITY OF CHESTERFIELD
2024 SIDEWALK MUDJACKING PROJECT
2024-PW-14**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1	Mudjack displaced sidewalk sections.	each	1,250	\$ <u>77.50</u>	\$ <u>96,875.00</u>

TOTAL BID \$ 96,875.00




BID TABULATION
2024 Sidewalk Mudjacking Project
2024-PW-14
February 6, 2024

ITEM #	DESCRIPTION	UNITS	QUANTITY	ENGINEER'S ESTIMATE		Lift Rite Concrete Leveling		Reinhold Electric	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Mudjack displaced sidewalk sections	Each	1,250	\$80.00	\$100,000.00	\$77.50	\$96,875.00	\$96.00	\$120,000.00
	TOTAL BID				\$100,000.00		\$96,875.00		\$120,000.00

MEMORANDUM



DATE: February 7, 2024
TO: Jim Eckrich, Public Works Director
FROM: Matt Dooley, Project Manager 
SUBJECT: 2024 Sidewalk Replacement Project, 2024-PW-04A

On February 6, 2024, the City of Chesterfield publicly opened bids for the above referenced project, with six bids received.

Contractor	Total Bid
Amcon Municipal Concrete	\$143,606.25
E. Meier Contracting	\$157,576.88
M&H Concrete	\$168,350.00
Lamke Trenching & Excavating	\$179,575.00
Sweetens Concrete	\$187,112.50
Hessling Construction	\$258,383.36

The low bidder, Amcon Municipal Concrete has successfully performed sidewalk work in the past for other municipalities as well as for the City of Chesterfield. **Accordingly, I recommend acceptance of the bid of \$ 143,606.25 submitted by Amcon Municipal Concrete, with the cost of the project not to exceed \$ 200,000.00** Adequate funding is available in the Capital Projects Sidewalk Improvements account, 120-079-5497, to fund this project.

The sidewalks to be replaced as part of this project will be in the Wilson Manor, Chesterfield Meadows, and Bent Tree subdivisions.

A copy of the lowest and best bid is attached. Should you require additional information, please advise.

EXHIBIT A

BID FORM

BID TIME: 10:30 a.m.

BID DATE: Tuesday, February 6, 2024

TO: THE CITY OF CHESTERFIELD

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

2024 Sidewalk Replacement Project A
2024-PW-04

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

The City is requesting unit price proposals for this work, consisting of all work necessary to remove and reconstruct approximately 11,750 square feet of 4" thick and 325 square feet of 6" thick existing sidewalk, 1 handicap ramp, and 1 concrete apron, including all necessary property restoration. The location of this project will be in the, Chesterfield Meadows, Wilson Manor, and Bent Tree subdivisions as well as other streets, as designated by the City..

The Contract contains an alternative dispute resolution provision which may be enforced by the parties.

Bid submitted by:

Company Name: Amcon Municipal Concrete, LLC

Address: 850 Lonestar Dr.

City, State O'Fallon, MO 63366

Phone number: 636-379-9396 Fax: 636-240-3699

E-mail address: amconconcrete@yahoo.com

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

Officer Paul J. Amelong

Title member

Signature 

Date 2/6/24

**ITEMIZED BID
CITY OF CHESTERFIELD
2024 SIDEWALK REPLACEMENT PROJECT
2024-PW-04 A**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1	Removal and Replacement of 4" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	11,750	11 ⁷⁵ / _—	138,062 ⁵⁰ / _—
2.1	Removal and Replacement of 6" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	325	12 ⁷⁵ / _—	4,143 ⁷⁵ / _—
3.1	Removal and Replacement Accessible Curb Ramps	Each	1	750 ⁰⁰ / _—	750 ⁰⁰ / _—
4.1	Removal and Replacement of Drive Approach	Each	1	650 ⁰⁰ / _—	650 ⁰⁰ / _—
				TOTAL BID	<u>143,606 ²⁵/_—</u>

BID TABULATION
2024 Sidewalk Replacement Project A
2024-PW-04 A
February 6, 2024



ITEM #	DESCRIPTION	UNITS	QUANTITY	ENGINEER'S ESTIMATE		AMCON MUNICIPAL CONCRETE		E. MEIER CONTRACTING		M & H CONCRETE		LAMKE TRENCHING AND EXCAVATING		SWEETENS CONCRETE		HESSLING CONSTRUCTION, INC.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Remove/Replace 4" Sidewalk	Sq. Ft.	11,750	\$16.00	\$188,000.00	\$11.75	\$138,062.50	\$12.69	\$149,107.50	\$13.60	\$159,800.00	\$14.50	\$170,375.00	\$15.00	\$176,250.00	\$18.81	\$221,017.50
2	Remove/Replace 6" Sidewalk	Sq. Ft.	325	\$17.50	\$5,687.50	\$12.75	\$4,143.75	\$12.51	\$4,065.75	\$14.00	\$4,550.00	\$16.00	\$5,200.00	\$16.50	\$5,362.50	\$38.92	\$12,649.00
3	Remove/Replace Accessible Ramp	Each	1	\$2,500.00	\$2,500.00	\$750.00	\$750.00	\$1,887.20	\$1,887.20	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$11,087.63	\$11,087.63
4	Remove/Replace Drive Approach	Each	1	\$3,500.00	\$3,500.00	\$650.00	\$650.00	\$2,516.43	\$2,516.43	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$13,629.23	\$13,629.23
	TOTAL BID				\$189,687.50		\$143,606.25		\$157,578.88		\$168,350.00		\$179,375.00		\$197,112.50		\$258,383.36

Memorandum

Department of Public Works



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

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

DATE: February 8, 2024

RE: Street Tree Inventory

As you know, the 2024 Budget contains \$75,000 in ARPA funding to update the City's Street Tree Inventory – account 137-079-5251. The Street Tree Inventory is an important tool for the City Arborist to manage the City's 18,000+ street trees. As part of the Street Tree Inventory a qualified contractor will inspect and collect data on each of the City's street trees. That data will be incorporated into the City's GIS and used by the City Arborist throughout the year. In addition to being a valuable asset management tool, this tree data is also useful to support the City on insurance claims when there is damage associated with a street tree.

As detailed in the attached memorandum, City Arborist Geoff Wegrzyn solicited proposals from three qualified tree companies. After reviewing these proposals and checking references, the City Arborist has recommended that the City of Chesterfield contract with Davey Resource Group for the 2024 Street Tree Inventory. Not only did Davey submit the low bid, but they are a well respected firm that have successfully completed street tree inventories for several other cities in the St. Louis area.

Action Recommended

This matter should be submitted to the City Council for consideration. Should Council concur with Staff's recommendation it should authorize the City Administrator to enter an Agreement with Davey Resource Group for a Street Tree Inventory in an amount not to exceed \$75,000. This includes the low bid amount (\$70,000) plus a small contingency should additional work become necessary. If this recommendation is approved Davey will commence work this summer and the Street Tree Inventory should be completed prior to the end of 2024.



MEMORANDUM

DATE: February 6, 2024
TO: Jim Eckrich, Public Works Director/City Engineer
FROM: Geoffrey Wegrzyn, City Arborist/Urban Forester
RE: 2024 Contracted Street Tree Inventory Update

Pricing quotes to contract the City's GIS street tree inventory update were requested and three contractors responded with current 2024 pricing. Quote is to update approximately 18,000 City maintained right of way street tree locations.

Contractor	Total Cost	Per location
Davey Resource Group	\$70,000	\$3.90
DJM Ecological Services	\$70,000	\$3.90
ArborPro, Inc	\$85,500	\$4.75

The City's street tree inventory is an important Public Works tool for the tracking of condition, health, and maintenance needs of all City maintained right of way street trees. Current City inventory has not undergone a comprehensive update since the original 2009 Davey Resource Group tree survey. Having an up to date street tree inventory is crucial for effective tree management, public safety, and informed decision making for future tree related projects. Hiring a contractor to update the City's street tree inventory database is advantageous as they provide the necessary technical expertise, specialized tools, and personnel to complete the project efficiently. Davey Resource Group has an excellent reputation in the arboriculture industry and has satisfactorily completed multiple tree inventory updates for neighboring municipalities. Contractor is to furnish equipment and personnel, as well as providing consistent communication throughout the project with the City Arborist.

Pending your approval, I would like to issue a Purchase Order for Davey Resource Group in the amount of \$75,000 from ARPA fund account 137-079-5251

Proposal for:

Tree Inventory Update

Prepared for:

City of Chesterfield, Missouri

Office of the City Arborist/Forester
City of Chesterfield
690 Chesterfield Pkwy W
Chesterfield, Missouri 63017

Proposal Date: April 3, 2023



Prepared by:

Jacob McMains, Area Manager
Davey Resource Group, Inc.
660-287-5773
jacob.mcmains@davey.com

Introduction

Large, beautiful trees are part of everyday life for those that live in Chesterfield. Specifically, the trees within Chesterfield create a sense of place and supply real benefits to those who live there. Trees along the walking paths and amongst the condominiums provide shade and beauty and enhance the quality of life by bringing natural elements into this urban setting. Trees also moderate temperatures, reduce air pollution and energy use, improve water quality, and promote human health and well-being. Davey Resource Group, Inc. “DRG” understands the benefits trees bring to your property. We also realize the challenges that come with managing trees.

About Davey Resource Group, Inc.



Trees bring natural elements and wildlife habitats into urban settings and they also moderate temperatures, reduce air pollution and energy use, and improve water quality.

For over 25 years, DRG has inventoried trees throughout the United States. We know that the data collected during a tree inventory are critical to helping you manage your urban forest proactively and better mitigate tree-related risk. Since you would rely on the inventory data and plan findings and recommendations to make important decisions, DRG uses only qualified, experienced staff who are knowledgeable of both industry standards and the municipal work environment.

Urban Forest Experts

We are pleased to introduce DRG and our team of urban forest experts to Chesterfield and present our qualifications for providing tree inventory and planning services. DRG's team will provide you with solutions you can count on for building and maintaining tree canopy in a manner that not only enhances the property's aesthetics and public safety but also improves the property's environmental and social well-being through trees.

Our team consists of International Society of Arboriculture (ISA) Board Certified Master Arborists, Certified Arborists, urban and traditional foresters, urban planners, Geographic Information Systems (GIS) and Information Technology (IT) specialists, and ecological scientists. We have experience working with a wide variety of clients, including municipalities, campuses, commercial complexes, and utilities, and have the knowledge, certifications, and training required to complete Chesterfield's project on time and budget while exceeding expectations.

We understand that the information in a tree inventory database and management plan will help you achieve your goals and complete your desired work more efficiently and allows you to:

- Respond to inquiries and requests about trees
- Quickly find trees when you need to schedule work
- Keep maintenance records up to date
- Make data-driven decisions; be accountable for actions and justify decisions
- Showcase the benefits of your urban forest

Natural Resource Management

DRG's Environmental Consulting team is your committed partner for natural resource planning and management. With 22 offices and a national footprint, we offer a wide and growing variety of consulting services (in addition to urban forestry) including wetlands and stream studies, environmental design and ecosystem restoration, stormwater management and compliance, and invasive species management.

We understand the complex ecosystems, resource challenges, and regulatory concerns that impact the success of any environmental project. No matter the location—dense city core or a remote rural site—we leverage our creativity and expertise to deliver reliable, turn-key environmental consulting services. We combine the latest technologies with time-tested techniques to provide high-quality results in a timely and professional manner.

Facts & Figures

1/2 million
TREES INVENTORIED ANNUALLY

450
URBAN FOREST PLANS DEVELOPED

600+
TREEKEEPER® CLIENTS

100
UTC ASSESSMENTS SINCE 2008

100+
CLIENTS HIRE DRG ANNUALLY

A Trusted Partner and Supporter of Arboriculture

Davey is a trusted partner of the United States Department of Agriculture (USDA) Forest Service and the Arbor Day Foundation, and a long-time supporter of the ISA and its local chapters. Davey is a founding partner with the USDA Forest Service of the i-Tree software.

Davey staff helped to develop and revise the American National Standards Institute (ANSI) standards for arboriculture, including tree risk assessment, and drafted some of ISA's best management practices. Davey also works with the Tree Care Industry Association (TCIA), as safety is priority one for the Davey Company. Recently, DRG created the Urban Forest Program Continuum to help our clients gauge and grow their tree management programs.



Davey Resource Group has proven solutions to help Chesterfield launch its program forward along the Urban Forest Continuum.

DRG's Focused Urban Forestry Services



TREE INVENTORY

Whether inventorying one tree or hundreds of thousands of trees, DRG tailors each inventory to meet your specific program needs and project budget.

TREEKEEPER® SOFTWARE

Developed, maintained, and supported by DRG's in-house IT professionals, TreeKeeper® is easy-to-use, web-based software used to manage, share, and update inventory data.



URBAN FOREST PLANNING

Whether Chesterfield needs help managing the property's trees daily or reaching overarching goals for the urban forest, our team has the experience, tools, and ability to help Chesterfield achieve both its short- and long-term goals. DRG develops management and master plans as well as storm preparedness, tree protection, woodlot, and invasive species management plans.



GIS

With GIS specialists in-house, we can map the property's urban tree canopy (UTC) cover as well as estimate tree benefits, model canopy grow out, analyze the spatial distribution of available planting space, and predict the impact of threats to the tree canopy.



STAFFING

If Chesterfield does not have an urban forester or needs help with program management or projects, DRG's experienced ISA Certified Arborists work on-call, perform project work, or work as part-time or full-time contract staff.

TREE BENEFITS

As a developer of i-Tree, DRG knows how to use i-Tree Tools to highlight the benefits of your trees.



Scope of Work

This project is an integral part of Chesterfield's comprehensive tree care program. The results of this project will help Chesterfield better understand the composition, structure, and maintenance needs of its urban forest, allocate resources, develop risk management strategies, and promote the ecosystem benefits the property's trees provide to the local community.

The proposed project has the following key component:

Tree Inventory. The project is a GIS-based inventory of maintained trees and stumps found in Chesterfield. The inventory consists of DRG's urban foresters locating approximately 18,000 trees and recording the specified information about each site in the inventory database. DRG bases our tree inventory on the *ANSI A300 Part 9* standards.

Project Approach

The following sections describe DRG's overall approach, or methodology, for accomplishing Chesterfield's scope of work. We included a plan of work for the tree inventory and explained the technologies used to complete the inventory. To illustrate the strength and experience of the DRG team, we provided a few representative staff resumes and project examples and references in Appendices A and B, respectively.

Dedicated to Safety

Safety is the number one priority of DRG. To ensure the safety of DRG's workers and those traveling nearby, DRG uses the following Personal Protective Equipment (PPE): ball caps, high-visibility safety vests, safety glasses, and over-the-ankle boots.

Davey has provided Proven Solutions for a Growing World since 1880 and has been employee-owned for 38 years.



Tree Inventory Work Plan

To ensure that the tree inventory meets the property's goals and deadlines, DRG uses the following work plan.

Step 1. Communication

From project beginning to end, DRG staff keep open lines of communication with Chesterfield via telephone, e-mail, and, as needed, in-person meetings. DRG answers any questions Chesterfield has as well as keeps them apprised of the project's progress.

Step 2. Contract Phase

Once awarded the project, DRG executes a contract and supplies insurance per project specifications.

Step 3. Data Mining and Hardware Programming

The next step in the inventory process is to obtain the GIS data and imagery needed to set up the field computers used for data collection. DRG's urban foresters typically work with the property's GIS or planning department to complete this step, if applicable. If necessary, we can get imagery from other public sources. DRG uses the data fields defined in this proposal and the imagery, maps, and data files obtained from Chesterfield and various sources to program the data collection software and field computers. At this time, we may contact you by phone to confirm the data attributes.

Step 4. Kick-Off Meeting

DRG staff will contact Chesterfield after contract execution to schedule a kick-off meeting. During the kick-off meeting, Chesterfield's staff and the DRG project team discuss inventory safety and communication procedures and confirm project expectations and milestones. If possible, DRG's urban foresters assess a few trees with property staff to ensure consistent assessment results.

Step 5. Data Collection

DRG typically begins data collection after the kick-off meeting. Our experienced, qualified urban foresters locate trees and stumps on the property, evaluate those trees, and record the data specified by Chesterfield. The collected data, once finalized, are Chesterfield's tree inventory database.

Accessing Inventory Data

DRG supplies access to the tree inventory data during data collection. Access tree records to view and field check data and even to route and plan for tree work.



Location Accuracy

DRG uses field computers and equipment that meet or exceed this project's location accuracy requirements. Having worked on thousands of tree inventory projects, DRG has found that using a combination of GIS and a customized data collection program provides the most exact data and the most efficient means for inventorying trees. DRG uses our in-house designed GIS software tool in conjunction with ruggedized computers with a GPS receiver to collect inventory data. Under favorable conditions, the equipment allows for sub-meter location accuracy of point data.

Individual Tree Inspection Process

During data collection, DRG's urban foresters walk by each tree and inspect the tree from the ground. Based on the conditions at the time of the inspection, DRG's staff identify the tree's species and its location, measure tree diameter, and rate its health. DRG's urban foresters also assess tree risk and suggest the specific maintenance involved in mitigating that risk as well as collecting all other information at this time. When data collection for an individual tree is complete, DRG's urban foresters walk to the next tree and follow the same steps, in the same order, to ensure consistent data collection.

DRG formally routes the collection of inventory data to ensure that staff collect all the sites in the project area in a systematic manner. Throughout the inventory process, DRG maps the areas inventoried and shares that information with the property staff. DRG's urban foresters collect data Monday through Friday and often on weekends with our clients' permission.

Data Fields

For the Chesterfield inventory, DRG recommends collecting the following data fields, defined in Appendix C of this proposal.

1. Location (X and Y coordinates)
2. Species
3. Tree size
4. Multi-stem tree
5. Condition
6. Maintenance needs
7. Defects
8. Tree risk assessment and rating
9. Residual risk
10. Further inspection
11. Date of inventory

The data fields listed above give Chesterfield ample information to manage their trees and stumps proactively. However, if there are specific needs that the above data fields do not address, contact DRG to customize the project's scope of work.

Tree Risk Assessment

During the inventory, DRG's urban foresters perform an inspection of each tree that follows the ANSI tree risk assessment (ANSI 2017). For Chesterfield's inventory, DRG will complete a 360-degree ground-based visual inspection of the crown, trunk, trunk flare, above-ground roots, and site conditions around the tree in relation to targets. The assessment only includes conditions detected from the ground; internal, belowground, and upper crown factors are still mostly undetected. The specified period for the risk assessment is one year. The risk part of this inventory and evaluation is to keep in compliance with the most recent standards and practices in the arboricultural industry. It is

important to note that DRG’s inspections are “rapid assessments” and are meant to show a need for further study; the assessments are not legally binding in any litigation.

For the tree risk assessment, DRG’s urban foresters assign each tree one qualitative risk rating using the risk categorization matrices found in the ISA’s *Best Management Practices - Tree Risk Assessment, Second Edition* (E. Thomas Smiley, Nelda Matheny, and Sharon Lilly 2017). Various and multiple failure scenarios help determine a tree’s risk rating. The failure mode (i.e., branch, whole tree, codominant stem) with the most significant risk serves as the overall tree risk rating. DRG’s staff will not sound trees during the inventory. See Appendix D for the limitations of the tree risk assessment.

Step 6. Inventory Close-Out

At the end of the inventory project, DRG supplies a one- to two-page project close-out report which spells out the number and types of sites collected, provides information about the species composition and diameter size class distribution, and shows the amount and type of maintenance recommended during the inventory. We provide the report in PDF format within two weeks of inventory completion.

Tree Inventory Data Delivery

Data and metadata will be provided as a Microsoft Excel database and ESRI shapefiles so the information can be imported into Chesterfield’s existing GIS database.

Quality Control and Assurance

WE TAKE YOUR DATA SERIOUSLY

From the project’s start to its finish, DRG focuses on the experience Chesterfield has working with DRG and the quality of the project’s deliverables. To ensure a good working relationship throughout the project, DRG collaborates with Chesterfield early on to schedule fieldwork and meetings at mutually agreeable times and determine protocols for addressing questions and concerns that arise during data collection. DRG’s staff also stay in contact with Chesterfield’ staff during all phases of the project to keep them informed of the project’s status. The following is an example of an inventory progress update, e-mailed on a set schedule such as weekly or bi-weekly, from DRG’s urban forester to the client.

INVENTORY PROGRESS UPDATE E-MAIL

Dear Valued Client:

Below is a recap of last week’s inventory progress.
So far, we have inventoried 3,161 sites. The map (right) shows our progress in Zone C. We also had a chance to do some in-the-field quality assurance last week (bottom).



We audited 1% of the data collected last week and found no critical errors.

We expect to wrap up data collection later this week. We predict that the remaining streets will have the same tree density, although the road running along the train tracks in the northeast may have slightly more trees. In all, we think that the total site count will be close to the pre-project estimate of 3,800 sites. We will keep everyone apprised if this expectation changes.

Katie will be on the ground this week, and Pete may come out to help with collection. If needed, they can be available for an in-person closing meeting. Otherwise, we can include the final site count and notes in a close-out e-mail.

As far as data delivery, we expect it will take a few days for GIS quality control checks after data collection is complete. We will follow up with an e-mail when your final inventory dataset is available in TreeKeeper®. If you have any questions or concerns, please reach out to me.

Thanks, Your DRG Urban Forester

Inventory Statistics				
Site Count to Date		Percent Complete		Estimated Total Site Count
3,161		83%		3,800
Quality Assurance				
Overall Critical Error Score	Target Critical Score	Target Non-Critical Error Score	Target Non-Critical Score	Percent Audited
100%	98%	97.87%	95%	1%

In addition to providing an excellent client experience and thorough communication, DRG takes measures to ensure the delivery of the entire scope of work. DRG's project management staff review the project's scope and provide a data specification, based on the project's contract, to DRG's in-house development team. DRG's development team consists of the inventory's project manager, and GIS and IT specialists. DRG's inventory project manager reviews the scope of work again to ensure that the data fields and input codes match Chesterfield's specifications. Once the project manager approves the data specification, DRG's GIS and IT staff program the field computers for data collection. Before the kick-off meeting, DRG's project manager checks the field computers to make sure the computers are set up correctly and work properly. At the kick-off meeting, DRG reviews the project's work plan with Chesterfield, answers questions, and ensures that Chesterfield and DRG's urban foresters are on the same page concerning the project's expectations.

Quality control and assurance continues during data collection. DRG's project manager and urban foresters use hot and cold data checks during fieldwork and encourage Chesterfield to do so as well. DRG regularly updates Chesterfield on the project's status and makes them aware of any situations that may need immediate attention. At the end of the project, DRG's IT specialists run computer diagnostics on the inventory data to make sure the data is clean. Finally, DRG answers any questions Chesterfield has about the data and verifies Chesterfield's satisfaction with DRG's work.

Client Responsibilities

1. Provide DRG with imagery, maps, and data files. Our request may include the following: digital orthophotographs, available GIS data layers, other electronic or paper copies of maps for roads, pavement widths, right-of-way widths, boundaries and utilities, and an electronic file or printed list of street names and endpoints. This is only recommended if Chesterfield has this information.
2. Provide daily contact information and directions during the inventory project.
3. Provide a copy of any existing tree inventory database(s).
4. Coordinate and host a kick-off meeting before the start of fieldwork.
5. The limitations of the Scope of Work are outlined in Appendix D. By accepting this proposal, Chesterfield accepts DRG's Limited Warranty and agrees that, upon award, this proposal and its attachments will be made a part of the Agreement.

Investment

Tree Inventory

- | | |
|---|--------------------------|
| <input type="checkbox"/> Computerized inventory data collection of up to 18,000 existing trees for a cost of: | \$70,000 lump sum |
| <input type="checkbox"/> Additional inventory data collection above 18,000 sites at a unit rate of: | \$3.90/site |

Pricing is good for 90 days
Proposal Date: April 3, 2023

Appendix A

Experienced Staff

DRG may assign the following team members to Chesterfield's project. Their experiences and credentials prove that they have the qualifications needed to work for the property.

Management

Jacob McMains is the Missouri area manager and consulting forester with Davey Resource Group. Mr. McMains manages the planning and coordination of multiple forestry projects throughout the Midwest. His primary responsibilities include: training staff, quality control, technical consulting, tree risk assessments, tree preservation activities, tree/timber appraisals, arboricultural training, urban wood utilization investigations, expert witness testimony, outreach and educational programs, and a variety of plan writing. Mr. McMains has experience in traditional forestry, community forestry, and utility forestry.

Mr. McMains also regularly consults on a variety of urban and traditional forest management activities. Focus areas include cost-share assistance, insect/disease diagnosis, tree planting plans and inspections, grant and ordinance interpretation/writing, and assistance in obtaining Tree City USA status through the National Arbor Day Foundation.

Prior to joining the Environmental Consulting team, Mr. McMains served as a utility forester with Davey Resource Group. He has also worked for the Missouri Department of Natural Resources and the Missouri Department of Conservation.

Throughout his career, Mr. McMains has engaged with diverse partners, from grassroots volunteer groups—such as local tree boards—to national organizations like the Arbor Day Foundation and the USDA Forest Service. Mr. McMains is an International Society of Arboriculture (ISA) Certified Arborist and has an ISA Tree Risk Assessment Qualification (TRAQ).

Mark Halpin joined DRG as a consulting arborist. Prior to joining DRG, Mark served 14 years in the natural resources industry, providing services in private landscaping, retail and wholesale nursery work, public parks and gardens maintenance, ornamental horticulture, natural area restoration, native landscaping, arboriculture, urban forestry, municipal forestry, non-profit forestry programs management, private consulting, and plant health care

Throughout his career, Mark has served in maintenance, plan preparation, and urban forestry roles. Mark served as a horticulturist in Forest Park, providing maintenance of 123 acres, including reforestation efforts, tree pruning, natural area restoration, and invasive species control. He was the urban forester for the City of Brentwood, where he developed an emerald ash borer (EAB) Management Plan, implemented with the help of Missouri Department of Conservation TRIM Grant, and helped to revise the city tree ordinance.

Mark participated in the restoration of the Oak-Hickory forest in Brentwood's Memorial Park with the Missouri Department of Conservation's Community Conservation Grant. Also, during his time at Forest ReLeaf of Missouri, he managed all tree planting programs, partner consultations, technical expertise needs, and educational programs.

For his dedication to urban forestry and services in natural areas restoration, Mark received the Midwest International Society of Arboriculture's Award of Merit in 2021 and the Missouri Community Forestry Council's Arbor Award of Excellence in 2018.

Mark has an associates of science degree in applied science—horticulture from St. Louis Community College—Meramec. He is a Certified Arborist (#MW-5395A) through the International Society of Arboriculture (ISA) with a Tree Risk Assessment Qualification (TRAQ). He is also a Certified Missouri Pesticide Applicator (#N5972) through the Missouri Department of Agriculture. In addition to his certifications, Mark is trained in precision tree felling and is a former NAI interpretive guide. He is also chairman of the Missouri Community Forestry Council—St. Louis Chapter.

Field Staff

Reid Gibson is a project manager with Davey Resource Group. As an ISA Certified Arborist, Municipal Specialist, and Tree Risk Assessment Qualified (TRAQ) professional, Mr. Gibson specializes in urban forestry consulting projects for federal and state agencies, municipalities, parks, universities, golf courses, and cemeteries. Much of his work focuses on inventory data collection, data quality assurance, training new staff, safety leadership, project communication, and customer service. Mr. Gibson has worked on and managed more than 50 inventories across the United States and Canada, gaining him extensive knowledge of GIS-based data collection and GPS technology, tree and palm identification, and tree risk assessment. Mr. Gibson is also proficient in the use of Davey's TreeKeeper[®] suite of software for inventory management, the United States Forest Service i-Tree, and writing community forest management plans involving inventory analysis and urban tree canopy assessment land cover data. He has a bachelor's degree in natural resources and environmental sciences from the University of Illinois at Urbana-Champaign.

Appendix B Related Projects and References

DRG listed recent projects to demonstrate our ability to complete a similar scope of work to that proposed by Chesterfield. These experiences show that DRG can:

- Undertake, manage, and complete an inventory project.
- Accurately inventory trees, planting sites, and stumps.
- Provide data in specified formats.
- Assess tree risk following ANSI standards and industry best management practices.
- Provide qualified staff with proven experience inventorying trees and assessing tree condition and risk.

- Analyze inventory data extracting meaningful information that affects tree management, such as species diversity, diameter size class distribution, and tree risk.
- Help communities understand the costs associated with long-term tree maintenance.
- Provide solutions that address the needs of our clients.

Contact DRG for more examples of our work.

Client: City of Brentwood, Missouri

Contact: Eric Gruenfelder, 314.963.8681

Project: On-Call Supportive Urban Forest Tree Care Services

DRG accepted a five-year contract to provide comprehensive urban forestry services to the City of Chesterfield, Missouri. Davey first updated the combined street and property tree inventory and developed a forestry management plan that focussed on risk mitigation, critical deferred maintenance, increased species diversity, and proactive strategies to combat emerald ash borer. The city then relied on DRG for project support, including identifying priority removals and pruning, selecting and tagging trees in the field for replanting efforts, updating the TreeKeeper[®] inventory software, and coordinating Davey crews to complete requested work. Individual consults, advanced tree risk assessments, public outreach, and rapid emergency response are also included in the contracted services. Through this broad ongoing partnership, DRG can promptly respond to any tree related support needed to help the city officials achieve their urban forestry goals.

Client: Lafayette Park Conservancy

Contact: Mike Jones, 314-496-2919

Project: Park Tree Inventory and Management Plan

In 2021, DRG completed a tree inventory and management plan for the Lafayette Park Conservancy. DRG staff collected 850 trees and developed a unique management plan geared for the Conservancy and their management style of the park trees. The data and data interpretation in the management plan is now being used for grants and fundraising efforts to increase awareness and maintenance budgets for the park tree population.

Client: City of Clayton, Missouri

Contact: Andrew Whitacre, 314-280-3592

Project: Tree Inventory

In 2022, DRG completed a tree inventory for the City of Clayton. The city was particularly interested in understanding the risk associated with their aged tree population. The City Forester also needed data integrated into their existing asset management system (Cartegraph). Another phase of this work is to be completed in the Spring 2023.

Client: City of Nevada, Missouri

Contact: Richard Brockman, 417-448-5509

Project: Park Tree Inventory

In 2022, DRG completed a multi-park tree inventory for the City of Nevada. The park manager needed a software program that could manage work orders, communicate tree benefits to the public, and track the large number of memorial trees planted throughout the park system. DRG mapped and assessed 1,600 trees. The TreeKeeper® software allows the city to easily find information about the entire tree population or run specific reports about the specific details in a select park.

Client: City of Creve Coeur, Missouri
Contact: Adam Boshears, 314-882-0094
Project: Park Tree Inventory

In 2021, DRG completed a park tree inventory for the City of Creve Coeur. The city was particularly interested in understanding the risk and planting opportunities associated with its tree population. The Parks Director also needed data management software and selected TreeKeeper®.

Client: City of Maplewood, Missouri
Contact: Tiffany Hyde, 314-645-3600
Project: Tree Inventory

In 2021, DRG completed a tree inventory for the City of Clayton. The city was particularly interested in understanding the risk and planting opportunities associated with its tree population. The Public Works Director also needed data integrated into their existing asset management system (Acela).

Client: City of Grantwood Village, Missouri
Contact: Laura Yates, 314-609-2576
Project: Street and Park Tree Inventory with Report and Mapping

DRG was selected, based on qualifications and cost, to perform a tree inventory of street and park trees, along with stumps, and vacant planting sites in the Grantwood Village in 2018. By working in partnership with the city, DRG was able to complete data collection of the entire community. Upon completion, DRG also completed a management plan with a tree inventory analysis, 5-year budgetary projections and i-Tree benefit information. Additionally, a wall map and map booklet detailing site location and information was provided to the client.

Client: City of Shrewsbury, Missouri
Contact: Beth Parker, 314-647-1811
Project: Street and Park Tree Inventory with Report

DRG was selected, based on qualifications and cost, to perform a tree inventory of street and park trees and stumps in the City of Shrewsbury in 2019. By working in partnership with the city, DRG was able to complete data collection of the entire community. Upon completion, DRG also completed a management plan with a tree inventory analysis, 5-year budgetary projections, and i-Tree benefit information. Additionally, the city also received a free year of TreeKeeper® software with the inventory project.

Appendix C

Inventory Data Fields

1. **Location**—DRG identifies the location of each tree and stump using X and Y coordinates.
2. **Species**—DRG names trees by genus and species using both botanical and common names, and by cultivars where appropriate.
3. **Tree Size**—DRG’s urban foresters measure the diameter to the nearest inch in 1-inch size classes at 4½ feet above the ground, or diameter at breast height (DBH).
4. **Multi-Stem Tree**—DRG notes if a tree has multiple stems on trunks splitting less than 1 foot above ground level. This assists in bidding pruning/removal work.
5. **Condition**—Staff consider signs of stress, poor structure, mechanical damage, soil and root problems, disease, and pests in the assessment of tree condition.
 - a. *Good*. A good tree shows no significant problems.
 - b. *Fair*. A fair tree has minor problems that may be corrected with time or corrective action.
 - c. *Poor*. A poor tree has significant problems that are irrecoverable.
 - d. *Dead*. A dead tree shows no sign of life.
6. **Primary Maintenance**—DRG assigns one of the following maintenance needs:
 - a. *Remove*. Trees recommended for removal have defects that cannot be practically or cost-effectively treated. Most trees in this category have a sizable percentage of dead crown.
 - b. *Prune*. Removal of one or more limbs to reduce risk, provide clearance, and restore the tree.
 - c. *Train*. Pruning of young or medium-aged trees to improve tree and branch architecture.
 - d. *Clearance*. Removal of one or more limbs to provide clearance ONLY.
 - e. *Discretionary*. Chesterfield may opt to prune or manage the trees for health or aesthetic appearance.
 - f. *Stump Removal*. A stump is present and recommended to be removed.
7. **Defects**—DRG identifies the conditions which indicate the presence of structural defects recording only the most significant condition and limit conditions to the following:
 - a. Dead and dying branches.
 - b. Broken and/or hanging branches.
 - c. Branch attachment (adventitious, codominant, multiple, overextended).
 - d. Trunk condition (canker, bulges, ridges).
 - e. Cracks.
 - f. Decay or cavity (large trunk wound).
 - g. Tree architecture (lean, bows, taper, live crown ratio).
 - h. Root problem (dead, decayed, missing, abnormal, girdling, lack of flare).
8. **Risk Rating**—DRG evaluates risk and assigns a risk rating based on an assessment of the failure mode (i.e., branch, whole tree, codominant stem) with the most significant risk. The specified period for the risk assessment is one year. The risk part of this inventory and evaluation is to maintain compliance with the most recent standards and practices in the

arboricultural industry. It is important to note that our inspections are “rapid assessments” and are meant to show a need for further study, and thus are not legally binding in any litigation.

DRG used the following criteria and matrices, based on the *International Society of Arboriculture Best Management Practices - Tree Risk Assessment*, Second Edition (E. Thomas Smiley, Nelda Matheny, and Sharon Lilly 2017), to arrive at a risk rating.

- a. *Likelihood of Failure*. Identifies the most probable failure and rates the likelihood that structural defect(s) will result in failure based on observed current conditions.
- b. *Likelihood of Impacting a Target*. The rate of occupancy of targets within the target zone and any factors that could affect the failed tree as it falls towards the target.
- c. *Consequences of Failure*. The consequences of tree failure are based on the level of target and potential harm that may occur. Consequences can vary depending on the size of the defect, a distance of fall for the tree or limb, and any other factors that may protect a target from harm. Target values are subjective, but DRG staff try to assess them from our client's perspective.

As shown in the matrix below, the likelihood of failure and the likelihood of target determine the likelihood of tree failure impacting a target.

Likelihood of Failure	Likelihood of Impacting Target			
	Very Low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

DRG’s urban foresters estimate the risk rating by combining the likelihood of tree failure impacting a target and the consequences of failure in the matrix below. Risk ratings are Low, Moderate, High, and Extreme. A Low Risk tree poses a low overall level of risk. A Moderate Risk tree may pose some threat, particularly during storm events or unusual weather. A High Risk tree presents a high likelihood of tree or tree part failure, even during normal weather conditions. An Extreme Risk tree always poses a significant risk and probability of failure.

Likelihood of Failure	Consequences			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Even though trees may pose multiple risks at once, DRG assigns one risk rating to each tree during the inventory process. The risk rating serves only as a prioritization mechanism and is not a guarantee; Chesterfield must determine the level of acceptable risk.

9. **Risk Assessment Complete**—Staff record if they are not able to complete the assessment due to obstructions, safety concerns, or other unforeseen site conditions.
10. **Residual Risk**—DRG estimates residual risk as None, Moderate, High, or Extreme for each inventoried tree, assuming that the recommended maintenance was carried out. DRG based residual risk solely on professional judgment, and our assessment of residual risk is not a guarantee or warranty of risk reduction.
11. **Further Inspection**—Trees in this category need added and future inspections due to a variety of issues beyond the scope of a standard tree inventory. Categories for further inspection include:
 - a. Annual inspection (e.g., a tree with a defect requiring annual monitoring).
 - b. Recent damage inspection (e.g., a healthy tree affected by recent construction or other damage).
 - c. Advanced risk assessment (e.g., a tree with a defect needing added or specialized equipment for investigation).
 - d. Insect/disease monitoring (e.g., a tree that appears to have an emerging insect or disease problem).
 - e. None.
12. **Date of Inventory**—The date the DRG urban forester collected the data.

Appendix D

TERMS & CONDITIONS AND LIMITED WARRANTY

- All pricing is valid for six months from the date of this proposal.
- Time and materials (T&M) estimates may fluctuate and will be billed accordingly. Fixed fee contract prices will be billed as shown.
- Invoicing will be submitted monthly for work performed, unless otherwise agreed upon.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.

Limited Warranty

Davey Resource Group, Inc. ("DRG") provides this limited warranty ("Limited Warranty") in connection with the provision of services by DRG (collectively the "Services") under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the "Agreement").

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the "Warranty Period"), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation ("Observational Data") of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, "Subjects"), the Observational Data will pertain only to the specific point in time it is collected (the "Time of Collection"). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of

Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, "Changes"]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. When performing tree inventories or assessments, DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG's guidance on your permitting and license requirements, DRG's guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, "Source Information"). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. **This remedy will be your sole and exclusive remedy and DRG's entire liability for any breach of this Limited Warranty.** You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

Davey

Client Responsibilities

1. Provide DRG with imagery, maps, and data files. Our request may include the following: digital orthophotographs, available GIS data layers, other electronic or paper copies of maps for roads, pavement widths, right-of-way widths, boundaries and utilities, and an electronic file or printed list of street names and endpoints. This is only recommended if Chesterfield has this information.
2. Provide daily contact information and directions during the inventory project.
3. Provide a copy of any existing tree inventory database(s).
4. Coordinate and host a kick-off meeting before the start of fieldwork.
5. The limitations of the Scope of Work are outlined in Appendix D. By accepting this proposal, Chesterfield accepts DRG's Limited Warranty and agrees that, upon award, this proposal and its attachments will be made a part of the Agreement.

Investment

Tree Inventory

- | | |
|--|--------------------------|
| <input checked="" type="checkbox"/> Computerized inventory data collection of up to 18,000 existing trees for a cost of: | \$70,000 lump sum |
| <input checked="" type="checkbox"/> Additional inventory data collection above 18,000 sites at a unit rate of: | \$3.90/site |



Pricing is good for 90 days
Proposal Date: January 23, 2024

OTHER LEGISLATION

- A. Bill No. 3489** – An Ordinance authorizing the City of Chesterfield, Missouri to initiate condemnation proceedings to terminate a lease; and authorizing certain city officials and officers to execute all instruments necessary to carry out the intent of this Ordinance. **(Second Reading)**

- B. Bill No. 3490** – An Ordinance authorizing the City of Chesterfield, Missouri to initiate condemnation proceedings to acquire property; and authorizing certain city officials and officers to execute all instruments necessary to carry out the intent of this Ordinance. **(Second Reading)**

- C. Bill No. 3491** – An Ordinance authorizing the City of Chesterfield, Missouri to initiate condemnation proceedings to terminate that amended and restated easement, restriction and operating agreement, as amended, and further supplemented by the Chesterfield Mall supplemental agreement; and authorizing certain city officials and officers to execute all instruments necessary to carry out the intent of this ordinance **(Second Reading)**

- D. Bill No. 3492** – An Ordinance of the City of Chesterfield, Missouri authorizing and approving a redevelopment agreement by and between the City and TSG Downtown Chesterfield Redevelopment, LLC in connection with the redevelopment of that portion of the redevelopment area designate as RPA-1 under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; Authorizing certain actions by city officials and officers; and containing a severability clause. **(Second Reading)**

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

There is no New Business scheduled for this meeting.

AN ORDINANCE AUTHORIZING THE CITY OF CHESTERFIELD, MISSOURI TO INITIATE CONDEMNATION PROCEEDINGS TO TERMINATE A LEASE; AND AUTHORIZING CERTAIN CITY OFFICIALS AND OFFICERS TO EXECUTE ALL INSTRUMENTS NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE.

WHEREAS, the City of Chesterfield, Missouri (the “City”) is a political subdivision, duly organized and existing under the Constitution and laws of the State of Missouri; and

WHEREAS, the power of eminent domain is expressly granted to the City pursuant to Chapter 353 of the Revised Statutes of Missouri, as amended (“RSMo”); and

WHEREAS, on August 7, 2023, the City Council of the City passed and the Mayor approved Ordinance No. 3250 that, among other things, (i) declared a certain area of the City as a “blighted area” as defined under Chapter 353, RSMo, and (ii) adopted the “Chesterfield Regional 353 Development Plan & Project” (as may be amended from time to time, the “Development Plan”), all in accordance with Chapter 353 RSMo; and

WHEREAS, on August 7, 2023, the City Council of the City passed and the Mayor approved Ordinance No. 3251 that, among other things, approved a Redevelopment Agreement by and between the City and TSG Downtown Chesterfield Redevelopment, LLC dated August 7, 2023, relating to the implementation of the Development Plan (as amended and supplemented from time to time, the “Agreement”); and

WHEREAS, the City has identified property, within the area of the Development Plan, for the present and future needs of serving the public and the public purposes in accordance with the Development Plan and in furtherance of the Redevelopment Project (as defined in the Agreement); and

WHEREAS, the City has identified a certain “Lease” (encumbering a portion of the property within the area of the Development Plan), which “Lease” is dated September 16, 2005, and was originally entered into by and between Chesterfield Parcel LLC, as landlord, and The Cheesecake Factory Restaurants, Inc., as tenant for the premise located at 2028 Chesterfield Center, Chesterfield, Missouri 63017 (the “Lease”); and

WHEREAS, TSG Downtown Chesterfield Redevelopment LLC is the current landlord under the Lease; and

WHEREAS, the City has determined that it is necessary and proper for the City to terminate the Lease through its powers of eminent domain, and as further described in the Development Plan, the Agreement, and pursuant to Chapter 353 RSMo.

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

Section 1. The City has determined that it is necessary and proper for the City to terminate the Lease pursuant to Chapter 353 RSMo, and in accordance with the Development Plan and the Agreement.

Section 2. The Lease is to be terminated by the City through its powers of eminent domain authorized by Chapter 353 RSMo and as further provided in the Development Plan, the Agreement, and in accordance with Chapter 523, RSMo.

Section 3. The Mayor of the City or his designated representatives are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, and to execute and deliver for and on behalf of the City all certificates, instruments, agreements or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized, with no such further action of the City Council being necessary to authorize the Mayor or his designated representatives to do same.

Section 4. It is hereby declared to be the intention of the City Council that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the City Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 5. The WHEREAS clauses of this Ordinance are hereby incorporated herein by reference.

[The remainder of this page is intentionally left blank.]

Section 6. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed and approved this _____ day of _____, 2024.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

FIRST READING HELD: _____

Vickie McGownd, CITY CLERK

AN ORDINANCE AUTHORIZING THE CITY OF CHESTERFIELD, MISSOURI TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY; AND AUTHORIZING CERTAIN CITY OFFICIALS AND OFFICERS TO EXECUTE ALL INSTRUMENTS NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE.

WHEREAS, the City of Chesterfield, Missouri (the “City”) is a political subdivision, duly organized and existing under the Constitution and laws of the State of Missouri; and

WHEREAS, the power of eminent domain is expressly granted to the City pursuant to Chapter 353 of the Revised Statutes of Missouri, as amended (“RSMo”); and

WHEREAS, on August 7, 2023, the City Council of the City passed and the Mayor approved Ordinance No. 3250 that, among other things, (i) declared a certain area of the City as a “blighted area” as defined under Chapter 353, RSMo, and (ii) adopted the “Chesterfield Regional 353 Development Plan & Project” (as may be amended from time to time, the “Development Plan”), all in accordance with Chapter 353 RSMo; and

WHEREAS, on August 7, 2023, the City Council of the City passed and the Mayor approved Ordinance No. 3251 that, among other things, approved a Redevelopment Agreement by and between the City and TSG Downtown Chesterfield Redevelopment, LLC dated August 7, 2023, relating to the implementation of the Development Plan (as amended and supplemented from time to time, the “Agreement”); and

WHEREAS, the City has identified property, within the area of the Development Plan, for the present and future needs of serving the public and the public purposes in accordance with the Development Plan and in furtherance of the Redevelopment Project (as defined in the Agreement); and

WHEREAS, the City needs to acquire the property known as Parcel Locator Number 18S130070 by the Assessor’s Office of St. Louis County, Missouri, and as legally described on **EXHIBIT A**, attached hereto and incorporated herein by reference (the “Property”) to serve the public and the public purposes in accordance with the Development Plan and in furtherance of the Redevelopment Project; and

WHEREAS, the City has determined that it is necessary and proper for the City to acquire the Property through its powers of eminent domain, and as

further described in the Development Plan, the Agreement, and pursuant to Chapter 353 RSMo.

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

SECTION 1. The City has determined that it is necessary and proper for the City to acquire the Property pursuant to Chapter 353 RSMo, and in accordance with the Development Plan and the Agreement.

SECTION 2. The Property is to be acquired by the City through its powers of eminent domain authorized by Chapter 353 RSMo and as further provided the Development Plan, the Agreement, and in accordance with Chapter 523, RSMo.

SECTION 3. The Mayor of the City or his designated representatives are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, and to execute and deliver for and on behalf of the City all certificates, instruments, agreements or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized, with no such further action of the City Council being necessary to authorize the Mayor or his designated representatives to do same.

SECTION 4. It is hereby declared to be the intention of the City Council that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the City Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION 5. The WHEREAS clauses of this Ordinance are hereby incorporated herein by reference.

Section 6. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed and approved this _____ day of _____, 2024.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

FIRST READING HELD: _____

Vickie McGownd, CITY CLERK

EXHIBIT A

Legal Description of Property

Lot C101E of Chesterfield Village Area "A" Phase One, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 158 Pages 96 and 97 of the St. Louis County Records, being more particularly described as follows: Commencing at the Northern most corner of Lot C101F; thence North 07 degrees 41 minutes 25 seconds East, 177.14 feet to the Southwest corner of Lot C101E and the TRUE POINT OF BEGINNING of the herein described tract; thence along the West line of said Lot, North 07 degrees 41 minutes 25 seconds East, 649.99 feet to the Northwest corner of said Lot; thence along the North line of said Lot the following three (3) calls: Thence North 59 degrees 47 minutes 31 seconds East, 334.47 feet; thence North 27 degrees 13 minutes 31 seconds East, 85.00 feet; thence North 01 degree 19 minutes 07 seconds East, 74.92 feet of the Northeast corner of said Lot; thence along the East line of said Lot the following Three (3) calls: thence South 35 degrees 00 minutes 01 seconds East, 60.00 feet; thence South 27 degrees 13 minutes 31 seconds West, 233.25 feet; thence South 13 degrees 31 minutes 44 seconds East, 419.01 feet to the Southeast corner of said Lot; thence along the South line of said Lot the following three (3) calls: thence South 76 degrees 28 minutes 16 seconds West, 134.35 feet; thence along a curve to the left having a chord bearing South 56 degrees 04 minutes 47 seconds West, 278.73 feet, a radius of 400.00 feet, and an arc length of 284.70 feet; thence South 35 degrees 41 minutes 25 seconds West, 137.91 feet to the Southwest corner of said Lot and the point of beginning.

Commonly known as: 595 Chesterfield Ctr, Chesterfield, MO 63017

AN ORDINANCE AUTHORIZING THE CITY OF CHESTERFIELD, MISSOURI TO INITIATE CONDEMNATION PROCEEDINGS TO TERMINATE THAT AMENDED AND RESTATED EASEMENT, RESTRICTION AND OPERATING AGREEMENT, AS AMENDED, AND FURTHER SUPPLEMENTED BY THE CHESTERFIELD MALL SUPPLEMENTAL AGREEMENT; AND AUTHORIZING CERTAIN CITY OFFICIALS AND OFFICERS TO EXECUTE ALL INSTRUMENTS NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE.

WHEREAS, the City of Chesterfield, Missouri (the “City”) is a political subdivision, duly organized and existing under the Constitution and laws of the State of Missouri; and

WHEREAS, the power of eminent domain is expressly granted to the City pursuant to Chapter 353 of the Revised Statutes of Missouri, as amended (“RSMo”); and

WHEREAS, on August 7, 2023, the City Council of the City passed and the Mayor approved Ordinance No. 3250 that, among other things, (i) declared a certain area of the City as a “blighted area” as defined under Chapter 353, RSMo, and (ii) adopted the “Chesterfield Regional 353 Development Plan & Project” (as may be amended from time to time, the “Development Plan”), all in accordance with Chapter 353 RSMo; and

WHEREAS, on August 7, 2023, the City Council of the City passed and the Mayor approved Ordinance No. 3251 that, among other things, approved a Redevelopment Agreement by and between the City and TSG Downtown Chesterfield Redevelopment, LLC dated August 7, 2023, relating to the implementation of the Development Plan (as amended and supplemented from time to time, the “Agreement”); and

WHEREAS, the City has identified property, within the area of the Development Plan, for the present and future needs of serving the public and the public purposes in accordance with the Development Plan and in furtherance of the Redevelopment Project (as defined in the Agreement); and

WHEREAS, the City has identified that certain Amended and Restated Easement, Restriction and Operating Agreement by and among St. Louis West Joint Venture, Sears, Roebuck and Co., Construction Developers, Incorporated, Dillard’s Department Stores, Inc., and The May Department Stores dated November 1, 1995, as amended from time to time (the “A&R”), and as further

supplemented by the Chesterfield Mall Supplemental Agreement by and among St. Louis West Joint Venture, Construction Developers, Incorporated, and Dillard Department Stores, Inc. dated November 1, 1995 (the “Supplemental Agreement”) (the A&R, as supplemented by the Supplemental Agreement and more fully described on **EXHIBIT A**, attached hereto and incorporated herein by reference, being collectively referred to herein as the “REA”); and

WHEREAS, the REA encumbers a portion of the property within the area of the Development Plan; and

WHEREAS, the City has determined that it is necessary and proper for the City to terminate the REA through its powers of eminent domain, and as further described in the Development Plan, the Agreement, and pursuant to Chapter 353 RSMo.

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

Section 1. The City has determined that it is necessary and proper for the City to terminate the REA pursuant to Chapter 353 RSMo, and in accordance with the Development Plan and the Agreement.

Section 2. The REA is to be terminated by the City through its powers of eminent domain authorized by Chapter 353 RSMo and as further provided in the Development Plan, the Agreement, and in accordance with Chapter 523 RSMo.

Section 3. The Mayor of the City or his designated representatives are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, and to execute and deliver for and on behalf of the City all certificates, instruments, agreements or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized, with no such further action of the City Council being necessary to authorize the Mayor or his designated representatives to do same.

Section 4. It is hereby declared to be the intention of the City Council that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the City Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid

portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 5. The WHEREAS clauses of this Ordinance are hereby incorporated herein by reference.

Section 6. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed and approved this _____ day of _____, 2024.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: _____

EXHIBIT A

Description of REA

Amended and Restated Easement, Restriction and Operating Agreement by and among St. Louis West Joint Venture, Sears, Roebuck and Co., Construction Developers, Incorporated, Dillard's Department Stores, Inc., and The May Department Stores dated November 1, 1995, recorded February 22, 1996 in Book 10746 page 2434, as amended by the First Amendment to Amended and Restated Easement, Restriction and Operating Agreement dated February 22, 1996 and recorded February 22, 1996 in Book 10746 page 2562 and as further supplemented by the Chesterfield Mall Supplemental Agreement by and among St. Louis West Joint Venture, Construction Developers, Incorporated and Dillard Department Stores, Inc. dated November 1, 1995.

AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI AUTHORIZING AND APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY AND TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC IN CONNECTION WITH THE REDEVELOPMENT OF THAT PORTION OF THE REDEVELOPMENT AREA DESIGNATED AS RPA-1 UNDER THE CHESTERFIELD TAX INCREMENT FINANCING REDEVELOPMENT PLAN & PROJECT; AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS AND OFFICERS; AND CONTAINING A SEVERABILITY CLAUSE.

WHEREAS, the City of Chesterfield, Missouri (the “City”), is a political subdivision duly organized and existing under the Constitution and laws of the State of Missouri; and

WHEREAS, the City has established the Chesterfield Regional Tax Increment Financing Commission of the City of Chesterfield, Missouri (the “TIF Commission”), in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “TIF Act”); and

WHEREAS, the City identified a certain area for redevelopment referred to as the “Chesterfield Regional Area” (referred to herein as the “Redevelopment Area,” and as further defined in the herein-defined Redevelopment Agreement); and

WHEREAS, on October 12, 2022, in accordance with Planning & Public Works Procedure No. PPW-1057 of the City, the City posted a request for development proposals to redevelop the Redevelopment Area; and

WHEREAS, on or about November 3, 2022, in response to the City’s request for development proposals, TSG Downtown Chesterfield Redevelopment, LLC (the “Developer”) presented to the City its submission, wherein the Developer sought to be named developer for a portion of the Redevelopment Area (the “Redevelopment Proposal”); and

WHEREAS, on November 21, 2022, the TIF Commission adopted a resolution recommending that the City Council adopt an ordinance in the form required by the TIF Act: (i) adopting a redevelopment plan titled “Chesterfield Regional Tax Increment Financing Redevelopment Plan and Project,” dated October 21, 2022, as amended, and as may be further subsequently revised in accordance with the TIF Act (the “Redevelopment Plan”); (ii) approving and designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act; and (iii) approving redevelopment projects for the respective

redevelopment project areas within the Redevelopment Area as described in the Redevelopment Plan; and

WHEREAS, on December 14, 2022, after due consideration of the TIF Commission’s recommendations, the City Council adopted Ordinance No. 3217, which (i) designated a portion of the City as the Redevelopment Area; (ii) found that such Redevelopment Area is a blighted area; and (iii) approved the Redevelopment Plan; and

WHEREAS, the City Council has determined that acceptance of the Redevelopment Proposal, designation of Developer as “developer” for RPA-1 and entering into the Redevelopment Agreement for RPA-1 (the “Redevelopment Agreement”) by and between the City and Developer are in the best interests of the City, and the health, safety and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan; and

WHEREAS, the City desires to assist in the redevelopment of the Redevelopment Area by authorizing and approving the Redevelopment Agreement.

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

Section 1. The City Council hereby finds, determines and declares that it is necessary and desirable to enter into the Redevelopment Agreement by and between the City and the Developer. The Redevelopment Agreement shall be in substantially the form attached hereto as **Exhibit A**, and incorporated herein by reference, which Redevelopment Agreement is hereby approved by the City Council with such changes therein as shall be approved by the Mayor as shown by the Mayor’s execution of the Redevelopment Agreement.

Section 2. The WHEREAS clauses of this Ordinance are hereby incorporated herein by reference.

Section 3. The Mayor of the City or his designated representatives are hereby authorized to take any and all actions as may be necessary and appropriate in order to carry out the matters herein authorized and in the Redevelopment Agreement, with no such further action of the City Council being necessary to authorize such action by the Mayor or his designated representatives.

Section 4. The Mayor of the City or his designated representatives, with the advice and concurrence of the City Attorney, is hereby further authorized to make any changes to the Redevelopment Agreement approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized,

with no such further action of the City Council being necessary to authorize such changes by the Mayor or his designated representatives.

Section 5. It is hereby declared to be the intention of the City Council that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the City Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 6. 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: _____

[The remainder of this page is intentionally left blank.]

EXHIBIT A

Redevelopment Agreement

(On file with City Clerk.)