



**AGENDA  
CITY COUNCIL MEETING  
Chesterfield City Hall  
690 Chesterfield Parkway West  
Monday, March 4, 2024  
7:00 PM**

- I. CALL TO ORDER** – Mayor Bob Nation
  
- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation
  
- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation
  
- IV. ROLL CALL** – City Clerk Vickie McGownd
  
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
  - A. Executive Session Minutes** – February 20, 2024
  - B. City Council Meeting Minutes** – February 20, 2024
  
- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
  - A. Thursday, March 7, 2024 – Planning & Public Works (5:30pm)**
  - B. Monday, March 18, 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. **(Second 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.**(Second Reading) Planning and Public Works Committee recommends approval.**
3. **Proposed Bill No. 3495 - P.Z. 12-2023 West County YMCA:** An ordinance amending the Zoning Ordinance 2520 of the City of Chesterfield by changing the boundaries of the “PC” Planned Commercial District to a new “PC” Planned Commercial District for a 5.61 acre tract of land located west of W. Chesterfield Pkwy, south of Burkhardt Place, and north of Veteran’s Place Dr. (18t340388, 18t620217). **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended. Green Sheet Amendment recommended by Planning & Public Works Committee with the condition that the medical office be permitted as an accessory use.**
4. **Next Meeting – Thursday, March 7, 2024 (5:30pm)**

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

1. **Destruction of Records –** Authorization to destroy records in accordance with F&A Policy No. 1 and the Records Retention Schedule for the State of Missouri. **(Voice Vote) Finance and Administration Committee recommends approval.**
2. **Proposed Resolution No.496 – Personnel Manual Revisions A** Resolution to adopt and implement revisions to the Salary Administration Manual for the City of Chesterfield. **(Voice Vote) Finance and Administration Committee recommends approval.**
3. **Proposed Resolution No.497 – Salary Manual Revisions A** Resolution to adopt and implement revisions to the Salary Administration manual for the City of Chesterfield. **(Voice Vote) Finance and Administration Committee recommends approval.**
4. **Proposed Resolution No.498 – Bid Protest** A Resolution of the City of Chesterfield, Missouri adopting bidding protest procedures for use in

the North Outer 40 Sanitary Sewer Improvements. **(Voice Vote)**  
**Finance and Administration Committee recommends approval.**

- 5. Proposed Bill No. 3496 – Phased Retirement Agreement** An Ordinance of The City of Chesterfield adopting the October 5, 2023 continuity of operations plan prepared by the City Administrator and authorizing the Mayor to enter into a phased retirement agreement with Michael O. Geisel, The City Administrator. **(First Reading)**  
**Finance and Administration Committee recommends approval.**

**6. Next Meeting – not yet scheduled**

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

- 1. 2024 Sculpture on the Move** - In each of the last several years, the City has participated in the annual “Sculpture on the Move program, which is administered by the Creative Communities Alliance. Sculptures are offered, and distributed through a “draft” selection process, and then are offered on a two-year loan to participating Cities, at a cost of \$2,000. In this year’s draft, the City of Chesterfield drafted from the eighth (8th) slot and was able to select our third priority art piece, Lee Leuning and Sherry Treeby’s “Gotta Practice” from our top ten list of art sculptures previously identified as our preferred choices. The Parks, Recreation and Arts Committee recommends that the City Council accept this piece, and if accepted a separate recommendation to locate the sculpture will be forwarded from the PRACAC.

**2. 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 with Blue Sheet Amendments.**

**2. Next Meeting – not yet scheduled**

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

- A. Bid Recommendation – 2024 Sidewalk Replacement Project B:** Recommendation to accept the low bid submitted by Amcon Municipal Concrete and to authorize the City Administrator to enter into an agreement with Amcon Municipal Concrete for the 2024 Sidewalk Replacement Project B, in an amount not to exceed \$200,000. This project is budgeted within

Account 120-079-5497 of the Capital Projects Sidewalk Improvement Fund.  
**(Roll Call Vote) Department of Public Works recommends approval.**

**B. Bid Recommendation - Public Works Facility Overhead Doors -**  
Recommendation to authorize the City Administrator to approve a Purchase Order in the amount of \$50,000 to Zumwalt Corporation for the replacement of four overhead doors at the Public Works Facility. **(Roll Call Vote) Department of Public Works recommends approval.**

**C. Liquor License - Popshelf (34 THF Blvd) -** has requested a new liquor license for retail sale of all kinds of intoxicating liquor, not to be consumed on premise, and Sunday sales. **(Voice Vote) Application has been reviewed by the Police Department and the Planning Department. There are no known outstanding municipal violations**

## **XI. OTHER LEGISLATION**

## **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.**



## RECORD OF PROCEEDING

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

**FEBRUARY 20, 2024**

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The meeting was called to order at 7:02 p.m.

President Pro-Tem Mary Ann Mastorakos 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

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

#### ABSENT

Mayor Bob Nation

#### APPROVAL OF MINUTES

The minutes of the January 29, 2024 Special City Council Meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Hansen, to approve the January 29, 2024 Special City Council Meeting Minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the January 29, 2024 Executive Session were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Budoor, to approve the January 29, 2024 Executive Session Minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the February 5, 2024 Executive Session were submitted for approval. Councilmember Monachella made a motion, seconded by Councilmember Hansen, to approve the February 5, 2024 Executive Session Minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the February 5, 2024 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Hansen, to approve the February 5, 2024 City Council Minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

### **INTRODUCTORY REMARKS**

President Pro-Tem Mary Ann Mastorakos announced that the next meeting of City Council is scheduled for Monday, March 4, at 7 p.m.

### **COMMUNICATIONS AND PETITIONS**

Ms. Patricia Tocco, 14720 Whitebrook Drive, expressed her concerns related to Bill No. 3481- Firearms Regulations.

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

### **APPOINTMENTS**

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

### **COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION**

#### **Planning & Public Works Committee**

Bill No. 3493      Amends 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**

Councilmember Merrell Hansen, Chairperson of the Planning & Public Works Committee, made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3493.

Bill No. 3494 Amends the traffic generation assessment (“TGA”) Trust Fund Rate Schedule of the City of Chesterfield, Missouri. **(First Reading)**  
**Planning and Public Works Committee recommends approval.**

Councilmember Merrell Hansen, Chairperson of the Planning & Public Works Committee, made a motion, seconded by Councilmember Budoor, for the first reading of Bill No. 3494.

Councilmember Hansen announced that the next meeting of this Committee is scheduled for Thursday, February 22, 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 scheduled for Tuesday, February 27, at 5:30 p.m.

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

Chairperson of the Parks, Recreation & Arts Committee, Councilmember Mary Monachella informed Council that 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.

Councilmember Monachella, Chairperson of the Parks, Recreation & Arts Committee, made a motion, seconded by Councilmember Hurt, to approve the recommendation from the Parks, Recreation and Arts Committee, directing staff to proceed with development of a strategy to replace the 27-year-old Aquatic Facility, including design services and financing recommendations. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Monachella, Chairperson of the Parks, Recreation & Arts Committee, made a motion, seconded by Councilmember Moore, to approve a \$5,000 fund transfer from the Parks fund-fund reserve, to the appraisal and to accept a 15-acre land donation consisting of property immediately adjacent to Railroad Park. A roll call vote was taken with the following results: Ayes – McGuinness, Moore, Budoor, Mastorakos, Hansen, Wahl, Monachella and Hurt. Nays – None. President Pro-Tem Mary Ann Mastorakos declared the motion passed.

Chairperson of the Parks, Recreation & Arts Committee, Councilmember Mary Monachella informed Council that 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 Staff update the 2019 report based on current information and the inclusion of the additional 15 acre land acquisition.

Councilmember Mary Monachella, Chairperson of the Parks, Recreation & Arts Committee, announced that the next meeting of this Committee is not yet scheduled.

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

Bill No. 3481 Amends 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.**

Councilmember Moore made a motion, seconded by Councilmember Hansen, to postpone action on Bill No. 3481 until the next meeting and direct City Attorney Chris Graville to prepare a Blue Sheet Amendment to address the last section of the bill dealing with possession of weapons. Councilmember McGuinness made a motion to amend the delay until the City Attorney has time to complete the Blue Sheet Amendment, the motion to amend died for lack of second. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Mary Ann Mastorakos, Chairperson of the Public Health & Safety Committee, announced that the next meeting of this Committee is not yet scheduled.

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

City Administrator Mike Geisel reported that Staff is recommending award of a contract for 2024 Concrete Replacement Area A. 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 lowest and best bid from M&H Concrete Contractors for concrete slab replacement Project A and authorization for the City Administrator to execute a contract with M&H Concrete Contractors in an amount not to exceed \$2,000,000.00. Councilmember Moore made a motion, seconded by Councilmember Hurt, 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. President Pro-Tem Mary Ann Mastorakos declared the motion passed.

City Administrator Mike Geisel reported that Staff is recommending award of a contract for 2024 Concrete Replacement Area B. 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 lowest and best bid from Amcon Municipal Concrete LLC for concrete slab replacement Project B and authorization for the City Administrator to execute a contract with Amcon Municipal Concrete LLC in an amount not to exceed \$1,800,000. Councilmember Hansen made a motion, seconded by Councilmember Monachella, 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. President Pro-Tem Mary Ann Mastorakos declared the motion passed.

City Administrator Mike Geisel reported that Staff is recommending award of a contract for Public Works Facility Mezzanine. 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 lowest and best bid from Aspire Construction Services LLC and authorization for the City Administrator to execute a contract with Aspire Construction Services LLC in an amount not to exceed \$436,000. Councilmember Monachella made a motion, seconded by Councilmember Budoor, 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. President Pro-Tem Mary Ann Mastorakos declared the motion passed.

City Administrator Mike Geisel reported that Staff is recommending award of a contract for 2024 Sidewalk Replacement Project A. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending approval of the lowest and best bid from Lift-Rite for sidewalk leveling and authorization for the City Administrator to execute a contract with Lift-Rite in an amount not to exceed \$100,000. Councilmember Hansen 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. President Pro-Tem Mary Ann Mastorakos declared the motion passed. Councilmember Moore made a motion, seconded by Councilmember Monachella to approve the bid from Amcon Municipal Concrete LLC for sidewalk replacement and to authorize the City Administrator to execute a contract with Amcon Municipal Concrete LLC in an amount not to exceed \$200,000. A roll call vote was taken with the following results: Ayes – McGuinness, Moore, Budoor, Mastorakos, Hansen, Wahl, Monachella and Hurt. Nays – None. President Pro-Tem Mary Ann Mastorakos declared the motion passed.

City Administrator Mike Geisel reported that Staff is recommending award of a contract for Street Tree Inventory. 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 lowest and best bid from Davey Resource Group for Street Tree Inventory and authorization for the City Administrator to execute a contract with Davey Resource Group an amount not to exceed \$75,000. Councilmember Monachella made a motion, seconded by Councilmember Budoor, 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. President Pro-Tem Mary Ann Mastorakos declared the motion passed.

### **OTHER LEGISLATION**

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 (**Second 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 (**Second 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 (**Second 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 (**Second Reading**)

Councilmember Monachella made a motion, seconded by Councilmember Budoor, for the second 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 second time.

A roll call vote was taken for the passage and approval of Bill No 3489 with the following results: Ayes – Mastorakos, Monachella, Hurt, Hansen, Wahl, McGuinness, Budoor and Moore. Nays – None. Whereupon President Pro-Tem declared Bill No 3489, passed, approved, and it became Ordinance 3278

A roll call vote was taken for the passage and approval of Bill No 3490 with the following results: Ayes – Mastorakos, Monachella, Hurt, Hansen, Wahl, McGuinness, Budoor and Moore. Nays – None. Whereupon President Pro-Tem declared Bill No 3490, passed, approved, and it became Ordinance 3279

A roll call vote was taken for the passage and approval of Bill No 3491 with the following results: Ayes – Mastorakos, Monachella, Hurt, Hansen, Wahl, McGuinness, Budoor and Moore. Nays – None. Whereupon President Pro-Tem declared Bill No 3491, passed, approved, and it became Ordinance 3280.

A roll call vote was taken for the passage and approval of Bill No 3492 with the following results: Ayes – Mastorakos, Monachella, Hurt, Hansen, Wahl, McGuinness,

Budoor and Moore. Nays – None. Whereupon President Pro-Tem declared Bill No 3492, passed, approved, and it became Ordinance 3281.

**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 7:43 p.m.

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

**ATTEST:**

\_\_\_\_\_  
Amanda Hurley, Deputy City Clerk

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

## **AGENDA REVIEW – MONDAY, March 4, 2024 – 6:00 PM**

An AGENDA REVIEW meeting has been scheduled to start at **6:00 PM, on Monday, March 4, 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, March 7, 2024 – Planning & Public Works (5:30pm)**

**B. Monday, March 18, 2024 – City Council (7:00pm)**

## **COMMUNICATIONS AND PETITIONS**

## **APPOINTMENTS**

There are no appointments scheduled for Monday's meeting.

## **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. **(Second 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. **(Second Reading) Planning and Public Works Committee recommends approval.**
- C. Proposed Bill No. 3495 - P.Z. 12-2023 West County YMCA:** An ordinance amending the Zoning Ordinance 2520 of the City of Chesterfield by changing the boundaries of the “PC” Planned Commercial District to a new “PC” Planned Commercial District for a 5.61 acre tract of land located west of W. Chesterfield Pkwy, south of Burkhardt Place, and north of Veteran’s Place Dr. (18t340388, 18t620217). **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended. Green Sheet Amendment recommended by Planning & Public Works Committee with the condition that the medical office be permitted as an accessory use.**
- D. Next Meeting – Thursday, March 7, 2024 (5:30pm)**

### **NEXT MEETING**

The next meeting of the Planning and Public Works Committee is scheduled for Thursday, March 7, 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 Monday’s meeting.

# MEMORANDUM

TO: Mike Geisel, City Administrator  
FROM: Justin Wyse, Director of Planning **JW**  
SUBJECT: Planning & Public Works Committee Meeting Summary  
Thursday, February 22, 2024



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A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, February 22, 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: Guy Tilman, Planning Commission Chair; Justin Wyse, Director of Planning; Councilmember Gary Budoor; Isaak Simmers, Planner; Patrick Bell, Planning Technician; Theresa Barnicle, Recording Secretary; Ty Wagner, West County YMCA VP of Properties; and Scott Clark, Project Manager for KAI Design.

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

## I. APPROVAL OF MEETING SUMMARY

### A. Approval of the February 8, 2024 Committee Meeting Summary

**Councilmember Monachella** made a motion to approve the Meeting Summary of February 8, 2024. The motion was seconded by **Councilmember Mastorakos** and **passed by a voice vote of 4-0**.

## II. UNFINISHED BUSINESS

## III. NEW BUSINESS

- A. **P.Z. 12-2023 West County YMCA**: A request to amend an existing “PC” Planned Commercial District for a 5.6-acre tract of land located west of W. Chesterfield Pkwy, south of Burkhardt Place, and north of Veteran’s Place Dr. (Ward 4)

## **STAFF PRESENTATION**

**Mr. Isaak Simmers, City Planner**, presented the proposal from KAI Design, on behalf of the West County YMCA. The request is to amend an existing ordinance for a “PC” Planned Commercial District located at the northwest intersection of Burkhardt Place and Veterans Place Drive to modify their specific development criteria and allow “Office-Medical” as a permitted use.

Mr. Simmers explained that the applicant has requested modifications to their current ordinance by increasing the maximum allowed square footage from 74,000SF to 84,000SF, and reducing their required open space from 35% to 30%. The applicant has also requested "Office-medical" be added as a permitted use. "Office-medical" is a use that can be considered in a Planned Commercial District and has been proposed as preparation for a future partnership with medical provider.

The existing governing ordinance encompasses 5.61-acres of the YMCA property and 3.52 acres of Central Park Lake. The entire property was once owned by the YMCA until it was transferred to City ownership in 2007. The proposed ordinance amendment will eliminate the 3.52-acres of park owned by the City, bringing the YMCA's open space percentage to roughly 32% prior to any future renovation, thus requiring the applicant to request the 5% reduction. The applicant amended their site plan in January 2024 for a renovation and expansion of the YMCA facility, which included minor modifications to the parking area. This included the removal of two areas of parking to meet the 35% open space requirement that is currently in their ordinance. The applicant hopes to receive approval for the reduction and amend the site plan again to keep the two parking aisles.

### **PLANNING COMMISSION REPORT**

A Public Hearing was held for the proposed amendment on October 09, 2023. Concerns were raised regarding the request to increase building density and reduce the open space. The applicant has since provided Staff with an explanation for the proposed open space reduction included in the narrative. Planning Commission voted on the petition on February 12, 2024 and made two motions; a motion to recommend approval that passed by a vote of 7-0, and a motion to recommend the approval of amending the open space requirement from 35% to 30%. The motion passed by a vote of 7-0.

### **DISCUSSION**

Discussion ensued regarding concerns over the usage of the medical facility. Mr. Wagner explained that the medical clinic would be partnering with a major hospital in the area to provide services that this location, and would not be so much of an "urgent care" concept. The primary goal of the add-on would be to service the YMCA facilities, with services targeted towards members who could utilize medical services, and staff of the medical facility being able to utilize the amenities of the YMCA.

Another issue concerning the medical facility, was the hours that it would be permitted to operate. Points were brought up that many zoning ordinances with the future Downtown Chesterfield development will soon need to be passed, which led into a discussion on how it would affect this with future nearby developments. Councilmember Hurt was of the belief that the council needed to become consistent in what is passed, citing the Downtown Chesterfield development. He mentioned that ordinances that are passed in the future should be more site specific, instead of user specific. Councilmembers Monachella and Hansen shared in this viewpoint of consistency, stating that the reason to consider the hours of operation at all are to accommodate the people who live in the neighborhood.

An amendment to the original motion suggesting that whatever business occupied the site would have its hours of operation capped at a cutoff time of 10 p.m. was made by Councilmember Hansen. It was seconded by Councilmember Monachella. While Councilmembers Hurt and Hansen stated they were concerned about how the area was going to be developed.

Councilmember Mastorakos was not in favor of assigning separate operating hours restrictions to the medical facility versus the YMCA facility. She thinks this amendment is too restrictive and should be coupled with the Y's hours of operation.

Planning Commission Chair Tilman brought up the point that this is an urban mixed-use development, so the council should consider to be more flexible about the hours of operation. He cited the example of the City of Clayton and how many people complained because businesses have a restricted closing time there, ruining many opportunities for consumers to patronize a restaurant or shop because they are closed. Overall, the Council was unsure of how to proceed with the 10 p.m. amendment, and voted in a tie so that it could be overridden. However, they would like it noted that it was discussed and can be revisited in a future City Council meeting.

**Councilmember Monachella made a motion to forward P.Z. 12-2023 West County YMCA to City Council with the recommendation to approve with the condition that the medical office be permitted as an accessory use.** The motion was seconded by Councilmember Mastorakos. and **passed by a voice vote of 4-0.**

**[Please see the attached report prepared by Justin Wyse, Director of Planning, for additional information on P.Z. 12-2023 West County YMCA.]**

#### **IV. OTHER**

#### **V. ADJOURNMENT**

The meeting adjourned at 6:20 p.m.

# Memorandum

## Department of Public Works



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

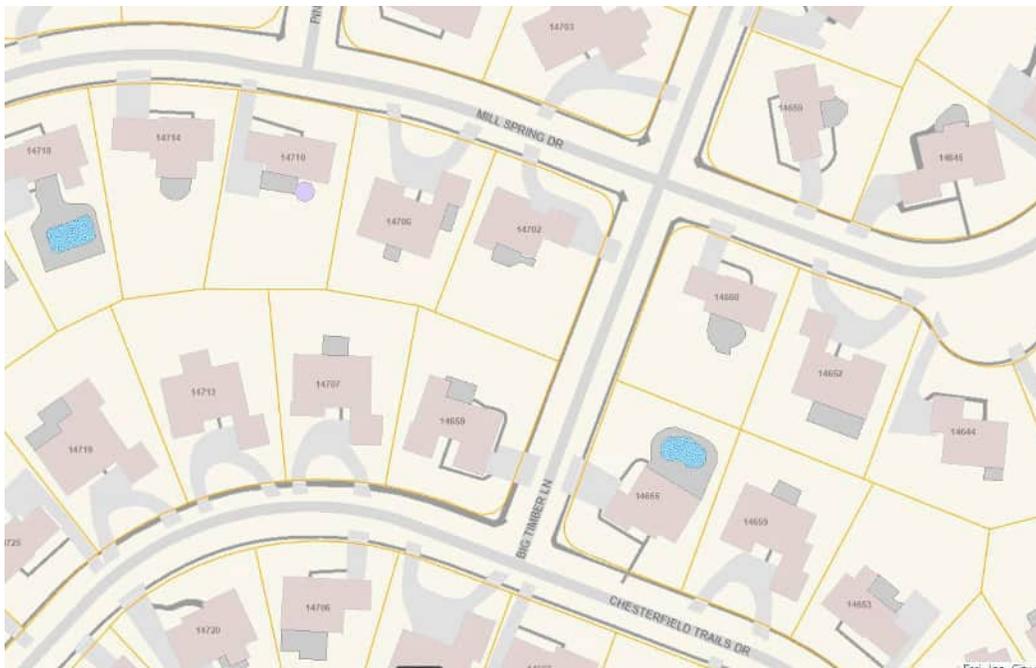
**FROM:** James A. Eckrich, P.E. *JAE*  
Public Works Dir. / City Engineer

**DATE:** January 29, 2024

**RE:** Yield Control – Big Timber and Mill Spring

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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 Atkinson

14703 Mill SPRING DR.

Theresa Marguerite

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 20<sup>th</sup>, 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.

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### 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 8<sup>th</sup>, 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

# Memorandum

## Department of Planning



**To:** City Council

**From:** Justin Wyse, Director of Planning

**Date:** March 04, 2024

JW

**RE:** **P.Z. 12-2023 West County YMCA:** A request to amend an existing “PC” Planned Commercial District for a 5.6-acre tract of land located west of W. Chesterfield Pkwy, south of Burkhardt Place, and north of Veteran’s Place Dr. (18T340388, 18T620217).

### **Summary**

KAI Design, on behalf of the West County YMCA, has submitted a request to amend an existing ordinance for a “PC” Planned Commercial District located at the northwest intersection of Burkhardt Place and Veterans Place Drive to modify their specific development criteria and allow “Office-Medical” as a permitted use.

The applicant has requested modifications to their current ordinance by increasing the maximum allowed square footage from 74,000SF to 84,000SF, and reducing their required open space from 35% to 30%. The applicant has also requested “Office-medical” be added as a permitted use to the Attachment A. “Office-medical” is a use that can be considered in a Planned Commercial District and has been proposed as preparation for a future partnership with a medical provider.

A Public Hearing was held for the proposed amendment on October 09, 2023. Concerns were raised regarding the request to increase building density and reduce the open space. The applicant has since provided an explanation for the proposed open space reduction included in the narrative. Planning Commission voted on the petition on February 12, 2024 and made two motions; a motion to recommend approval that passed by a vote of 7-0, and a motion to recommend the approval of amending the open space requirement from 35% to 30%. The motion passed by a vote of 7-0.

Planning and Public Works Committee reviewed the request on February 22, 2024. A motion was made to forward P.Z. 12-2023 West County YMCA to City Council with the recommendation to approve with the green sheet amendment that the Office-Medical use will be accessory to the Community Center / Recreation Facility, and the hours of operation for Office-Medical shall be restricted to the hours of the Community Center / Recreation Facility. The motion passed by voice vote of 4 to 0.

Please find additional information regarding the proposed ordinance amendment attached to this report.

Attachments

1. Green Sheet
2. Legislation
3. Attachment A
4. Attachment B - Preliminary Site Development Plan

**GREEN SHEET AMENDMENTS**

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

**AMENDMENT 1: (Page 1 of 7)**

Section I. Specific Criteria, A

**I. SPECIFIC CRITERIA**

**A. PERMITTED USES**

1. The uses allowed in this “PC” Planned Commercial District shall be:

a. Community Center/ Recreation Facility including but not limited to:

- i. Auditorium
- ii. Gymnasium
- iii. Natatorium
- iv. Multi-purpose Rooms
- v. Day Care Center
- vi. Office-Medical

~~b. Office-Medical~~

2. The above uses in the “PC” Planned Commercial District shall be restricted as follows:

a. No outside sports fields.

3. Hours of Operation

a. Hours of operation for this “PC” District shall not be restricted.

**b. Hours of operation for Office-Medical shall be restricted to the hours of operation for the Community Center / Recreation Facility.**

BILL NO. 3495

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

**AN ORDINANCE AMENDING THE ZONING ORDINANCE 2520 OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF THE “PC” PLANNED COMMERCIAL DISTRICT TO A NEW “PC” PLANNED COMMERCIAL DISTRICT FOR A 5.61 ACRE TRACT OF LAND LOCATED WEST OF W. CHESTERFIELD PKWY, SOUTH OF BURKHARDT PLACE, AND NORTH OF VETERAN’S PLACE DR. (18T340388, 18T620217).**

**WHEREAS**, the petitioner, West County YMCA, has requested a change in zoning from the “PC” Planned Commercial District to new “PC” Planned Commercial District for a 5.61-acre tract of land located west of W. Chesterfield Pkwy, south of Burkhardt Place, and north of Veteran’s Place Dr. (18T340388, 18T620217).

**WHEREAS**, a Public Hearing was held before the Planning Commission on October 09, 2023; and,

**WHEREAS**, the Planning Commission, having considered said request, recommended approval of the change of zoning, with amendment, by a vote of 7-0; and,

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

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

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

**Section 1.** City of Chesterfield Zoning Ordinance 2520 and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a “PC” Planned Commercial District designation for a 5.61-acre tract of land located west of W. Chesterfield Pkwy, south of Burkhardt Place, and north of Veteran’s Place Dr. (18T340388, 18T620217).

A TRACT OF LAND BEING PART OF “YMCA,” A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 283 PAGE 37 OF THE ST.

LOUIS COUNTY RECORDS AND LOT 11 OF "DOWNTOWN CHESTERFIELD – PLAT ONE", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 357 PAGE 185 OF THE ST. LOUIS COUNTY RECORDS, IN U.S. SURVEY 415 AND 2002, TOWNSHIP 45 NORTH – RANGE 4 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID "YMCA;" THENCE EASTWARDLY ALONG THE NORTH LINE OF SAID "YMCA" NORTH 61 DEGREES 01 MINUTES 50 SECONDS EAST 103.30 FEET AND ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 28 DEGREES 58 MINUTES 10 SECONDS EAST 775.00 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 52.49 FEET TO THE ACTUAL POINT OF BEGINNING; THENCE EASTWARDLY ALONG THE NORTH LINE OF SAID "YMCA" AND THE SOUTH LINE OF BURKHARDT PLACE, 43 FEET WIDE, ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 25 DEGREES 05 MINUTES 19 SECONDS EAST 775.00 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 651.46 FEET TO A POINT; THENCE SOUTHEASTWARDLY ALONG THE SOUTHWEST LINE OF SAID BURKHARDT PLACE, 43 FEET WIDE, ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 23 DEGREES 04 MINUTES 25 SECONDS WEST 525.00 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 325.17 FEET AND SOUTH 31 DEGREES 26 MINUTES 20 SECONDS EAST 226.00 FEET TO THE NORTH LINE OF VETERANS' PLACE DRIVE, 50 FEET WIDE, THENCE ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 58 DEGREES 33 MINUTES 40 SECONDS WEST 20.00 FEET, FROM THE LAST MENTIONED POINT, A DISTANCE OF 31.42 FEET TO A POINT; THENCE SOUTHWESTWARDLY ALONG THE NORTH LINE OF SAID VETERANS' PLACE DRIVE, 50 FEET WIDE, SOUTH 58 DEGREES 33 MINUTES 40 SECONDS WEST 204.07 FEET TO THE SOUTHWEST LINE OF SAID LOT 11, THENCE NORTHWESTWARDLY ALONG SAID SOUTHWEST LINE NORTH 54 DEGREES 37 MINUTES 51 SECONDS WEST 31.55 FEET, THENCE NORTHWESTWARDLY ALONG THE NORTHEAST LINE OF LOT 10 OF SAID OF "DOWNTOWN CHESTERFIELD – PLAT ONE", NORTH 51 DEGREES 51 MINUTES 31 SECONDS WEST 103.57 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 32 DEGREES 55 MINUTES 58 SECONDS EAST 27.20 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 14.22 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 02 DEGREES 59 MINUTES 08 SECONDS WEST 80.33 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 24.67 FEET TO A POINT; THENCE

ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 20 DEGREES 35 MINUTES 04 SECONDS WEST 30.29 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 19.73 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 57 DEGREES 54 MINUTES 19 SECONDS WEST 15.60 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 21.63 FEET TO A POINT; THENCE NORTH 60 DEGREES 37 MINUTES 07 SECONDS WEST 242.23 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 28 DEGREES 49 MINUTES 23 SECONDS WEST 123.69 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 33.67 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 13 DEGREES 13 MINUTES 36 SECONDS WEST 226.91 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 8.93 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS NORTH 10 DEGREES 58 MINUTES 20 SECONDS EAST 140.58 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 34.46 FEET TO A POINT; THENCE NORTH 64 DEGREES 58 MINUTES 53 SECONDS WEST 71.11 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS NORTH 25 DEGREES 01 MINUTES 06 SECONDS EAST 193.22 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 72.68 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 46 DEGREES 34 MINUTES 11 SECONDS WEST 210.00 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 69.73 FEET TO A POINT; THENCE NORTH 62 DEGREES 27 MINUTES 17 SECONDS WEST 161.55 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 27 DEGREES 32 MINUTES 43 SECONDS WEST 110.00 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 31.67 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS NORTH 11 DEGREES 02 MINUTES 58 SECONDS EAST 70.67 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 31.08 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 36 DEGREES 14 MINUTES 58 SECONDS WEST 114.46 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 20.64 FEET TO A POINT; THENCE NORTH 64 DEGREES 04 MINUTES 50 SECONDS WEST 81.26 FEET TO THE ACTUAL POINT OF BEGINNING AND CONTAINING 5.617 ACRES ACCORDING TO A SURVEY BY VOLZ INCORPORATED.

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

**Section 3.** The City Council, pursuant to the petition filed by West County YMCA, in P.Z. 12-2023, requesting the rezoning embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 09<sup>th</sup> day of October, 2023, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

ATTEST:

\_\_\_\_\_  
Vickie McGownd, CITY CLERK

FIRST READING HELD: 03/04/2024

## **ATTACHMENT A**

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

### **I. SPECIFIC CRITERIA**

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

1. The uses allowed in this "PC" Planned Commercial District shall be:
  - a. Community Center/ Recreation Facility including but not limited to:
    - i. Auditorium
    - ii. Gymnasium
    - iii. Natatorium
    - iv. Multi-purpose Rooms
    - v. Day Care Center
  - b. Office-Medical
2. The above uses in the "PC" Planned Commercial District shall be restricted as follows:
  - a. No outside sports fields.
3. Hours of Operation
  - a. Hours of operation for this "PC" District shall not be restricted.

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

1. FLOOR AREA
  - a. Total building floor area shall not exceed 84,000 square feet.
2. HEIGHT
  - a. The maximum height of any structure, exclusive of roof screening, shall not exceed three (3) stories.
3. BUILDING REQUIREMENTS
  - a. A minimum of thirty percent (30%) open space is required for this development.

#### **C. SETBACKS**

1. STRUCTURE SETBACKS

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

- a. Twenty (20) feet from the boundaries of this "PC" Planned Commercial District with the exception of the following:
  - b. Zero (0) feet from the southeastern property line bearing S 57° 29' 34" W.
2. PARKING SETBACKS

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

- a. Ten (10) feet from the boundaries of this "PC" Planned Commercial District with the exception of the following:
- b. Zero (0) feet from the southeastern property line bearing S 57° 29' 34" W.

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

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

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

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

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

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

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

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

#### **H. ARCHITECTURAL**

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

#### **I. ACCESS/ACCESS MANAGEMENT**

1. Access to the development shall be limited to two (2) driveways on Burkhardt Place as shown on the Preliminary Site Plan and adequate sight distance shall be provided, as directed by the City of Chesterfield.
2. If adequate sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement and other off-site improvements may be required to provide the required sight distance as required by the City of Chesterfield and the agency in control of the right of way off which the access is proposed.
3. Provide cross access easements and temporary slope construction license or other appropriate legal instruments or agreements guaranteeing permanent access between this site and all adjacent properties as directed by the City of Chesterfield.

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

1. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield. No gate installation will be permitted on public right of way.
2. Obtain approvals from the City of Chesterfield for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.

#### **K. TRAFFIC STUDY**

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

#### **L. STORM WATER**

1. Storm sewer shall be as approved by the City of Chesterfield and the Metropolitan St. Louis Sewer District.

**M. SANITARY SEWER**

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

**N. POWER OF REVIEW**

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

**O. GEOTECHNICAL REPORT**

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

**P. MISCELLANEOUS**

1. All utilities will be installed underground.
2. An opportunity for recycling will be provided.
3. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield and St. Louis County Department of Transportation or MoDOT. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
4. Retaining walls along public right of way shall be private and remain private forever and shall be located such that it is not necessary to support any public improvements.

**II. GENERAL CRITERIA**

**A. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS**

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

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Outboundary plat and legal description of property.

3. Density calculations.
4. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.
5. Provide openspace percentage for overall development including separate percentage for each lot on the plan.
6. Provide Floor Area Ratio (F.A.R.).
7. A note indicating all utilities will be installed underground.
8. A note indicating signage approval is a separate process.
9. Depict the location of all buildings, size, including height and distance from adjacent property lines, and proposed use.
10. Specific structure and parking setbacks along all roadways and property lines.
11. Indicate location of all existing and proposed freestanding monument signs.
12. Zoning district lines, subdivision name, lot number, dimensions, and area, and zoning of adjacent parcels where different than site.
13. Floodplain boundaries.
14. Depict existing and proposed improvements within 150 feet of the site as directed. Improvements include, but are not limited to, roadways, driveways and walkways adjacent to and across the street from the site, significant natural features, such as wooded areas and rock formations, and other karst features that are to remain or be removed.
15. Depict all existing and proposed easements and rights-of-way within 150 feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.
16. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
17. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending 150 feet beyond the limits of the site as directed.
18. Address trees and landscaping in accordance with the City of Chesterfield Code.
19. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.
20. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.
21. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport, Metropolitan St. Louis Sewer District (MSD) and the Missouri Department of Transportation.

22. Compliance with Sky Exposure Plane.

23. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

### **III. TRUST FUND CONTRIBUTION**

1. The developer shall be required to contribute to the applicable Traffic Generation Assessment (TGA) area as established by City of Chesterfield Ordinance 3207 or amendments thereafter.

#### **A. ROADS**

- i. The roadway improvement contribution is based on land and building use. The roadway contributions are necessary to help defray the cost of engineering, right-of-way acquisition, and major roadway construction. This contribution shall be established by the City of Chesterfield Trust Fund Rate Schedule effective at the time of development.
- ii. The Traffic Generation Assessment (TGA) contribution shall be made prior to the issuance of a Municipal Zoning Approval (MZA) by the City of Chesterfield.
- iii. Allowable credits for required improvements will be awarded as directed by the City of Chesterfield. Sidewalk construction and utility relocation, among other items, are not considered allowable credits.
- iv. As this development is located within a trust fund area, any portion of the traffic generation assessment contribution which remains following completion of road improvements required by the development will be retained in the appropriate trust fund.

### **IV. RECORDING**

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

### **V. ENFORCEMENT**

1. The City of Chesterfield, Missouri will enforce the conditions of this ordinance in accordance with the Plan approved by the City of Chesterfield and the terms of this Attachment A.
2. Failure to comply with any or all the conditions of this ordinance will be adequate cause for revocation of approvals/permits by reviewing Departments and Commissions.
3. Non-compliance with the specific requirements and conditions set forth in this Ordinance and its attached conditions or other Ordinances of the City of

Chesterfield shall constitute an ordinance violation, subject, but not limited to, the penalty provisions as set forth in the City of Chesterfield Code.

4. Waiver of Notice of Violation per the City of Chesterfield Code.
5. This document shall be read as a whole and any inconsistency to be integrated to carry out the overall intent of this Attachment A.



## **FINANCE AND ADMINISTRATION COMMITTEE**

Chair: Councilmember Michael Moore

Vice-Chair: Barbara McGuinness

- A. Destruction of Records** – Authorization to destroy records in accordance with F&A Policy No. 1 and the Records Retention Schedule for the State of Missouri. **(Voice Vote) Finance and Administration Committee recommends approval.**
  
- B. Proposed Resolution No. 496 Personnel Manual Revisions** – City Council authorized a comprehensive review of the City’s Personnel Manual which would concurrently incorporate personnel policies that had been implemented since the last formal adoption. The Finance and Administration Committee unanimously recommended approval of the proposed updated manual. **Finance and Administration Committee recommends approval.**
  
- C. Proposed Resolution No. 497 Salary Administration Manual Revisions** – As first initiated in 2023, the City’s executive management team reviewed the City’s Salary Administration Manual and recommended changes to address budget and compensation management issues. The Finance and Administration Committee unanimously recommended approval of the proposed changes. **Finance and Administration Committee recommends approval**
  
- D. Proposed Resolution No. 497 Bid Protest** A Resolution of the City of Chesterfield, Missouri adopting bidding protest procedures for use in the North Outer 40 Sanitary Sewer Improvements. **(Voice Vote) Finance and Administration Committee recommends approval.**
  
- E. Proposed Bill No. 3496 – Phased Retirement Agreement** An Ordinance of The City of Chesterfield adopting the October 5, 2023 continuity of operations plan prepared by the City Administrator and authorizing the Mayor to enter into a phased retirement agreement with Michael O. Geisel, The City Administrator. **(First Reading) Finance and Administration Committee recommends approval.**
  
- F. Next Meeting – not yet scheduled**

### **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 Monday’s meeting.



**DATE:** February 12, 2024  
**TO:** Jeannette Kelly, Director of Finance  
**FROM:** Vickie McGownd, City Clerk *vjm*  
**SUBJECT:** Destruction of Records

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The recommended guideline of the Secretary of State is that "the disposition of records should be recorded in a document such as the minutes of the City Council or other legally constituted authority that has permanent record status".

The following records have met or exceeded State retention requirements and no longer hold any significance for the City:

See attached Records Destruction List

Please add "Destruction of Records in Accordance with F&A Policy No. 1 and the Records Retention Schedule for the State of Missouri" to the next Finance & Administration Committee meeting agenda.



RESOLUTION NO. 496

A RESOLUTION to ADOPT AND IMPLEMENT A UPDATED  
EMPLOYEE MANUAL FOR THE CITY OF CHESTERFIELD

WHEREAS, The Chesterfield City Council previously adopted the City's employee manual; and,

WHEREAS, The City of Chesterfield desires to establish and maintain a uniform plan of employee conduct; and,

WHEREAS, The City of Chesterfield collaborated with legal counsel, McMahon Berger to review and update the City's Employee Manual to ensure legal compliance; and,

WHEREAS, The City of Chesterfield believe that providing a modern and legally compliant system of personnel administration which will support the City of Chesterfield's role as an equal opportunity employer, and in which fair and equal opportunity shall be accorded to all qualified persons to be employed, promoted and retained; and,

WHEREAS, The City of Chesterfield strives to be an attractive employer and to encourage each employee to render their best service to residents, businesses, and visitors to the City; and,

WHEREAS, The City of Chesterfield desires to provide managers and supervisors direction and guidance in administration and to ensure that it is fair and consistent to individual employees and the City of Chesterfield.

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

Section 1. The updated City of Chesterfield Personnel Rules and Regulations, are hereby adopted and incorporated herein by reference as attached hereto and marked as "Exhibit A", which shall supersede and replace all prior versions thereof.

Section 2. The City Administrator of the City of Chesterfield, being the Chief Administrative Officer of the City as provided for in Section 110 of the Chesterfield Municipal Code and is responsible for the administration and management of the business and employees of the City. The City Administrator is hereby directed and authorized to implement the updated employee manual and provide a copy of the employee manual to all City of Chesterfield Employees.

Section 3. The City Administrator is further authorized and directed to amend and modify the employee manual as necessary from time to time, in order to maintain legal compliance and to meet the goals, policies, and directives of the City Council.

Section 4. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

This Resolution passed and approved on this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

\_\_\_\_\_  
MAYOR BOB NATION

ATTEST:

\_\_\_\_\_  
CITY CLERK  
VICKIE MCGOWND

# City of Chesterfield Employee Handbook



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## Section I Introduction

### CITY ADMINISTRATOR WELCOME

Welcome to the City of Chesterfield. We are delighted that you have chosen to join our organization. We are confident that you will find the City of Chesterfield a dynamic and rewarding place to work and we look forward to a productive and successful association.

We consider the employees of the City of Chesterfield to be one of its most valuable resources. Our employee handbook has been prepared to guide the employer/employee relationship; to help you understand some of the general policies, work rules, benefits, and compensation. These benefits and policies are designed to make the City of Chesterfield a great place to work. Please read the entire manual carefully. It will be a valuable reference resource during your employment.

Policies outlined in this handbook may vary for certain employees. For example, certain employees of the police department may be covered by provisions of their collective bargaining agreement. Additionally, department specific policies may not be included in this Handbook.

The City of Chesterfield is a progressive, vibrant, thriving residential and business community, incorporated in 1988. We are confident that we have selected employees who will help us grow and prosper in the years to come. City government is a demanding and challenging endeavor, and we are counting on the efforts of every individual to help us successfully meet our goals. Our goal is to provide our services professionally and treat our employees, residents, businesses, customers, and suppliers with respect and fairness. We value the contribution you can make to these objectives, and we are pleased to have you on our team.

If you have any questions about the information contained in this handbook, either your Supervisor, Department Head, or Human Resources will be happy to assist you.

### ORGANIZATION OF THE CITY GOVERNMENT

The City of Chesterfield is incorporated as a third-class city under the statutes of the State of Missouri. Chesterfield was founded on June 1, 1988.

Chesterfield has a Mayor/City Council/City Administrator form of government. The City Council serves as the legislative branch of the City Government, and the

Mayor as Chief Executive Officer of the City. Ordinances have delegated day-to-day administrative duties and superintending authority over all City employees to the City's Chief Administrative Officer, the City Administrator.

For administrative and representative purposes, the City of Chesterfield is divided into four wards. Two council members are elected for two-year terms from each ward, one in even-numbered years and one in odd-numbered years. The Mayor is elected for a four-year term. The Mayor presides over meetings of the City Council and may vote only in the case of a tie. The Mayor has the power of veto.

City Administrator. The City Administrator is responsible for the administration and technical direction of the City's personnel program. The City Administrator administers the personnel program as outlined in the City ordinances and this employee handbook. The City Administrator performs all lawful and necessary duties required for the effective administration of the personnel system and authorizes all persons to be included on the payroll.

### INTRODUCTORY STATEMENT

This handbook contains information about the City of Chesterfield, also referenced as "City," and summarizes general human resources policies and employee benefits. The primary objective of the outlined benefits and policies is to provide a work environment that is conducive to both personal and professional growth. Employee understanding and compliance with the outlined provisions will help ensure an optimal experience with the City of Chesterfield. Employees are encouraged to check with their Supervisor, Department Head, or Human Resources with any questions they might have.

A few essential points to remember while reading this handbook:

- For employee benefits, the material provided in this handbook is a basic summary of the benefits provided by the City's benefit plans. In case of any conflict between this general description and the actual plan document, the plan document will govern.
- This handbook is for informational purposes. The policies stated are not conditions of employment and are not intended to create, nor should an employee ever interpret them to create any contractual rights or limit the City's discretion.
- Only the City Administrator has the authority to enter into any agreement for any specified period of time or include arrangements that are different from those outlined in this handbook. If such an agreement is made, it must be in writing and signed by the employee and the City Administrator.
- The City reserves the right at any time to change, revoke, suspend, or terminate any or all policies, with or without notice, prospectively or retroactively. The City and its Department Heads are responsible for interpreting and applying the policies and practices discussed in this handbook in their good faith judgment. However, if any policy/practice or

application conflicts with the laws of Missouri, the law will supersede City policies if they apply to your situation.

This handbook replaces any previous handbook or personnel policies, practices, and guidelines. Questions, feedback, and ideas concerning employee benefits or practices are welcome and may be submitted to your Supervisor, Department Head, or Human Resources.

We wish all employees success with the City of Chesterfield and hope our City will provide a rewarding experience.

### EMPLOYMENT AT WILL

Employment at the City of Chesterfield is on an at-will basis, meaning that you can resign at any time and that similarly, the City of Chesterfield may terminate the employment relationship at will at any time, for any reason, with or without notice. Only the City Administrator has the authority to enter into any agreement for employment for a specific period. Any such agreement will not be enforceable unless it is in writing and signed by the City Administrator and the employee.

Nothing in this employee handbook creates or is intended to create an employment agreement, express or implied. Nothing contained in this or any other document provided to the employee is intended to be, nor should it be, construed as a contract that the City of Chesterfield will continue employment or any benefit for any period. The policies and benefits stated herein may be amended or deleted at any time at the City's sole discretion. In addition, no City representative is authorized to modify this policy for any employee or to enter into any agreement, oral, or written, that changes the at-will relationship.

Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended to and do not create an employment contract for any specific period.

Nothing in this statement is intended to interfere with, restrain, or prevent employee's concerted activity. Such action includes employee communications regarding wages, hours, or other terms or conditions of employment. City of Chesterfield employees have the right to engage in or refrain from such activities.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the City Administrator of the City of Chesterfield.



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## Section II

# Equal Opportunity and Commitment to Diversity

### EQUAL EMPLOYMENT OPPORTUNITY

The City of Chesterfield provides equal employment opportunities to all employees and applicants for employment without regard to race, color, creed, ancestry, national origin, citizenship, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, religion, age, disability, genetic information, service in the military, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Equal employment opportunity applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

The City of Chesterfield expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is not tolerated.

The City of Chesterfield will endeavor to make reasonable accommodation of an otherwise qualified applicant or employee related to an individual's physical or mental disability, sincerely held religious beliefs and practices, or any other reason required by applicable law unless doing so would impose an undue hardship upon the City of Chesterfield's operations.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Human Resource Manager. The City will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. Employees who feel they have been subjected to any such retaliation should bring it to the attention of the Human Resource Manager.

Retaliation means adverse conduct taken because an individual reported an actual or a perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- Shunning and avoiding an individual who reports harassment, discrimination, or retaliation;
- Express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination, or retaliation; *or*

- Denying employment benefits because an applicant or employee reported harassment, discrimination, or retaliation or participated in the reporting and investigation process.

Other examples of retaliation include firing, demotion, denial of promotion, unjustified negative evaluations, increased surveillance, harassment, and assault.

Complaints of discrimination should be filed according to the procedures described in the Harassment and Complaint Procedure.

### AMERICANS WITH DISABILITIES ACT (ADA) AND REASONABLE ACCOMMODATION

The City of Chesterfield is committed to the fair and equal employment of individuals with disabilities under the ADA. It is the City's policy to provide reasonable accommodation to qualified individuals with disabilities unless the accommodation would impose an undue hardship on the City. The City of Chesterfield prohibits any harassment of, or discriminatory treatment of, employees or applicants based on a disability or because an employee has requested a reasonable accommodation.

In accordance with the ADA, reasonable accommodations will be provided to qualified individuals with disabilities to enable them to perform the essential functions of their jobs or to enjoy the equal benefits and privileges of employment. An employee or applicant with a disability may request an accommodation from the Human Resources Department and should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. The City then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made, or if any other possible accommodations are appropriate. If requested, the employee is responsible for providing medical documentation regarding the disability and possible accommodations. All information obtained concerning the medical condition or history of an applicant or employee will be treated as confidential information, maintained in separate medical files, and disclosed only as permitted by law.

It is the policy of the City to prohibit harassment or discrimination based on disability or because an employee has requested a reasonable accommodation. The City prohibits retaliation against employees for exercising their rights under the ADA or other applicable civil rights laws. Employees should use the procedures described in the Harassment and Complaint Procedure to report any harassment, discrimination, or retaliation they have experienced or witnessed.

## COMMITMENT TO DIVERSITY

The City of Chesterfield is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the City's success and are valued for their skills, experience, and unique perspectives. This commitment is embodied in City policy and how we function at the City of Chesterfield and is an essential principle of sound business management.

## HARASSMENT AND COMPLAINT PROCEDURE

It is the City of Chesterfield's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or third party based on actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws. Such conduct will not be tolerated by the City of Chesterfield.

Furthermore, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. The City will take all reasonable steps necessary to prevent and eliminate unlawful harassment.

Definition of "unlawful harassment." "Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, a hostile, or an offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or another characteristic protected by state or federal law.

Definition of "sexual harassment." While all forms of harassment are prohibited, special attention should be paid to sexual harassment. "Sexual harassment" can include all of the above actions, as well as other unwelcome conduct, and is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature whereby:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions.
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, a hostile, or an offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets; jokes; written or oral references to sexual conduct; gossip regarding one's sex life; comments about an individual's body; and comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; *and*
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual or other harassment and retaliation against individuals for cooperating with an investigation of sexual or other harassment complaints violate the City of Chesterfield's policy.

Complaint procedure. If you believe you have been subject to or have witnessed unlawful discrimination, including sexual or other forms of unlawful harassment, or other inappropriate conduct, you must promptly make a complaint directly to your immediate supervisor or department manager, the Human Resource Manager, or any other member of management with whom you feel comfortable bringing such a complaint. Similarly, if you observe acts of discrimination toward or harassment of another employee, you must promptly report this to one of the individuals listed above.

All complaints will be investigated promptly, and confidentiality will be protected to the extent possible. A timely resolution of each complaint should be reached and communicated to the parties involved.

If the investigation confirms conduct that violates this policy has occurred, the City will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.



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## Section III Conflicts of Interest and Confidentiality

### CONFLICTS OF INTEREST

The City of Chesterfield expects all employees to conduct themselves and City business in a manner that reflects the highest standards of ethical conduct and per all federal, state, and local laws and regulations. This includes avoiding actual and potential conflicts of interest.

Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. The City recognizes and respects the individual employee's right to engage in activities outside of employment that are private in nature and do not in any way conflict with or reflect poorly on the City.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises in which there is a potential conflict of interest, the employee should discuss this with a manager for advice and guidance on how to proceed. The list below suggests some of the types of activities that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics.

A conflict of interest refers to a situation in which private interests or personal considerations may affect an employee's judgment in acting in the best interest of the City of Chesterfield. It includes:

- Using an employee's position, confidential information, City time, material, or facilities for private gain or advancement or the expectation of personal gain or improvement.
- A conflict may occur when an interest benefits any employee's family, friends, or business associates.
- Accepting gifts or gratuities of significant value (i.e., greater than \$25.00) from an outside organization, agency, citizen, or other entity.
- Participating in civic or professional organization activities in a manner that divulges confidential City information.
- Misusing privileged information or revealing confidential data to outsiders.

Gifts and Gratuities. No employee may solicit or accept gifts of substantial value (i.e., more than \$25.00), lavish entertainment, or other benefits from potential and actual customers, suppliers, or competitors. Special care must be taken to avoid even the impression of a conflict of interest. Any gifts of substantial or impactful value should be returned to the gifter.

- An employee may entertain potential or actual customers and receive entertainment if such entertainment is consistent with accepted business practices, does not violate any law or generally accepted ethical standards, and the public disclosure of facts will not embarrass the City.
- Small gifts, food products, or tokens of nominal value are often delivered to the City by vendors. It is the City's policy that the recipient is to advise the City Clerk of the gift, such that a thank you note can be issued by the City Clerk on behalf of the City of Chesterfield.
- Employees are free to immediately put nominal gifts into use like calendars, mousepads, and office products.
- If the gift can be consumed at a City facility, individuals are free to open it and make it available to all employees to consume while at work. Examples: Fruit, candy, and nuts.
- If the gift cannot be consumed at a City facility, it should be forwarded to the City Clerk for an employee raffle.

Employees should consult with their supervisor if there is the uncertainty of the appropriateness of accepting gifts.

Consequences of Non-Compliance. Failure to comply with this policy may result in disciplinary action up to and including termination of employment.

### CONFIDENTIAL INFORMATION

The protection of confidential information is vital to the interests and success of The City of Chesterfield. All City of Chesterfield records and information relating to the City of Chesterfield or its customers are confidential and employees must, therefore, treat all matters accordingly.

No City of Chesterfield or City of Chesterfield-related information, including without limitation, documents, notes, files, records, oral information, computer files or similar materials (except in the ordinary course of performing duties on behalf of the City of Chesterfield) may be removed from the City of Chesterfield's premises without permission from the City of Chesterfield.

All data, forms, manuals, and other records and written material prepared or compiled by employees or furnished to employees while employed at the City of Chesterfield are the sole and exclusive property of the City of Chesterfield. Additionally, the contents of the City of Chesterfield's records or information otherwise obtained in regard to business may not be disclosed to anyone, except where required for a business purpose.

Employees must not disclose any confidential information, purposefully or inadvertently through casual conversation), to any unauthorized person inside or outside the City. Employees who are unsure about the confidential nature of specific information must ask their supervisor for clarification.

An employee who improperly uses or discloses confidential information will be subject to disciplinary action up to and including termination of employment and legal action, even if the employee does not actually benefit from the disclosed information.

All inquiries from the media seeking the official position of the City on an issue or topic must be referred to the City Administrator or Department Head. This provision is not intended to, and should not be interpreted to, prohibit employees from discussing wages and other terms and conditions of employment if they so choose.

### EMPLOYEE PRIVATE INTERESTS

Employees with a substantial or private interest in any measure, bill, or other ordinance proposed or pending before the City must disclose the interest while the matter is pending and before approval. A substantial or private interest includes if the employee, or the employee's spouse or dependent children, whether singularly or collectively or indirectly, own the following:

- 10% or more of any business entity; or
- The receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from an individual, partnership, organization, or association within any calendar year.

### PROHIBITED POLITICAL ACTIVITY

Employees of the City are encouraged to exercise their right to vote. However, no employee shall make use of City time or equipment to aid an individual political candidate, political party, or political cause, or use a City position to persuade, coerce, or intimidate any person in the interest of a political candidate political party, or political reason.

Employees may not wear campaign buttons or display other evidence of support of a political candidate or issue while on duty.

Any City employee who becomes a candidate for any elective office involving the City of Chesterfield shall immediately forfeit their position with the City.

City employees may not participate in or assist any candidate for elections to City office except by individual ballot. This prohibition is not intended to interfere with the appropriate exercise of an employee's job duties to inform or educate candidates for City office concerning State statutes, City ordinances, filing procedures, and other requirements.

Employees may participate or contribute to the election or appointment of public officials to offices other than those for a City office if pursued on their own time and without City equipment.

### EMPLOYEE CANDIDACY FOR OFFICE

Any City employee who becomes a candidate for any elected City office must immediately resign their position with the City. An Employee cannot be a candidate for the Office of Mayor or City Council. An employee cannot engage directly or indirectly in sponsoring any person as a candidate for Mayor or City Council. Any employee violating this policy shall be discharged from the City of Chesterfield.

Any City employee who becomes a candidate or is chosen to fill an elective office other than elected City offices must immediately place on file with their Department Head and the City Administrator a statement indicating:

- That no City personnel, time, or equipment will be used to assist in the campaign or in carrying out the responsibilities of the elective office.
- An outline of steps to ensure that the employee's job responsibilities will be carried out effectively without political interference during the campaign and any acquired elective office is held for the duration.

### GUIDELINES FOR EXECUTIVE AND ADMINISTRATIVE EMPLOYEES

Certain City positions are more susceptible than others to conflicts of interest. Under Missouri Revised Statutes on prohibited acts by public officers and employees (RSMO 105.454), executive and administrative employees must abide by the following guidelines:

- May not perform any service for the City for payment or compensation other than compensation for the performance of their official duties, unless the additional monies are paid in accordance with an award or contract made after public notice and competitive bidding and provided that the employee's bid or offer is the lowest received;
- May not sell, rent, or lease any property to the City and receive consideration unless the transaction is made under an award on a contract made after public notice and in the case of property other than real property, competitive bidding and provided that the employee's bid or offer is the lowest received.
- Employees may not participate directly, or indirectly to acquire surplus property disposed of by the City. Employees are prohibited from participating in auctions, or otherwise using third parties to acquire surplus property.
- Participate in any matter, directly or indirectly in which the employee attempts to influence any decision of the City when they know the result of the decision will provide value annually to the employee, their spouse, dependents, or to any business with which the employee is associated unless the transaction is made per an award on a contract made after public notice

and in the case of property other than real property, competitive bidding and provided that the employee's bid or offer is the lowest received.

- May not receive consideration from any person, firm, or corporation other than the compensation received for the performance of their official duties, for the performance of services in which the employee attempts to influence a decision of the City. This provision continues for one year after termination of the employee's position with the City. However, this provision is not to be construed to prohibit the individual from performing services and receiving compensation in any advisory proceeding or in preparing or filing any public document.

More detailed information and the full text on these guidelines are available from the Human Resource Manager.



## Section IV Employment Relationship

### OPEN-DOOR POLICY

The City of Chesterfield maintains an Open-Door Policy that encourages employees to bring to the attention of City management any ideas, suggestions, recommendations, concerns, or other issues that they feel are important to improve the City and its services. We realize that we do not have all the answers, and there is always room for improvement in any organization. We are committed to listening and responding to our employees' ideas and suggestions to improve our operations.

We hope that your employment will be problem-free. If you have a suggestion or a misunderstanding or problem arises, we encourage you to bring this matter to the attention of your supervisor as soon as possible. Nearly all issues and questions can be resolved fairly if we learn of them promptly. If you have a problem or complaint related to your employment, do not assume that the City is aware of the situation.

Any time you have a problem or complaint about a City policy or rule, please bring it to management's attention through your supervisor. If you continue to have concerns or questions, you may contact your supervisor, Department Head, or the City Administrator. The City believes that anyone with a problem or complaint must have an opportunity to be heard and to have the matter resolved without fear of recrimination or penalty. You can expect and will receive fair and courteous consideration and a prompt reply.

All information regarding an issue is to be treated as confidential by employees, and management, to be divulged only to persons who have a business need to know as part of resolving the concern.

### EMPLOYEE PROBLEM RESOLUTION PROCESS

The City of Chesterfield has an “open-door policy” that encourages employees to participate in decisions affecting their job responsibilities. We also encourage employees to discuss job-related concerns or complaints with their supervisor, department head, or another management representative with whom they feel comfortable.

The City of Chesterfield believes that employee concerns are best addressed through this informal and open communication. No employee will be disciplined or otherwise penalized for raising a good-faith concern. This policy, however, should not be construed to prevent, limit, or delay the City of Chesterfield from taking disciplinary action when the City deems it appropriate.

Employees are encouraged to contact their supervisor or management representative with their concerns as soon as possible after the event that has caused them concern.

Employees may complete a City of Chesterfield Employee Problem Resolution Form and submit the document to their supervisor or management representative.

The City of Chesterfield will attempt to keep all such expressions of concern, their investigation, and the terms of their resolution confidential. However, while investigating and resolving the concern, some dissemination of information to others may be appropriate.

### NEW EMPLOYEE INTRODUCTION PERIOD

The City of Chesterfield uses an introductory period of 6 months for all civilian employees, which is intended to allow new employees to demonstrate their ability to achieve a satisfactory level of performance and determine whether the new position meets their expectations.

During this time, the City of Chesterfield evaluates an employee’s capabilities, attitude, work habits, and overall performance. Any significant absence may result in extending the introductory period. Either the employee or the City of Chesterfield may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice. Satisfactory completion of the introductory period does not alter the at will nature of employment with the City.

Generally, an initial review will be given, indicating satisfactory completion. If the City of Chesterfield determines that the designated initial period does not

allow sufficient time to thoroughly evaluate the employee's performance, the initial period may be extended for a specified period.

During the introductory period, new employees are eligible for those benefits required by law, such as workers' compensation insurance and Social Security. They may also qualify for other benefits, subject to the terms and conditions of each benefit program. Employees should read the information for each specific benefit program for the details on eligibility requirements.

### EMPLOYEE PRIVACY

It is the City's goal to respect the individual privacy of its employees and at the same time maintain a safe and secure workplace. When issues of safety and security arise, you may be requested to cooperate with an investigation. The investigation may include the following procedures to safeguard the City and its employees: searches of personal belongings, searches of work areas, searches of private vehicles on City premises, medical examinations, and the like. Failure to cooperate with an investigation is grounds for termination. Providing false information during any investigation may lead to discipline, including termination.

Employees are expected to make use of City facilities only for the business purposes of the City. Accordingly, materials that appear on City hardware or networks are presumed to be for business purposes, and all such materials are subject to review by the City at any time without notice to the employees. Employees do not have any expectation of privacy with respect to any material on City property. The City regularly monitors its communications systems and networks as allowed by law. Monitored activity may include voice, e-mail, and text communications, as well as Internet search and browsing history. Employees who make excessive use of the communications system for personal matters are subject to discipline. Employees are expected to keep personal communication to a minimum.

Video surveillance. As part of its security measures and to help ensure a safe workplace, the City has positioned video cameras to monitor various areas of its facilities. Video cameras will not be used in private areas, such as break rooms, restrooms, locker/dressing rooms, etc. Recordings will not include an audio component.

### PRIVACY—SOCIAL SECURITY NUMBERS

Purpose. This policy and procedure explains the City's general standards and practices for how Social Security numbers are gathered, stored, disclosed, and ultimately disposed of.

Policy. It is the City of Chesterfield's policy that Social Security numbers obtained from employees, vendors, contractors, customers, or others are confidential information.

Social Security numbers will be obtained, retained, used, and disposed of only for legitimate business reasons and in accordance with the law and this policy.

Procedure. Documents or other records containing employee Social Security numbers generally will be requested, obtained, or created only for legitimate business reasons consistent with this policy. For example, Social Security numbers are requested from employees for tax reporting purposes (i.e., Internal Revenue Service (IRS) Form W-4), for new hire reporting, or for purposes of enrollment in the City's employee benefit plans.

Retention and access to Social Security numbers. All records containing Social Security numbers (whether partial or complete) will be maintained in secure, confidential files with limited access.

Unauthorized use/disclosure of Social Security numbers. Any employee who obtains, uses, or discloses Social Security numbers for unauthorized purposes or contrary to the requirements of this policy and procedure may be disciplined, up to and including discharge. The City will cooperate with government investigations of any person alleged to have obtained, used, or disclosed Social Security numbers for unlawful purposes.

### EMPLOYMENT CLASSIFICATION

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, the City classifies its employees as shown below. The City may review or change employee classifications at any time.

Exempt. Exempt employees are typically paid on a salary basis and are not eligible to receive overtime pay.

Nonexempt. Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

Regular, full time. Employees who are not in a temporary status and work a minimum of 30 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.

Regular, part time. Employees who are not temporary and regularly scheduled to work less than 30 hours weekly but at least 20 hours weekly and maintain continuous employment status. Part-time employees receive all legally mandated benefits such as Social Security and Workers' Compensation. Regular, part time employees in an approved job-share position are provided limited benefits.

Temporary/Seasonal, Part Time. Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work less

than 30 hours weekly for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. While Temporary/Seasonal, Part Time employees receive all legally mandated benefits such as Social Security and Workers' Compensation, they are ineligible for all other benefit programs.

### HOURS OF WORK

The requirements of each department determine work hours. Most departments in City Hall operate Monday through Friday from 8:00 a.m. to 5:00 p.m.

The Police Department maintains three (3) shifts over a 24-hour period, seven (7) days a week.

The Public Works Department Maintenance Division and the Parks and Recreation Department adjust work schedules according to the season and weather.

Because of the differing nature of our business, departmental guidelines determine employee scheduling needs and should be communicated to employees as part of their orientation.

### MEAL PERIODS

Meal periods range from 30 to 60 minutes depending on the work assignment and may be cancelled or rescheduled due to operational requirements. Meal periods are scheduled by department to ensure the public are not impaired. Nonexempt employees who are required to work through their meal period will be compensated as appropriate.

### TIME RECORDS

Employees are required to complete accurate weekly time reports. For nonexempt employees, these records are required by governmental regulations and are used to calculate regular and overtime pay. At the end of each pay period, employees and their supervisors must attest to its correctness before approving the timesheet.

Each employee approves their timecard prior to the Supervisor approving the timecard. Payroll will issue overtime adjustments on the next scheduled payroll.

Exempt employees are required to report vacation and sick days on their time sheet.

## OVERTIME AND COMPENSATORY TIME-OFF

When required due to the need of the City, employees may be required to work overtime. Nonexempt employees will be paid overtime at the rate of one and one-half their regular pay rate for all hours over 40 worked in a single workweek. All overtime work must be approved in advance by a supervisor or manager.

Overtime pay and compensatory time, also referenced as "comp." time off are based on actual hours worked. To calculate overtime, approved sick leave, vacation, and compensatory time taken will be considered hours worked for purposes of calculating overtime. However, overtime or compensatory time will not be accrued during any individual workday concurrent with approved leave. Employees are strongly encouraged to use compensatory time-off during the same or subsequent pay period following the accrual. In any event, compensatory time is to be consumed prior to using any accrued vacation hours. However, compensatory time-off may be accrued to a maximum of 40 hours for all covered employees except public safety employees or employees responding to an emergency. These employees may accrue up to a maximum of 80 hours of compensatory time-off. Once the maximum accrual is met, all overtime will be paid out as overtime hours.

## DEDUCTIONS FROM PAY/SAFE HARBOR EXEMPT EMPLOYEES

The City does not make improper deductions from the salaries of exempt employees and complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). Employees classified as exempt from the overtime pay requirements of the FLSA will be notified of this classification at the time of hire or change in position.

Permitted deductions. The FLSA limits the types of deductions that may be made from the pay of an exempt employee. Deductions that are permitted include:

- Deductions that are required by law, e.g., income taxes;
- Deductions for employee benefits when authorized by the employee;
- Absence from work for one (1) or more full days for personal reasons other than sickness or disability;
- Absence from work for one (1) or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing compensation for salary lost due to illness;
- Offset for amounts received as witness or jury fees or for military pay;
- Unpaid disciplinary suspensions of one (1) or more full days imposed in good faith for workplace conduct rule infractions; *and*
- Any full workweek in which the employee does not perform any work.

During the week an exempt employee begins work for the City or during the last week of employment, the employee will only be paid for actual hours worked. In addition, an employee may be paid only for hours worked during a period when the employee is using unpaid leave under the Family and Medical Leave Act (FMLA).

Improper deductions. If an employee classified as exempt believes that an improper deduction has been taken from the employee's pay, the employee should immediately report the deduction to the Finance Department. The report will be promptly investigated, and if it is found that an improper deduction has been made, the City will reimburse the employee for the improper deduction.

### PAY PROCEDURES

The City of Chesterfield's pay period for all employees is biweekly on Friday. If payday falls on a holiday, employees will receive their paycheck on the preceding workday. Paychecks are directly deposited into the employee's checking or savings accounts.

All employees are paid for work performed during the previously completed two weeks. A work week runs from Sunday through the following Saturday.

Standard Deductions from Pay. The law requires that the City of Chesterfield make certain deductions from every employee's compensation, including applicable federal, state, and local income taxes. The City of Chesterfield must also deduct Social Security taxes on each employee's earnings up to a specified limit called the "Social Security Wage Base." The City of Chesterfield matches the amount of Social Security taxes paid by each employee. Employees may also arrange for special tax treatment programs for which they qualify, such as Earned Income Credit, and add additional deducted amounts for their tax payments. The Finance Department can assist employees with questions about pay deductions and calculations.

### ACCESS TO PERSONNEL FILES

Employee files are maintained by the Human Resources Manager and are considered confidential. Managers and supervisors may only have access to personnel file information on a need-to-know basis. Employees may inspect their personnel files and may copy them but may not remove documents from their files. Inspections by employees must be requested in writing to the Human Resources Manager and will be scheduled at a mutually convenient time or as required under state law. Personnel files are to be reviewed in the Finance department. In their duties, representatives of government or law enforcement agencies may be allowed access to file information.

Personnel Information. Employees have a responsibility to keep their personnel records up to date and should notify their supervisor as appropriate and the Human Resource Department of any changes.

Employees are to refer all requests from outside the City for personnel information concerning applicants, employees, and past employees to the Human Resource Department.

## EMPLOYMENT OF RELATIVES AND DOMESTIC PARTNERS

The City of Chesterfield may hire relatives and domestic partners of current employees if (1) the individuals involved will not work in a direct supervisory relationship, 2) The individuals involved will not typically be required to work together, collaboratively or in a mutually dependent capacity in the performance of their regular duties and (2) the employment will not pose difficulties for supervision, security, safety, or morale.

For this policy, "relatives" are defined as spouses, children, siblings, parents, grandparents, and persons related by marriage or whose relationship with the employee is like that of persons related by blood or marriage.

A "domestic partnership" is generally defined as a committed relationship between two individuals sharing a home or living arrangements.

Current employees who marry each other or become involved in a domestic partnership will be permitted to continue employment with the City provided they don't work in a direct supervisory relationship with each other or otherwise pose difficulties as mentioned above. If employees who marry or live together work in a direct supervisory relationship, the City will attempt to reassign one of the employees to another position for which the employee is qualified if such a position is available. If no such position is open, the employees will be permitted to determine which one will resign from the City of Chesterfield.

## SEPARATION FROM EMPLOYMENT

In all cases of voluntary resignation (one initiated by the employee), employees are asked to provide a written notice to their supervisors at least two weeks (80 hours) of scheduled work time in advance of the last day of work. The two-weeks must be actual working days.

- The two-week minimum expected notice is intended to provide sufficient time to transition from the separating employee's work and to allow the City to adjust assignments. It is not to provide for the separated employee to consume unused leave.
- Supervisors may choose to deny a vacation or compensatory time request to an employee who has given two-weeks' notice. To the extent possible, supervisors are encouraged to negotiate with the employee to find an arrangement that will work for both parties.
- If a resigning employee requests leave during their notice period, with adequate advance notice, the supervisor may approve such leave. However, the supervisor is not compelled to approve any leave during the notice period. The City will pay out any accrued vacation and compensatory time following the employee's resignation date.
- The use of sick leave during the two-week resignation notice period is generally not permitted. The employee may be required to provide a medical

certificate authorizing their absence. The employee's failure to comply may result in unpaid time and/or ineligibility for rehire.

- It is the City's practice to pay separated employees for any unused, accrued vacation and compensatory time upon final separation.

Rehire. Individuals previously employed by the City may apply for re-employment. Such individuals are subject to the City's employment procedures. Their previous employment record will be reviewed and considered part of the re-employment decision.



## Section V Workplace Safety

### DRUG-FREE AND ALCOHOL-FREE WORKPLACE

It is the policy of the City of Chesterfield to maintain a drug- and alcohol-free work environment that is safe and productive for employees and others having business with the City.

The unlawful use, possession, purchase, sale, or distribution of or being under the influence of any illegal drug or controlled substance (including marijuana) while on City or client premises or while performing services for the City is strictly prohibited.

The City also prohibits reporting to work or performing services under the influence of alcohol or consuming alcohol while on duty or during work hours. In addition, the City prohibits off-premises abuse of alcohol and controlled substances (including marijuana), as well as the possession, use, or sale of illegal drugs, when these activities adversely affect job performance, job safety, or the City's reputation in the community.

To ensure compliance with this policy, substance abuse screening may be conducted in the following situations:

Preemployment: as required by the City for all prospective employees who receive a conditional offer of employment.

Post-Accident Testing: Anyone involved in a vehicular accident at work that results in an injury requiring medical treatment or issuance of a traffic citation to the employee will be required to undergo drug and alcohol testing.

For cause: upon reasonable suspicion that the employee is under the influence of alcohol or drugs that could affect or have adversely affected the employee's job performance.

Random: as authorized or required by federal or state law.

Compliance with this policy is a condition of employment. Employees who test positive or who refuse to submit to substance abuse screening will be subject to termination. Notwithstanding any provision herein, this policy will be enforced at all times in accordance with applicable state and local law.

Any employee violating this policy is subject to discipline, up to and including termination, for the first offense.

Employees needing help in dealing with substance abuse problems are encouraged to seek help through the City of Chesterfield's medical insurance carrier or other counseling options. Conscientious efforts to seek and use such services will not jeopardize an employees' job and will not be part of any personnel record. However, records of absences to pursue treatment or insurance claims for covered treatment will be maintained, although reasons for the absences or claims will be kept confidential and disclosed only on a need-to-know basis.

Failure to submit to a required test, any unreasonable delay in submitting to a test, or failure to cooperate in the testing process will result in dismissal.

The City encourages employees to report violations of this policy to management on a confidential basis.

### COMMITMENT TO SAFETY

Protecting the safety of our employees and visitors is the most important aspect of running our business.

All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all.

In the event of an emergency, notify the appropriate emergency personnel by dialing 8 for an outside line, then dialing 911 to activate the medical emergency services. Employees should also follow up with the City of Chesterfield Police Department by contacting (636)537-3000.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident. Employees who fail to report an injury or incident, regardless of severity, are subject to disciplinary action.

## EMPLOYEE SAFETY AND REPORTING OF INJURY

In the event of a serious medical illness or injury, the immediate welfare of the employee is paramount. No matter how minor they occur, all injuries must be reported to the supervisor immediately and, when necessary, should be attended to by a physician as soon as possible. Contact the Human Resource Manager for referral to a medical facility.

Generally, for less severe illness or injury, employees are required to arrange their transportation. When no other alternative is available, a member of management should provide transportation to the medical facility.

The City of Chesterfield carries workers' compensation insurance, which covers all employees. The supervisor should contact the Human Resource Manager within 24 hours of the illness or injury, even if medical treatment was not required and no time was lost from work. The employee must complete an Injury Report Form and return it to the Human Resources Manager within 24- hours of the illness or injury. Once returned, the Human Resource Manager will process the form with the Workers Compensation carrier. Federal and state laws and regulations prohibit certain retaliatory actions against individuals filing claims under Workers' Compensation or OSHA.

Safety in the workplace is a top priority of the City of Chesterfield. We strive to provide work environments that are safe for all employees and maintain procedures designed to prevent occupational injuries. The safety of our employees depends upon the personal commitment of all employees to these procedures.

Employees must immediately report any unsafe working conditions to their supervisor. Employees who violate company safety policies, cause hazardous or dangerous situations, or fail to report a workplace accident that results in an injury may be subject to disciplinary action up to and including termination of employment. Regardless of how insignificant the injury or near miss may appear, employees should notify their supervisor as soon as the employee is aware or within 24 hours at the latest.

Common sense safety practices can prevent most injuries from occurring in the workplace. Department Heads are responsible for maintaining a safe environment by:

- Inspecting premises at least annually to identify and correct unsafe conditions and unsafe work practices.
- Reviewing emergency procedures established for each location at least once each year where appropriate.
- Identifying and training employees on the use of possible hazardous substances in the workplace and ensuring training on hazardous substances is readily available.

- Maintaining a practical and comprehensive occupational safety and health program applicable to all employees.
- Reminding employees of the location of first aid supplies.

If an OSHA compliance officer calls any employee of the City of Chesterfield, a member of management should verify the compliance officer's credentials with the local OSHA district office and ask the officer to describe the inspection scope to the Department Head.

### SMOKE-FREE WORKPLACE

Smoking is not allowed in City buildings, work areas, vehicles, or on any City property at any time. Smoking includes using any tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes. There are no designated smoking areas. This policy applies equally to all employees, customers, and visitors.

### WORKPLACE VIOLENCE PREVENTION

The City of Chesterfield is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, we discourage employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse; attempts to intimidate others; menacing gestures; stalking; or any other hostile, aggressive, or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at City-sponsored functions.

All City employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their Supervisor, Department Head, Human Resources, or they may ask for police assistance if the need arises. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

Any individual engaging in violence against the City, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including termination.

Except as job duties require for protective services, the City prohibits the possession of weapons on its property at all times, including our parking lots or City vehicles. Additionally, while on duty, employees may not carry a weapon of any type. Weapons include, but are not limited to, handguns, rifles, automatic weapons, knives that can be used as weapons (excluding pocketknives, utility

knives, and other instruments that are used to open packages or cut string and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas. Any employee violating this policy is subject to discipline up to and including dismissal for the first offense.

The City reserves the right to inspect all belongings of employees on its premises, including packages, briefcases, backpacks, purses and handbags, gym bags, and personal vehicles on City property. In addition, the City may inspect the contents of lockers, storage areas, file cabinets, desks, and workstations at any time and may remove all City property and other items that are in violation of City rules and policies.

### INCLEMENT WEATHER

City offices and activities will remain open during established working hours unless the City Administrator declares the offices, excluding Public Works and Police Departments, officially closed due to inclement weather.

When City offices have not been closed, employees must make every effort to report to work even though driving conditions may be hazardous. If offices have not been closed, employees who cannot report to work must contact their supervisor. Any absence due to inclement weather will be charged to vacation or available compensatory time. Use of sick leave is not allowed for absences due to inclement weather.



## Section VI WORKPLACE GUIDELINES

### ATTENDANCE AND PUNCTUALITY

The City work schedules and hours are based on many factors, including customer service requirements, production flow, and departmental workload. As a condition of employment, all employees are expected to adhere to attendance and punctuality requirements as established by their department.

Employees should notify their supervisor as far in advance as possible before their start time if they cannot report for work, or if they know they will be late or must leave early.

Poor attendance and excessive tardiness may lead to disciplinary action up to and including termination of employment.

Any absent employee who does not report to their supervisor will be subject to discipline, up to and including termination. Employees who are absent from work for two (2) consecutive days without proper notice to the City will be considered to have voluntarily resigned. At that time, the City will formally note the separation and advise the employee of the action by mail.

### JOB PERFORMANCE

Communication between employees and supervisors or managers is essential. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their supervisors if they feel additional feedback is needed.

Generally, formal performance reviews are conducted annually. These reviews include a written performance appraisal and discussion between the employee and the supervisor about job performance and expectations for the coming year.

Additional evaluations may be conducted as appropriate. The appraisal process provides an opportunity for discussing past performance and establishing future goals and is part of the merit review system.

New hires and newly promoted employees are generally evaluated upon completion of the anniversary date of their employment or on the anniversary date of their promotion.

### MERIT REVIEWS

Without demonstrated progress in performance on the job, an employee should not expect to receive a merit increase. Merit increases are not automatic or annual, nor does time on the job itself qualify an employee for a merit increase.

An employee's failure or inability to perform assigned duties for reasons such as lack of necessary experience, education, skill, integrity, diligence, or other job-related factors, may result in the City's decision to release an employee from employment.

### PROMOTIONS AND TRANSFERS

It is the policy of the City to provide promotion and transfer opportunities to qualified employees. This policy supports employee development and career progression and enhances Department Heads' ability to hire candidates with proven skills. Whenever possible but not exclusively, vacancies shall be filled by promoting a qualified employee within the City service. However, employees may voluntarily elect to accept reassignment to a lower or equivalent pay grade position. Such transfers are viewed as an individual career decision with the employee recognizing and getting the pay grade and salary of the new position.

## OUTSIDE EMPLOYMENT

The City of Chesterfield recognizes its employees' right to conduct their affairs during off-duty hours and to use their skills and knowledge to supplement their income. However, employee rights in this area must be balanced against the City of Chesterfield's need for full productivity during working hours and for loyalty from its employees. At all times, an employee's employment with the City shall take priority over any outside employment.

The employee must submit a request declaring outside employment to the supervisor and department for review, and approval before engaging in outside employment.

Approved outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, or refusal to work overtime. Should any of these situations occur, approval of the employee's request to engage in outside employment may be revoked or withdrawn, and the employee will be subject to disciplinary action up to and including termination. In addition, such approval may be withdrawn by the City of Chesterfield for any other reason deemed sufficient. Usually, short notice will be given before the effective date of the consent withdrawal.

Failure to disclose outside employment, obtain prior written approval of outside work, or any other violation of this policy may subject an employee to discipline up to and including termination.

## USE OF CITY TIME AND PROPERTY

The City of Chesterfield provides employees with the appropriate equipment as needed to fulfill the duties of their jobs. This equipment is property of the City of Chesterfield, and the expected use of this equipment is for business purposes. In this connection, it should be noted that all offices, desks, files, lockers, and so forth are the property of the City of Chesterfield and are issued for the use of employees only during their employment with the City of Chesterfield. Inspections may be conducted at any time at the sole discretion of the City of Chesterfield.

Personal use of City property and business equipment, including but not limited to telephone systems, computers, copy machines, and facsimiles, should be reasonable and kept to a minimum.

Employees who violate this policy are subject to discipline up to and including termination from employment.

City equipment essential in accomplishing job duties can be expensive and may be difficult to replace. Employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines when using the property.

Employees should notify their supervisor if any equipment appears to be damaged, defective, or need repair. Prompt reporting of damages, defects, and the need for repairs could prevent equipment deterioration and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

### DRESS AND GROOMING

The City of Chesterfield provides a casual yet professional work environment for its employees. Even though the dress code is casual, it is essential to project a professional image to our customers, visitors, and coworkers. All employees are expected to dress in a manner consistent with good hygiene, safety, and good taste. Please use common sense.

Certain employees may be required to meet unique dress and grooming standards, such as wearing uniforms or safety equipment or clothing, depending on the nature of their job. Any questions or complaints regarding the appropriateness of attire should be directed to the supervisor, department head, or Human Resources Department. The individual departments or managers will make decisions regarding clothing.

Uniforms. If a position requires a uniform, the City will provide an annual allowance or provide employees with uniforms, subject to each department's requirements. Uniformed employees are required to keep uniforms as clean and neat as practicable at all times.

Employees who do not follow appropriate dress guidelines may be asked to return home to change clothes. The time away from work will not be compensated. Repeat violations of the dress code policy may lead to disciplinary action.

Employees may consult with their supervisor or department head with questions about proper attire.

### DRIVING SAFETY

Safe driving is the responsibility of every City of Chesterfield driver. Drivers must be aware of their personal safety and the safety of others. Such considerations include how to drive defensively, how to avoid aggressive and distracted driving, how to recognize the warning signs of fatigue, and how to adjust driving behavior for weather conditions.

Every driver of a City vehicle will:

- Ensure they hold a valid driver's license for the class of vehicle they are driving and carry it when driving a City or personal vehicle on City business;
- Immediately notify their supervisor or manager if their driver's license has been suspended or cancelled, or has had limitations placed upon it;

- Take time to familiarize themselves with the vehicle's handbook and vehicular features;
- Display the highest level of professional conduct when driving a City vehicle;
- Wear a seat belt and ensure all occupants wear their seat belt at all times;
- Report any crashes and scrapes, including those that do not result in injury, along with any maintenance issues; and
- Avoid distractions while driving including talking or texting on cell phones and other electronic devices.

### USE OF CELL PHONES IN VEHICLES

To ensure the personal safety of employees and that of pedestrians and the motoring public, all employees must devote their full attention to the practice of safe driving techniques when operating a motor vehicle.

Safe driving is the first priority when operating a vehicle while driving on City business. Your first responsibility is to pay attention to your driving. Never allow a cell phone or other mobile device to distract you from concentrating on driving. Employees should follow these procedures to avoid distracted driving:

- It is a violation of City policy to use a hand held device to read or send text messages or emails while operating a City vehicle.
- Avoid using your cell phone while operating a vehicle, and do not use it as a hand-held device.
- Program your destination into navigation apps or GPS devices before you start driving.
- Be aware of distractions from in-car "infotainment" systems. Just because they are built into the vehicle does not mean they do not create a hazardous distraction.

Employees who fail to follow safety guidelines are subject to discipline.

### INFORMATION TECHNOLOGY POLICY

This section provides guidelines for computer, network, and internet and cell phone usage at the City of Chesterfield. Topics include acceptable use, security, hardware/software, problem determination and reporting, and purchasing.

**Internet Usage** The City of Chesterfield provides access to the Internet (under controlled conditions) for all employees that use the City's computer system. Internet Access is provided at the discretion of each department head to determine the need and level if any of Internet access for each employee under their supervision.

Internet access is to be used for business-related purposes, i.e., communicating with citizens and suppliers, researching relevant topics, and obtaining helpful business information. Employees shall conduct themselves appropriately on the Internet and respect the copyrights, software licensing rules, property rights, privacy, and prerogatives of others, just as you would in any other business dealings. All existing City policies apply to your conduct on the Internet, particularly those dealing with intellectual property protection, privacy, misuse of City resources, discrimination, sexual harassment, information, data security, and confidentiality.

Unless authorized, employees may not participate in non-business-related social media sites, post comments on blogs, or falsely represent themselves while doing the business of the City. An Internet user can be held accountable for any breaches of security or confidentiality. Specific terms in this policy should be understood expansively to include related concepts.

The City shall consist of all departments and divisions of the City of Chesterfield. Document covers any file that can be read on a computer screen as if it were a printed page, including the so-called HTML files read in an Internet browser, any file meant to be accessed by a word processing or desktop publishing program or its viewer, or the files prepared for the Adobe Acrobat reader and other electronic publishing tools. Graphics include photographs, pictures, animations, movies, or drawings. The display consists of monitors, flat-panel active or passive matrix displays, monochrome LCDs, projectors, televisions, and virtual-reality tools.

#### Detailed Internet Policy Provisions

Management and Administration. The City has software and systems in place that monitor and record all Internet usage. Security systems are capable of recording (for each user) each World Wide Web site visit, each chat, blog, newsgroup, social media site, or email message, and each file transfer into and out of our internal networks.

- No employee should have any expectation of privacy as to their Internet usage. Management can review Internet activity and analyze usage patterns and may choose to utilize this data to assure that City Internet resources are devoted to maintaining the highest productivity levels.
- City Management reserves the right to inspect any files stored in private areas of our network to assure compliance with the policy.
- The display of any sexually explicit image or document on any City system is prohibited and violates our policy on sexual harassment. In addition, sexually explicit material may not be accessed, archived, stored, distributed, edited, or recorded using our network or computing resources.
- The City uses independently supplied software and data to identify inappropriate or sexually explicit Internet sites and block access from within our networks to all such sites. If you find yourself accidentally connected to a site that contains sexually explicit or offensive material, disconnect from that site immediately, regardless of whether that site had been previously deemed acceptable by any screening or rating program, and report that site to the

Information Technology Director or your Department Head. If access is needed to a legitimate site that appears to be blocked, submit a Chesterfield HelpDesk Ticket to request the site be unblocked.

- The City's Internet facilities and computing resources must not be used knowingly to violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, city, province, or other local jurisdiction in any material way. Use of any City resources for illegal activity is grounds for immediate dismissal, and we will cooperate with any legitimate law enforcement agency.
- Employees are prohibited from downloading or distributing pirated software or data.
- Employees are prohibited from using the City's Internet facilities to deliberately propagate any virus, worm, Trojan horse, or malicious program code.
- Employees are prohibited from using the City's Internet facilities to knowingly disable or overload any computer system or network or circumvent any system intended to protect the privacy or security of another user.
- When using the Internet facilities of the City, employees shall identify and represent themselves wholly and accurately (including one's City affiliation and position where requested) when participating in chats, blogs, social media sites, or newsgroups, or when setting up accounts on external computer systems.
- Only those employees or officials who are specifically authorized may communicate with the media on behalf of the City or represent the City in any public capacity. Authorized employees may participate in social media sites during business when relevant to their duties and as individuals speaking only for themselves. An individual participant is identified as an employee or agent of this City; the employee must refrain from unauthorized political advocacy. Employees must also refrain from the unauthorized endorsement or appearance of endorsement by the City of any product or service not sold or serviced by this City, its departments, or divisions. Only those managers and City officials authorized to communicate with the media or represent the City in a public capacity may do so.
- The City retains the copyright and ownership to any material posted to any forum, newsgroup, chat, blog, social media site, or World Wide Web page by any employee during their duties. Employees may not reveal confidential City information, customer data, and any other material covered by existing City secrecy policies and procedures on any Internet site. Employees releasing protected information will be subject to all penalties under existing data security policies and procedures.
- City Internet facilities may not be used to commit infractions such as misuse of City assets or resources, sexual harassment, unauthorized public speaking, or misappropriation or theft of intellectual property.

Technical. Any employee who obtains a password or ID for an Internet resource must keep that password confidential. Sharing user IDs or passwords obtained for access to Computer Systems, Resources, or Internet Sites is strictly prohibited. Authorized Internet email users are also prohibited from

sending or receiving Internet email for or in the name of any unauthorized user.

Communications-intensive operations such as large file transfers, video downloads, and mass E-mailings should be scheduled during off-peak times, as determined by the Information Technology Director.

To maintain security standards, the downloading of certain files is generally not allowed. If a specific file download is needed, the employee should contact the IT Staff to perform the download.

Video and audio downloading should be avoided unless there is a legitimate business need to receive this material.

The use of any encryption software or scheme on the City of Chesterfield networks or computers is prohibited without the prior knowledge and express consent of the City Administrator and the Information Technology Director. Subscribing to email list servers that are not directly related to City business is prohibited. When there is a legitimate need to subscribe to a list server, Information Technology Staff must be notified of this so that un-subscription procedures for that particular list server can be obtained and filed.

Security. A variety of firewalls, proxies, Internet address screening programs, and other security systems are in place to assure the safety and security of the City's networks. Any employee who attempts to disable, defeat, or circumvent any City security facility will be subject to immediate dismissal. This includes the use of the public wireless system.

Only those Internet services and functions with documented business purposes for the City will be enabled at the Internet firewall. The mention of any Internet service or function in this policy does not necessarily mean that service or function will be available.

Authorized access to the Internet does not negate adhering to the policy described in the following Computer and Network chapters. Any software executed on City computers (including but not limited to screen savers, etc.) must be approved by the Information Technology Director and the employee's Department Head (or in the case of Dept. Heads/Executive Staff, by the City Administrator), and determined by either the employee's Department Head or the City Administrator (as appropriate) to be job-related and of benefit to the City.

Computer and Network Usage. The City's computer system is to be used for official City business. Personal use of technology should be limited to breaks or non-work times and should not compromise resources.

The City recognizes that the Internet can be a tool that is useful for both personal and professional purposes. Limited personal usage of the City computer systems to access the Internet is permitted as long as such usage follows pertinent guidelines elsewhere in this document and does not have a detrimental effect on the City or on the user's job performance.

Passwords. Each user is assigned a unique user ID based on their name and a temporary password. The new user is instructed to change this password at their first opportunity. This password is not to be shared with others under any circumstances. Information Technology Staff can arrange for file sharing among employees when necessary. Additionally, City management can override passwords and access all software applications and data files in the City's computer system/network, should a circumstance arise where access to this information is needed.

Generally, information in an employee's computer files will not be accessed by anyone else. However, the City reserves all rights to access such information if deemed necessary and appropriate. Access requires authorization from the City Administrator.

Other Security. When leaving the computer for any time, users are required to "lock" Windows by pressing CTRL-ALT-DELETE, or CTRL + L. This prevents anyone from accessing the network as "you" while you're not physically at the PC. Failure to log out of the network creates a security risk. Remaining logged in also causes specific files to be "locked." The tape backup system necessarily bypasses these files; thus, the logged-in user's opened files are not backed up.

The user's responsibility is to log out of the network and turn off their workstation nightly unless there is a compelling reason not to. Users should close all applications and shut down Windows, after which the PC and monitor should turn themselves off. If the computer must be left on for any reason, the monitor should be turned off. This not only saves electricity but dramatically lengthens the life of the monitor.

The use of creating document passwords is not condoned. The security of documents is provided at the network level. If you have specific security concerns, please contact the Information Technology Director.

Data Storage. The user's requirements determine the use of data storage space. However, there is a finite amount of space on the servers, and the user must use this space responsibly. Each user is set up with a "home" directory that they can access as drive K: Additionally, users are given access to a departmental share. These are the typical places on the server a user should store files, except in certain special cases. It is not recommended that data files be stored on the local hard drive for two reasons: Local hard drives are not protected storage, and files residing on a local hard drive are available to anyone who has physical access to that workstation. Files stored in a user's home directory are accessible only to that user (and their supervisor in some cases) and are more secure.

The user's responsibility is to clean out their home directories periodically, either deleting old files or archiving them to an external storage device if they must be retained. The home directory should be used as a place to store current, frequently accessed files. No limits are currently set to control user storage. Should it become necessary, limits will be placed on allowed storage space.

The City recognizes the need for users to transfer data to and from their home computers and requires that these drives be configured to use encryption by the Information Technology Staff before use on the City's computers. All external storage devices must have encryption installed by Information Technology Staff before use, including "thumb" drives, data cards, and other storage devices.

**Pirating Software.** All software on City of Chesterfield hardware must be licensed, legal copies. Illegal copies of the software will be removed immediately and without notice. Technologically, the City can remotely examine all network and local disk storage to determine if unauthorized software has been installed. An automatic network-wide audit is performed weekly, and the Information Technology Director is notified of all unauthorized software and missing software and hardware.

**Personal/Private Owned Hardware & Software.** Use of personal software/hardware on City computers is not permitted without first being reviewed and approved by the Information Technology Director and the employee's Department Head (or in the case of Department Heads/Executive Staff, by the City Administrator), and determined by either the employee's Department Head or the City Administrator (as appropriate) to be job-related and of benefit to the City. Under no circumstances does the City of Chesterfield assume responsibility for any personally owned hardware or software. Problems occurring with the hardware or software compatibility will not be supported by the Information Technology Staff. Further, theft of personal property may not be covered by the City's insurance.

**Computer Viruses.** Although the City uses Anti-Virus software on each desktop, no programs are to be installed unless fully licensed as noted in the above section and approved by the Information Technology Director and the employee's Department Head (or in the case of Department Heads/Executive Staff, by the City Administrator), and determined by either the employee's Department Head or the City Administrator (as appropriate).

If you have reason to believe your PC has been infected, contact the Information Technology Staff immediately.

**Games.** Computer games may not be installed on any City-issued computer equipment. Games that are a part of Windows software and already exist on City computers can only be played outside of the employee's regular work hours.

**Training.** Various documents are available to help the user learn applications like Excel, Word, and Windows. Online computer-based training is also available for Microsoft Office products, and a course can be arranged through your supervisor.

Many of the newer software applications contain built-in tutorials. The user is urged to view these online tutorials if they are not already experienced with the application. As needed, employees may be enrolled in an off-site training course for a particular application.

Purchasing. The Information Technology Director is to be consulted regarding all technology-related purchases to ensure compatibility with existing systems and compliance with the Strategic Technology Plan. Once the appropriate requirements are determined, the proper purchase(s) can be initiated. Before the acquisition, all software and computer-related hardware purchases must be approved by the Information Technology Director.

### SOCIAL MEDIA ACCEPTABLE USE

The City of Chesterfield encourages employees to share information with coworkers and with those outside the City for the purposes of gathering information, generating new ideas, and learning from the work of others. Social media provides inexpensive, informal, and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the public, and therefore, the City has established the following guidelines for employee participation in social media.

Note: As used in this policy, "social media" refers to blogs, forums, and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, Instagram, and Snapchat, among others.

Off-duty use of social media. Employees may maintain personal websites or weblogs on their own time using their own facilities. Employees must ensure that social media activity does not interfere with their work. In general, the City considers social media activities to be personal endeavors, and employees may use them to express their thoughts or promote their ideas. In addition, employees may not post on a personal blog or webpage or participate on a social networking platform for personal purposes during work time or at any time with City of Chesterfield equipment or property.

On-duty use of social media. Employees may engage in social media activity during work time provided it is directly related to their work and approved by their manager and does not identify or reference City clients, customers, or vendors without express permission. The City monitors employee use of City computers and the Internet, including employee blogging and social networking activity.

Respect. Demonstrate respect for the dignity of the City, its owners, its customers, its vendors, and its employees. A social media site is a public place, and employees should avoid inappropriate comments. For example, employees should not divulge City of Chesterfield confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites. Similarly, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments or engage in other behavior that violates the City's policies.

Post disclaimers. Employees who identify themselves as City employees or discuss matters related to the City on a social media site must include a

disclaimer on the front page stating that it does not express the views of the City and that the employees are expressing only personal views—for example: “The views expressed on this website/Weblog are mine alone and do not necessarily reflect the views of my employer.” Place the disclaimer in a prominent position and repeat it for each posting expressing an opinion related to the City or the City’s business. Employees must keep in mind that if they post information on a social media site that is in violation of City policy and/or federal, state, or local law, the disclaimer will not shield them from disciplinary action.

Confidentiality. Do not identify or reference citizens, customers, or vendors without express permission. Employees may write about their jobs in general but may not disclose any confidential or proprietary information. For examples of confidential information, please refer to the confidential information policy. When in doubt, ask before publishing.

Legal. Employees are expected to comply with all applicable laws, including, but not limited to, Federal Trade Commission (FTC) guidelines and copyright, trademark, and harassment laws.

Discipline. Violations of this policy may result in discipline up to and including immediate termination of employment.

Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the National Labor Relations Act to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits. Employees have the right to engage in or refrain from such activities.

### LETTERS OF REFERENCE

Providing letters of reference on behalf of the City of Chesterfield is not permitted. No Department Head or supervisor should provide a written evaluation on any current or former employee. Please refer all requests for such references to the Human Resource Manager.

### EXIT INTERVIEW AND RETURN OF CITY PROPERTY

You may be asked to participate in an exit interview at the point at which you leave the City. The purpose of the discussion is to allow you to communicate your views regarding your work with the City of Chesterfield. This can include job duties, training, supervision, and benefits.

You will receive information on the status of your benefits upon separation from employment at the City of Chesterfield. At the completion of employment, departing employees will be asked to return any City-furnished property, such as ID cards, keys, credit cards, documents, handbooks, and equipment. Where permitted by applicable laws, the City of Chesterfield may withhold the cost of

any items that are not returned when required from the employee's check or final paycheck.

The City of Chesterfield may also take all action deemed appropriate to recover or protect its property.

### CODE OF CONDUCT

As all employees are employed at-will, the City of Chesterfield may terminate an employee at any time, with or without reason. Likewise, employees may terminate employment with the City at any time with or without reason. However, the following actions are unacceptable and considered grounds for disciplinary action up to and including termination. This list is not all-inclusive and is subject to change. The City reserves the right to determine the severity and extent of any disciplinary action based on the circumstances of each case. Unacceptable actions include, but are not limited to:

- Engaging in acts of discrimination or harassment in the workplace, creating a hostile work environment, threats or acts of violence, destructive or disruptive activity in the workplace including abusive or inappropriate language.
- Harassing, including sexually harassing employees or customers.
- Negligent, willful or improper conduct leading to damage, destruction, theft or loss of City, employee, citizen, customer, or vendor property or harm to others.
- Unauthorized use or misuse of City property, equipment, devices, electronic information systems, vehicles or assets including unauthorized access to City property outside of business hours.
- Theft, possession, or the removal of City property without prior authorization.
- Using City property or services for personal gain or taking, removing, or disposing of City material, supplies, or equipment without proper authorization.
- Performing personal business on City time.
- Allowing non-employees to drive City vehicles or equipment.
- Possession, use, sale, manufacture, or distribution of, or working under the influence of, alcohol, non-prescribed or illegal drugs, or other intoxicants while engaged in City business, on City property or while operating City vehicles or equipment.
- Failure to obtain or retain licenses required to perform the duties of your job or failure to report loss of such licenses.
- Failure to adhere to safety and security procedures.
- Any conduct that the City believes endangers the safety or well-being of any employee or any other person on City premises or while in the conduct of City business.
- Possession or use of dangerous or unauthorized items, such as weapons or explosives, in the workplace or on City property or while conducting City business.
- Failure to report personal injury or accidents within 24 hours of occurrence.

- Unsatisfactory customer service, including discourtesy to a customer, vendor, or employee.
- Failure to carry out orders given by management, including refusal to do assigned work or other acts of insubordination or disrespectful conduct.
- Any tardiness or absence without notice including unauthorized absence from work during the work day or failing to submit required documentation to substantiate an absence.
- Excessive tardiness or absenteeism whether excused or unexcused or otherwise displaying a pattern of absenteeism or tardiness.
- Working outside of normal work hours without prior approval to do so.
- Gambling on the City of Chesterfield's premises or while conducting the City of Chesterfield's business.
- Sleeping on the job or leaving the job without authorization.
- Smoking in prohibited areas.
- Falsifying or altering City-related records including time-keeping records, business expense reports or other reports, records or work-related documents as well as improper handling, disclosure or misuse of confidential information.
- Misrepresentation of City of Chesterfield to customers, prospective customers, the general public or employees.
- Providing false or misleading employment information or withholding information that may impact employment.
- Improper cash handling procedures; misuse of City funds, or theft of property belonging to City of Chesterfield, customers, co-workers, or vendors and failure to safeguard alarm codes, safe combination, computer or other passwords or codes, leaving safe unsecured or premises unarmed.
- Theft, fraud, embezzlement or other acts of dishonesty whether or not it is for personal gain.
- Any conduct that has the appearance of impropriety or is detrimental to the City's image including social media or internet postings.
- Granting special consideration, treatment, or advantage to any person beyond what is available to every other person.
- Conviction of a crime that may impact the performance of your job duties or licensing, or raises a threat to the City's safety or well-being, its employees, customers, or property.
- Any action that violates federal, state, or local law including motor vehicle laws.
- Violation of City rules, regulations, policies, and procedures.
- Unsatisfactory performance or conduct.

Aiding and abetting any of the listed offenses may result in the same corrective action as the offense involved. The City reserves the right to issue a verbal warning, written warning, suspension, demotion, final warning, suspension, removal from the current position as well as immediate termination for violating policy, or other disciplinary action.

## DISCIPLINARY PROCEDURE

The City expects employees to comply with the City's standards of behavior and performance and to correct any noncompliance with these standards.

Under normal circumstances, the City endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does, however, retain the right to administer discipline in any manner it sees fit. Any of a number of disciplinary actions may be taken to correct unacceptable behavior or performance. Discipline may take the form of oral or written warnings, probation, suspension, demotion, termination, removal from the current position, or other disciplinary action. This policy does not modify the status of employees as employees at will or in any way restrict the City's right to bypass the disciplinary procedures suggested.

In cases involving serious misconduct, or any time the supervisor determines it is necessary, such as a major breach of policy or violation of law, the procedures contained above may be disregarded. Typically, in such scenarios, the supervisor should suspend the employee immediately (with or without pay), and complete an investigation to determine if further action, such as termination, is warranted.



## Section VII TIME OFF AND LEAVE OF ABSENCE

### HOLIDAYS

The City of Chesterfield observes the following paid holidays each year for benefits-eligible employees:

- NEW YEAR'S DAY
- MARTIN LUTHER KING DAY
- PRESIDENT'S DAY
- MEMORIAL DAY
- JUNETEENTH NATIONAL INDEPENDENCE DAY
- INDEPENDENCE DAY
- LABOR DAY
- VETERAN'S DAY
- THANKSGIVING DAY
- DAY AFTER THANKSGIVING
- CHRISTMAS EVE (HALF-DAY)
- CHRISTMAS DAY

If one of these holidays falls on a Sunday, it will be observed on the following Monday. If the holiday falls on a Saturday, it will be observed on the preceding Friday.

Holiday pay. Full-time regular employees and designated part-time employees receive holiday pay immediately upon joining the City. Part-time and temporary employees, including summer employees, are not eligible for holiday pay.

To receive holiday pay, an eligible employee must be at work or taking an approved absence on the workdays immediately preceding and immediately following the day on which the holiday is observed. An approved absence is a day of paid vacation, comp. time, or sick leave. If an employee is absent on one or both of these days because of an illness or injury, the City may require verification of the reason for the absence before approving holiday pay.

Scheduling Leave. Generally, employees are free to take an accrued time off at any time of the year if their supervisor approves the request in advance. Employees must submit requests electronically through the time and attendance system. Supervisors will resolve conflicts between employees' requests as possible. Preference is usually given to the employee who makes the earliest request, but supervisors may also consider other factors. A department may impose additional guidelines as necessary to ensure an efficient workflow. The City reserves the right to deny or rescind leave requests considering operational and emergency needs.

Religious observances. Employees who need time off to observe religious practices or holidays not already scheduled by the City should speak with their supervisor. Depending upon business needs and the timing, the employee may be able to work on a day that is normally observed as a holiday and then take time off for another religious day. Employees may also be able to switch a scheduled day with another employee (if permissible), take vacation or comp. time, or take off unpaid days. The City will seek to reasonably accommodate individuals' religious observances.

## VACATION

The City of Chesterfield recognizes the importance of time off from work to relax, spend time with family, and enjoy leisure activities. The City provides paid vacation time to full-time employees and eligible regular part-time employees for this purpose. The City encourages employees to use vacation in the year it is earned. However, employees can carry over up to 240 hours of accrued vacation to the following calendar year. Any vacation in excess of 240 hours will be forfeited. Employees whose employment terminates will be paid for earned, unused vacation time.

Employees should schedule vacation in advance at least three (3) days before the date(s) requested, when foreseeable. Vacation may be taken in increments as short as one-quarter (.25) hour up to a maximum of two weeks in a row.

Vacation Schedule. The following schedule governs the number of vacation hours accrued annually based on the length of service.

Service Period (years)	Hours Per Pay Period	Hours Per Year
0 to 3.99	3.08	80
4.00 to 9.99	4.62	120
10.00 and over	6.15	160

### SICK LEAVE

The City of Chesterfield provides regular, full-time, and designated regular part-time employees with paid sick days. Sick days are not intended to be used as a substitute for vacation days, but sick days may be used if an employee needs to provide care for a family member who is ill. Sick days may also be used if an employee needs time off for an illness or medical procedure. Family is defined as parent, spouse, and child.

Employees begin accruing sick leave on their date of hire at a rate of approximately 3.7 hours per pay period. Employees may carry accrued sick days over from one year to the next to a maximum of 960 hours. Sick leave may be taken in increments as short as one-quarter (.25) hours.

If the need for sick leave is foreseeable, employees are required to give at least 30 days' advance notice (e.g., a planned medical treatment) whenever possible. If the need for sick leave is not foreseeable, employees are asked to notify their supervisor as soon as is practical.

If an employee misses three (3) or more consecutive days because of illness, the City may require the employee to provide a physician's written permission to return to work.

Unless otherwise required by State or Federal requirements, unused sick days are forfeited when an employee's employment ends for any reason.

### PERSONAL DAYS FOR NEW HIRES

The City grants newly hired full-time employees five (5) personal days off with pay upon their hire date. Personal days provide paid time during an employee's first year to provide flexibility while accruing their paid leave per the regular sick and vacation schedules.

Employees may use personal days as a bank of leave time for any reason, such as personal or family illness, personal reasons, vacation, or any other reason, at the employee's discretion, subject to the scheduling requirements cited previously.

When the need to use personal days is foreseeable, employees should request to use the leave in advance according to the department scheduling practice with the employee's supervisor. If the need to use personal days is not foreseeable, employees should notify their supervisor as soon as practicable and generally comply with any notice or procedural requirements for requesting or reporting leave usage.

Personal days are not cumulative and must be used in the employee's first year of service. Personal days are forfeited if not used within this prescribed period. Additionally, unused personal days are lost if the employee's employment ends for any reason.

### LONG-TERM SERVICE DAYS

The City awards forty (40) hours of long-term service to employees with 20+ years of continuous employment. The employee will receive these days on each anniversary date if they remain an employee of the City. The employee may take the forty (40) hours as either:

- A vacation credit under the same conditions as established in the vacation policy; or
- A one-time lump sum payment. The employee must make such an election before the anniversary date; or
- A contribution to the employee's retirement account.

### LEAVE OF ABSENCE

The City of Chesterfield supports employees in need of requesting time out of work for medical and personal reasons. This policy explains the various leave of absence types available to employees. Approval depends on consideration of the conditions listed below.

### FAMILY AND MEDICAL LEAVE (FMLA)

The City complies with the federal FMLA, which requires employers to grant unpaid leaves of absence to qualified workers for certain medical and family-related reasons. The City also abides by any state and local leave laws. The more generous of the laws will apply to the employee if the employee is eligible under both federal and state laws.

Please note there are many requirements, qualifications, and exceptions under these laws, and each employee's situation is different. Contact the Human Resources Department to discuss options for leave.

The City provides eligible employees up to 12 weeks of unpaid, job-protected leave in any 12-month period for certain family and medical reasons. The 12-month period is a rolling period measured backward from the date an employee uses any FMLA leave, except for leaves to care for a covered servicemember with a

serious illness or injury. For those leaves, the leave entitlement is 26 weeks in a single 12-month period measured forward from the date an employee first takes that type of leave.

Basic leave entitlement. The City provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons: (1) for incapacity due to pregnancy, prenatal medical care, or childbirth; (2) to care for the employee's child after birth or placement for adoption or foster care; (3) to care for the employee's spouse, child, or parent who has a serious health condition; or (4) for a serious health condition that makes the employee unable to work.

Military family leave entitlements. Eligible employees with a spouse, child, or parent on active duty or called to active-duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include addressing issues that arise from (1) short notice of deployment (limited to up to 7 days of leave); (2) attending certain military events and related activity; (3) arranging child care and school activities; (4) addressing certain financial and legal arrangements; (5) attending certain counseling sessions; (6) spending time with covered military family members on short-term temporary rest and recuperation leave (limited to up to 5 days of leave); (7) attending post deployment reintegration briefings; (8) arranging care for or providing care to a parent who is incapable of self-care; and (9) any additional activities agreed upon by the employer and employee that arise out of the military member's active duty or call to active duty.

The FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the armed forces, including a member of the National Guard or reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of the servicemember's office, grade, rank, or rating and for which the servicemember is undergoing medical treatment, recuperation, or therapy; is in outpatient status; or is on the temporary disability retired list.

Benefits and protections during FMLA leave. During FMLA leave, the City will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. However, an employee on FMLA leave does not have any greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

An employee may choose not to retain health coverage during FMLA leave. However, when an employee returns from leave, the employee is entitled to be

reinstated on the same terms as prior to taking the leave, including family or dependent coverages, without any qualifying period, physical examination, exclusion of pre-existing conditions, etc.

Certain highly compensated key employees also may be denied reinstatement when necessary to prevent “substantial and grievous economic injury” to the City’s operations. A “key” employee is an eligible salaried employee who is among the highest-paid 10 percent of the City’s employees within 75 miles of the worksite. Employees will be notified of their status as key employees, when applicable, after they request FMLA leave.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued before the start of an employee’s leave.

Employee eligibility. The FMLA defines eligible employees as employees who (1) have worked for the City for at least 12 months; (2) have worked for the City for at least 1,250 hours in the previous 12 months; and (3) work at or report to a worksite that has 50 or more employees or is within 75 miles of City worksites that, taken together, have a total of 50 or more employees.

Definition of “serious health condition.” A serious health condition is an illness, an injury, an impairment, or a physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a healthcare provider for a condition that either prevents the employee from performing the functions of the employee’s job or prevents the qualified family member from participating in school, work, or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least 2 visits to a healthcare provider or 1 visit and a regimen of continuing treatment, incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of “continuing treatment.”

Use of leave. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced work schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer’s operations. Leave due to qualifying exigencies also may be taken on an intermittent or a reduced work schedule basis.

Substitution of paid leave for unpaid leave. Employees may choose or employers may require the use of accrued paid leave while taking FMLA leave. Accordingly, the City requires employees to use any accrued paid vacation, comp. time, and sick days during an unpaid FMLA leave taken because of the employees’ own serious health condition or the serious health condition of a family member or to care for a seriously ill or injured family member in the

military. In addition, employees must use any accrued paid vacation or personal days (but not sick days) during FMLA leave taken to care for a newborn or newly placed child or for a qualifying exigency arising out of a family member's active duty or call to active-duty status in support of a contingency operation. In order to use paid leave for FMLA leave, employees must comply with the City's normal paid leave procedures found in its Vacation and Sick Leave policies.

**Employee responsibilities.** Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, employees must provide notice as soon as practicable and generally must comply with the City's normal call-in procedures. The City may delay leave to employees who do not provide proper advance notice of the need for foreseeable leave, absent unusual circumstances preventing the notice.

Employees must provide sufficient information for the City to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a healthcare provider, or circumstances supporting the need for military family leave. Employees also must inform the City if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also are required to provide a certification and periodic recertification supporting the need for leave. The City also may require a second and, if necessary, a third opinion (at the City's expense) and, when the leave is a result of the employee's own serious health condition, a fitness-for-duty report to return to work. The City also may delay or deny approval of leave for lack of proper medical certification.

**City responsibilities.** The City will inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice will specify any additional information required, as well as the employees' rights and responsibilities. If an employee is not eligible, the City will provide a reason for the ineligibility.

The City will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employees' FMLA leave entitlement. If the City determines that the leave is not FMLA-protected, the City will notify the employees.

**Other provisions.** Under an exception to the FLSA in the FMLA regulations, hourly amounts may be deducted for unpaid leave from the salary of executive, administrative, and professional employees; outside sales representatives; certain highly skilled computer professionals; and certain highly compensated employees who are exempt from the minimum wage and overtime requirements of the FLSA, without affecting the employees' exempt status. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of FMLA leave.

Employees may not perform work for self-employment or for any other employer during an approved leave of absence, except when the leave is for military or public service or when the City has approved the employment under its Outside Employment policy and the employees' reason for FMLA leave does not preclude the outside employment.

Unlawful acts by employers. The FMLA makes it unlawful for any employer (1) to interfere with, restrain, or deny the exercise of any right provided under the FMLA or (2) to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

Enforcement. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

#### Employee Benefits During FMLA Leave.

- During the FMLA leave period, an employee must continue to pay whatever share of group health plan premiums the employee paid before the FMLA leave. The City will provide the employee with the advance written notice of the terms and conditions under which these payments must be made. If premiums are raised or lowered, the employee is required to pay the new premium rates.
- If the employee is substituting accrued paid leave for unpaid FMLA leave, the employee's share of benefit premiums will be paid as a standard payroll deduction. Any portion of the benefit premiums not covered by the standard payroll deduction is subject to the payment terms below.
- If the FMLA leave is unpaid, the employee's share of premiums payments is due at the same time it would ordinarily be due through payroll deductions, meaning the premium payment is due every payday. An employee may instead pay their share of the premium for coverage during the entire leave before the leave begins on a pre-paid method. Personal checks, money orders, or cashier's checks for such premium payments should be made payable to the City of Chesterfield.
- If the employee does not make the required payments during the FMLA leave period, with sufficient notice as required by the FMLA, the City will terminate the member's coverage. These members are ineligible to continue coverage under COBRA and will not receive a COBRA notification letter.
- Maintenance of voluntary benefits, including supplemental life insurance, vision insurance, short-term disability, accident, and critical illness plans, is the employee's sole responsibility. The City is under no obligation to maintain voluntary benefits if an employee fails to pay their premiums.

Failure to make voluntary plan premium payments will result in the cancellation of benefit coverage.

## PARENTAL LEAVE

The City provides this policy to give employee parents additional flexibility and time to bond with their new child while adjusting to a changing family situation. While such paid leave is not required by law, family-friendly policies are essential to cultivating an atmosphere where employees can thrive professionally without sacrificing essential family obligations. Leave under this policy is paid leave associated with the birth of an employee's own child or the placement of a child with the employee in connection with surrogates, adoption, or foster care. Such paid leave under this policy will not be charged against the employee's other paid leave benefits, however, Paid Parental Leave and FMLA Leave will run concurrently.

**Employee eligibility.** In order to qualify for leave under this policy, an employee must be full-time with at least one-year (1) of continuous service at the time of the eligible event; and the employee becomes the parent of a child who resides in the same household due to an eligible birth, adoption, or foster parent event.

The following eligible events qualify for Parental Leave under this policy:

- The eligible employee gives birth to a child.
- The birth of a child who resides in the same household, for whom the eligible employee is the mother or father of the child.
- The placement of a child of twelve (12) years of age or younger through adoption or foster care. Only a new placement will qualify as an eligible event. Prior foster care placement or adoption will not be an eligible event.
- Special circumstances which may be individually authorized and approved by the City Administrator, such as: an event where an eligible employee assumes legal custody and responsibility for a familial child or children due to death or incapacitation of their parents.

Additionally, the foregoing qualifying events must be FMLA certified to qualify for parental leave under this policy.

**Parental Leave Time.** Parental Leave shall not exceed two-hundred forty hours (240) per qualifying event. Parental Leave described in this policy shall be available for a 6-month period following the birth or adoption of a child.

Employees are eligible for up to 240 hours of Parental Leave in a rolling 12-month period. In the event one or more children are born, adopted, or fostered the amount of Parental Leave will not be adjusted.

In the event the parents involved in a qualifying event are both employees of the City; the total amount of parental leave authorized for the event, not more than 240 hours, shall be shared between the employee parents. The amount of

parental leave apportioned between the employee parents is to be solely determined by the parent employees involved and can be shared in any proportion.

If the Parental Leave is to be shared between two parent employees the employees must provide a coordinated four-week advance schedule submitted on behalf of both employees utilizing Parental Leave. Schedule may be waived for the first two weeks of Parental Leave in such instances where the onset of the Parental Leave is indeterminate.

Parental Leave may be used intermittently during the 6-month period, but leave must be used in minimum one-week increments (Sunday 12:01 am thru Saturday 12:00 am Midnight) for ease of scheduling and tracking purposes. If used intermittently, employee must provide a minimum four-week advance schedule. Schedule may be waived for the first two weeks of Parental Leave in such instances where the onset of the Parental Leave is indeterminate.

#### Employee Responsibilities and Additional Information.

- An eligible employee shall initially notify their supervisor of the need for Parental Leave and include the estimated timing of such leave at least thirty (30) calendar days in advance of the anticipated onset of the Parental Leave. If the need for Parental Leave is not foreseeable, an eligible employee must give notice of the need to their supervisor as soon as practicable. Notice shall be provided in writing, on forms available by the City.
- The employee(s) shall make written their request for parental leave on the appropriate form as made available by the City and as approved by the Department Head. Copies of the approved forms shall be provided to the Finance Director and Manager of Human Resources.
- FMLA certification. The employee is required to provide the necessary FMLA documentation from the physician or agency with an estimated due date.
- Official court documents providing the date of adoption or placement must be provided.
- Once the two-hundred forty hours (240) of Parental Leave has been exhausted, employees may request continued leave covered under other policies as applicable and in accordance with all other City policies.
- Upon termination or resignation of employment, the employee shall not be eligible for payment of any unused Parental Leave.
- Employees on Parental Leave may not be otherwise employed, work secondary employment, be contracted for work or services, or otherwise perform compensated activities outside of their scope of work for the City of Chesterfield. Exceptions may be made only in the event of a court subpoena, natural disaster response, or in limited emergency situations where the employee's absence would significantly impair the City's ability

to successfully respond to a natural disaster or other emergency occurrence.

- Disciplinary action, up to and including termination, may be taken against an employee who uses Parental Leave for purposes other than those described in this policy.

### SHORT TERM ABSENCES

The City may grant paid and unpaid leaves of absences in certain circumstances according to the guidelines below. An authorized short-term absence may include any of the following:

**Military Duty.** The City of Chesterfield supports the military obligations of all employees and grants leave for uniformed services under applicable federal and state laws. Any employee who needs time off for uniformed service should immediately notify their Supervisor and Human Resources.

**Military Leave.** A military leave of absence will be granted to employees to attend training or, if called to serve active duty with the U.S. armed services.

- Under this provision, employees granted a military leave will be eligible to receive their base rate of pay less the base rate of pay received from military service for up to a maximum of one (1) year.
- If the base pay earned through the military is greater than the City's base pay rate for the employee, no differential in pay will be recognized.
- Per City Council Policy, vacation, sick leave, retirement, and holiday benefits will continue to accrue during the first 12 months of a military leave of absence.
- Employees should provide their supervisors with a copy of their orders with as much notice as possible before leaving.

**Military Training.** Employees granted military training leave will receive pay for all scheduled workdays during the training period.

- PAID LEAVE FOR MILITARY TRAINING WILL NOT EXCEED 15 DAYS IN ANY MILITARY YEAR - October 1 through September 30;
- If Military Training is more than 15 days, the employee can charge the absence to vacation, comp. time, or holidays if available. The employee may also take the additional time off unpaid.

Upon return from military leave, employees will retain certain rights with respect to reinstatement, seniority, layoffs, compensation, length of service promotions, and length of service pay increases, as required by applicable federal or state law. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

All employees who enter military service may accumulate a total absence of 5 years and still retain employment rights.

**Bereavement Leave.** Employees may take up to three (3) days of paid bereavement leave upon the death of a member of their immediate family. "Immediate family members" are defined as an employee's spouse, parents, stepparents, siblings, children, stepchildren, grandparent, or grandchild.

The City may require verification of the need for the leave. The employee's supervisor and Human Resources will consider this time off on a case-by-case basis. The City's paid leave policies also provide employees additional paid leave and non-paid leave for personal or family business if time is needed beyond the bereavement leave.

**Jury Duty Leave.** The City supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to their supervisor as soon as possible after receiving the notice to allow planning for an employee's absence.

- The City will pay employees for jury duty service at the employee's regular rate of pay minus any compensation received from the court for the period of service.
- If an employee is released from jury duty after 4 hours or less of service, the employee must report to work for the remainder of that workday.
- Employees must submit a leave request form at least three (3) days before the date(s) requested for leave. Employees required to call into the court daily must keep their supervisor informed of their court schedule and when they will be available to work.
- The compensation received by courts must be signed over to the City and forwarded to the Finance Director.

**Voting Leave.** As provided by state law, any employee is entitled to be absent from work with the City for three (3) hours between opening and closing the polls to vote. Any such absence shall not be the reason for the termination or threat to terminate any person from employment. Such employees shall not be penalized, nor shall any deductions to their salary or wages be made.

The request for such leave of absence, however, must be made before Election Day, and the leave shall not apply to an employee on the day of the election if there are three (3) consecutive hours while the polls are open in which the employee can vote and is not working for the City.

An employee's supervisor may also specify any three (3) hours between opening and closing the polls during which the employee may be absent.

**Emergency Leave.** Full-time employees are eligible for emergency leave following their date of hire. Employees may use emergency leave in highly extenuating circumstances that may threaten the employee's welfare or immediate family, such as household fire, flooding, etc. The City may also use emergency leave to

remove an employee from the workplace for various work-related reasons occurring in the line of duty, ex., discharging a firearm.

- This provision does not allow for situations such as transportation problems, auto repairs, babysitting, or similar non-critical obligations of the employee. Nor can employees substitute emergency leave for sick leave or other types of leave otherwise provided by the City. It cannot be used when other leaves are exhausted, and an absence rightly belongs under another leave benefit.
- Maximum leave. Emergency leave shall not accumulate from year to year. Employees shall only be eligible for three (3) days or twenty-four (24) hours of paid emergency leave per year of employment per their date of hire and subsequent anniversary dates.

Personal Leave of Absence. In very unique and limited circumstances, employees may be granted a personal leave of absence to attend to personal matters in cases where the City of Chesterfield determines that an extended period away from the job will be in the employee's and the City's best interests.

- Request for Personal Leave of Absence. Requests for personal leaves of absence must be made in writing to the immediate supervisor, indicating the reason for leave, date of commencement of leave, and the expected duration of the leave. Requests for personal leaves should be submitted 30 days before the start of the leave whenever possible. Personal leaves may be granted for a period not to exceed three months.
- Compensation and Benefit Continuation. Employees are required to use all vacation, comp. time, and sick days, when applicable, available to them during a personal leave. Any remaining time off will be unpaid.
  - If personal leave is unpaid, the employee's share of insurance premium payments is due at the same time it would ordinarily be due through payroll deductions, meaning the premium payment is due every payday. An employee may instead pay their share of the premium for coverage during the entire leave before the leave begins on a pre-paid method. Personal checks, money orders, or cashier's checks for such premium payments should be made payable to the City of Chesterfield.
  - If the employee does not make the required payments during the leave period, with sufficient notice the City will terminate the member's coverage. These members are ineligible to continue coverage under COBRA and will not receive a COBRA notification letter.
  - Maintenance of voluntary benefits, including supplemental life insurance, vision insurance, short-term disability, accident, and critical illness plans, is the employee's sole responsibility. Failure to make voluntary plan premium payments will result in the cancellation of benefit coverage.
- Length of Service and Benefit Continuation. An employee's length of continuous service will not be broken during an approved paid leave of absence. In addition, accrual of vacation time and sick days will continue

without interruption during the approved personal leave of absence. Contributions to the 401(a) may continue during the period of leave where the employee is receiving compensation. Per the plan provisions, the City will suspend 401(a) contributions if an employee is not receiving compensation.

- Return to Work. An employee returning from a personal leave of absence has no guarantee of being returned to their same or similar position. If the vacated position is no longer available, every effort will be made to place the employee in a similar situation. After offering appropriate open positions, the employee will be considered to have resigned should the employee reject such offers. If an employee fails to return to work after an approved leave, the employee will be deemed to have resigned.
- Not Returning to Work from Personal Leave. If the personal leave extends beyond 30 days, or if it becomes known the employee is not returning to work, the City will offer COBRA continuation.

Victims of Domestic Violence or Sexual Abuse Leave Time. As part of Missouri's Victims Economic Safety and Security Act, the City of Chesterfield provides protected unpaid leave for employees who are victims of domestic or sexual violence or have family or household members who are victims of the same.

- Maximum Leave. In the case of domestic or sexual violence as defined by statute, an employee is entitled to up to two workweeks of unpaid leave within any 12-month period to address the related matters. Leave may be taken intermittently or on a reduced schedule. The employee shall provide the City 48 hours' notice unless such notice is not practicable.
- Any employee affected by domestic or sexual violence (actual or threatened) may request a reasonable safety accommodation. We urge employees to make such requests with their immediate Supervisor or Department Head, Human Resources, or other management members.



## Section VIII EMPLOYEE BENEFITS

### EMPLOYEE GROUP BENEFITS

The City of Chesterfield recognizes the value of benefits to employees and their families. The City supports employees by offering a comprehensive and competitive benefits program. Please refer to the Summary Plan Descriptions (SPDs) for more information regarding benefit programs. Additional information is available on Employee Navigator or by contacting Human Resources. The full

plan document will control to the extent that the information provided here conflicts with the SPD or full plan document.

### MEDICAL INSURANCE

Regular full-time employees are eligible to participate in the City's group health insurance program. Participation begins on the eligible employee's hire date.

The percentage of employee and dependent premium paid by the City is subject to City Council approval.

Employees who decline group health insurance provided by the City can receive conditional opt-out payments if they provide proof of coverage elsewhere.

### DENTAL INSURANCE

Regular full-time employees are eligible to participate in the City's group dental insurance program. Participation begins on the first day of the month following the employee's hire date. The City pays all, or a portion of, the employee dental premiums based on the type of plan selected by the employee.

### VISION INSURANCE

Employees may purchase voluntary vision insurance to access vision care and services.

### BASIC LIFE INSURANCE

The City of Chesterfield provides group life insurance for regular full-time employees. The cost of this coverage is paid in full by the City. The benefit amount is based on the basic life class description. Participation begins the first day of the month following the date of hire.

Per IRS regulations, excess life insurance benefits are considered a taxable fringe benefit and will be reported on your paycheck and W-2 each year. The taxable excess life insurance benefit affects any employee who has an annualized salary greater than \$50,000.

### LONG-TERM DISABILITY

Long-term disability benefits are offered to regular full-time employees. If an employee becomes disabled and cannot work for an extended period, this coverage pays 60 percent of the employee's salary, up to the policy limits. This benefit is funded solely by the City. Participation begins the first day of the month following the date of hire.

## SUPPLEMENTAL INSURANCE

The City provides voluntary employee, spousal, and child supplemental insurance coverage in addition to what is provided by the group plans. Participation in the supplemental insurance plans is completely voluntary and is funded solely by the employee. The City collects premiums through payroll deductions and remits them to the insurer. Participation begins the first day of the month following the date of hire. Supplemental insurance plans include:

**Voluntary Life Insurance.** Employees may purchase voluntary life and accidental death and dismemberment insurance for themselves, spouses, and children in increments of \$10,000, subject to a maximum of \$500,000. Voluntary Life Insurance is also available for spouses and children.

**Short-Term Disability.** Employees may purchase short-term disability in increments of \$100.00, not exceeding 60% of their weekly salary, to a maximum weekly benefit amount of \$2,000. Employees can elect to have benefits paid on the 8<sup>th</sup> day, 15<sup>th</sup> day, or 30<sup>th</sup> day for a disability caused by a non-work-related condition, illness, or injury.

**Supplemental Accident Insurance.** Employees may purchase accident insurance that helps pay for medical and out-of-pocket expenses incurred after an accidental injury. Employees may select a plan to help offset costs not covered under the medical insurance plan. Spouses and children are also eligible for coverage.

**Critical Illness Insurance.** Employees may purchase critical illness insurance that provides a lump-sum benefit upon diagnosis of a covered illness to be used however an employee chooses. Spouses and children are also eligible for coverage.

## FLEXIBLE BENEFIT PLANS (SECTION 125)

A Section 125 plan allows employees to make contributions toward health care and dependent care expenses on a pretax basis.

- **Medical Flexible Spending Account:** Allows the employee to set aside before-tax dollars to pay for medical expenses that neither insurance nor the employer pays nor is reimbursed by any other source. The election maximum and carry-over limits are determined on an annual basis.
- **Dependent Care Flexible Spending Account:** Allows the employee to set aside before-tax dollars to pay for eligible dependent care expenses such as preschool, summer day camp, or before or after school programs.

## RETIREMENT

457 Retirement Plan. All full-time employees of the City who are receiving a salary are eligible to participate in the City's defined contribution retirement program. The employee may elect pre-tax or Roth (post-tax) contributions. Participation in the plan is optional. The City does not participate in this plan by contribution unless provided for by an employment agreement.

Maximum deferral amounts are limited to the maximum allowable under Section 457(b) of the Internal Revenue Code. Employee contributions are deferred from federal and state income tax until withdrawal if you elect pre-tax contributions. Roth contributions are taxable at the time of the contribution.

A broad selection of investment funds is offered. Withdrawals are only permitted upon the termination of employment, normal retirement, or in the event of an unforeseeable emergency as defined by the Internal Revenue Service.

401(a) – Retirement Plan. All full-time employees are eligible for the City of Chesterfield 401(a) defined contribution plan upon their hire date. The City contributes 8% of the employee's gross earnings each pay period. An employee is 100% vested (earned the right to their entire account) after five (5) years of service. Only the City contributes to this plan.

## VOLUNTARY LEAVE DONATION PROGRAM

Under the Voluntary Leave Donation Program, a covered employee may contribute unused vacation or compensatory time to another employee who is experiencing a personal or family medical condition or emergency that requires a prolonged absence. The City of Chesterfield will not solicit any donations of vacation or compensation time on behalf of any employee.

Participation is entirely voluntary, per the procedures outlined below, and applies only to the donation of vacation and compensation time credit. No sick leave may be donated. Donations are anonymous unless the donor chooses to self-identify. Donations will be used in the order received, and any unused donated leave will be returned to the leave donor(s) when the personal or family medical condition or emergency ends. Donated leave is converted to reflect differences in pay rates.

- Eligibility. Employees must be employed with the City for a minimum of one year to be eligible to donate vacation or compensatory time. The pay grade for employees donating time to a particular employee must be equal to or greater than the pay grade of the recipient.
- Policy Statement. The recipient employee must have a situation that meets the following criteria:
  - Medical Emergencies: A medical emergency is a major illness or medical condition of the employee or the employee's family member (see below) that is likely to require the employee to be absent from duty for a prolonged period and to result in a substantial loss of income because of the employee's lack of available paid leave. Note: The threshold for

“a substantial loss of income” is an absence (or expected absence) from duty without available paid leave for at least 40 work hours.

- Family Member. The definition of family member covers a wide range of relationships, including spouse; parents; parents-in-law; children; brothers; sisters; grandparents; grandchildren; stepparents; stepchildren; foster parents; foster children; guardianship relationships; same-sex and opposite-sex domestic partners; and spouses or local partners of those above, as applicable. Note: The City may require the employee to document their relationship with a family member. Also, the City has the authority to request additional information in cases of suspected leave abuse.
- Receiving Employee Conditions:
  - Employees who receive donated vacation or compensatory time may receive no more than 480 hours (12 weeks) within a rolling 12-month period.
  - If the recipient employee has available leave time in their balance, this time will be used before any donated vacation or compensatory time.
  - Donated vacation or compensatory time may only be used for time off related to the approved request.
  - If the donated hours are less than 40 in any given pay period, the “donation period” will cease. At this point, any donations remaining will be returned to the leave donor(s). The respective department head will notify the donor(s) that the “donation period” has ended. The employee having previously received the donated hours shall be on leave without pay from that point forward.
- Donating Employee Conditions:
  - The minimum number of vacation or compensatory time that an eligible employee may donate is 4 hours per the calendar year; the maximum is 40 hours.
  - Employees who are currently on an approved leave of absence cannot donate vacation/compensatory time.
- Donating Vacation/Compensatory Time. Employees who would like to donate vacation or compensatory time are required to complete a Voluntary Leave Donation Form (available on the City’s IntraNet portal, CCNet or from Human Resources) and submit it to their department head. Requests for donations of vacation or compensatory time must be approved by both the employee’s department head and the director of finance.

Nothing in this policy will be construed to limit or extend the maximum allowable absence under the Family and Medical Leave Act. For more information, employees may contact Human Resources.

## EMPLOYEE RECRUITMENT AND RETENTION INCENTIVE PROGRAM

If a candidate for any position within the City is referred by a current City employee, the employee will be eligible for referral compensation at three levels. The employee who referred the candidate would receive up to \$3,500, as follows:

- \$1,000 after new employee's first-year anniversary
- \$1,200 after new employee's second-year anniversary
- \$1,300 after new employee's third-year anniversary

Employees will complete and submit form to refer an applicant (available from the Human Resources Manager).

## EDUCATIONAL ASSISTANCE PROGRAM

The City of Chesterfield supports employees who wish to continue their education to secure increased responsibility and growth. In keeping with this philosophy, the City has established a reimbursement program for expenses incurred for courses taken through approved institutions of learning that are part of a degree program.

Upon the successful completion of a course, the City will reimburse 100% of all required tuition and associated fees, including textbooks, up to a maximum of \$2,500 per calendar year, per employee.

Actions and Instructions:

- The program is open to full-time permanent employees.
- All requests for assistance must be initiated using a Request for Employee Education Assistance form and submitted to the employee's Supervisor and Department Head for approval.
- To receive education assistance, employees must receive written approvals as specified before beginning any course.
- Employees must obtain a grade of "C" or better to receive the benefit provided. Grades must be submitted to the Department Head not more than ten (10) days upon their issuance. The Department Head will then forward the grade verification to the Finance Director to begin the reimbursement process.
- Upon separation from full-time employment with the City, employees will reimburse the City on a pro-rated basis for any funds received under the Education Assistance Program during the two years before separating employment (retirees included).
- Any amounts requested for reimbursement without receipts are not allowed.

#### Employee Responsibilities:

- Submit the Request for Employee Education Assistance Form to the immediate supervisor and department head before enrolling, indicating the intent to utilize tuition reimbursement funds.
- After approval to take the course is approved by the immediate Supervisor, Department Head, and the Finance Director, the form will be returned to the employee to keep until the course is complete and a request for reimbursement is made.
- The employee should ensure that the Request for Employee Education Assistance form is filled out thoroughly before submitting and a copy is made for their records.

#### Upon completion of the course, the following documents must be submitted to the Director of Finance:

- The previously approved Request for Employee Education Assistance form with the expense reimbursement request section completed, including necessary documentation through the same process as the original approval.
- A receipt showing the payment of tuition/registration and associated student fees.
- Documentation showing successful completion (grade "C" or better) of the course/certification.

Upon completion of processing the request, any reimbursement will be made via payroll utilizing direct deposit.

### EMPLOYEE DEVELOPMENT

Our Employee Development policy refers to the City's learning and development programs and activities.

The City supports job advancement and continual learning for employees by providing access to a variety of employee training courses, continuing education activities, and academic programs. Each employee shares in the responsibility for identifying job-specific training needs and available resources to support achievement of performance goals.

Training and Development. The City may select employees to attend outside seminars or special courses offered by organizations within their field or specialty. Upon written approval by the immediate supervisor and the division Department Head, registration and seminar fees and expenses will be paid 100% upfront.

## WELLNESS PROGRAM

The City of Chesterfield provides a bona fide Wellness Program for employees, including health assessments, screenings, periodic wellness programs, and access to other wellness information and resources.

Participation in the wellness program is voluntary. The City is not liable for injuries that occur during an employee's voluntary participation in any off-duty recreational, athletic, or social activities, including City or employee social events where employee participation is voluntary and not a part of an employee's job duties.

## EMPLOYEE ASSISTANCE PROGRAM (EAP)

The employee assistance program (EAP) is a resource designed to provide highly confidential and experienced help for employees dealing with issues that affect their lives and the quality of their job performance. The City of Chesterfield wants employees to maintain a healthy balance of work and family to enjoy life. The EAP is a confidential counseling and referral service that can help employees successfully deal with life's challenges. The benefits are available 24 hours per day and seven days per week and are free and confidential to employees and any household member.

The City encourages employees to use this valuable service whenever they have such a need. Employees who choose to use these counseling services are assured that the information disclosed in their sessions is confidential and not available to the City, and the City is not given any information on who chooses to use the services. For questions or additional information about this program, employees may contact the Human Resources Department.

## EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND RECEIPT

I hereby acknowledge receipt of the employee handbook of the City of Chesterfield. I understand and agree that it is my responsibility to read and comply with the policies in the handbook.

I understand that the handbook and all other written and oral materials provided to me are intended for informational purposes only. The handbook, City practices, and other communications do not create an employment contract or term. I understand that the policies and benefits, both in the handbook and those communicated to me in any other fashion, are subject to interpretation, review, removal, and change by management at any time without notice.

I further understand that I am an at-will employee and that neither this document nor any other communication shall bind the City to employ me now or hereafter and that my employment may be terminated by me or the City without reason at any time. I understand that no representative of the City has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment or make any agreement contrary to the foregoing.

I also understand and agree that this agreement may not be modified orally and that only the City Administrator may make a commitment for employment. I also understand that if such an agreement is made, it must be in writing and signed by the City Administrator.

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Employee's Name in Print

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Signature of Employee

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Date Signed by Employee

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

## EMPLOYEE ACKNOWLEDGMENT AND RECEIPT OF HARASSMENT POLICY

I have read and understand the City of Chesterfield's Harassment Policy. My signature below confirms my knowledge, acceptance, and agreement to comply with the policy.

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Employee's Name in Print

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Signature of Employee

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Date Signed by Employee

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

**RESOLUTION NO. 497**

**A RESOLUTION TO ADOPT AND IMPLEMENT REVISIONS TO  
THE SALARY ADMINISTRATION MANUAL FOR THE CITY OF  
CHESTERFIELD**

**WHEREAS**, the City of Chesterfield Finance and Administration Committee has reviewed and unanimously recommended changes to the City's Salary Administration Manual; and,

**WHEREAS**, the City of Chesterfield strives to promote economy and effectiveness in the personnel services rendered to the City of Chesterfield; and,

**WHEREAS**, the City of Chesterfield desires to establish and maintain a uniform plan of position classification based upon relative duties, responsibilities and functions of positions in the classified service; and,

**WHEREAS**, the City of Chesterfield endeavors to ensure that employees receive fair compensation for their contribution to the ongoing operation and effectiveness of administration and that the City receives fair return for its payroll expenditures; and,

**WHEREAS**, the City of Chesterfield believes that providing a modern and legally compliant system of personnel administration which will support the City's role as an equal opportunity employer, and in which fair and equal opportunity shall be afforded to all qualified persons to be employed, promoted and retained on the basis of merit and fitness; and,

**WHEREAS**, the City of Chesterfield strives to be an attractive employer and to encourage each employee to render their best service to residents, businesses, and visitors in the City; and,

**WHEREAS**, the City of Chesterfield desires to provide managers and supervisors direction and guidance in administering the salary administration program to ensure that it is fair and consistent.

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

**Section 1.** The updated City of Chesterfield Salary Administration Manual is hereby adopted and incorporated herein by reference as attached hereto and marked as "Exhibit A", which shall supersede and replace all prior versions thereof.

**Section 2.** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

This Resolution passed and approved on this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

\_\_\_\_\_  
MAYOR BOB NATION

ATTEST:

\_\_\_\_\_  
CITY CLERK  
VICKIE MCGOWND

# 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:** Salary Administration Plan

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As you know, in 2023 the City of Chesterfield City Council approved several recommended actions intended to improve employee recruitment and retention. These included reclassifying a number of “trade” positions, implementing a parental leave program, and reducing the probationary period from one-year to six-months. Because of these actions it is necessary and prudent to review the Salary Administration Plan (Plan), most recently updated on November 1, 2021. Accordingly, I have performed a thorough analysis of the Plan, and recommended changes as shown in the attached document – CLEAN and REDLINE. The overwhelming majority of these changes are related to the change in probationary period and employee compensation within the first year of employment. The most substantive related change is that moving forward probationary employees who fall below any adjusted minimum will be moved to the new minimum (Chapter IV, Section 4). The recommended changes also include a clarification on the administration of employee compensation adjustments within the first year of employment (Chapter IV, Section 7(L)).

During the budget deliberations, there was discussion about the submittal of the annual budget to the Finance and Administration Committee, as well as the differences between the merit raise and annual classification range adjustment. Specifically, there was concern that adjustment of the classification plan by only 75% of the merit pool would not ensure that our starting pay would remain competitive. During these discussions the Administration stressed the importance of maintaining a difference between the merit pool and the classification plan adjustment. There was general consensus amongst all in attendance that there should be a better way to address this. At that time the Administration indicated that Staff would study the matter and present a recommendation to City Council in the future.

After reviewing the matter at length, it is my recommendation that each year the initial budget presented to the Finance and Administration Committee of the Whole

include a merit increase of 1.5 times the CPI-U (but not less than three percent nor more than eight percent). The ultimate decision on the merit increase will still be debated during Budget work sessions and rest entirely with the Finance and Administration Committee of the Whole. The classification ranges would then be adjusted by the CPI-U, but no greater than 75% of the merit increase. The recommendations are included in the attached Plan.

I will be prepared to provide a presentation of the Plan changes at the Finance and Administration Committee meeting where this matter is considered. Should you have questions or require additional information, please contact me.

**Action Recommended**

This matter should be forwarded to the Finance and Administration Committee of City Council for consideration. Should F&A concur with the recommended changes they should recommend approval to the full City Council.

**CHAPTER I**  
**INTRODUCTION**

The City of Chesterfield Salary Administration Manual described herein has been established to meet the following objectives and goals:

- A. To promote economy and effectiveness in the personnel services rendered to the City of Chesterfield.
- B. To establish and maintain a uniform plan of position classification based upon relative duties, responsibilities and functions of positions in the classified service.
- C. To ensure that employees receive fair compensation for their contribution to the ongoing operation and effectiveness of the City of Chesterfield administration and that the City receives fair return for its payroll expenditures.
- D. To provide a modern system of personnel administration which will support the City of Chesterfield's role as an equal opportunity employer, and in which fair and equal opportunity shall be accorded to all qualified persons to be employed, promoted and retained on the basis of merit and fitness.
- E. To make the City of Chesterfield an attractive employer and to encourage each employee to render their best service to the City of Chesterfield.
- F. To guide managers and supervisors administering the salary administration program and to assist them in the administration of the program so that it is fair and consistent to individual employees and the City of Chesterfield.

**CHAPTER II**  
**DEFINITIONS**

Words used in this manual in the present tense include the future as well as the present, the singular includes the plural; and the plural includes the singular. The following words have the significance attached to them in this section, unless otherwise apparent from the context of the section in which they appear.

CITY - City of Chesterfield, Missouri

CITY ADMINISTRATOR - The Chief Administrative officer of the City of Chesterfield.

DEPARTMENT HEADS - The recognized Department Heads of the City of Chesterfield.

FULL-TIME EMPLOYEE - An employee who is scheduled to work forty (40) hours per week on a regular basis.

MAY - Is permissive or optional.

SHALL - Is mandatory

SUPERVISOR OR MANAGER - A person having the responsibility of assigning work, guiding and disciplining employees

FRATERNAL ORDER OF POLICE (FOP) – Reference to those employees within the Police Department represented by the Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15 and the Chesterfield Police Officers Association.

## **CHAPTER III**

### **COMPENSATION CLASSIFICATION AND ASSIGNMENT POLICIES**

#### **Section 1. Compensation Classification - Description and Purpose**

The Compensation Classification plan is comprised of a list of compensation classifications for positions supported by written specifications (i.e., job descriptions) setting forth the duties and responsibilities within each class of positions. The purpose of the classification plan shall be to:

- A. Provide similar pay for similar work.
- B. Establish qualification standards for recruiting purposes.
- C. Provide a means of analyzing work distribution, areas of responsibility, lines of authority, and other relationships between positions.
- D. Assist in determining budget requirements.
- E. Provide a basis for developing standard work performance.
- F. Establish lines of promotion and career growth.
- G. Indicate training needs.
- H. Provide uniform titles for positions.

All full-time employees of the City of Chesterfield shall be included in a position classification plan. Commissioned law enforcement employees will be addressed in a separate volume.

#### **Section 2. Compensation Classes**

Compensation classifications shall consist of one or more positions that are similar in the basic character of their duties and responsibilities so that the same pay level, title and qualification requirements can be applied and the positions can be treated fairly and equitably under like conditions.

#### **Section 3. Job Descriptions**

Job descriptions are concise, written documents summarizing accountability, nature and scope, duties, qualifications, contacts, complexity and working conditions associated with a position. Job descriptions are important sources of information for developing performance standards, evaluating jobs in the marketplace, and training employees.

Current job descriptions will be maintained for all positions in the position classification plan. The format and definition of terms used in the job descriptions will be as follows:

- A. Identification - This section will list the position title, the department which the associated position is assigned and the immediate supervisor.
- B. Position Summary - This section shall broadly explain the kind and level of work which characterizes the position and thereby distinguishes it from other classes. It may include references to such factors as level of responsibility, independence of action, areas of expertise, and supervision exercised.
- C. Principal Duties and Responsibilities - This section shall list a variety of duties and responsibilities which will customarily be performed by the associated position. This section may not be construed as setting forth all the specific responsibilities and duties, nor shall it limit or modify the right of any appointing authority to assign, direct, and control the work of employees. All job descriptions shall include the phrase "performs all other related work as required," to provide flexibility in assigning employees as necessary.
- D. Skills, Knowledge and Abilities - This part of the job description shall set forth the special skills, knowledge and abilities which are required of new employees at the time of their appointment.
- E. Minimum Education, Certification, and Experience Requirements - This section shall present a general statement of the minimum experience, education and other additional training/certifications which would ordinarily provide adequate preparation for a position and for successful performance of the work characteristics of the position.

#### Section 4. Maintenance of Job Descriptions

It will be the responsibility of each Department Head to review the job description of each position in their department regularly. Appropriate revisions and recommendations shall be submitted to the City Administrator for review and approval. The City Administrator may require revisions prior to approval. The Human Resources Manager shall maintain copies of each currently approved job description.

#### Section 5. New Job Descriptions

If a new job position is created, the Department Head is responsible for developing a description. The new job description shall be submitted for review and approval by the City Administrator. Under no circumstances shall a salary action be taken until such process is completed.

#### Section 6. Position Evaluation

Position evaluation is the process of determining the value of a position and assigning it to the appropriate compensation classification level. It shall be the responsibility of the City Administrator to assign each job title to its appropriate group by function and then by positions which are substantially similar with respect to difficulty, responsibility, and character of work. Such similar positions shall require generally the same amount of training and experience for proper performance to merit approximately equal pay.

#### Section 7. Position Evaluation Reviews

It shall be the responsibility of the Department Head to re-evaluate job positions for which revised position descriptions have been submitted; evaluate new positions for which position descriptions have been submitted; and submit all position evaluations and re-evaluations to the City Administrator for approval.

**CHAPTER IV**  
**THE PAY PLAN AND SALARY ADMINISTRATION POLICIES**

Section 1. Pay Plan Structure

The City of Chesterfield pay plan structure consists of forty-six (46) individual compensation positions. Each compensation classification position consists of an alpha-numeric identifier (e.g. D4), a compensation minimum, midpoint and maximum, and is characterized by a defined “spread”, which is the percentage difference between the maximum and minimum compensation levels. The compensation classifications are designed to include values for each civilian job position within the City of Chesterfield. The compensation classifications are designed to uniformly increase at four (4%) percent between each successive position. The pay plan structure is generally designed with 30% spread between the minimum and maximum compensation for each classification. However, there are a number of specific positions that have been identified as “critical” positions, and those positions have been designed with 40% spread of compensation values.

- A. A sufficient number of pay levels were included to capture the full range of job values represented in the city administration and the full range of job values anticipated in the future.
- B. Each pay level was made wide enough (30% - 40%) to allow employees to earn merit increases while performing their responsibilities.
- C. The distance between pay levels (4%) was made large enough to reflect actual differences in relative values of jobs in each pay level.
- D. Each position was assigned to the pay level which best represented its combined internal value to the City and external value in the marketplace.

Section 2. Annual Adjustment of Compensation Classification Ranges for Non-FOP employees

An annual uniform adjustment will be made to the compensation classification ranges based upon the All Urban Consumers (CPI-U) <https://data.bls.gov/timeseries/CUUR0200SA0>, Midwest region, All items CUUR0200SA0, not seasonally adjusted, one-year recorded percent index

change over the previous year, as reported for June in the prior calendar year. To ensure that the minimum and maximum value of the pay levels reflect the current market value of city jobs and the movement of salaries in comparable labor markets, the compensation plan ranges shall be adjusted annually, in January, immediately after distribution of the annual merit increases, if applicable. Individual salary increases will not occur as a result of this range adjustment process, unless the salary of an employee is beneath the minimum salary for his/her position after any merit increase has been awarded. In any year where the CPI is zero or less, there will be no adjustment to salary ranges the following year. However, in any given year, the annual compensation plan adjustment is limited to a value that shall not exceed 75% of the merit pool approved by City Council. This limitation is essential to preserve separation between existing employees and new hires.

### Section 3. Determination of Annual Budget for Performance Based (Merit) Increases

As part of the initial Annual Budget submittal, the City Staff will include a merit based increase of 1.5 times the CPI-U referenced in Chapter IV, Section 2, with a minimum of three percent and a maximum of eight percent. It is understood that this value is included in the initial draft in order to present a more realistic draft budget and that Council will consider the value of the merit compensation increase pool and value and provide direction to staff as to a final value to include in the final budget submission. While it is imperative that the maximum and minimum compensation rates are adjusted to keep the City competitive in the labor markets, it is equally important that the merit pool exceed these adjustments to avoid compression and sufficiently compensate the existing employees.

The Finance and Administration Committee of Council of the Whole will review the value of the merit pool for compensation increases and provide direction as to what value is to be included in the final budget submission. Staff will provide any/all information requested by the Finance and Administration Committee including but not limited to; CPI, relevant Labor indexes, and City Revenues such that the Committee can provide the recommendation for the merit pool budget. While Staff will submit an initial budget with a merit pool of 1.5 times the CPI-U, the decision as to what

figure to include in the final budget submitted to City Council rests solely with the Finance and Administration Committee of the whole.

Should the City Council elect to fund an annual merit increase, the amount allocated to the annual budget will be based on the following, and any other factors the Council chooses to consider.

- A) A percentage stipulated and approved by City Council based upon economic factors, labor information, and revenues available to the City.
- B) Actual salaries of all current and eligible employees who were on the payroll as of September 1 of current year. This will exclude the salaries of employees who are at the maximum of the range for their job position, but may include a dollar sum adjustment to account for employees who may be near the maximum salary for their respective range and otherwise eligible for less than the approved percentage that has been allocated to the annual budget.
- C) It is anticipated that any merit increase dollars not used for employees who may have left the payroll prior to September 1 of the following year will be sufficient to allow and award partial year increases for those employees who may join the payroll after September 1 of the current year.
- D) There will be no allocation made for vacant positions as of September 1st of the current year or positions that are forecast to be vacant or eliminated.

#### Section 4. Compensation Below Assigned Pay Level

If an employee's salary falls below the minimum compensation within a classification that employee's pay shall be raised to the new minimum.

#### Section 5. Compensation Above Assigned Pay Level

As a result of a compensation classification adjustment and/or the re-evaluation and reassignment of certain positions in the position classification plan, individual salaries may be above the maximum value of the appropriate pay level.

If an employee's salary is above the maximum for their pay grade, they shall not receive merit increases until such time as they are within the appropriate salary range defined for that position. Once the employee's salary falls

within the appropriate salary range, they will once again be eligible for merit increases.

#### Section 6. Compensation Levels For New Hires

The salary level for a new employee will depend upon the employee's qualifications. As a rule, new employees will be hired at the minimum amount of their pay level. Any hires above the minimum pay level up to the established maximum salaries described in the previous paragraph, may not occur without a written recommendation by the Department Head to the City Administrator stating why the candidate exceeds the minimum qualifications for the position. New employees may be hired at a compensation level not more than ten percent (10%) above the minimum pay for their job classification with the expressed approval of the Department Head. When job or market conditions necessitate, new employees may be hired at a compensation level up to the job classification midpoint only with the written permission of the City Administrator.

If at any time, acute competition, demonstrated exceptional qualifications of a candidate and/or labor shortages in the labor market create an unusually difficult situation for hiring personnel, the City Administrator may request that the Finance and Administration Committee so declare such situation and provide exemptions from the hiring salary limitation.

#### Section 7. Compensation Actions

The following types of compensation action may occur and affect the placement of any employee in the merit pay plan:

- A. Promotions - A promotion is the assignment of an employee from one position to another position having a higher maximum salary. When an employee is promoted to a position in a higher classification, the employee's salary shall be increased to not less than the minimum rate for the higher classification or to another point in salary range, whichever provides the employee with a salary increase of at least five percent (5%) above their current rate of pay. This action should be distinguished from a reclassification of a position which is assigned to a higher pay level.
- B. Demotions - A demotion is the involuntary assignment of an employee from one position to another position having a lower maximum salary.

When an employee is involuntarily demoted to an assignment in a classification having a lower maximum rate than the salary received at the time of reassignment, then the employee shall receive the maximum rate established for the classification to which the employee is being demoted; otherwise, the employee shall receive their present rate if that rate is lower than the maximum rate of the classification to which they are being demoted.

- C. Separations - Separations shall include resignation, dismissal, retirement, lay-off, disability or death. No salary actions shall be taken as a result of an employee's separation, unless such action is specified by ordinance or an employee contract.
  
- D. Transfer - A transfer is the voluntary assignment of an employee from one position to another position having either a lower or higher maximum salary. An employee who voluntarily transfers to another position will be subject to the pay level of the position being accepted and will start at a salary most equivalent to their salary in the previous position but not to exceed the maximum rate of the new range or fall below the minimum rate of the new range.
  
- E. Performance - Performance is the carrying out of required action and displayed patterns of behavior. Performance evaluations shall determine performance levels and the assigned merit increases according to performance.
  
- F. Overtime - All full-time non-exempt employees covered by the Fair Labor Standards Act must be compensated at the rate of 1-1/2 times the number of hours worked over forty (40) in a seven (7) day work week or over an established work period or receive compensatory time off. The work week for purposes of this section shall be defined as beginning at 12:01 a.m. Sunday morning and proceeding for seven (7) full continuous days until midnight the following Saturday night. Authorized absences with pay during the work week or work period because of vacation, holidays, military training leave, or compensatory time off shall be considered authorized work for the purposes of calculating overtime. The City reserves the right to change work schedules during the work week or work period to reduce overtime liability.

- G. Overtime/Callouts on Holidays and Vacation - Any non-exempt employees covered by the Fair Labor Standards Act, who are called to work on a holiday or while on vacation shall be paid at the rate of one (1) times the employee's hourly rate for all hours worked. Such overtime compensation shall be in addition to regular pay received for the holiday. Both the holiday hours and the hours worked on the holiday shall be included in the calculation of all hours worked for the work week.
- H. Call-Outs - If an employee is called back to work outside of a normally scheduled work day or is called back to work after having completed a regularly scheduled work day, the City shall compensate the employee a minimum of two (2) hours.
- I. Approval of Overtime - The City shall not be obligated to pay overtime not expressly authorized in advance by a direct supervisor. Employees who perform unauthorized overtime work shall not receive payment. All overtime should be recorded and claimed in the appropriate pay period and on the appropriate time sheet.
- J. Scheduling of Overtime - When scheduling overtime, supervisors shall attempt to equitably distribute overtime among all qualified employees and it shall be assigned to the most appropriate position classification which can perform the work.

Supervisors shall when possible, give employees reasonable advance notice of overtime work. When sufficient personnel with appropriate skills are not available on a voluntary basis to perform required overtime, employees who refuse to work assigned overtime or who fail to report upon notice for overtime work may be subject to appropriate disciplinary action.

- K. Compensatory Time Off - All employees covered by the Fair Labor Standards Act are eligible for compensatory time off in lieu of overtime pay when work hours exceed forty (40) hours in a seven (7) day work week or their work period hours. Employees cannot receive both compensatory time and overtime as compensation for the same excess hours worked. The city will grant compensatory time off in lieu of

overtime unless the operations of the city would be unduly disrupted by the employee's absence from work.

Accrual of compensatory time shall be limited to a maximum of forty (40) hours for all covered employees except those employees responding to an emergency or significant event. In this event, compensatory time may be temporarily accrued up to eighty (80) hours.

Compensatory time shall be accrued at a rate of one and one-half (1-1/2) hours for each excess hour worked. All compensatory time accrual as well as compensatory time taken, must be approved by the employee's supervisor and reviewed by his Department Head. Employees will be compensated for unused accrued compensatory time remaining at the time of separation from employment.

L. New Hires – The performance of all new hires shall be assessed during the six-month probationary period. At the end of the probationary period the employee shall be provided notice that he/she meets the minimum standards of the position and has been removed from probationary status. At the one-year anniversary of the hire date the employee is eligible for a merit-based increase not to exceed the most recent authorized increase as detailed in Chapter IV, Section 3. After the one-year anniversary all employees are eligible, but not entitled to, merit raises when authorized. However, the first raise after the one-year adjustment shall generally be pro-rated based upon the month of hire. For example, an employee who starts on May 1 and receives a full adjustment on the next May 1 will generally receive a pro-rated raise (8/12) on January 1.

- If an employee's pay was adjusted to the new minimum during his/her first year of employment, that employee remains eligible for an adjustment at the one-year anniversary. However, in that case the employee's maximum adjustment at the one-year anniversary cannot exceed the difference between the overall authorized increase and the adjustment to the minimum previously provided.

**CHAPTER V**  
**PERFORMANCE APPRAISAL PROGRAM**

Section 1. Objectives

The objectives of the City of Chesterfield Performance Appraisal Program are to optimize each employee's job performance by providing good information to an employee in regard to established performance standards. Employees must be compared to their job description and work performance and not to their co-workers. The Performance Appraisal Program also provides managers and supervisors with a more acceptable tool for employee compensation decision-making.

Section 2. Policy

To accomplish the objectives of the Performance Appraisal Program, it is important that both managers and employees view the process as a positive tool to produce more effective working relationships and work ethic. This is more likely to occur when employees understand their job responsibilities, receive feedback on their performance against specific job standards and are given the opportunity to develop useful action plans to improve performance when deficiencies exist.

Section 3. Performance Appraisal Schedule

The City of Chesterfield Performance Appraisal Schedule shall be as follows:

- A. All new employees shall be evaluated prior to six (6) months of service from their date of hire. This six-month evaluation will determine whether the employee has satisfied the probationary requirements of the position. They shall be evaluated again after twelve (12) months of service from their date of hire. This twelve-month evaluation shall determine the basis for any merit-based increase as provided in Chapter IV, Section 7(L).
- B. After the six (6) month and twelve (12) month evaluations, all employees shall be evaluated annually prior to January 1. If the twelve-month evaluation detailed in Chapter V, Section A occurred June 1 or later that evaluation shall serve as the annual evaluation.
- C. Following the successful completion of the six (6) month probationary

evaluation and the annual evaluation thereafter, an employee shall be eligible for a merit based increase in compensation as determined in conjunction with the compensation plan in effect at the time of the evaluation. The total dollars budgeted for salary increases shall be determined each year by the City Council during the annual budget process.

#### Section 4. Performance Appraisal Evaluation

All evaluations completed by subordinate supervisors must be approved by each level of supervision in the department including the Department Head. The City Administrator shall evaluate all Department Heads and Executive staff.

The Department Head will forward their recommendations for merit awards to the Finance Director, who shall review them and forward them to the City Administrator for final approval.

The Supervisor and/or Department Head shall review all performance evaluations with the individual employees. Employees shall sign their evaluation forms and all original evaluation forms shall be returned to the Personnel Office to be filed permanently in the employee's personnel file. At a different meeting, the Department Head or his/her designee shall conduct the salary discussion and communicate the merit increase, if any.

#### Section 5. Performance Appraisal Appeal

If employees do not agree with the performance evaluation they receive, they may appeal the review to their Department Head. Signature on the evaluation form shall not signify acceptance of the evaluation. It shall merely be acknowledgement of the review with the employee by the Department Head. The appeal shall be filed separately. Employees can access forms on CCNET. All appeals must be filed within seven (7) days of the evaluation. Failure to submit a timely appeal will be regarded as acceptance of the evaluation, and the right to further appeal will be forfeited. Appeals must be filed in duplicate with the Department Head and the Human Resources Manager. The Human Resources Manager shall notify the City Administrator of all performance evaluation appeals.

Following receipt of an appeal, the Department Head must review and decide on the appeal within seven (7) days. The Department Head shall notify the

employee and Human Resources Manager of the decision. If the employee is unwilling to accept the determination of their Department Head, they may request the appeal be reviewed by the City Administrator. The City Administrator must review and decide on the appeal within fourteen (14) days. The decision of the City Administrator shall be final.

The performance appraisal appeal shall not be confused with the appeals process for the administration of discipline for employees. Disciplinary actions involving dismissal, suspension, or demotion shall be separately provided for in the grievance procedure described in the City of Chesterfield Personnel Rules and Regulations.

The appropriate form for a performance appraisal appeal may be obtained from the Human Resources Manager or on CCNET.

**CHAPTER VI**  
**COMPENSATION DECISION-MAKING**

Section 1. Objective

It is the City of Chesterfield's objective to develop a fair and equitable linkage between the performance appraisal system and the merit pay plan. The compensation plan approved by the City Council shall be used for this purpose.

Section 2. Policy

All compensation decisions shall follow the performance appraisal process and the overall performance ratings for each employee shall be individually reviewed and awarded. All decisions regarding compensation should be made without the influence of issues which bear no relationship to the review of work performance.

Section 3. Merit Increases

A merit increase is the total payment granted an employee as a result of his overall performance score. A merit increase cannot be granted which would result in any employee exceeding the maximum compensation assigned for their specific job title.

Section 4. Procedure to Determine Compensation

The following procedure shall be used in compensation decision-making:

- A. The Finance Director shall inform the Department Heads of the actual payroll and total dollars available for merit increases. The Finance Director shall also provide information relative to the current compensation classifications.
- B. The Performance Appraisal Program shall have specific guidelines for assisting Department Heads in tying the percent merit increase to the work performance score. When there are multiple employees within a single job title, the merit award assigned to each employee should be reflective of their performance score. In no circumstance should an employee with a lesser performance score receive a superior merit increase as compared to a peer having the same job title, with a higher performance score.

- C. The Department Head shall prepare Personnel Action Forms to affect all salary changes. After all signatures are affixed to the Personnel Action Form, and the Finance Director receives a copy, all salary changes shall be entered into the payroll system. Department Heads shall be responsible for informing their respective employees of increases to be received. Additionally, the Finance Director shall prepare statements for each employee affected by either the minimum salary adjustment or the conversion onto the annual review cycle.

# 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 14, 2024

**RE:** Bid Protest Procedure

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On December 5, 2022 the City of Chesterfield City Council approved Resolution 481 authorizing the submittal of a State ARPA grant to fund sanitary sewer improvements along North Outer 40 near the Chesterfield Valley Athletic Complex. The City's application for a \$2,000,000 grant was approved in January of 2023 and we are working toward a formal award, as detailed in the attached memorandum from Assistant City Engineer Zachary Wolff. Note that the grant will pay 70% of the project costs up to \$2,000,000. The remainder of the construction costs will be paid by Gateway Studios, who is developing properties along North Outer 40 in western Chesterfield Valley. Gateway Studios remains responsible for all water, storm sewer, and sanitary sewer costs minus the above-referenced grant. The City of Chesterfield is only responsible for bidding / managing the sanitary sewer project (in accordance with the grant requirements) and for all construction engineering and inspection costs associated with the sanitary sewer project. We expect the sanitary sewer project to be bid later this Spring, and for City Council to consider awarding the project in May. The total estimated construction cost of the sanitary sewer project is \$4,200,000.

An administrative requirement of the ARPA grant program through DNR is that the City's specifications for the project must include bid protest procedures adopted by the City *prior* to bidding the project. Accordingly, Public Works Staff has worked with the City Attorney to draft the attached Resolution containing bid protest procedures. This process would only be implemented in the case where a bidder wants to contest the award of a project. I have worked in local government for 25 years and have never encountered a bid protest, and any kind of bid protest is NOT expected as part of this project. That said, we do have to be prepared and are required to implement these procedures prior to publicly bidding this project.

As a reminder this is an important project for the City as it will facilitate infrastructure improvements along North Outer 40 near the CVAC. While this project

only includes sanitary sewer facilities, Gateway Studios will also be installing storm sewers and water main improvements. These improvements are specifically delineated in the City's Strategic Plan and will help ensure sufficient and reliable utility service at the CVAC. Should you have questions or require additional information regarding this project, please contact me.

Concurrence:

  
\_\_\_\_\_  
Jeannette Kelly, Finance Director

**Action Recommended**

This matter should be forwarded to the Finance and Administration Committee of City Council. Should Council concur with Staff's recommendation, it should recommend approval of the attached bid protest procedures Resolution to the full City Council.

# 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 14, 2024

**RE:** ARPA Project Bidding Protest Procedures

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As you know, the City was identified as a recipient of a maximum legislative priority water infrastructure grant award of \$2,000,000 in Missouri House Bill 3020. The grant program is administered by the Missouri Department of Natural Resources (DNR), Financial Assistance Center in the Division of Environmental Quality. As authorized by City Resolution 481, City Staff filed an application with DNR in 2022 to formally apply for the ARPA grant and confirm the required grant match which will be provided by Gateway Studios.

The City's application was approved in January 2023, and we are working towards formal award which will occur after bidding the project. The ARPA project includes a sanitary sewer extension and construction of a sanitary sewer pump station to serve multiple properties north of I-64, including the Chesterfield Valley Athletic Complex. Plans and bid documents are nearing completion. Upon completion of the plans and bid documents, the next step prior to bidding is to submit the final plans and bid documents to DNR for review.

One administrative requirement of the ARPA grant program through DNR is that the City's specifications for the project must include bidding protest procedures adopted by the City prior to bidding the project. To comply with this requirement, the City Attorney provided the attached resolution to adopt bidding protest procedures and address the grant program requirements.

I recommend providing this information to City Council and placing the Resolution on an upcoming City Council agenda for consideration. Please let me know if you have any questions.

Attachments: ARPA Project Bidding Protest Procedure Resolution

**RESOLUTION NO. 498**

**A RESOLUTION OF THE CITY OF CHESTERFIELD, MISSOURI, ADOPTING BIDDING PROTEST PROCEDURES FOR USE IN THE NORTH OUTER 40 SANITARY SEWER IMPROVEMENTS PROJECT.**

**WHEREAS**, the City applied to the Missouri Department of Natural Resources for certain federal grant funds related to the American Rescue Plan Act and was awarded grant funds for use in constructing infrastructure improvements located along North Outer Highway 40; and,

**WHEREAS**, the City's receipt of the aforementioned grant funds is conditioned on the City establishing bidding protest provisions for the project prior to bid solicitation, as required by 2 CFR 200.318(k).

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

**Section I:**

- A. Applicability. The bidding protest procedures set forth in this section shall only be applicable to the City of Chesterfield North Outer 40 Sanitary Sewer Improvements project (the "Project").
- B. Notice. The Director of Public Works shall include the protest procedures in the bid specifications for the Project, as set forth in this Resolution, prior to bid solicitation.
- C. Protest Provisions. Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract for the Project may protest to the Director of Public Works as set forth below.
  - 1. Time Limit. Any protest shall be submitted in writing within forty-eight (48) hours after such aggrieved person knows or should have known the facts giving rise to their protest. In no case shall a protest be submitted later than seventy-two (72) hours following award of a bid.
  - 2. Contents. The protest shall identify specific issues that are being protested and the facts that the protestor believes supports the protestor's claim. It shall be the protestor's responsibility to establish the protestor's claim(s).
  - 3. Intervenors. The Director of Public Works shall send a copy of any timely filed written protest to the party awarded the bid. Any party

which was awarded a bid shall have the right to intervene and submit a written statement in response to the protest.

4. **Review of Protest.** The Director of Public Works shall have the authority to resolve a protest of an aggrieved bidder concerning the solicitation or award of a contract. This authority shall be exercised in accordance with the city's purchasing policies and subject to the approval of the City Administrator.
5. **Decision.** The Director of Public Works shall issue a written decision no later than the third business day following receipt of the protest. The decision shall state the reasons for the action taken.
6. **Notice of Decision.** A copy of the decision shall be mailed or otherwise furnished immediately to the protestor or any other party intervening.
7. **Appeal.** A protestor may appeal the decision of the Director of Public Works by submitting a written appeal to the City Administrator within forty-eight (48) hours following receipt of the Director of Public Works' decision. The written appeal shall state with specificity the facts supporting the protestor's position. The appeal shall be reviewed by the City Administrator, or his designee, who will issue a decision in writing no later than the third business day following receipt of the timely filed written appeal.
8. **Finality of Decision.** A decision shall be considered final and is not subject to appeal or further consideration unless a timely appeal is filed. In the event a timely appeal is filed, the decision of the City Administrator, or the City Administrator's designee, shall be considered final and not subject to appeal or further consideration.
9. **Stay of Procurements.** In the event a timely written protest has been made to the Director of Public Works, the City shall not proceed further with the solicitation, the award of the contract, or the execution of the contract until the Director of Public Works issues a decision and the time for an appeal has expired. If a timely written appeal has been filed, the City shall not proceed further with the solicitation, the award of the contract, or the execution of the contract until the City Administrator issues a decision.
10. **Lifting Stay of Procurements.** The Director of Public Works may, following consultation with the City Administrator, make a written determination that the award of the contract and/or execution of the contract without delay is necessary to protect the substantial interest of the City.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Presiding Officer

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

ATTEST:

\_\_\_\_\_  
Vickie McGownd

RESOLUTION NO. 481

**A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, FINANCIAL ASSISTANCE CENTER'S STATE ARPA GRANT PROGRAM FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE PROVIDED TO THE STATE OF MISSOURI BY THE U.S. DEPARTMENT OF THE TREASURY PURSUANT TO SECTION 602(b) OF THE SOCIAL SECURITY ACT, AS ADDED BY SECTION 9901 OF THE AMERICAN RESCUE PLAN ACT.**

**WHEREAS**, under the terms of section 602(c) of the Social Security Act and U.S. Department of the Treasury's regulations, the State of Missouri has authorized the making of grants to authorized applicants to aid in the completion of specific public projects, and

**WHEREAS**, the City of Chesterfield was identified as a recipient of a maximum legislative priority water infrastructure grant award of \$2,000,000 in Missouri House Bill 3020 to be administered by the Department of Natural Resources for water infrastructure projects, and

**WHEREAS**, the City of Chesterfield must provide a local match on a one-to-one basis to receive the appropriated funds, and

**WHEREAS**, Gateway Studios, LLC has committed to providing a \$2,000,000 match for the infrastructure improvements in the City of Chesterfield.

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

Section 1. City Council approves Michael O. Geisel, City Administrator, to execute and file an application on behalf of the City of Chesterfield with the State of Missouri for grant funding to aid in completion of a project to extend and/or improve water, wastewater, and/or storm water infrastructure along North Outer 40 Road.

Section 2. City Council approves and directs Michael O. Geisel, City Administrator, to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the City, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment of behalf of the City.

Passed and approved this 5th day of December 2022.

Mary Monachella  
Presiding Officer

Bob Nation  
Bob Nation, Mayor

ATTEST:

Vickie McGownd  
Vickie McGownd, City Clerk



## DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (the “**Agreement**”) is made and entered into as of April 25, 2023 (the “**Effective Date**”) between the **CITY OF CHESTERFIELD, MISSOURI**, a third-class city organized and existing under the laws of the State of Missouri (the “**City**”), and **GATEWAY STUDIOS, LLC**, a Missouri limited liability company (“**Gateway Studios**”).

### RECITALS

**WHEREAS**, the City has properties located along North Outer Highway 40 within Chesterfield Valley (the “**Unimproved Areas**”) that are not connected to the Metropolitan Sewer District Sanitary Sewer System, which operates a centralized high-capacity public sewer system (the “**System**”) serving approximately 87% of property located in St. Louis County and St. Louis City; and,

**WHEREAS**, infrastructure improvements are necessary to connect the Unimproved Areas to the System, including a new pump station, and as more particularly described herein and as shown and described as Exhibit A (the “**Improvements**”); and,

**WHEREAS**, House Bill 3020, signed by Governor Parson and delivered to the Secretary of State on June 30, 2022, authorized the appropriation of funds for grants for infrastructure and development under the American Rescue Plan Act (“**ARPA**”), including a local match of funds for grant utilization; and,

**WHEREAS**, Resolution No. 481, adopted by the City Council on December 5, 2022, authorized the City Administrator to apply to the Missouri Department of Natural Resources, for an extension of the System to a portion of the Unimproved Areas; and,

**WHEREAS**, On January 31, 2023, the City received preliminary approval for \$2,000,000.00 in grant funds (the “**ARPA Grant**”) which requires \$2,000,000.00 in local match funds (the “**Matching Funds**”) to be utilized for Improvements; and,

**WHEREAS**, Gateway Studios has agreed to provide the Matching Funds and, in the event that Gateway Studios agrees to proceed with a bid for the Improvements at a cost in excess of \$4,000,000.00, to provide additional funds to complete the Improvements (the “**Overage Funds**”); and,

**WHEREAS**, the City’s sole financial contribution to the Improvements shall be the funds from the ARPA Grant and the costs for the Engineering inspections. The City has no obligation to fund any portion of the Matching Funds and any applicable Overage Funds and Gateway Studios acknowledges that it alone will fund the Matching Funds and any applicable Overage Funds, except that the portion of the Matching Funds and any Overage Funds for actual sewer line construction work will be paid over to the City and disbursed by the City, subject to the City’s obligations as set forth in Section 5 hereunder; and,

**WHEREAS**, completion of the Improvements, which will provide an extension of the System to connect unserved properties located in Chesterfield Valley, will promote the public safety and health of the citizens, as well as promote the economic welfare and development of the City, St. Louis County and the State of Missouri.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Section 1. Recitals and Exhibits.** The representations, covenants and recitations set forth in the foregoing Recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

**Section 2. Definitions.** In addition to words and terms defined elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended and, in the event of a conflict between words and terms elsewhere defined herein and this Section, this Section shall govern.

**“Agreement”** means this Development Agreement, as amended from time to time in accordance with its terms.

**“ARPA”** means the American Rescue Plan Act.

**“ARPA Grant”** means the up-to \$2,000,000.00 in matching ARPA Grant funds provided to the City by the State of Missouri for the Improvements to the Unimproved Areas.

**“Bid Review Period”** means the 30 day period following written notification by the City to Gateway Studios in which Gateway Studios shall have the right to terminate it’s obligation under the Agreement, as more fully described in Section 5(c) hereof.

**“City”** means the City of Chesterfield, Missouri, a third-class city and political subdivision duly organized and existing under the laws of the State of Missouri.

**“City Administrator”** means the City Administrator of the City.

**“City Clerk”** means the City Clerk of the City.

**“City Council”** means the governing body of the City of Chesterfield, Missouri.

**“Gateway Studios”** means Gateway Studios, LLC.

**“Event of Default”** means any event specified in Section 15 of this Agreement.

**“Grant Administration”** means management of the ARPA Grant including, but not limited to, ensure compliance with State and Federal grant requirements.

**“Improvements”** means those improvements to the System including the construction of a pump station, force main and gravity PVC, described generally in Exhibit A to this Agreement and all associated work required to complete said infrastructure improvements.

**“Matching Funds”** means the local match portion of up-to \$2,000,000.00 in funds required under the ARPA Grant.

**“Material Changes”** means a change approved by City Council to the cost or scope of the Recommended Award or the selection of a bid by City Council other than the Recommended Award.

**“Overage Funds”** means those funds required to complete the Improvements in excess of \$4,000,000.00 which Gateway Studios has agreed to provide by deciding to proceed with the Improvements during the Bid Review Period.

**“Parties”** means the City and Gateway Studios collectively.

**“Recommended Award”** means the bid approved by Gateway Studios and City Staff during the Bid Review Period for recommendation to City Council.

**“Uniform Act”** means the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601 et seq.).

**“State”** means the State of Missouri.

**“System”** means the Metropolitan Sewer District Sanitary Sewer System.

**Section 3. Representations by the City.** As of the Effective Date, the City represents that:

(a) The City is a third-class city and a political subdivision duly organized and existing under the laws of the State of Missouri.

(b) The City is authorized to enter into this Agreement and to carry out its obligations under this Agreement, the City Administrator has been duly authorized to execute and deliver this Agreement and the City Clerk has been duly authorized to attest to the City Administrator’s execution of this Agreement.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City shall not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust,

lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

(d) There is no litigation or proceeding pending or, to the City's knowledge, threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

(e) The Improvements, as set forth herein, serve a significant public purpose to the City, St. Louis County and the State of Missouri. The extension of the System and the availability of the System's capacity will not only reduce single-use sanitary sewer systems which benefits the public health, the Improvements will immediately enhance and spur additional economic development in the City, St. Louis County and the State of Missouri.

**Section 4. Representations by Gateway Studios.** As of the Effective Date, Gateway Studios represents that:

(a) Gateway Studios has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of Gateway Studios herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of Gateway Studios, enforceable in accordance with its terms, except to the extent that such enforceability is limited by (i) applicable reorganization, insolvency, receivership, liquidation, readjustment of debt, moratorium or other similar laws affecting the enforcement of the rights of creditors generally, as such laws may be applied in the event of reorganization, insolvency, receivership, liquidation, readjustment of debt, moratorium applicable to Gateway Studios, and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof by Gateway Studios do not and will not conflict with or result in a breach of any of the terms or conditions of any organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) No litigation, proceedings or investigations are pending or, to the knowledge of Gateway Studios, threatened against Gateway Studios or any member or owners of Gateway Studios which would have a material adverse effect on the improvements. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of Gateway Studios, threatened against Gateway Studios seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of Gateway Studios to enter into and carry out the transactions

described in or contemplated by the execution, delivery, validity or performance by Gateway Studios of the terms and provisions of this Agreement.

(d) To its knowledge, Gateway Studios is in material compliance with all laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, or operations as contemplated by this Agreement.

**Section 5. City's Obligations.**

(a) The City shall be responsible for the following:

(i) Grant Administration, including submitting and managing the ARPA Grant, execution of a Financial Assistant Agreement with DNR and overseeing the Improvements to ensure compliance with State and Federal Grant requirements.

(ii) Provide standard City review and comments on design plans, as they relate to City requirements and property.

(iii) Assemble bid packets using City standard contract documents. Contract documents may be supplemented by drawings, specifications, and bid forms provided by Gateway Studios.

(iv) Manage project bidding and award of project pursuant to Federal, State, and City ordinances, policies and practices.

(v) The City will assist with the acquisition of any necessary property/easements for any work not on Gateway Studios' or the City's property to ensure all acquisitions comply with the Uniform Act

(vi) Provide necessary easements for work or improvements on City property at no additional cost to Gateway Studios.

(vii) Provide funding for the Project for up to a maximum amount of \$2,000,000.00 from General Funds – Fund Reserves. These funds will be reimbursed directly to the City through the ARPA Grant. The amount of funding provided by the City shall never exceed the ARPA Grant or the amount of Matching Funds provided by Gateway Studios (e.g., if the cost of the Improvements is \$3.8 million, the City would provide \$1.9 million, which would be reimbursed by the ARPA Grant, and Gateway Studios would provide \$1.9 million in Matching Funds).

(viii) Provide City staff to perform, or provide funding for, engineer inspection services as set forth in Exhibit A from General Fund – Fund Reserves.

(ix) Review and pay contractor invoices.

(Collectively, the City's Obligations (i) through (ix) are referred to as the "**Project Management**").

(b) *Condition Precedent to City's Obligation.* The City's obligation to provide Project Management is expressly conditioned on the City timely receiving the ARPA Grant and the Matching Funds, as set forth herein.

(c) *Bidding.* Prior to the compilation of the bid package, Gateway Studios and City shall work cooperatively to review all bid specifications. Upon written acknowledgement of acceptance by Gateway Studios and City as to the final agreed bid specifications and documents, City staff will solicit bids, review, and recommend to the City Council a bid to complete the Project in the same manner and method as other City projects, subject to applicable State and Federal laws, the City's ordinances, policies, practices and procedures and any requirements of the granting authorities. After City staff open and review responsive bid documents and prior to providing a recommendation to City Council, the City shall provide Gateway Studios written notification of the recommended bidder and Gateway Studios and City shall have 30 days from written notification provided by the City to review and consider the recommend bid and alternate bids from City staff (the "**Bid Review Period**"). At any time during the Bid Review Period, Gateway Studios and City shall have the right to terminate this Agreement for any reason by providing written notice to either party. If either Party does not terminate the Agreement during the Bid Review Period, Gateway Studios agrees to provide Matching Funds and any agreed upon Overage Funds required to complete the Improvements.

(d) *Construction.* In the event the Agreement is not terminated by Gateway Studios or City during the Bid Review Period, a project award recommendation will be provided to City Council for award of the construction contract to the recommended bidder (the "**Recommended Award**"). If the City Council approves the Recommended Award with no Material Changes, Gateway Studios shall deposit with the City the Matching Funds and any Overage Funds within 72 hours following the City Council's approval. If the City Council makes any Material Changes to the project award documents, Gateway Studios shall have the right, within ten (10) days after receiving written notice of the City Council's decision, to approve the same or terminate this Agreement. If the City Council makes any Material Changes to the project award documents and if Gateway Studios does not terminate the Agreement, then Gateway Studios shall deposit the Matching Funds and any Overage Funds shall be within ten (10) days following the City Council's approval. Upon receipt of the Matching Funds and Overage Funds, the City shall proceed with execution of the construction contract. Changes to the construction contract will be executed by change order signed by the City, Gateway Studios, and contractor.

(e) *General Contractor.* The City shall engage a reputable and experienced general contractor to construct the Improvements who shall warrant and insure work and construction activities with all risk coverages including Gateway Studios as an additional insured, name Gateway Studios as an intended third party beneficiary, and shall require a bond for performance and to protect Gateway Studios' properties from mechanics' and materialmen's liens.

(f) *Copies of Documents.* The City shall provide Gateway Studios with copies of documents, invoices, bids and awards relating to the Improvements as reasonably requested by Gateway Studios from time to time.

(g) *Determination of Actual Costs.* If the actual costs of the Improvements are less than agreed upon during the Bid Review Period, the City shall refund Gateway Studios the unused Matching and Overage Funds, or, if the Parties agree, the Parties shall proceed with additional improvements as set forth in Section 7(e) instead of the refund. If the actual costs of the Improvements are more than anticipated during the Bid Review Period, the City shall provide written notice to Gateway Studios that additional funds are required within thirty (30) days and Gateway Studios agrees to deposit those funds with the City within 30 days of receipt of written notice from the City.

**Section 6. Gateway Studios' Obligations.** Gateway Studios shall be responsible for the following:

(a) Provide, at Gateway Studios' sole cost and expense, the required Engineering Report in accordance with the ARPA Grant requirements.

(b) Provide additional documentation reasonably necessary for the City to receive reimbursement from the ARPA Grant.

(c) Provide complete design documents and final cost estimates for the Improvements.

(d) Submit plans to all applicable governing bodies and receive required approvals prior to bidding.

(e) Grant easements for necessary work and improvements on Gateway Studios' property at no cost to Metropolitan Sewer District or City.

(f) Acquire the necessary property and/or easements for any work not on Gateway Studios or the City's property in accordance with the Uniform Act. The City Council, in its sole and absolute discretion, may use the power of eminent domain to assist Gateway Studios with acquisition of necessary easement, however Gateway Studios shall reimburse the City for its reasonable costs.

(g) Provide complete plans for Project, specifications, final cost estimates and any supplemental bid forms to City prior to bidding.

(h) Assist City in bidding and awarding of Project by timely answering questions and assisting in review of bids.

(i) Review the recommended bidder and, during the Bid Review Period, determine whether to terminate this Agreement or proceed with the Improvements as set forth in Section 5(c). If Gateway Studios does not wish to terminate this Agreement, then Gateway Studios shall provide the City with written notice to proceed with the Improvements. If Gateway Studios provides written notice to the City to proceed with the Improvements, Gateway Studios agrees to provide

Matching Funds and any Overage Funds required for the Improvements.

(j) If the City Council approves the Recommended Award with no Material Changes, Gateway Studios shall deposit with the City the Matching Funds and any Overage Funds within 72 hours following the City Council's approval. If the City Council makes any Material Changes to the project award documents, Gateway Studios shall have the right, within ten (10) days after receiving written notice of the City Council's approval, to approve the same or terminate this Agreement. If the City Council makes any Material Changes to the project award documents and if Gateway Studios does not terminate the Agreement, then Gateway Studios shall deposit the Matching Funds and any Overage Funds shall be within ten (10) days following the City Council's approval. Gateway Studios acknowledges that the amount of funding provided by the City, and reimbursed by the ARPA Grant, shall never exceed the amount of Matching Funds provided by Gateway Studios as set forth in Section 5(a)(vii) above, except for the City's cost for engineering inspections.

(k) If the actual cost to complete the Improvements is less than agreed upon during the Bid Review Period, then the City shall refund Gateway Studios the unused portion of the Matching and Overage Funds.

(l) If the actual cost to complete the Improvements is more than agreed upon during the Bid Review Period, then Gateway Studios shall provide additional funds to the City within thirty (30) days of written notification by the City unless the increase is due to City approval of changes to the Improvements without Gateway Studios' agreement or concurrence.

(m) Gateway Studios shall provide engineering assistance during construction including, but not limited to, shop drawing review, responding to requests for information, and quantity and invoice review to ensure costs are controlled.

**Section 7. Release, Indemnification, Contractor Contract Obligations and Excess Funds.**

(a) Notwithstanding anything herein to the contrary, the City, its governing body, officials, agents, employees and independent contractors shall not be liable to Gateway Studios for damages of any kind or nature whatsoever if any ordinance adopted by the City or transaction completed by the City in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or Gateway Studios is prevented from enjoying the rights and privileges hereof.

(b) The City and its governing body, officials, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of Gateway Studios or their respective officers, agents, independent contractors or employees or any other person who may be about Gateway Studios' property, or the Improvements due to any act of negligence of any person, except as such may be caused by the willful misconduct or negligence of the City, its governing body, officials, agents, employees, or independent contractors.

(c) No member of the governing body, officials, agents, employees or independent contractors of the City shall be personally liable to Gateway Studios in the event of a default or breach by any party under this Agreement, and no owner or officer of Gateway Studios shall be personally liable to the City in the event of the default or breach by any party under this Agreement.

(d) All covenants, stipulations, promises, agreements and obligations of the City and Gateway Studios contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and Gateway Studios and not of their governing body, officials, agents, employees, owners, affiliates or independent contractors, as the case may be, in their individual capacities.

(e) Should there be additional funds available from the ARPA Grant and matching funds, such excess funds may be used for additional improvements as reasonably agreed by City and Gateway Studios.

**Section 8. Termination.** This Agreement shall terminate upon the earliest of any of the following:

(a) The City Council fails to award a bid for the Improvements.

(b) The satisfaction of the City's Obligations.

(c) Upon written notice of termination by the non-defaulting party pursuant to Section 9(b) of this Agreement.

**Section 9. Default and Remedies.**

(a) *Events of Default.* The following shall be an Events of Default with respect to this Agreement:

(i) If any material representation made by a party in this Agreement, or in any certificate, notice, demand or request made by a party, in writing and delivered to the other party pursuant to or in connection with this Agreement proves to be untrue or incorrect in any material respect as of the date made; or

(ii) Breach by a party of any material covenant, warranty, or obligation set forth in this Agreement.

(b) *Remedies on Default.* In the case of an Event of Default by a party hereto or any successor to such party, such party or successor shall, upon written notice from another party, take immediate action to cure or remedy such Event of Default within thirty (30) days after receipt of such notice. If the Event of Default is not cured or remedied within such thirty (30) day period (or, in the case of Events of Default that cannot be cured within a thirty (30) day period, the defaulting party does make reasonable progress toward curing the default and does not notify the non-defaulting party of when default will be cured), then the non-defaulting party may terminate

this Agreement or institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default, including but not limited to, proceeding to compel specific performance by the party in default of its obligations.

(c) *Other Rights and Remedies of Parties; Delay in Performance Waiver.*

(i) Any delay by a party in instituting or prosecuting any actions or proceedings or otherwise asserting their rights under this Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in any way (it being the intent of this provision that the parties should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by a party with respect to any specific Event of Default by a party under this Agreement be considered or treated as a waiver of the rights of a party under this Section or with respect to the particular Event of Default, except to the extent specifically waived in writing by the other parties.

(ii) The rights and remedies of the parties to this Agreement (or their permitted successors or assigns) whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by another party. No waiver made by any party with respect to the performance, nor the manner of time thereof, or any obligation of another party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of another party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect to regard to any other rights of the party making the waiver or any other obligations of another party.

(iii) Neither the City nor Gateway Studios, nor any successor in interest, as the case may be, shall be considered in breach of, or in default of, any of its obligations under this Agreement or otherwise with respect to the Improvements as contemplated herein, or progress in respect thereto, in the event of delay in the performance of any such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of a public enemy, acts of federal, state or local government (other than the City), litigation instituted by third parties, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of such obligations by the City or Gateway Studios shall be extended for the period of the enforced delay; provided, that the party seeking the benefit of the provisions of this Section, shall within fifteen (15) days after the beginning of any such enforced delay, have first notified the other party or parties thereof in writing, of the cause or causes thereof, and requested an extension of the period of delay.

**Section 10. Amendment or Modification.** The Parties to this Agreement may amend or modify this Agreement only by written instrument duly executed by the Parties hereto.

**Section 11. Third Party Rights.** No person or entity who or which is not a party to this Agreement shall have any right of action under this Agreement.

**Section 12. Scope.** This Agreement constitutes the entire Agreement between the Parties, and no statements, promises or inducements that are not contained in this Agreement shall be binding on the Parties.

**Section 13. Severability.** If any part, term or provision of this Agreement is held by a court of law to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision, and the rights of the parties shall be construed as if the part, term or provision was never part of this Agreement.

**Section 14. Transferability.** This Agreement may not be assigned without the express written approval of the City unless such assignment is (i) to an entity succeeding to all or substantially all of the business of Gateway Studios (in which case Gateway Studios shall provide notice to the City of such assignment within 10 days from the date of such assignment), (ii) to an entity created by Gateway Studios for the purpose of redeveloping Gateway Studios' property. The City shall cooperate and negotiate reasonable assignment language, permitting Gateway Studios to assign its rights under this Agreement and any other agreements entered into in connection with this Agreement by and between Gateway Studios, the City and or the City's designee.

**Section 15. Notice.** Except as otherwise provided herein, any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, return receipt requested, and addressed as follows:

The City

City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017  
Attention: City Administrator

With a copy to:

The Graville Law Firm, LLC  
13354 Manchester Road, Ste 210  
Des Peres, Missouri 63131  
Attn: Chris Graville

Gateway Studios:

Gateway Studios, LLC  
3615 Tree Court Industrial Boulevard  
St. Louis, Missouri 63122

With a copy to:

Jenkins & Kling, P.C.  
150 N. Meramec Ave, Ste 400  
St. Louis, Missouri 63105  
Attn: Stephen L. Kling, Jr.

**Section 16. Immunity.** Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable state law.

**Section 17. Jurisdiction and Venue.** Personal jurisdiction and venue for any civil action commenced by any party to this Agreement shall be deemed to be proper only if such action is commenced in the St. Louis County Circuit Court, Missouri. Gateway Studios and City expressly waives its rights to bring such action in or to remove such action to any other court whether state or federal.

**Section 18. Missouri Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

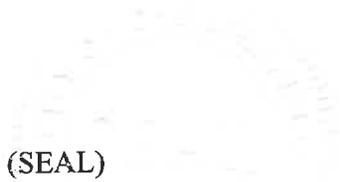
**Section 19. Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute the same instrument.

**Section 20. Electronic Transmission and Storage.** The Parties hereby agree that the transactions described herein may be conducted and related documents may be received or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

*[Remainder of Page Intentionally Left Blank. Signature Page to Follow]*

**IN WITNESS WHEREOF**, the City has caused this Agreement to be executed and the City has caused its seal to be affixed hereto and attested as of the date first written above.

**CITY OF CHESTERFIELD, MISSOURI**



(SEAL)

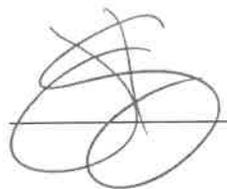
By: *Mark Jensen*  
City Administrator

ATTEST:

By: *Vickie M. Dound*  
City Clerk

**IN WITNESS WHEREOF**, Gateway Studios, LLC has caused this Agreement to be duly executed as of the date first written above.

**GATEWAY STUDIOS, LLC**

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

Name: \_\_\_\_\_ Jerry Kerr

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

**EXHIBIT A**



## **PHASED RETIREMENT AGREEMENT**

**THIS PHASED RETIREMENT AGREEMENT** (the “Agreement”), made by and between the **CITY OF CHESTERFIELD, MISSOURI**, a city of the third class and political subdivision of the State of Missouri, with an address of 690 Chesterfield Parkway West, Chesterfield, Missouri 63017 (the “**City**”) and **MICHAEL OLIVER GEISEL**, a natural person, over eighteen years of age, and resident of the State of Missouri (“**Geisel**”). The City and Geisel are each referred to as a “**Party**” and are collectively referred to as the “**Parties**”.

**WHEREAS**, the City Administrator acts as the chief operating officer of the City and oversees a professional executive staff who manage the day-to-day operations of the City’s approximately 250 full time employees and an annual operating budget of approximately forty-five million dollars; and

**WHEREAS**, the City desires to benefit the welfare of its residents by ensuring a continuity of operations in the office of the City Administrator and by planning for the retirement of Geisel as the City Administrator; and

**WHEREAS**, under Geisel’s current employment terms, he is only required to tender 30 days’ notice of his retirement, which would provide insufficient time to recruit, interview, and ultimately select the next individual to serve as City Administrator; and

**WHEREAS**, the City desires to enter into this Phased Retirement Agreement with Geisel to provide for continuity and consistency of management operations during the transition period from the current City Administrator to the successor City Administrator; and

**WHEREAS**, on October 9<sup>th</sup>, 2023, the Finance and Administration Committee unanimously recommended a phased retirement agreement with Mr. Geisel; and

**WHEREAS**, the City believes that entering this Phased Retirement Agreement with Geisel will benefit and support the welfare of the Residents of Chesterfield and desires to execute this Phased Retirement Agreement.

### **WITNESSETH:**

#### **1. RETIREMENT NOTICE**

In the event that Geisel decides to retire from his employment with the City, Geisel shall be required to tender a written separation notice to the City (the “**Retirement Notice**”) no less than sixty days prior to his date of retirement (the “**Retirement Date**”). The Retirement Notice shall be deemed sufficiently given if (a) delivered to the Mayor and each member of City Council via their official City email account(s); or, (b) personally delivered; or (c) sent via national overnight courier (e.g. Federal Express); or (d) mailed by certified United States first class mail, postage prepaid to:

City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017  
Attention: City Clerk and Mayor

Hesse Graville, LLC  
13354 Manchester Road, Suite 210  
St. Louis, Missouri 63131  
Attention: Chris Graville

**2. TERM**

The term of this Agreement shall be defined as twelve months following the Retirement Date specified in the Retirement Notice (the “**Term**”).

**3. EFFECTIVE DATE**

The “**Effective Date**” of this Agreement shall be considered to be the date of full execution hereof. The date of full execution hereof shall be deemed to be the last date on which this Agreement has been signed by a Party hereto.

**4. RESPONSIBILITIES OF GEISEL**

Geisel shall have the following obligations and duties to the City during the Term:

- A. Upon tendering the Retirement Notice, Geisel will immediately initiate and implement the October 5th, 2023 Continuity of Operations plan adopted by the City Council via the same ordinance approving this Agreement.
- B. Geisel will vacate the office of the City Administrator on or before the official start date for the successor appointed City Administrator.
- C. Geisel’s employment duties and responsibilities for the Term shall be subordinate to the successor and/or acting City Administrator and shall consist of:
  - i. Assisting with onboarding the City Administrator and ensuring a successful transition.
  - ii. Assisting with oversight of the budget, and City programs, as directed by the City Administrator.
  - iii. Accompany and provide introductions for the City Administrator to local professional affiliations and community contacts.
  - iv. Assisting the City Administrator with becoming familiar with staff, management systems, the budget, and City policies and procedures.
  - v. Provide institutional knowledge, background, context, and advice to the City Administrator regarding all aspects of City business and operations.

- D. Geisel shall continue to represent the City on the Monarch-Chesterfield Levee District Board of Directors (the “**Levee Board**”). The Parties may mutually agree to extend the duration of Geisel’s service on the Levee Board beyond the term of this agreement. The Parties acknowledge that Geisel’s position on the Levee Board is elected by property owners and not an entitlement of the City. At the City’s sole discretion, the City may request that Geisel resign from the Levee Board and Geisel will agree to resign from the same.
- E. Geisel shall continue to represent the City on the Chesterfield Valley Transportation Development District (the “**Valley TDD**”). The Parties may mutually agree to extend the duration of Geisel’s service on the Valley TDD beyond the term of this agreement. At the City’s sole discretion, the City may request that Geisel resign from the Valley TDD and Geisel will agree to resign from the same.
- F. Geisel shall continue to represent the City on the North Outer Forty Transportation Development District Board of Directors (the “**Outer 40 TDD**”). The Parties may mutually agree to extend the duration of Geisel’s service on the Outer 40 TDD. At the City’s sole discretion, the City may request that Geisel resign from the Outer 40 TDD and Geisel will agree to resign from the same.
- G. Geisel shall continue to represent the City on the St. Louis Area Insurance Trust Board of Directors (the “**SLAIT Board**”). The Parties may mutually agree to extend the duration of Geisel’s service on the SLAIT Board beyond the term of this agreement. At the City’s sole discretion, the City may request that Geisel resign from the SLAIT Board and Geisel will agree to resign from the same.

5. **RESPONSIBILITIES OF THE CITY**

The City shall have the following obligations and duties to the City during the Term:

- A. City shall provide an interim workspace for Geisel to perform his duties pursuant to this Agreement.
- B. City shall provide computer hardware and office equipment for Geisel’s non-exclusive use for Geisel to perform his duties pursuant to this Agreement.
- C. City shall compensate Geisel on a bi-weekly basis, in the same manner and schedule as are all other full-time City employees, in a salary equal to one-third of his total bi-weekly compensation that he was receiving from the

City as of his Retirement Date. Mr. Geisel shall not be eligible for any merit increases during the Term.

- D. City will continue to provide Geisel with all employee benefits currently described in his employment agreement with the City, except that Geisel shall not continue to accrue any paid leave, with the exception of earned long term service days.

6. **EMPLOYMENT TERMS**

The following terms shall apply to Geisel's employment during the Term:

- A. Geisel shall continue to be employed by the City as an exempt professional employee for the Term.
- B. The City Administrator shall serve as Geisel's direct supervisor.
- C. Geisel shall serve in an administrative and advisory role to the Office of the City Administrator.
- D. Upon the appointment of a City Administrator, Geisel shall no longer have the powers of the City Administrator as set forth in City Code and State Statute, including, but not limited to, the authority to hire, terminate, or discipline any employee.
- E. Geisel and City shall continue to be bound by terms, conditions, standards, policies, and procedures applicable to City employees, except where expressly modified herein.
- F. The effort associated with this phased retirement agreement is estimated to be not more than 1/3<sup>rd</sup> of a full-time employee.

7. **CITY PROPERTY FOLLOWING TERM**

- A. Geisel shall have the option to purchase his currently assigned City vehicle (the "**Vehicle**") at the end of the Term. The sale price of the Vehicle shall be calculated by taking the purchase price of the Vehicle and depreciating the purchase price of the Vehicle based on a straight-line, six-year depreciation schedule from the date the vehicle order was placed by the City. If the Vehicle would have a depreciated value of zero dollars, Geisel shall be permitted to purchase the Vehicle for one dollar.
- B. Geisel shall be permitted to retain his current mobile business phone number. Geisel shall be permitted to retain his currently issued phone hardware. If required by the cellular provider, Geisel shall be permitted to remain on the City's group cellular telephone plan indefinitely. Geisel shall

reimburse the City for all costs related to remaining on the City's cellular telephone plan following the Term.

- C. Geisel shall have the option to purchase his currently assigned computer hardware and software (the "**Electronics**") at the end of the Term. The sale price of the Electronics shall be based on the market value of the Electronics. The Parties agree that the City's Information Technology Director shall determine the market value of the Electronics.

## **8. DISPUTE RESOLUTION**

In the event of any controversy or claim arising out of or relating to this Agreement, its interpretation, application, or enforcement, or the breach or alleged breach thereof (defined herein as "Claim" or "Controversy"), the Party asserting any such Claim or Controversy shall provide prompt written notice of the existence of the Claim or Controversy to the other Party (the "Claim Notice"). To the extent the Parties cannot resolve the Claim or Controversy within ten days of receipt of the Claim Notice, then the Parties hereby agree to attend at least one mediation session within thirty (30) days of the Notice, unless the Parties jointly agree to a different timeframe for the mediation. The Parties may not commence any litigation proceeding ("Proceeding") prior to the mediation session, except any Party may commence a Proceeding prior to mediation if: (i) by operation of law the Proceeding must be commenced prior to mediation in order for the Proceeding to be timely under the applicable statute(s) of limitations, in which event the Parties shall take no further action in the proceedings post-filing and the litigation will be stayed by agreement until seven days following the mediation session; and/or (ii) the Party commencing the proceeding is seeking temporary and/or preliminary injunctive relief. Mediation will take place in St. Louis County, Missouri and all Parties must have at least one representative physically present at mediation. The Parties shall work in good faith to agree on the mediator, the time, date, and location of mediation. The Parties shall split the costs of mediation, each Party to pay their own attorney's fees. In the event that the Parties cannot agree on a mediator, the Parties will each select a mediator and those two mediators will agree on and select a third mediator who will conduct the mediation. Each Party will pay their selected mediator's fees for choosing the third mediator.

## **9. INVALIDITY OF PROVISIONS**

If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

## **10. EXAMINATION OF AGREEMENT**

City and Geisel hereby acknowledge that they have each read, understood and had the opportunity to be advised by legal counsel as to all of the provisions of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that any court interpreting this Agreement shall not apply a presumption that the terms hereof should be construed more strictly against one Party than the other by reason of the rule that a document is to be more strictly construed against the Party who prepared the document or the initial draft of the document. Both Parties acknowledge that this Agreement is the product of extensive negotiations

between the Parties and that both Parties have contributed substantially to the final preparation of the terms and provisions of this Agreement. Typewritten or handwritten provisions inserted in this Agreement and initialed by both Parties, and any amendment or addenda initialed or signed by both Parties, shall control in the event of any conflict or inconsistency with any other provisions of this Agreement, and handwritten provisions initialed by both Parties shall control over typewritten provisions.

**11. HEADINGS**

It is understood and agreed that the headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

**12. APPLICABLE LAW; VENUE**

Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri. The sole venue for any action filed in connection with this Agreement shall be the Circuit Court of St. Louis County, Missouri, and each Party agrees to waive any defense of an inconvenient forum. The Parties expressly waive their right to remove any matter brought in Circuit Court to federal court or to institute any action in federal court.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

**SIGNATURE PAGES FOLLOW:**

**IN WITNESS WHEREOF**, the City and Geisel have caused this Phased Retirement Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as of the Effective Date.

\_\_\_\_\_  
**Michael Oliver Geisel**

CITY:

**CITY OF CHESTERFIELD, MISSOURI**

(SEAL)

\_\_\_\_\_  
**Bob Nation, Mayor**

STATE OF MISSOURI     )  
  )SS.  
COUNTY OF ST. LOUIS    )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me appeared **BOB NATION**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of Chesterfield, Missouri, a city of the third class of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of the City by authority of its City Council; and he acknowledged said instrument to be the free act and deed of said City.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public in and for said State  
Commissioned in St. Louis County

(SEAL)

My commission expires: \_\_\_\_\_

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me appeared Michael Oliver Geisel, to me personally known, who, being by me duly sworn, did say that said instrument was signed on his behalf; and acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_

Printed Name: \_\_\_\_\_  
Notary Public in and for said State  
Commission in St. Louis County

(SEAL)

My commission expires: \_\_\_\_\_

BILL NO. 3496

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

AN ORDINANCE OF THE CITY OF CHESTERFIELD ADOPTING THE OCTOBER FIFTH, 2023 CONTINUITY OF OPERATIONS PLAN PREPARED BY THE CITY ADMINISTRATOR AND AUTHORIZING THE MAYOR TO ENTER INTO A PHASED RETIREMENT AGREEMENT WITH MICHAEL O. GEISEL, THE CITY ADMINISTRATOR

WHEREAS, the City is committed to providing superior municipal services to residents and businesses in the City through professional management and leadership, which includes the office of the City Administrator; and

WHEREAS, the City Administrator acts as the chief operating officer of the City and oversees a professional executive staff who manage the day-to-day operations of the City's approximately 250 full time employees and an annual operating budget of approximately forty-five million dollars; and

WHEREAS, the City Administrator, with the advice and support of the City's executive staff, has prepared a continuity of operations plan for the eventual turnover in the office of the City Administrator; and

WHEREAS, the City Council believes it necessary to plan for the retirement of the City Administrator to ensure high quality continuity of operations; and

WHEREAS, the City desires to adopt the continuity of operations plan prepared by the City Administrator and enter into a phased retirement agreement which will provide continuity for current City operations and allow the City Council flexibility to recruit, interview, and ultimately select the next individual to serve as City Administrator; and

WHEREAS, on October 9<sup>th</sup>, 2023, the Finance and Administration Committee unanimously recommended a phased retirement agreement with Mr. Geisel; and

WHEREAS, the City Council finds adopting the continuity of operations plan and entering into a phased retirement agreement with the current City Administrator to be in the best interest of the health, safety, and welfare of the residents.

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

Section I: The City of Chesterfield, Missouri adopts the October 5th, 2023 Continuity of Operations plan prepared by the City Administrator.

Section II: The City of Chesterfield, Missouri shall enter into a phased retirement agreement with Michael O. Geisel, as set forth in the agreement attached hereto and made a part of this Ordinance by reference.

Section III: That the Mayor of the City is hereby authorized and directed to execute on behalf of the City said phased retirement agreement.

Section IV: 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

FIRST READING HELD:

## PHASED RETIREMENT AGREEMENT

**THIS PHASED RETIREMENT AGREEMENT** (the “Agreement”), made by and between the **CITY OF CHESTERFIELD, MISSOURI**, a city of the third class and political subdivision of the State of Missouri, with an address of 690 Chesterfield Parkway West, Chesterfield, Missouri 63017 (the “**City**”) and **MICHAEL OLIVER GEISEL**, a natural person, over eighteen years of age, and resident of the State of Missouri (“**Geisel**”). The City and Geisel are each referred to as a “**Party**” and are collectively referred to as the “**Parties**”.

**WHEREAS**, the City Administrator acts as the chief operating officer of the City and oversees a professional executive staff who manage the day-to-day operations of the City’s approximately 250 full time employees and an annual operating budget of approximately forty-five million dollars; and

**WHEREAS**, the City desires to benefit the welfare of its residents by ensuring a continuity of operations in the office of the City Administrator and by planning for the retirement of Geisel as the City Administrator; and

**WHEREAS**, under Geisel’s current employment terms, he is only required to tender 30 days’ notice of his retirement, which would provide insufficient time to recruit, interview, and ultimately select the next individual to serve as City Administrator; and

**WHEREAS**, the City desires to enter into this Phased Retirement Agreement with Geisel to provide for continuity and consistency of management operations during the transition period from the current City Administrator to the successor City Administrator; and

**WHEREAS**, on October 9<sup>th</sup>, 2023, the Finance and Administration Committee unanimously recommended a phased retirement agreement with Mr. Geisel; and

**WHEREAS**, the City believes that entering this Phased Retirement Agreement with Geisel will benefit and support the welfare of the Residents of Chesterfield and desires to execute this Phased Retirement Agreement.

### WITNESSETH:

#### **1. RETIREMENT NOTICE**

In the event that Geisel decides to retire from his employment with the City, Geisel shall be required to tender a written separation notice to the City (the “**Retirement Notice**”) no less than sixty days prior to his date of retirement (the “**Retirement Date**”). The Retirement Notice shall be deemed sufficiently given if (a) delivered to the Mayor and each member of City Council via their official City email account(s); or, (b) personally delivered; or (c) sent via national overnight courier (e.g. Federal Express); or (d) mailed by certified United States first class mail, postage prepaid to:

City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017  
Attention: City Clerk and Mayor

Hesse Graville, LLC  
13354 Manchester Road, Suite 210  
St. Louis, Missouri 63131  
Attention: Chris Graville

**2. TERM**

The term of this Agreement shall be defined as twelve months following the Retirement Date specified in the Retirement Notice (the “**Term**”).

**3. EFFECTIVE DATE**

The “**Effective Date**” of this Agreement shall be considered to be the date of full execution hereof. The date of full execution hereof shall be deemed to be the last date on which this Agreement has been signed by a Party hereto.

**4. RESPONSIBILITIES OF GEISEL**

Geisel shall have the following obligations and duties to the City during the Term:

- A. Upon tendering the Retirement Notice, Geisel will immediately initiate and implement the October 5th, 2023 Continuity of Operations plan adopted by the City Council via the same ordinance approving this Agreement.
- B. Geisel will vacate the office of the City Administrator on or before the official start date for the successor appointed City Administrator.
- C. Geisel’s employment duties and responsibilities for the Term shall be subordinate to the successor and/or acting City Administrator and shall consist of:
  - i. Assisting with onboarding the City Administrator and ensuring a successful transition.
  - ii. Assisting with oversight of the budget, and City programs, as directed by the City Administrator.
  - iii. Accompany and provide introductions for the City Administrator to local professional affiliations and community contacts.
  - iv. Assisting the City Administrator with becoming familiar with staff, management systems, the budget, and City policies and procedures.
  - v. Provide institutional knowledge, background, context, and advice to the City Administrator regarding all aspects of City business and operations.

- D. Geisel shall continue to represent the City on the Monarch-Chesterfield Levee District Board of Directors (the “**Levee Board**”). The Parties may mutually agree to extend the duration of Geisel’s service on the Levee Board beyond the term of this agreement. The Parties acknowledge that Geisel’s position on the Levee Board is elected by property owners and not an entitlement of the City. At the City’s sole discretion, the City may request that Geisel resign from the Levee Board and Geisel will agree to resign from the same.
- E. Geisel shall continue to represent the City on the Chesterfield Valley Transportation Development District (the “**Valley TDD**”). The Parties may mutually agree to extend the duration of Geisel’s service on the Valley TDD beyond the term of this agreement. At the City’s sole discretion, the City may request that Geisel resign from the Valley TDD and Geisel will agree to resign from the same.
- F. Geisel shall continue to represent the City on the North Outer Forty Transportation Development District Board of Directors (the “**Outer 40 TDD**”). The Parties may mutually agree to extend the duration of Geisel’s service on the Outer 40 TDD. At the City’s sole discretion, the City may request that Geisel resign from the Outer 40 TDD and Geisel will agree to resign from the same.
- G. Geisel shall continue to represent the City on the St. Louis Area Insurance Trust Board of Directors (the “**SLAIT Board**”). The Parties may mutually agree to extend the duration of Geisel’s service on the SLAIT Board beyond the term of this agreement. At the City’s sole discretion, the City may request that Geisel resign from the SLAIT Board and Geisel will agree to resign from the same.

5. **RESPONSIBILITIES OF THE CITY**

The City shall have the following obligations and duties to the City during the Term:

- A. City shall provide an interim workspace for Geisel to perform his duties pursuant to this Agreement.
- B. City shall provide computer hardware and office equipment for Geisel’s non-exclusive use for Geisel to perform his duties pursuant to this Agreement.
- C. City shall compensate Geisel on a bi-weekly basis, in the same manner and schedule as are all other full-time City employees, in a salary equal to forty percent (40%) of his total bi-weekly compensation that he was receiving

from the City as of his Retirement Date. Mr. Geisel shall not be eligible for any merit increases during the Term.

- D. City will continue to provide Geisel with all employee benefits currently described in his employment agreement with the City, except that Geisel shall not continue to accrue any paid leave, with the exception of earned long term service days.
- E. Upon Geisel's date of retirement, as with all separating employees, he will be entitled to payment for all accrued vacation. He may elect, at his sole option, to delay payment for his accrued vacation time until the end of the Term of this agreement. If payment is delayed, the accrued vacation time will be paid at the compensation rate immediately prior to his retirement date as full time City Administrator.

## **6. EMPLOYMENT TERMS**

The following terms shall apply to Geisel's employment during the Term:

- A. Geisel shall continue to be employed by the City as an exempt professional employee for the Term.
- B. The City Administrator shall serve as Geisel's direct supervisor.
- C. Geisel shall serve in an administrative and advisory role to the Office of the City Administrator.
- D. Upon the appointment of a City Administrator, Geisel shall no longer have the powers of the City Administrator as set forth in City Code and State Statute, including, but not limited to, the authority to hire, terminate, or discipline any employee.
- E. Geisel and City shall continue to be bound by terms, conditions, standards, policies, and procedures applicable to City employees, except where expressly modified herein.

## **7. CITY PROPERTY FOLLOWING TERM**

- A. Geisel shall have the option to purchase his City vehicle (the "**Vehicle**") at the end of the Term, at fifty percent (50%) of the fair market value. The Parties agree that the City's Director of Finance shall determine the fair market value of the vehicle.
- B. Geisel shall be permitted to retain his current mobile business phone number. Geisel shall be permitted to retain his currently issued phone hardware. If required by the cellular provider, Geisel shall be permitted to

remain on the City's group cellular telephone plan indefinitely. Geisel shall reimburse the City for all costs related to remaining on the City's cellular telephone plan following the Term.

- C. Geisel shall have the option to purchase his currently assigned computer hardware and software (the "**Electronics**") at the end of the Term. The sale price of the Electronics shall be based on the market value of the Electronics. The Parties agree that the City's Information Technology Director shall determine the market value of the Electronics.

## **8. DISPUTE RESOLUTION**

In the event of any controversy or claim arising out of or relating to this Agreement, its interpretation, application, or enforcement, or the breach or alleged breach thereof (defined herein as "Claim" or "Controversy"), the Party asserting any such Claim or Controversy shall provide prompt written notice of the existence of the Claim or Controversy to the other Party (the "Claim Notice"). To the extent the Parties cannot resolve the Claim or Controversy within ten days of receipt of the Claim Notice, then the Parties hereby agree to attend at least one mediation session within thirty (30) days of the Notice, unless the Parties jointly agree to a different timeframe for the mediation. The Parties may not commence any litigation proceeding ("Proceeding") prior to the mediation session, except any Party may commence a Proceeding prior to mediation if: (i) by operation of law the Proceeding must be commenced prior to mediation in order for the Proceeding to be timely under the applicable statute(s) of limitations, in which event the Parties shall take no further action in the proceedings post-filing and the litigation will be stayed by agreement until seven days following the mediation session; and/or (ii) the Party commencing the proceeding is seeking temporary and/or preliminary injunctive relief. Mediation will take place in St. Louis County, Missouri and all Parties must have at least one representative physically present at mediation. The Parties shall work in good faith to agree on the mediator, the time, date, and location of mediation. The Parties shall split the costs of mediation, each Party to pay their own attorney's fees. In the event that the Parties cannot agree on a mediator, the Parties will each select a mediator and those two mediators will agree on and select a third mediator who will conduct the mediation. Each Party will pay their selected mediator's fees for choosing the third mediator.

## **9. INVALIDITY OF PROVISIONS**

If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

## **10. EXAMINATION OF AGREEMENT**

City and Geisel hereby acknowledge that they have each read, understood and had the opportunity to be advised by legal counsel as to all of the provisions of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that any court interpreting this Agreement shall not apply a presumption that the terms hereof should be construed more strictly against one Party than the other by reason of the rule that a document is to be more strictly construed against the Party who prepared the document or the initial draft of the

document. Both Parties acknowledge that this Agreement is the product of extensive negotiations between the Parties and that both Parties have contributed substantially to the final preparation of the terms and provisions of this Agreement. Typewritten or handwritten provisions inserted in this Agreement and initialed by both Parties, and any amendment or addenda initialed or signed by both Parties, shall control in the event of any conflict or inconsistency with any other provisions of this Agreement, and handwritten provisions initialed by both Parties shall control over typewritten provisions.

**11. HEADINGS**

It is understood and agreed that the headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

**12. APPLICABLE LAW; VENUE**

Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri. The sole venue for any action filed in connection with this Agreement shall be the Circuit Court of St. Louis County, Missouri, and each Party agrees to waive any defense of an inconvenient forum. The Parties expressly waive their right to remove any matter brought in Circuit Court to federal court or to institute any action in federal court.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

**SIGNATURE PAGES FOLLOW:**

**IN WITNESS WHEREOF**, the City and Geisel have caused this Phased Retirement Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto and attested as of the Effective Date.

\_\_\_\_\_  
**Michael Oliver Geisel**

CITY:

**CITY OF CHESTERFIELD, MISSOURI**

(SEAL)

\_\_\_\_\_  
**Bob Nation, Mayor**

STATE OF MISSOURI     )  
  )SS.  
COUNTY OF ST. LOUIS    )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me appeared **BOB NATION**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of Chesterfield, Missouri, a city of the third class of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of the City by authority of its City Council; and he acknowledged said instrument to be the free act and deed of said City.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public in and for said State  
Commissioned in St. Louis County

(SEAL)

My commission expires: \_\_\_\_\_

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me appeared Michael Oliver Geisel, to me personally known, who, being by me duly sworn, did say that said instrument was signed on his behalf; and acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_

Printed Name: \_\_\_\_\_  
Notary Public in and for said State  
Commission in St. Louis County

(SEAL)

My commission expires: \_\_\_\_\_

## **PARKS, RECREATION AND ARTS COMMITTEE**

Chair: Councilmember Mary Monachella

Vice Chair: Councilmember Gary Budoor

- A. In each of the last several years, the City has participated in the annual “Sculpture on the Move program, which is administered by the Creative Communities Alliance. Sculptures are offered, and distributed through a “draft” selection process, and then are offered on a two-year loan to participating Cities, at a cost of \$2,000. In this year’s draft, the City of Chesterfield drafted from the eighth (8<sup>th</sup>) slot and was able to select our third priority art piece, Lee Leuning and Sherry Treeby’s “Gotta Practice” from our top ten list of art sculptures previously identified as our preferred choices. The Parks, Recreation and Arts Committee recommends that the City Council accept this piece, and if accepted a separate recommendation to locate the sculpture will be forwarded from the PRACAC.**

### **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 Monday’s meeting.



# Memorandum

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To: Mike Geisel, City Administrator

From: TW Dieckmann, Director of Parks, Recreation and Arts *TW Dieckmann*

Date: February 13, 2024

Subject: seeking City Council approval of 2024 Sculpture on the Move

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Each year, the Parks, Recreation and Arts department (PRA) budgets \$1000 for the Sculpture on the Move program, administered by the Creative Communities Alliance (CCA). The sculpture is on loan to for two years for a total cost of \$2000. It then leaves for another location. Rotating off this year is "Sun to Moon" at Central Park. Sculptures change location as part of an annual "virtual art draft" in February.

Previously the Parks, Recreation and Arts Citizens' Advisory Committee (PRACAC) submitted a virtual ranking of each member's top 10 sculpture choices. The deadline was noon, February 2. PRA staff then compiled the rankings into a top 10 list. That was presented to the PRA Committee of Council (PRAcc) February 7. The list, in rank order as voted by PRACAC, was approved unanimously, and recommended to take to City Council for final approval. We request this to be on the March 4 agenda.

The forementioned "virtual art draft" took place this morning, February 13. Chesterfield chose eight overall. Our top two choices had been selected, so we secured our third choice, "Gotta Practice," by artists Lee Leuning and Sherri Treeby. Supporting documentation and pictures are attached.

I recommend consideration of approval of the "Gotta Practice" sculpture be forwarded to City Council. If approved, staff will take it back to PRACAC on March 13 to select a location within our park system. CCA has it in storage, and say it may be installed by May. Please let me know if you have questions or need additional information.

**Concurrence:** \_\_\_\_\_  
**Mike Geisel, City Administrator**



# Memorandum

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

From: Mariah Wegener, Recreation Specialist – Arts & Entertainment

Date: 02/13/2024

Subject: Creative Community Alliance – Sculpture on the Move

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This memo is to present information for the process of the sculpture selection for the Creative Community Alliance's (CCA) Sculpture on the Move program. The overall goal of this memo is to have our secured sculpture choice approved by Council.

## **About CCA and Sculpture on the Move:**

Creative Community Alliance (CCA) is a coalition of municipal and nonprofit organizations dedicated to the development of community arts in the St. Louis region. Sculpture on the Move is a program developed by the CCA that streamlines processes and bridges relationships with artists and communities. This program makes it as easy as possible to install high quality, original artwork in our community and to enhance public spaces, with minimal cost and short-term (2 year) commitment.

## **Sculpture Selection:**

On January 22nd, I attended the 2024 Sculpture on the Move artwork presentation via Zoom. Following the meeting, the 2024 Sculpture on the Move presentation link was forwarded to the Parks, Recreation, and Arts Advisory Committee with a request for each member's top ten sculpture choices and an explanation of how each individual's top ten list would be combined to configure a top ten sculpture list as a city overall. The top ten lists from the committee were due on Friday, February 2nd by 12:00pm and the City of Chesterfield's top ten sculpture list was finalized. On February 13th, I represented the City of Chesterfield in the art draft. Chesterfield was the eighth city to choose a sculpture and I was able to secure our third choice of "Gotta Practice" by Lee Leuning and Sherri Treeby. Please find photographs and information on the sculpture listed below and let me know if you have any further questions.

"Gotta Practice" by Lee Leuning & Sherri Treeby

Dimensions: 48" x 24" x 34"

Medium: Bronze and Stainless Steel

Maintenance: Wash occasionally with soapy water

Price: \$17,000

From: South Dakota

Description: Our tom girl has to finish her violin practice before she can go out and play.

Her loyal hound is being patient but he is protecting his ears against her musical efforts.

Additional Notes: Please pay attention to the height of these works.

The CCA currently holds possession of this piece in storage and has informed me it can be installed at an earlier date if needed.



## **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 with Blue Sheet Amendments.**

### **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 Monday's meeting.

**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:

**BILL NO.** \_\_\_\_\_

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

**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 9 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.**

- A.** 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. For purposes of this Section, the term noxious substance shall not include pepper spray with a range of less than twenty feet.
- B.** A person is permitted to keep in their locked vehicle any air pistol, air rifle, or bow and arrow within any park facility, trail area, roadway, driveway, or other public place of the Department.
- C.** Any person over the age of 14 is permitted to carry or have in his/her possession any pepper spray, stun gun, or other non-lethal self-defense tool within any park, facility, trail area, roadway, driveway, or other public place of the Department.
- D.** 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.
- E.** 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:

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Vickie McGownd

FIRST READING HELD:

BLUE SHEET AMENDMENTS

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

- A. Bid Recommendation - 2024 Sidewalk Replacement Project B:**  
Recommendation to accept the low bid submitted by Amcon Municipal Concrete and to authorize the City Administrator to enter into an agreement with Amcon Municipal Concrete for the 2024 Sidewalk Replacement Project B, in an amount not to exceed \$200,000. This project is budgeted within Account 120-079-5497 of the Capital Projects Sidewalk Improvement Fund. **(Roll Call Vote) Department of Public Works recommends approval.**
- B. Bid Recommendation - Public Works Facility Overhead Doors -**  
Recommendation to authorize the City Administrator to approve a Purchase Order in the amount of \$50,000 to Zumwalt Corporation for the replacement of four overhead doors at the Public Works Facility. **(Roll Call Vote) Department of Public Works recommends approval.**
- C. Liquor License - Popshef (34 THF Blvd) -** has requested a new liquor license for retail sale of all kinds of intoxicating liquor, not to be consumed on premise, and Sunday sales. **(Voice Vote) Application has been reviewed by the Police Department and the Planning Department. There are no known outstanding municipal violations.**

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

# Memorandum

## Department of Public Works



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

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

**DATE:** February 20, 2024

**RE:** 2024 Sidewalk Replacement Project B

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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 B is specifically funded at \$200,000 within Account 120-079-5497. This project will address open sidewalk work orders throughout the City, as well as those trip hazards and deficiencies with the highest priority as defined in the City’s ADA Transition Plan. As you know, Sidewalk Project A concentrates on deficient sidewalk within select subdivisions and was approved by City Council at its February 20, 2024 meeting.

The Department of Public Works publicly opened bids for the 2024 Sidewalk Replacement Project B on February 20, 2024. The results of the bid opening are detailed in the attached memorandum from Project Manager Matt Dooley. After reviewing the bids, Staff recommends the project be awarded to the low bidder, Amcon Municipal Concrete, in an amount not to exceed \$200,000. Amcon has previously performed numerous concrete road and sidewalk projects for the City of Chesterfield and is positively recommended by City Staff.

### Action Recommended

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

Concurrence:

*J. Kelly*  
\_\_\_\_\_  
Jeannette Kelly, Director of Finance



**BID TABULATION**  
**2024 Sidewalk Replacement Project B**  
**2024-PW-04 B**  
**February 20, 2024**

ITEM #	DESCRIPTION	UNITS	QUANTITY	ENGINEER'S ESTIMATE		Amcon Municipal Concrete		M&H Concrete Contractors		E. Meier Contracting		Lamke Trenching & Excavating	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Remove/Replace 4" Sidewalk	Sq. Ft.	11,250	\$16.50	\$185,625.00	\$11.00	\$123,750.00	\$11.25	\$126,562.50	\$13.76	\$154,800.00	\$16.30	\$183,375.00
2	Remove/Replace 6" Sidewalk	Sq. Ft.	325	\$18.50	\$6,012.50	\$12.00	\$3,900.00	\$12.10	\$3,932.50	\$14.91	\$4,845.75	\$17.30	\$5,622.50
3	Remove/Replace/Accessible Ramp	Each	1	\$2,500.00	\$2,500.00	\$750.00	\$750.00	\$750.00	\$750.00	\$2,258.48	\$2,258.48	\$2,350.00	\$2,350.00
4	Remove/Replace Drive Approach	Each	1	\$3,500.00	\$3,500.00	\$500.00	\$500.00	\$650.00	\$650.00	\$2,563.12	\$2,563.12	\$0.00	\$0.00
<b>TOTAL BID</b>						<b>\$197,637.50</b>	<b>\$128,900.00</b>	<b>\$131,895.00</b>	<b>\$164,467.35</b>	<b>\$191,347.50</b>			

# MEMORANDUM



**DATE:** February 20, 2024  
**TO:** Jim Eckrich, Public Works Director  
**FROM:** Matt Dooley, Project Manager   
**SUBJECT:** 2024 Sidewalk Replacement Project, 2024-PW-04B

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On February 20, 2023, the City of Chesterfield publicly opened bids for the above referenced project, with three bids received.

Contractor	Total Bid
Amcon Municipal Concrete, LLC	\$ 128,900.00
M&H Concrete Contractors	\$ 131,895.00
E. Meier Contracting	\$ 164,467.35
Lamke Trenching & Excavating	\$ 191,347.50

The low bidder, Amcon Municipal Concrete has successfully performed sidewalk work in the past for other municipalities as well as the City of Chesterfield. **Accordingly, I recommend acceptance of the bid of \$ 128,900 submitted by Amcon Municipal Concrete, with the cost of the project not to exceed \$200,000.** 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 20, 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 B  
2024-PW-04 B

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

The City is requesting unit price proposals for this work, consisting of all work necessary to remove and reconstruct 4" thick, 6" thick existing sidewalk, handicap ramps, and concrete aprons, including all necessary property restoration in various locations, as designated by the City.

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: Paul J Amelong

Date: 2/20/2024

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

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1	Removal and Replacement of 4" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	11,250	11 <sup>00</sup>	123,750 <sup>00</sup>
2.1	Removal and Replacement of 6" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	325	12 <sup>00</sup>	3,900 <sup>00</sup>
3.1	Removal and Replacement Accessible Curb Ramps	Each	1	750 <sup>00</sup>	750 <sup>00</sup>
4.1	Removal and Replacement of Drive Approach	Each	1	500 <sup>00</sup>	500 <sup>00</sup>
<b>TOTAL BID</b>					<b>129,400<sup>00</sup></b>

# 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 26, 2024

**RE:** Replace Four Overhead Doors at Public Works Facility

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As you know, the 2024 Budget includes \$61,000 in Account 120-079-5470 for the replacement of four overhead doors at the Public Works Facility (PWF). These are the final four doors original to the PWF which was constructed in 1996. As described during the budgetary process, the recommended overhead door replacements are part of a multi-year plan to replace all eleven of the overhead doors at the PWF. The new doors (all purchased 2021-2024) are expected to last in excess of twenty years.

The Public Works Department has solicited bids from four contractors for the scheduled replacement of four overhead doors. The bids received were as follows:

Zumwalt Corporation	\$44,849
Overhead Door of St. Louis	\$63,142
O'Fallon Overhead Door	\$66,910
St. Louis Automatic Door	NO BID

As you can see, Zumwalt Corporation has submitted the low bid of \$44,849, which is well within budget. Zumwalt Corporation has replaced several other doors at the PWF and is positively recommended by City Staff. Accordingly, after reviewing this matter in detail, I concur with the Building Maintenance Supervisor and recommend that the City accept the low bid from Zumwalt Corporation in an amount not to exceed \$50,000. This includes the low bid amount and a modest contingency should a change order become necessary.

### 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 approve a Purchase Order in the amount of \$50,000 to Zumwalt Corporation for the replacement of four overhead doors at the Public Works Facility.

TELEPHONE QUOTATION

Department Public Works Item PWF Door Replacement 120-079-5470

Description of item (s): Remove and install (3 ea.) 14'x14' and (1ea.) 10'x10' insulated rolling steel door, gray in color. Polyurethane injected galvanized slats with full weather stripping. Include 1/2 HP motor operator. Safety shall be constant pressure to close and/or as safety device.

Vendor	Company Representative	Date Delivery Promised	Unit Price	Terms	Total Price
1. Overhead Door of St. Louis	Cody Waller	4-6 weeks		NET 30	\$63,142.00
2. St. Louis Automatic Door	Stephen Derkos				NO BID
3. Zumwalt Corp.	Tim Keith	4-6 weeks		NET 30	\$44,849.00
4. O'Fallon Overhead Door	Jason Gosrau	4-6 weeks		NET 30	\$66,910.11

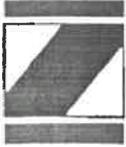
Recommended vendor: Zumwalt Corp.

Reason: Lowest price  Best Terms/Delivery \_\_\_\_\_ Quality \_\_\_\_\_ Other \_\_\_\_\_

If less than three bids are obtained, check one of the following reasons:

Emergency Purchase \_\_\_\_\_ Proprietary Item \_\_\_\_\_ Sole Source \_\_\_\_\_  
State Purchase Contract \_\_\_\_\_ Matches Existing Equipment \_\_\_\_\_ Other \_\_\_\_\_

Signature of person taking quotes  Date 2/21/2024



Zumwalt Corporation  
 1617 Lafayette Avenue  
 St. Louis, MO 63104

# QUOTE

Quote Nbr.: Q000703  
 Opportunity Nbr.: 000917  
 Quote Date: 02/09/24  
 Salesperson: Tim Keith

<https://www.zumwaltcorporation.com/>

**SOLD TO:**  
 CITY OF CHESTERFIELD  
 690 CHESTERFIELD PARKWAY WEST  
 CHESTERFIELD MO 63017  
 Attn: BARRY JOHNSON  
 314-680-9808

**JOB NAME:**  
 165 PUBLIC WORKS DR.  
 CHESTERFIELD MO 63005

**QTY ITEM WIDTH X HEIGHT**

**FURNISH AND INSTALL:**

- (2) MFW 14'0"X14'0" INSULATED ROLLING DOORS, GRAY FINISH.
- (1) MFW 12'0"X16'0" INSULATED ROLLING DOORS, GRAY FINISH.
- (1) MFW 10'0"X10'0" INSULATED ROLLING DOORS, GRAY FINISH.
- MGH 1/2 HORSEPOWER MOTOR OPERATORS, 120 VOLT (3/4 HORSEPOWER FOR THE 12'X16' DOOR).
- CONSTANT PRESSURE TO CLOSE OPERATION.
- FULL WEATHERSTRIPPED.
- RECONNECT THE ELECTRIC.

FOR THE SUM OF: \$44,849.00

OUR STANDARD INSURANCE APPLIES. SAFETY CLASSES, SPECIAL CLOTHING, ANY SPECIAL BILLING CHARGED EXTRA. DRUG TESTING BY ST. LOUIS CONSTRUCTION INDUSTRY SUBSTANCE ABUSE CONSORTIUM ONLY, INCLUDED. ERECTION ON FINISHED FLOOR ONLY INCLUDED. NO PERFORMANCE OR PAYMENT BOND IS INCLUDED IN THIS PROPOSAL. NO SEISMIC CRITERIA INCLUDED. NO ACCESS PANELS OR EQUIPMENT PROVIDED OTHER THAN LISTED ABOVE. REGARDING MATERIAL PRICE FLUCTUATIONS, REFERENCE AGC DOCUMENT NO. 200.1 AMENDMENT 1. THIS DOCUMENT SUPERSEDES ANY CONTENTS IN THIS CONTRACT RELATING TO MATERIAL PRICE VOLATILITY. WE EXCLUDE LIQUIDATED DAMAGES, FINES, AND BACK CHARGES. NO LIQUIDATED DAMAGES WILL BE ACCEPTED DUE TO MATERIAL SHORTAGES. PRICING CONTAINED IN THIS QUOTE IS VALID THIS DAY ONLY. MATERIAL ESCALATION MAY APPLY.

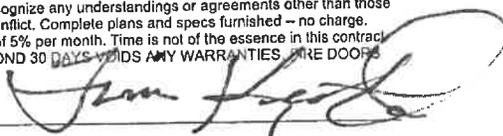
THERE IS A GLOBAL SHORTAGE OF GARAGE DOOR MATERIALS THAT WILL IMPACT YOUR DELIVERY. WE CAN NOT FORECAST DELIVERY OF MATERIAL AT THIS TIME.

OPENINGS PREPARED TO OUR REQUIREMENTS: DESIGN BY OTHERS. The following is part of this contract unless otherwise specified above: Electrical wiring or electrical work of any kind is not included; hauling of debris and clean up of any type is not included; no charge-backs allowed without written authorization of the undersigned. Insurance coverage furnished at our standard limits unless otherwise specified. Installation is not guaranteed unless door is erected on finished floor, pit levelers must be set to constitute a finished floor. NO LABORERS TO UNLOAD. NO PERMITS. NO SPECIAL DRUG TESTING OTHER THAN AGC. SPECIAL CLOTHING NOT INCLUDED. NO BONDS INCLUDED. NO CONTINGENT PAYMENTS. NO SEISMIC ENGINEERING INCLUDED.

The fabrication and installation of the above shall be contingent upon fires, strikes, accidents or other causes beyond our control. This contract, when Accepted, is not subject to cancellation except with our consent and on terms that will indemnify us against all loss. The Zumwalt Corporation does not recognize any understandings or agreements other than those specified in this contract. All purchase orders based on this proposal subject to all terms of this offer even if excluded in or in conflict. Complete plans and specs furnished -- no charge.

The prices in this contract are guaranteed for 10 days only. Terms: Net Cash, Interest charged on past due accounts at rate of 5% per month. Time is not of the essence in this contract. The terms and conditions printed on the back hereof are expressly made a part of this contract. DELAY OF PAYMENTS BEYOND 30 DAYS voids ANY WARRANTIES. FIRE DOORS TEST DROPPED WHEN INSTALLED ONLY. THERE WILL BE A CHARGE FOR A SUBSEQUENT TEST DROP.

Accepted by: \_\_\_\_\_

By: 

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

Salesperson: Tim Keith



## MEMORANDUM

**DATE:** February 26, 2024

**TO:** Mike Geisel  
City Administrator

**FROM:** Denise Pozniak, Business Assistance Coordinator

**SUBJECT:** **LIQUOR LICENSE REQUEST – POPSHELF STORE #30356**

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**POPSHELF STORE** ... has requested a new liquor license for retail sale of all kinds intoxicating liquor, not to be consumed on premise, and Sunday sales.

Business description: Retail, general merchandise

There are no known outstanding municipal violations at this location:  
34 THF Blvd

Lorene Williams is the managing officer.

This application was reviewed and approved by both the Police Department and the Department of Planning.

With City Council approval at the Monday March 4, 2024 city council meeting, I will immediately issue this license.

## **OTHER LEGISLATION**

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

## **UNFINISHED BUSINESS**

There is no unfinished business scheduled for this meeting.

## **NEW BUSINESS**

There is no New Business scheduled for this meeting.