



**AGENDA**  
**CITY COUNCIL MEETING**  
**Chesterfield City Hall**  
**690 Chesterfield Parkway West**  
**Monday, March 18, 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** – March 4, 2024
  - B. City Council Meeting Minutes** – March 4, 2024
  
- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
  - A. Thursday, March 21, 2024 – Planning & Public Works (5:30pm)**
  - B. Tuesday April 16, 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. 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). **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended. Additional amendments approved at First Reading of Council.**

**2. Next Meeting – Thursday, March 21, 2024 (5:30pm)**

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

**1. 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. **(Second Reading) Finance and Administration Committee recommends approval.**

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

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

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

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

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

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

**A. Bid Recommendation - 2024 Citizen**

Authorize the City Administrator to contract with Minuteman Press for production of the 2024 Citizen Newsletters at an estimated cost of \$63,600.

**B. Liquor License – Satchmos Bar & Grill** – has requested a new liquor license for retail sale of all kinds intoxicating liquor, drinks 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**

**C. Bid Recommendation – CFAC Painting**

Recommendation for the City Administrator to accept a contract with CCIMW, LLC for their base bid (\$30,854) and alternate bids to paint the slide tower (\$8,946) and play feature (\$10,974). If approved, staff will create a purchase order for \$50,744 from account 119-086-5251. The \$744 budget overage can be absorbed in the 119-086-5251 budget. **(Roll Call Vote) Parks, Recreation, and Arts Committee Recommends Approval.**

## **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.**

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

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
2/1/2024	1349	BOND ARCHITECTS, INC.	PAY#3-ARCHITECTURAL SERVICES-AMPHITHEATER IMPROVEMENTS	\$ 14,781.00	137
2/15/2024	1350	BOND ARCHITECTS, INC.	PAY#4-ARCHITECTURAL SERVICES-AMPHITHEATER IMPROVEMENTS	28,595.00	137
2/15/2024	1351	TECH ELECTRONICS, INC	COUNCIL CHAMBERS A/V SYSTEM	6,016.55	137
2/1/2024	51714	JOHN DEERE COMPANY	TRACTOR AND UTILITY CART (TRADE-IN PK-204, PD-283, PK-4)	60,988.03	119
2/8/2024	51737	DIVERZIFY BUYER, LLC DBA KIEFER AMERICA, LLC	MIRACLE FIELD SURFACING	143,410.00	119
2/8/2024	51749	MPRA	MPRA LUNCH AND LEARN ATTENDANCE FOR (19) PARKS STAFF	5,585.00	119
2/8/2024	51750	PERRY WEATHER, INC.	CVAC WEATHER ALERT SYSTEM	47,500.00	119
2/15/2024	51780	J&M DISPLAYS, INC	FIREWORKS DISPLAY	55,000.00	119
2/15/2024	51814	SPORTS FACILITIES GROUP, INC.	LACROSS AND SOCCER GOALS	5,583.29	119
2/22/2024	51827	MIDWESTERN COATINGS, INC. DBA RHINO SHIELD	COATING OF BAR CONTAINER AND RAILS AT AMP	5,000.00	119
2/22/2024	51836	TRAFFIC CONTROL COMPANY	ARROW BOARDS (1 REPLACEMENT, 1 ADDITIONAL)	10,400.00	119
2/29/2024	51844	CAPRI POOLS, LLC	AQUATIC CENTER PLANNING GRANT; INSTALL GF SIGNET FLOW METER ON BACKWASH LINE	23,330.00	119
2/29/2024	51860	PORTA-PRO MOUNDS, INC.	SOFTBALL MAT (3) AND HOOK/LOOP REPLACEMENTS	6,687.50	119
2/1/2024	71408	CHESTERFIELD SPORTS ASSOCIATION, INC.	CHESTERFIELD SPORTS COMPLEX GRADING SURETY RELEASE	17,770.00	808
2/1/2024	71410	CIVICPLUS, LLC	SEE CLICK FIX SOFTWARE SUBSCRIPTION	20,452.74	001
2/1/2024	71412	DELTA DENTAL OF MISSOURI	FEBRUARY 2024 DENTAL INSURANCE PREMIUMS	13,237.03	001
2/1/2024	71414	EAST-WEST GATEWAY	STP-S GRANT FUNDS APP FEE, HIGHCROFT DR./OLD BAXTER RD.	9,583.00	120
2/1/2024	71415	ENERGY PETROLEUM CO.	REGULAR GASOLINE PURCHASES (DIESEL AND #2 ULTRA) (7054 GALLONS)	18,614.25	001
2/1/2024	71441	PAYNE FAMILY HOMES	SUBDIVISION CONSTRUCTION RELEASE, ALEXANDER WOODS	99,039.98	808
2/1/2024	71445	SHI INTERNATIONAL CORP	IRONSCALES EMAIL SECURITY SOFTWARE	12,051.60	001
2/1/2024	71447	SPIRE ENERGY	690 CHESTERFIELD PKWY WEST - 12/19-1/17/2024	7,243.47	001
2/1/2024	71448	ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL	FEBRUARY 2024 HEALTH INSURANCE PREMIUMS	213,819.68	001
2/1/2024	71452	TECH ELECTRONICS, INC	ANNUAL PHONE SYSTEM MAINTENANCE CONTRACT	8,196.00	001
2/8/2024	71476	ENGELMEYER & PEZZANI, LLC	SEPTEMBER-DECEMBER 2023 CERTIFIED TRIAL SERVICES; DECEMBER 2023 ALTERNATIVE COURTS	14,023.20	001
2/8/2024	71478	GAMBLE & SCHLEMEIER, LTD	CONTINGENCY SUCCESS PAYMENT PER CONTRACT	10,000.00	001
2/8/2024	71483	HENDERSON PRODUCTS, INC.	DUMP TRUCK MOUNTED WATER TANK WITH PUMP	15,242.00	001
2/8/2024	71485	HESSE GRAVILLE, LLC	JANUARY 2024 MONTHLY LEGAL AND PROFESSIONAL SERVICE FEES	33,625.00	001
2/8/2024	71496	MCBRIDE & SON PROPERTIES, LLC	PARTIAL MAINTENANCE ESCROW RELEASE, SCHAEFFER'S GROVE PLAT 2	34,819.05	808
2/8/2024	71501	NOREGON SYSTEM LLC	JPRO DIAGNOSTIC SOFTWARE TOOL W/ADAPTER KIT	5,142.00	001
2/8/2024	71520	SWEETENS CONCRETE SERVICES, LLC	PAY#3-2023 CRACK SEALING PROJECT	23,457.88	120
2/8/2024	71523	TOPE INC	14509 BRITANIA- SEWER REPAIR	6,182.00	110
2/15/2024	71538	AMEREN MISSOURI	690 CHESTERFIELD PKWY WEST-1/9-2/7/2024	10,669.26	001
2/15/2024	71541	COSTAR REALTY INFORMATION, INC	COSTAR SUITE 02/01/2024-01/31/2025	5,580.36	001
2/15/2024	71553	HONKAMP KRUEGER & CO., P.C., HONKAMP, P.C.	AUDIT SERVICE CHESTERFIELD VALLEY TDD-TO BE REIMBURSED TO CITY BY TDD	6,695.00	001
2/15/2024	71554	HONKAMP KRUEGER & CO., P.C., HONKAMP, P.C.	2023 AUDIT SERVICES, SINGLE AUDIT AND FINANCIAL STATEMENT PREPARATION (PROGRESS PYMT)	19,570.00	001
2/15/2024	71555	HOTTLE VALUATION SERVICES	WILSON AVENUE IMPROVEMENTS-APPRAISALS 2021-PW-14	7,600.00	120
2/15/2024	71562	LEADSONLINE	CELLHAWK ANNUAL SUBSCRIPTION	5,145.00	121
2/15/2024	71575	ST. LOUIS COUNTY MISSOURI - POLICE DEPT	COMMUNICATIONS CONTRACT	17,734.32	121
2/15/2024	71580	THE HARTFORD-PRIORITY ACCOUNTS	FEBRUARY 2024 GROUP LIFE, LTD, STD, VOL LIFE, ACCIDENT, AND CRITICAL ILLNESS INSURANCE	14,187.81	001
2/15/2024	71583	TOPE INC	312 DIPLOMAT - SEWER REPAIR	5,602.00	110
2/22/2024	71607	PNC BANK	JANUARY-FEBRUARY 2024 PNC MONTHLY STATEMENT	12,346.85	001
2/22/2024	71610	SHI INTERNATIONAL CORP	ANNUAL SOFTWARE & SUPPORT CONTRACT (VEEAM BACKUP)	12,236.48	001
2/29/2024	71625	ENERGY PETROLEUM CO.	REGULAR GASOLINE PURCHASES (DIESEL, #2 ULTRA WINTER, AND 98 OCT) (7054 GALLONS)	21,148.53	001
2/29/2024	71628	FARINELLA NURSERY LANDSCAPE CONST. LLC	FALL 2023 STREET TREE PLANTING PROGRAM	49,885.00	001
2/29/2024	71631	GAMMA'S SHIELD SHADE TREE INC	STREET TREE AND STUMP REMOVALS	24,855.00	001
2/29/2024	71648	MINUTEMAN PRESS	CHESTERFIELD CITIZEN WINTER EDITION 2023-2024 PRINTING	6,354.00	001
2/29/2024	71654	PITZER SNODGRASS, P.C.	ENERGY MARKETING 709, LLC VS CITY OF CHESTERFIELD, MO ET AL	6,090.00	001
2/29/2024	71661	RON TURLEY ASSOC., INC.	ANNUAL FLEET MANAGEMENT SOFTWARE SUBSCRIPTION	10,796.00	001
2/29/2024	71663	SHI INTERNATIONAL CORP	ANNUAL SOFTWARE LICENSING & SUPPORT - VMWARE	7,074.56	001
2/29/2024	71667	SPIRE ENERGY	691 CHESTERFIELD PKWY WEST - 1/18-2/16/2024	6,002.89	001
2/29/2024	71668	ST. LOUIS COUNTY MISSOURI - POLICE DEPT	ACADEMY TRAINING FOR COMMISSIONED OFFICERS	17,325.00	121
2/29/2024	71674	TOPE INC	14934 LAKE MANOR - SEWER REPAIR	5,482.00	110
2/29/2024	71675	TOPE INC	1218 BEAVER CREEK - SEWER REPAIR	5,823.00	110
2/29/2024	5063	THOMAS AND HUTTON ENGINEERING CO	CHESTERFEILD VALLEY STORMWATER MASTER PLAN	10,485.00	111

\$ 1,264,063.31

Respectfully submitted by,  
Jeannette Kelly, Director of Finance



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



## RECORD OF PROCEEDING

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

**MARCH 4, 2024**

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

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

A roll call was taken with the following results:

PRESENT

ABSENT

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

APPROVAL OF MINUTES

The minutes of the February 20, 2024 Executive Session were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Mastorakos, to approve the February 20, 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 20, 2024 City Council meeting were submitted for approval. Councilmember Hansen made a motion, seconded by Councilmember Moore, to approve the February 20, 2024 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

### **INTRODUCTORY REMARKS**

Mayor Nation announced that the next meeting of City Council is scheduled for Monday, March 18, at 7 p.m.

### **COMMUNICATIONS AND PETITIONS**

Mr. Ty Wagner, 2720 Indiana Avenue, stated that he was available to answer any questions pertaining to Bill No. 3495 (P.Z. 12-2023 West County YMCA).

### **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 **(Second Reading) Planning and Public Works Committee recommends approval**

Councilmember Hurt made a motion, seconded by Councilmember Monachella, for the second reading of Bill No. 3493. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3493 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3493 with the following results: Ayes – Hansen, Budoor, Monachella, Hurt, Wahl, Mastorakos, Moore and McGuinness. Nays – None. Whereupon Mayor Nation declared Bill No. 3493 approved, passed it and it became **ORDINANCE NO. 3282**.

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

Councilmember Hansen, Chairperson of the Planning & Public Works Committee, made a motion, seconded by Councilmember Monachella, for the second reading of Bill No. 3494. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3494 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3494 with the following results: Ayes – Monachella, Mastorakos, Budoor, Hansen, Wahl, Moore, McGuinness and Hurt. Nays –

None. Whereupon Mayor Nation declared Bill No. 3494 approved, passed it and it became **ORDINANCE NO. 3283**.

Bill No. 3495           Amends 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**

Councilmember Hansen made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3495.

Councilmember Hansen made a motion, seconded by Councilmember Budoor, to amend the original motion by incorporating the green sheet amendments that the medical office use be permitted as an accessory use only and be restricted to the same operating hours as the facility. A voice vote was taken with a unanimous affirmative result and the motion to amend was declared passed.

A voice vote was taken on the original motion as amended, with a unanimous affirmative result and the motion, as amended, was declared passed. Bill No. 3495 was read for the first time.

Councilmember Hansen announced that the next meeting of this Committee is scheduled for Thursday, March 21, at 5:30 p.m.

### **Finance & Administration Committee**

Councilmember Michael Moore, Chairperson of the Finance & Administration Committee, made a motion, seconded by Councilmember Budoor, to authorize the destruction of records, as recommended by the City Clerk, and unanimously recommended by the Finance & Administration Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Moore made a motion, seconded by Councilmember Hansen, to approve a proposed resolution adopting personnel manual revisions as unanimously recommended by the Finance & Administration Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. The successful resolution became Chesterfield Resolution No. 496.

Councilmember Moore made a motion, seconded by Councilmember Monachella, to approve a proposed resolution adopting salary administration manual revisions, as

recommended by executive staff, and unanimously recommended by the Finance & Administration Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. The successful resolution became Chesterfield Resolution No. 497.

Councilmember Moore made a motion, seconded by Councilmember Budoor, to approve a proposed resolution adopting a bid protest procedure for the North Outer 40 Sanitary Sewer Improvements, as unanimously recommended by the Finance & Administration Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. The successful resolution became Chesterfield Resolution No. 498.

Bill No. 3496           Adopts the October 5, 2023 continuity of operations plan prepared by the City Administrator and authorizes the Mayor to enter into a phased retirement agreement with Michael O. Geisel, The City Administrator **(First Reading) Finance and Administration Committee recommends approval**

Councilmember Moore made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3496. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3496 was read for the first time.

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

Councilmember Mary Monachella, Chairperson of the Parks, Recreation & Arts Committee, made a motion, seconded by Councilmember Moore, to approve acceptance of the “Gotta Practice” sculpture in conjunction with the City’s participation with the 2024 Sculpture on the Move program. A roll call vote was taken with the following results: Ayes – Mastorakos, Hurt, Monachella, Hansen, McGuinness, Budoor, Wahl and Moore. Nays – None. Mayor Nation declared the motion passed.

### **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 with Blue Sheet Amendments**

Councilmember Mary Ann Mastorakos, Chairperson of the Public Health & Safety Committee, made a motion, seconded by Councilmember Wahl, for the second reading of Bill No. 3481.

Councilmember Mastorakos made a motion, seconded by Councilmember Moore, to amend the original motion by incorporating the blue sheet amendments, as recommended by the City Attorney. A voice vote was taken with a unanimous affirmative result and the motion to amend was declared passed.



A voice vote was taken on the original motion as amended, with a unanimous affirmative result and the motion, as amended, was declared passed. Bill No. 3481 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3481 with the following results: Ayes – Budoor, Mastorakos, McGuinness, Moore, Monachella, Hurt, Wahl and Hansen. Nays – None. Whereupon Mayor Nation declared Bill No. 3481 approved, passed it and it became **ORDINANCE NO. 3284**.

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

City Administrator Mike Geisel reported that Staff is recommending award of a contract for 2024 Sidewalk Replacement Project 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 for the 2024 Sidewalk Replacement Project B, and authorization for the City Administrator to execute a contract in an amount not to exceed \$200,000. Councilmember Hansen made a motion, seconded by Councilmember Moore, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Mastorakos, Moore, Hurt, Hansen, Budoor, McGuinness, Wahl and Monachella. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Staff is recommending award of a contract for Public Works Facility Overhead Doors. 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 Zumwalt Corporation for replacement of four overhead doors at the Public Works Maintenance Facility, and authorization for the City Administrator to execute a contract in an amount not to exceed \$50,000. Councilmember Hurt made a motion, seconded by Councilmember Moore, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Budoor, McGuinness, Hansen, Monachella, Moore, Mastorakos, Hurt and Wahl. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Popshelf, located at 34 THF Boulevard, has requested a new liquor license for retail sale of all kinds of intoxicating liquor, not to be consumed on premises, and Sunday sales. Mr. Geisel reported that, per City policy, this application has been reviewed and is now recommended for approval by both the Police Department and Planning & Development Services. Councilmember Budoor made a motion, seconded by Councilmember Wahl, to approve issuance of a new liquor license to Popshelf. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

### **OTHER LEGISLATION**

There was no other legislation scheduled for this meeting.

**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 7:33 p.m.

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

**ATTEST:**

\_\_\_\_\_  
Vickie McGownd, City Clerk

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

## **AGENDA REVIEW – MONDAY, March 18, 2024 – 6:15 PM**

An AGENDA REVIEW meeting has been scheduled to start at **6:15 PM, on Monday, March 18, 2024.**

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

## **UPCOMING MEETINGS/EVENTS**

**A. Thursday, March 21, 2024 – Planning & Public Works (5:30pm)**

**B. Monday, April 16, 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. 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). (Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended. Additional amendments approved at First Reading of Council.**

**B. Next Meeting – Thursday, March 21, 2024 (5:30pm)**

### **NEXT MEETING**

The next meeting of the Planning and Public Works Committee is scheduled for Thursday, March 21, 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

## Department of Planning



**To:** City Council

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

**Date:** March 18, 2024

**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.

PZ 12-2023 West County YMCA  
16464 Burkhardt Pl

City Council Memo  
March 18, 2024

Attachments

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

**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
    - vi. 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.

#### **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**

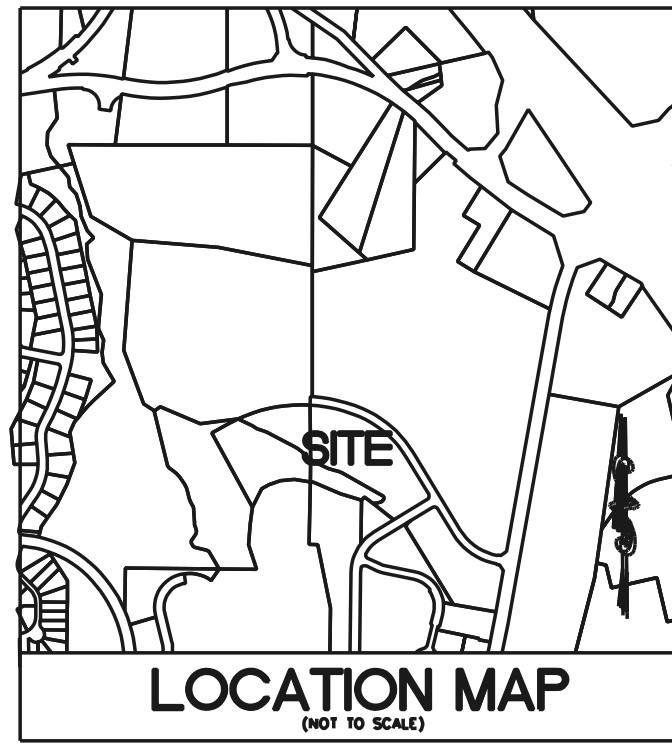
1. The City of Chesterfield, Missouri will enforce the conditions of this ordinance in accordance with the Plan approved by the City of Chesterfield and the terms of this Attachment A.
2. Failure to comply with any or all the conditions of this ordinance will be adequate cause for revocation of approvals/permits 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.





OPEN SPACE:	
EXISTING	
PARKING AND DRIVES	96,062 SQFT
BUILDINGS	58,581 SQFT
TOTAL	154,643 SQFT
GREEN SPACE AND SIDEWALKS	89,921 SQFT
ENTIRE PROPERTY	244,564 SQFT
GREEN SPACE PERCENTAGE	36.77 PERCENT
PROVIDED	
PARKING AND DRIVES	93,316 SQFT
BUILDINGS	64,044 SQFT
TOTAL	157,360 SQFT
GREEN SPACE AND SIDEWALKS	87,204 SQFT
ENTIRE PROPERTY	244,564 SQFT
GREEN SPACE PERCENTAGE	35.66 PERCENT
REQUIRED	> 35.00 PERCENT

# PRELIMINARY SITE DEVELOPMENT PLAN

A TRACT OF LAND IN U.S. SURVEY 415 AND 2002, T. 45 N. R. 4 E.  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY MO.

## PERTINENT DATA

OWNER = YOUNG MEN'S CHRISTIAN ASSOCIATION  
ZONING = PC - ORD. #2520  
SITE ACREAGE = 5.615±  
LOCATOR NO. = 18T620217  
FIRE DISTRICT = CHESTERFIELD FIRE PROTECTION DISTRICT  
SCHOOL DISTRICT = PARKWAY  
SEWER DISTRICT = M.S.D.  
WATER SHED = BONHOMME CREEK  
WATER SERVICE = MISSOURI AMERICAN WATER COMPANY  
GAS SERVICE = SPIRE GAS COMPANY  
ELECTRIC SERVICE = AMEREN

## ST. LOUIS COUNTY BENCHMARK

BENCHMARK 12048  
ND4029 Elev = 557.81  
56' on top of curb at end of roadway along the north  
curb line of the westerly extension of Burkhardt Place on  
the east side of Chesterfield Village Parkway; 0.2 mile  
north of Lyda Hill Drive.

## PARKING DATA

EXISTING 241 P.S.  
PROPOSED SPACES PROVIDED 44 P.S.  
PROVIDED PARKING 245 P.S. TOTAL  
REQUIRED PARKING (3.3 SPACES PER 1,000 S.F.) (73,985 S.F. / 1,000 X 3.3 SPACES) 245 P.S. TOTAL  
PROVIDED ADA ACCESSIBLE PARKING 11 P.S. TOTAL

## SHEET INDEX

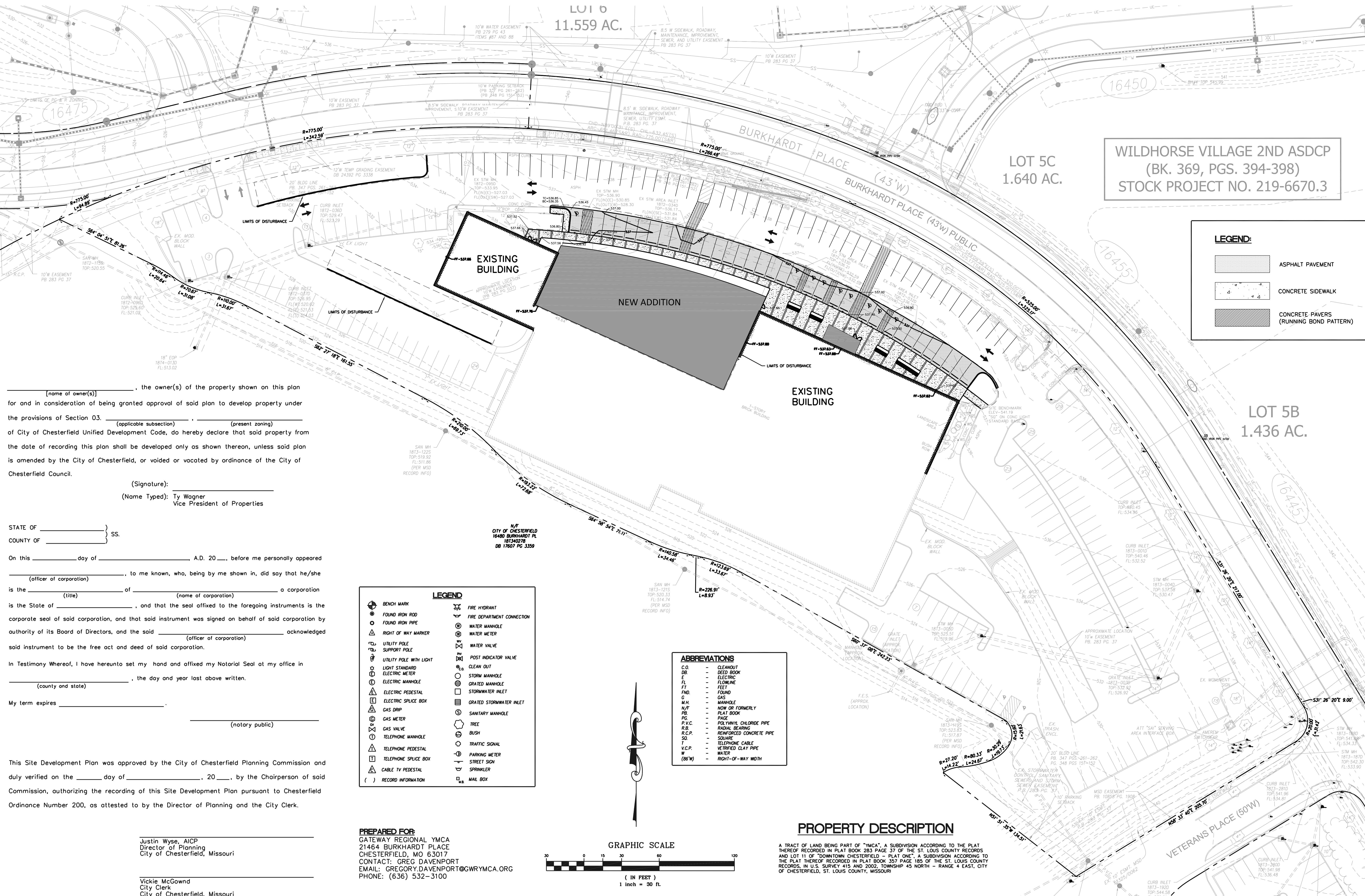
2C-000 CIVIL GENERAL INFORMATION  
2C-001 FOURTH AMENDED SITE DEVELOPMENT PLAN  
2C-002 DETAILS  
2L-100 TREE STAND DELINEATION  
2L-101 TREE STAND DELINEATION  
2L-200 TREE PRESERVATION PLAN  
2L-201 TREE PRESERVATION PLAN  
2L-300 LANDSCAPE PLAN  
2L-301 LANDSCAPE PLAN



WILDHORSE VILLAGE 2ND ASDCP  
(BK. 369, PGS. 394-398)  
STOCK PROJECT NO. 219-6670.3

## LEGEND:

- ASPHALT PAVEMENT
- CONCRETE SIDEWALK
- CONCRETE PAVERS (RUNNING BOND PATTERN)



I, the owner(s) of the property shown on this plan for and in consideration of being granted approval of said plan to develop property under the provisions of Section 03. (applicable subsection) (present zoning) of City of Chesterfield Unified Development Code, do hereby declare that said property from the date of recording this plan shall be developed only as shown thereon, unless said plan is amended by the City of Chesterfield, or voided or vacated by ordinance of the City of Chesterfield Council.

(Signature):  
(Name Typed): Ty Wagner  
Vice President of Properties

STATE OF \_\_\_\_\_ SS.  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, who, being by me shown in, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_ a corporation is the State of \_\_\_\_\_, and that the seal affixed to the foregoing instruments is the corporate seal of said corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and the said \_\_\_\_\_ 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 Notarial Seal at my office in \_\_\_\_\_, the day and year last above written.

My term expires \_\_\_\_\_.

(notary public)

This Site Development Plan was approved by the City of Chesterfield Planning Commission and duly verified on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the Chairperson of said Commission, authorizing the recording of this Site Development Plan pursuant to Chesterfield Ordinance Number 200, as attested to by the Director of Planning and the City Clerk.

Justin Wyse, AICP  
Director of Planning  
City of Chesterfield, Missouri

Vickie McGownd  
City Clerk  
City of Chesterfield, Missouri

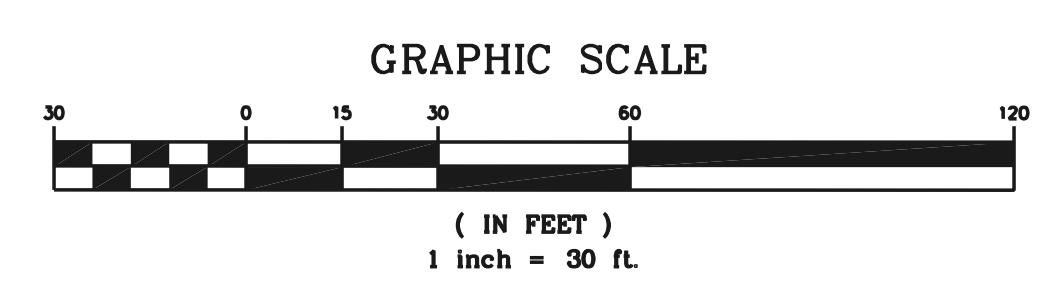
### LEGEND

	BENCH MARK		FIRE HYDRANT
	FOUND IRON ROD		FIRE DEPARTMENT CONNECTION
	FOUND IRON PIPE		WATER MANHOLE
	RIGHT OF WAY MARKER		WATER METER
	UTILITY POLE		WATER VALVE
	SUPPORT POLE		POST INDICATOR VALVE
	UTILITY POLE WITH LIGHT		CLEAN OUT
	LIGHT STANDARD		STORM MANHOLE
	ELECTRIC METER		GRADED MANHOLE
	ELECTRIC MANHOLE		STORMWATER INLET
	ELECTRIC PEDESTAL		GRADED STORMWATER INLET
	ELECTRIC SPLICE BOX		SANITARY MANHOLE
	GAS DRIP		TREE
	GAS METER		BUSH
	GAS VALVE		TRAFFIC SIGNAL
	TELEPHONE MANHOLE		PARKING METER
	TELEPHONE PEDESTAL		STREET SIGN
	TELEPHONE SPLICE BOX		SPRINKLER
	CABLE TV PEDESTAL		MAIL BOX
	RECORD INFORMATION		

### ABBREVIATIONS

C.O.	- CLEWOUT
D.B.	- DEED BOOK
E.	- ELECTRIC
F.	- FLOWLINE
FT.	- FEET
FND.	- FOUND
G.	- GAS
M.H.	- MANHOLE
N.O.F.	- NOW OR FORMERLY
P.B.	- PLAT BOOK
P.C.	- PAGE
P.V.C.	- POLYVINYL CHLORIDE PIPE
R.B.	- RADIAL BEARING
R.C.P.	- REINFORCED CONCRETE PIPE
S.	- SQUARE
S.F.	- SQUARE FEET
T.	- TELEPHONE CABLE
W.C.P.	- WETTED CLAY PIPE
W.	- WATER
(86'W)	- RIGHT-OF-WAY WIDTH

PREPARED FOR:  
GATEWAY REGIONAL YMCA  
21464 BURKHARDT PLACE  
CHESTERFIELD, MO 63017  
CONTACT: GREG DAVENPORT  
EMAIL: GREGORY.DAVENPORT@CWRYMCA.ORG  
PHONE: (636) 532-3100

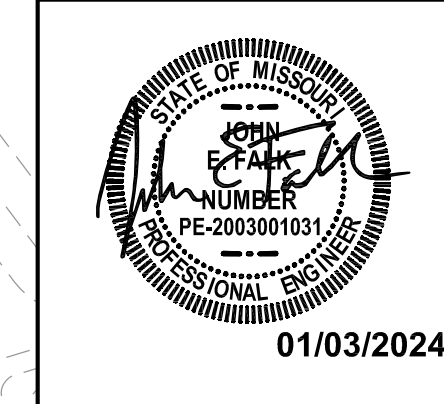


## PROPERTY DESCRIPTION

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

A PROJECT FOR: Enter Name  
YMCA Chesterfield Renovation and Expansion  
16464 BURKHARDT PL  
CHESTERFIELD, MO 63017

ASDP REVIEW SUBMISSION



ISSUE:	MARK:	DATE:	DESCRIPTION:
ISSUE DATE:		01/03/2024	
PROJECT NO.:		15-23004-00	
DRAWN BY:		ACZ	
CHECKED BY:		JEF	

ORIGINAL SHEET SIZE IS 30" X 42"  
SHEET TITLE:  
FOURTH  
AMENDED SITE  
DEVELOPMENT  
PLAN  
SHEET NO.  
2C-001



## **FINANCE AND ADMINISTRATION COMMITTEE**

Chair: Councilmember Michael Moore

Vice-Chair: Barbara McGuinness

**A. 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. **(Second Reading) Finance and Administration Committee recommends approval.**

**B. 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.

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: \_\_\_\_\_

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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.

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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

### **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.

## **PUBLIC HEALTH AND SAFETY COMMITTEE**

Chair: Councilmember Mary Ann Mastorakos

Vice Chair: Councilmember Michael Moore

### **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.

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

**A. Bid Recommendation - 2024 Citizen**

Authorize the City Administrator to contract with Minuteman Press for production of the 2024 Citizen Newsletters at an estimated cost of \$63,600.

- B. Liquor License – Satchmos Bar & Grill** – has requested a new liquor license for retail sale of all kinds intoxicating liquor, drinks 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**

**C. Bid Recommendation – CFAC Painting**

Recommendation for the City Administrator to accept a contract with CCIMW, LLC for their base bid (\$30,854) and alternate bids to paint the slide tower (\$8,946) and play feature (\$10,974). If approved, staff will create a purchase order for \$50,744 from account 119-086-5251. The \$744 budget overage can be absorbed in the 119-086-5251 budget. **(Roll Call Vote) Parks, Recreation, and Arts Committee Recommends Approval.**

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



Elliot Brown   
Assistant City Administrator



690 Chesterfield Pkwy W  
Chesterfield MO 63017

Phone 636-537-4705  
Fax 636-537-4798

ebrown@chesterfield.mo.us

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

**Date: March 5, 2024**

**RE: 2024 Chesterfield Citizen Purchase Order**

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The 2024 Budget includes \$63,600 in Account 001-036-5262 Public Relations for the cost of producing our quarterly newsletter, the *Chesterfield Citizen*. For many years, the *Citizen* has been printed and mailed by the same vendor, A Graphic Resource, which was recently purchased by Minuteman Press. While there are other companies in the St. Louis area that provide similar services, Staff recommends continuing our relationship with Minuteman Press through 2024 due to their extensive prior work for the City and the high-quality of their services. Staff intends to solicit additional quotes from alternative vendors for the 2025 budget for to ensure our expenditures are competitively justified.

Each newsletter is separately invoiced for printing and postage. Postage costs fluctuate each publication based on total number of copies mailed and current USPS rates. For 2024, based on historical rates, we estimated the postage cost for each newsletter to be \$5,250 for a total annual postage cost of \$21,000. One postage invoice in the amount of \$4,620.11 has already been paid this year for the Spring edition of the *Citizen* (Invoice 50096 dated 2/12/2024).

Quotes were sought from Minuteman Press in July 2023 for the 2024 newsletter and were received broken out into possible page counts:

16 Pages - \$6,708.00	40 Pages - \$13,419.00
24 Pages - \$9,333.00	48 Pages - \$14,848.00
32 Pages - \$10,764.00	

Using page counts from previous *Citizen* publications, the following printing cost estimates were made for 2024:

**Spring:** \$14,848      **Fall:** \$10,764      **Summer:** \$10,764      **Winter:** \$6,142

The total cost for the 2024 *Citizen* was estimated to be **\$63,600**.

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**Action Recommended**

Per the City's Special Procurement Procedures, this matter should be forwarded to Council for consideration. Should Council approve the Staff assessment above, it should authorize the City Administrator to contract with Minuteman Press for production of the 2024 *Citizen* newsletters at an estimated cost of \$63,600.

**Concurrence:**  \_\_\_\_\_  
Jeannette Kelly, Director of Finance



IS NOW



Minuteman Press

WE DESIGN, PRINT & PROMOTE...YOU!

8330 Watson Road  
Suite 110  
St. Louis, MO 63119

(PH) 314-729-1600  
800-500-4110  
Fax: 314-729-1616

A Graphic Resource

The name may have changed, but the Quality,  
Service and Product Capabilities are the same.

QUOTE CONFIRMATION

DATE: 7/27/23

QUOTE NO: 117M-J

SUBMITTED BY: Marv Schaefer

JOB NO:

FOR: City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, MO 63017  
636.537.4000

ATTN: Kyrsten Corbett

AGR is pleased to submit this quotation based on the following specifications:

<b>Terms:</b>	Net 30 / Upon Approved Credit	
<b>Description:</b>	City of Chesterfield Newsletter and Activity Guide – Budget Pricing for 2024	
<b>Quantity:</b>	24,400	
	24,100 – Mail Quantity	
<b>Pages:</b>	16, 24, 32, 40 or 48 pages, self-cover	
<b>Size:</b>	8.5" x 10.875"	
<b>Stock:</b>	70# gloss text Paper price will prevail at time of production.	
<b>Artwork:</b>	PDF files ready for direct download. Files should be furnished prepress ready for RIP to AGR specifications. Additional artwork at \$75.00 / hour	
<b>Proofs:</b>	Hard copy printout	
<b>Presswork:</b>	4 color process / 2 sides / with bleeds	
<b>Bindery:</b>	Trim, fold to 8.5" x 10.875", saddle stitch 10.875" way.	
<b>Lettershop:</b>	Process furnished list, append for walk sequence, inkjet address and drop at two Chesterfield Post Offices. Extras deliver to Chesterfield City Hall.	
<b>Price:</b>	16 pages - \$6,708.00	40 pages - \$13,419.00
	24 pages - \$9,333.00	48 pages - \$14,848.00
	32 pages - \$10,764.00	

By signing below Customer confirms that this Quote constitutes CUSTOMER'S OFFER to enter into an agreement with AGR to fill this order based upon the terms stated herein including those on the reverse side. **NO AGREEMENT WILL BE BINDING UPON THE PARTIES UNLESS AGR SIGNS BELOW EVIDENCING ITS ACCEPTANCE. AGR'S ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS HEREIN.**

OFFER BY CUSTOMER:

ACCEPTANCE BY AGR:

By: \_\_\_\_\_  
Authorized Representative and Title

By: \_\_\_\_\_  
Authorized Representative and Title

Date of Offer: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

# CHESTERFIELD CITIZEN BUDGET

	Page Count	FULL AMOUNT	Book Production Cost	Postage Cost	Print Quantity	Mailing Quantity
<b>SPRING 2022</b>	40	\$ 12,848.48	\$ 8,422.00	\$ 4,426.48	23,880	23,479
*Citizen & Guide						
<b>SUMMER 2022</b>	24	\$ 10,974.07	\$ 6,549.00	\$ 4,425.07	23,700	23,441
*Citizen & Guide						
<b>FALL 2022</b>	32	\$ 12,684.69	\$ 7,870.00	\$ 4,814.69	24,125	23,924
*Citizen & Guide						
<b>WINTER 2022</b>	16	\$ 10,392.34	\$ 5,576.00	\$ 4,816.34	24,150	23,926
*Citizen						
<b>ANNUAL 2022</b>		\$ 46,899.58				
<b>SPRING 2023</b>	48	\$ 20,293.34	\$ 14,560.00	\$ 5,733.34	24,157	23,880
*Citizen & Guide <i>*moved to 70# Gloss Paper</i>						
<b>SUMMER 2023</b>	32	\$ 14,871.55	\$ 9,904.00	\$ 4,967.55	24,130	23,905
*Citizen & Guide						
<b>FALL 2023</b>	32	\$ 15,637.35	\$ 10,412.00	\$ 5,225.35	24,300	24,078
*Citizen & Guide						
<b>WINTER 2023 (est)</b>	16	\$ 11,367.35	\$ 6,142.00	\$ 5,225.35	24,300	24,078
*Citizen						
<b>ANNUAL 2023 (est)</b>		\$ 62,169.59				
<b>SPRING 2024 (est)</b>	48	\$ 20,073.35	\$ 14,848.00	\$ 5,225.35	24,400	24,400
*Citizen & Guide						
<b>SUMMER 2024 (est)</b>	32	\$ 15,989.35	\$ 10,764.00	\$ 5,225.35	24,400	24,400
*Citizen & Guide						
<b>FALL 2024 (est)</b>	32	\$ 15,989.35	\$ 10,764.00	\$ 5,225.35	24,400	24,400
*Citizen & Guide						
<b>WINTER 2024 (est)</b>	16	\$ 11,367.35	\$ 6,142.00	\$ 5,225.35	24,400	24,400
*Citizen						
<b>ANNUAL 2024 (est)</b>		\$ 63,419.40				





## MEMORANDUM

**DATE:** March 8, 2024

**TO:** Mike Geisel  
City Administrator

**FROM:** Denise Pozniak, Business Assistance Coordinator

**SUBJECT:** **LIQUOR LICENSE REQUEST – MIDCOAST VENTURES LLC dba SATCHMO’S BAR & GRILL**

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**SATCHMO’S BAR & GRILL...** has requested a new liquor license for retail sale of all kinds intoxicating, drinks to be consumed on premise, and Sunday sales.

Business description: New ownership of existing restaurant & bar

There are no known outstanding municipal violations at this location:  
13375 Olive Blvd

Jeffrey Moenkhaus 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 18, 2024 city council meeting, I will immediately issue this license.





## Memorandum

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To: Mike Geisel, City Administrator  
Jeannette Kelly, Director of Finance

From: TW Dieckmann, Director of Parks, Recreation and Arts *TW Dieckmann*

Date: March 8, 2024

Subject: CFAC painting

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FY24 budget included \$50,000 for painting at Chesterfield Family Aquatic Center (CFAC). Painting is an ongoing maintenance task at this facility. We solicited a base bid to paint the lazy river in accordance with City procedures. We also asked for five alternate bids. We are interested in two alternate bids: the competition pool slide tower and the play feature in the leisure pool. Bids were due March 6, 2024. Two contractors submitted bids. They are summarized below. A bid tabulation sheet and both bids as submitted are attached as supporting documentation.

	<u>BASE BID</u>	<u>ALTERNATE BIDS: SLIDE TOWER and PLAY FEATURE</u>	
CCIMW, LLC	\$30,854	\$ 8,946	\$10,974
Bazan	\$77,200	\$ 7,200	\$18,500

### Action Recommended

Purchasing policy states purchases over \$25,000 require City Council approval. I recommend contracting with CCIMW, LLC, and ask City Council to authorize the City Administrator to accept their base bid (\$30,854) and alternate bids to paint the slide tower (\$8,946) and play feature (\$10,974). If approved, staff will create a purchase order for \$50,744 from account 119-086-5251. The additional \$744 can be absorbed in the 119-086-5251 budget. Please let me know if you have questions or need additional information.

Concurrence: \_\_\_\_\_  
Mike Geisel, City Administrator

Concurrence: \_\_\_\_\_  
Jeannette Kelly, Director of Finance



## BID TABULATION

### Chesterfield Aquatic Center Painting Project

March 6, 2024

ITEM #	DESCRIPTION	CCIMW, LLC	Bazan Painting, Inc.
		UNIT PRICE	UNIT PRICE
1	Surface Prep of Lazy River Pool	\$14,884.00	\$32,400.00
2	Crack & Void Repair Lazy River Pool	\$3,296.00	\$10,500.00
3	Lazy River Pool Painting using Tnemic Series 161-ENO1 (Cumulus)	\$12,674.00	\$29,700.00
4	Management & Mobilization, etc.	\$0.00	\$4,600.00
	<b>BASE BID</b>	<b>\$30,854.00</b>	<b>\$77,200.00</b>



**EXHIBIT A**

**BID FORM**

BID TIME: 9:00 A.M.

BID DATE: Wednesday, March 6, 2024

TO: THE CITY OF CHESTERFIELD

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

Chesterfield Aquatic Center Painting Project  
2024

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 furnishing labor, equipment, materials, and service to paint multiple areas within the Aquatic Center in accordance with these contract documents.

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

**Bid submitted by:**

Company Name: CCIMW

Address: 1810 Scherer Parkway

City, State St. Charles MO 63303

Phone number: 314-623-9007 Fax: \_\_\_\_\_

E-mail address: Joe@ccistl.com

Type of Firm: Sole Partnership \_\_\_\_\_ Partnership \_\_\_\_\_  
Corporation  Other \_\_\_\_\_

Officer Joe Rickelmann

Title COO

Signature [Handwritten Signature]

Date 2/28/24

ITEMIZED BID FORM

Item	Description	Unit Price
1	Surface Preparation of Lazy River Pool	\$ 14,884
2	Crack and Void Repair Lazy River Pool	\$ 3,296
3	Lazy River Pool Painting using Tnemec Series 161-ENO1 (Cumulus)	\$ 12,674
4	Management and Mobilization, etc.	

Lazy River Pool Total Base Bid \$ 30,854

ADD ALTERNATES

Item	Description	Unit Price
1	Leisure Pool Slide Tower Preparation, Repair and Painting <i>Railings</i> According to Bid Specifications. Management and Mobilization, etc.	\$ 3,298
2	Competition Pool Slide Tower Preparation, Repair and Painting <i>Railings</i> According to Bid Specifications. Management and Mobilization, etc.	\$ 8,946
3	Second Coat on Lazy River Pool	\$ 11,274
4	Play Feature in Leisure Pool (entire feature) Preparation, Repair and Painting According to Bid Specifications. Management and Mobilization, etc.	\$ 10,974 <del>\$ 5,998</del>
5	Pool Building Trellis painting Preparation, Repair and Painting According to Bid Specifications. Management and Mobilization, etc.	\$ 5,998

**EXHIBIT B**

**LIST OF RESOURCES AND REFERENCES**

Proposed On-Site Superintendent

TBD

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

Type	Make and Model	Age	Quantity	Owned/ Rented
Compressor		2 yrs	1	Owned
Blast Pot		2 yrs	1	owned

Attach references for similar work in the last 2 years.

**EXHIBIT C**

**LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS**

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

Tnemec - paint

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

Tnemec - paint

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

**EXHIBIT D**

**CERTIFICATION OF NON-SEGREGATION**

By submission of this bid I certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any locations, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. I further agree that I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files, and that I will forward this notice to such proposed Contractors.


SIGNED:   
Contractor: CCIMW  
By: Joe Rickelmann  
Date: 2/29/24

EXHIBIT E

ANTI-COLLUSION AFFIDAVIT

STATE OF Missouri

COUNTY OF St. Charles

Joe Rickelman, being first duly sworn, deposes and says that

he is COO (sole owner, partner, president, secretary, etc.)

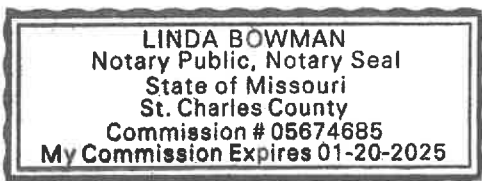
of CCIMW, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED: [Signature]

Title: COO

Subscribed and sworn to before me this 28th day of February, 20 24

Seal of Notary



Notary Public [Signature]

**EXHIBIT F**

In completing this form, the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole owner, a partner, secretary, etc." should be struck out.

STATE OF MISSOURI MO )  
 ) **ss**  
COUNTY OF St. Charles )

**AFFIDAVIT**

**(as required by Section 285.530, Revised Statutes of Missouri)**

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:**

Any person performing work or services of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:**

Any of the electronic verification of work authorized programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:**

A person acts knowingly or with some knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:**

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared

Joe Rickelmann,

who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Joe Rickelmann and I am currently the COO President of

CCIMW (hereinafter

"Contractor", whose

business address is 1810 Scherer Parkway St. Charles Mo 63303, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Chesterfield.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

Signature [Handwritten Signature]

Printed Name (Affiant) Joe Rickelmann

Subscribed and sworn to before me on this 28th day of February, 2024.

[Handwritten Signature]

Notary Public  
State of Missouri

My Commission Expires: 01/20/2025  
Commissioned in St Charles County  
Commission # 05674685





## POOL REFERENCES

Kim Hedgpeth – City of Kirkwood 314-822-5857 [hedgpek@kirkwoodmo.org](mailto:hedgpek@kirkwoodmo.org)

Sandblasted, patched, painted, and striped pools. Prepped primed and painted play structure. Grind, prime and paint concession stand floor. prepared and stained lazy river tunnel

Project Cost \$61,196

Project Date 4/15/2022

Lisa Blummer – City of Ellisville 636-227-7508 [lblumer@ellisville.mo.us](mailto:lblumer@ellisville.mo.us)

Sandblasted, patched, painted, and striped pools

Project Cost \$40,732

Project Date 4/15/2022

Steve Jarvis - City of Chesterfield 314-660-9817 [sjarvis@chesterfield.mo.us](mailto:sjarvis@chesterfield.mo.us)

Sandblasted, patched, painted, and striped pools

Project Cost \$45,852

Project Date 4/15/2022

Therese Parker – St Louis County 314-615-7069 [mparker@stloiscountymo.gov](mailto:mparker@stloiscountymo.gov)

Sandblasted, patched, painted, and striped pools

Project Cost \$65,152

Project Date 4/15/2022



# Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**  
*(Name, legal status and address)*  
CCIMW, LLC  
1810 Scherer Parkway  
Saint Charles, MO 63303

**SURETY:**  
*(Name, legal status and principal place of business)*  
NGM Insurance Company  
55 West Street  
Keene, NH 03431

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**OWNER:**  
*(Name, legal status and address)*  
City of Chesterfield  
690 Chesterfield Pkwy  
Chesterfield, MO 63017

**Mail Notices To:**  
The Main Street America Group  
Attn: Bond Claims Department  
PO Box 2056  
Keene, NH 03431

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

**BOND AMOUNT: Five Percent (5%) of the Amount Bid**

**PROJECT: Chesterfield Aquatic Pool Painting**

*(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of March, 2024

  
\_\_\_\_\_  
*(Witness)*

CCIMW, LLC  
*(Principal)*  
  
\_\_\_\_\_  
*(Title)* COO

  
\_\_\_\_\_  
*(Witness)* Shandi Lynn Swederska, Witness

NGM Insurance Company  
*(Surety)*  
  
\_\_\_\_\_  
*(Title)* Andrew P. Thome, Attorney-in-Fact



State of Missouri  
County of St. Louis

On 3/6/2024, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

**NGM Insurance Company**

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Shandi Lynn Swederska

**Shandi Lynn Swederska, Notary Public**

**SHANDI LYNN SWEDERSKA**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Louis County  
My Commission Expires: Sep. 13, 2027  
Commission # 23080556

My Commission Expires: \_\_\_\_\_



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint Amanda L. Williams, Andrea McCarthy, Andrew P. Thome, Ashley Miller, Dana A. Johnessee, Donna Robson, Michael D. Wiedemeier, Christina A. Culotta, Blake A. Messer -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Five Million Dollars (\$5,000,000)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY By:

[Signature of Lauren K. Powell]

Lauren K. Powell
Assistant Secretary



State of Wisconsin,
County of Dane.

On this 24th day of August, 2023, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 24th day of August, 2023.

[Signature of Andrew Rose]



I, Andrew Rose, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this 6th day of March, 2024.

[Signature of Andrew Rose]

Andrew Rose, Vice President

**EXHIBIT A**

**BID FORM**

BID TIME: 9:00 A.M.

BID DATE: Wednesday, March 6, 2024

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda n/a through \_\_\_\_\_, for the

Chesterfield Aquatic Center Painting Project  
2024

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 furnishing labor, equipment, materials, and service to paint multiple areas within the Aquatic Center in accordance with these contract documents.

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

**Bid submitted by:**

Company Name: Perales White, LLC (DBA Bazan Painting)

Address: 1273 N. Price Rd

City, State St. Louis, MO 63132

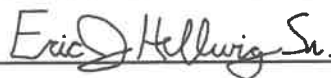
Phone number: 314-991-3500 Fax: 314-991-5108

E-mail address: ehellwig@bazanpainting.com

Type of Firm: Sole Partnership \_\_\_\_\_ Partnership  \_\_\_\_\_  
Corporation \_\_\_\_\_ Other \_\_\_\_\_

Officer Eric Hellwig

Title Estimator/Project Manager

Signature 

Date 3/5/2024

**ITEMIZED BID FORM**

<b>Item</b>	<b>Description</b>	<b>Unit Price</b>
<b>1</b>	<b>Surface Preparation of Lazy River Pool</b>	<b>\$32,400.00</b>
<b>2</b>	<b>Crack and Void Repair Lazy River Pool</b>	<b>\$10,500.00</b>
<b>3</b>	<b>Lazy River Pool Painting using Tnemec Series 161-ENO1 (Cumulus)</b>	<b>\$29,700.00</b>
<b>4</b>	<b>Management and Mobilization, etc.</b>	<b>\$4,600.00</b>

**Lazy River Pool Total Base Bid** \$77,200.00

**ADD ALTERNATES**

<b>Item</b>	<b>Description</b>	<b>Unit Price</b>
<b>1</b>	<b>Leisure Pool Slide Tower Preparation, Repair and Painting According to Bid Specifications. Management and Mobilization, etc.</b>	<b>\$6,300.00</b>
<b>2</b>	<b>Competition Pool Slide Tower Preparation, Repair and Painting According to Bid Specifications. Management and Mobilization, etc.</b>	<b>\$7,200.00</b>
<b>3</b>	<b>Second Coat on Lazy River Pool</b>	<b>\$20,200.00</b>
<b>4</b>	<b>Play Feature in Leisure Pool (entire feature) Preparation, Repair and Painting According to Bid Specifications. Management and Mobilization, etc.</b>	<b>\$18,500.00</b>
<b>5</b>	<b>Pool Building Trellis painting Preparation, Repair and Painting According to Bid Specifications. Management and Mobilization, etc.</b>	<b>\$3,000.00</b>

We have only included painting of handrails/guardrails for alternate items 1 & 2

We exclude painting of the bird, bucket and woodgrain piping for alternate item 4

**EXHIBIT B**

**LIST OF RESOURCES AND REFERENCES**

Proposed On-Site Superintendent

Matt Kiefer

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

Type	Make and Model	Age	Quantity	Owned/ Rented
Air Compressor	750CFM		1	Rented
8 Ton Blast Pot	Schmidt	20 yrs		owned

Attach references for similar work in the last 2 years.

Eileen Ramirez  
 City of Crestwood  
 314-729-4861

Kyle Henke  
 City of Kirkwood  
 314-822-5856

**EXHIBIT C**

**LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS**

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

- \_\_\_\_\_
- Tnemec for paint coatings for pools
- \_\_\_\_\_
- Sherwin Williams for coatings for handrails, play structure and trellis
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

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

- n/a
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
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- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

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



**EXHIBIT D**

**CERTIFICATION OF NON-SEGREGATION**

By submission of this bid I certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any locations, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. I further agree that I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files, and that I will forward this notice to such proposed Contractors.

SIGNED:

Contractor: Perales White LLC (DBA Bazan Painting)

By: 

Date: 3/5/2024

EXHIBIT E

ANTI-COLLUSION AFFIDAVIT

STATE OF Missouri

COUNTY OF St. Louis

Eric Hellwig, being first duly sworn, deposes and says that

he is estimator/project manager (sole owner, partner, president, secretary, etc.)

of Perales White LLC, DBA Bazan Painting, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED: Eric Hellwig Sr.

Title: Estimator/Project Manager

Subscribed and sworn to before me this 5 day of March, 2024

Seal of Notary



JODI REYNOLDS  
My Commission Expires  
June 11, 2024  
Jefferson County  
Commission #12575594

Notary Public

Jodi Reynolds

**EXHIBIT F**

In completing this form, the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole owner, a partner, secretary, etc." should be struck out.

STATE OF MISSOURI )  
 ) ss  
COUNTY OF St. Louis )

**AFFIDAVIT**

**(as required by Section 285.530, Revised Statutes of Missouri)**

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:**

Any person performing work or services of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:**

Any of the electronic verification of work authorized programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:**

A person acts knowingly or with some knowledge,

- (a) with respect to the person’s conduct or to attendant circumstances when the person is aware of the nature of the person’s conduct or that those circumstances exist; or
- (b) with respect to a result of the person’s conduct when the person is aware that the person’s conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:**

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared

Eric Hellwig,

who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Val Perales and I am currently the  
President of

Perales White, LLC (DBA Bazan Painting) (hereinafter

“Contractor”, whose

business address is 1273 N. Price Rd, St. Louis MO 63132, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Chesterfield.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

Signature

Val Perales

Printed Name (Affiant) Val Perales

Subscribed and sworn to before me on this 5 day of March, 2024.

Jodi Reynolds

Notary Public  
State of Missouri

My Commission Expires: June 11, 2024  
Commissioned in Jefferson County  
Commission # 12575594



JODI REYNOLDS  
My Commission Expires  
June 11, 2024  
Jefferson County  
Commission #12575594



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

*(Name, legal status and address)*  
Bazan Painting Co.  
1273 North Price Road  
St. Louis, MO 63132

### SURETY:

*(Name, legal status and principal place of business)*  
The Ohio Casualty Insurance Company  
62 Maple Avenue  
Keene, NH 03431

### Mailing Address for Notices

The Ohio Casualty Insurance Company  
Attention: Surety Claims Department  
1001 4th Avenue, Suite 1700  
Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

*(Name, legal status and address)*  
City of Chesterfield  
690 Chesterfield Pkwy W  
Chesterfield, MO 63017

**BOND AMOUNT:** \$5% of Bid Amount (Five percent of amount bid.)

### PROJECT:

*(Name, location or address, and Project number, if any)*  
Chesterfield Aquatic Center Painting Project 2024

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of March 2024

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*(Witness)* Philip DeKeuster

Bazan Painting Co.  
*(Principal)*   
\_\_\_\_\_  
*(Seal)*  
*(Title)* Valentin Perales, President

The Ohio Casualty Insurance Company  
*(Surety)*   
\_\_\_\_\_  
*(Seal)*  
*(Title)* Melissa R. Long - Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8209171- 973720

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Donald Anthon, Jr., John Wilson, Melissa R. Long, Phillip DeKeuster, Stephen E. Ricci, Vicki Haus

all of the city of Saint Louis state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of December, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 21st day of December, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of March, 2024.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

## **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.