



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, November 21, 2016
5:30 PM**

- 1. Presentation: Proposed FY2016 Budget**
- 2. Planning and Public Works Committee – Chairperson Dan Hurt, Ward III**
 - A. Bill No. 3110 – PZ 04-2016 US Ice Sports Complex & Valley Gates (Topgolf USA Chesterfield LLC) (Second Reading)**
 - B. Bill No. 3117 – Schoettler Road Bridge – Water Main Relocation – Contract for Water Facility Relocation (Second Reading)**
 - C. Bill No. 3118 – Schoettler Road Bridge – Water Main Relocation – Utility Attachment Agreement (Second Reading)**
 - D. P.Z 02-2015 Falling Leaves Estates II Time Extension Request (Voice Vote)**
 - E. Bill No. 3123 – Unified Development Code: Updates to Article 2 (First Reading)**
 - F. Council of Local Governments (CLG) Status for the City (Voice Vote)**
 - G. Emerald Ash Borer Preparedness Plan – 2017 Funding Authorization (Roll Call Vote)**
 - H. Snow Removal Recoupment Program for Private Streets – 2017 Funding Authorization (Roll Call Vote)**
 - I. City Limit Signs on MODOT Right of Way (Voice Vote)**
 - J. Bill No. 3124 – Kraus Farm Office Center – Easement Dedication (First Reading)**
 - K. Next Meeting- December 8, 2016 (5:30pm)**

3. **Finance and Administration Committee** – Chairperson Bruce DeGroot, Ward IV
 - A. **Bill No. 3122** – Broadmoor NID (**Second Reading**)
 - B. **Next Meeting** – November 28, 2016 Committee of the Whole (5:30pm)
4. **Parks, Recreation and Arts Committee** – Chairperson Barbara McGuinness, Ward I
5. **Public Health and Safety Committee** – Chairperson Bridget Nations, Ward II
 - A. **Bill No. 3125** - Restricting Compression Release Breaking Systems (**First Reading**)
6. **Report from the City Administrator** – Mike Geisel
7. **Adjourn** –

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 within employee groups (RSMo 610.021(3) 1994; bidding specification (RSMo 610.021(11) 1994; and/or proprietary technological materials (RSMo 610.021(15) 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)).



AGENDA
CHESTERFIELD CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, November 21, 2016
7:00PM

- 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 Hass

- V. APPROVAL OF MINUTES** – Mayor Bob Nation
 - A. Roberts Rules of Order Training Minutes** – November 3, 2016
 - B. City Council Meeting Minutes** – November 7, 2016
 - C. Executive Session Minutes** – November 7, 2016

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

VII. INTRODUCTORY REMARKS - Mayor Bob Nation

- A. **Monday, November 28, 2016** – Planning Commission (7pm)
- B. **Monday, November 28, 2016** – Finance and Administration Committee of the Whole (5:30pm)
- C. **Monday, December 5 , 2016** – Next City Council meeting (7pm)
- D. **Thursday, December 8, 2016** – Planning and Public Works (5:30pm)

VIII. APPOINTMENTS – Mayor Bob Nation

IX. COUNCIL COMMITTEE REPORTS

- A. **Planning and Public Works Committee** – Chairperson Dan Hurt, Ward III
 - 1. **Bill No. 3110** – PZ 04-2016 US Ice Sports Complex & Valley Gates (Topgolf USA Chesterfield LLC) **(Second Reading)**
 - 2. **Bill No. 3117** – Schoettler Road Bridge – Water Main Relocation – Contract for Water Facility Relocation **(Second Reading)**
 - 3. **Bill No. 3118** – Schoettler Road Bridge – Water Main Relocation – Utility Attachment Agreement **(Second Reading)**
 - 4. **P.Z 02-2015 Falling Leaves Estates II Time Extension Request (Voice Vote)**
 - 5. **Bill No. 3123** – Unified Development Code: Updates to Article 2 **(First Reading)**
 - 6. **Council of Local Governments (CLG) Status for the City (Voice Vote)**
 - 7. **Emerald Ash Borer Preparedness Plan** – 2017 Funding Authorization **(Roll Call Vote)**
 - 8. **Snow Removal Recoupment Program for Private Streets** – 2017 Funding Authorization **(Roll Call Vote)**
 - 9. **City Limit Signs on MODOT Right of Way (Voice Vote)**

10. Bill No. 3124 – Kraus Farm Office Center – Easement Dedication (**First Reading**)

11. Next Meeting – December 8, 2016 (5:30pm)

B. Finance and Administration Committee – Chairperson Bruce DeGroot, Ward IV

1. Bill No.3122 Broadmoor NID (**Second Reading**)

2. Next Meeting – November 28, 2016 (Committee of the Whole) (5:30pm)

C. Parks, Recreation and Arts Committee – Chairperson Barbara McGuinness, Ward I

D. Public Health and Safety Committee – Chairperson Bridget Nations, Ward II

1. Bill No.3125 – Restricting Compression Release Breaking Systems (**First Reading**)

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

XI. UNFINISHED BUSINESS – Mayor Bob Nation

XII. NEW BUSINESS – Mayor Bob Nation

XIII. LEGISLATION

A. BILL NO. 3117 - AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT FOR WATER FACILITY RELOCATION WITH THE MISSOURI AMERICAN WATER COMPANY REGARDING UTILITY RELOCATION FOR THE RECONSTRUCTION OF THE SCHOETTLER ROAD BRIDGE OVER CREVE COEUR CREEK (**SECOND READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL**)

- B. BILL NO. 3118** - AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A UTILITY ATTACHMENT AGREEMENT WITH THE MISSOURI AMERICAN WATER COMPANY REGARDING UTILITY RELOCATION FOR THE RECONSTRUCTION OF THE SCHOETTLER ROAD BRIDGE OVER CREVE COEUR CREEK **(SECOND READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**
- C. BILL NO. 3122** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI DECLARING CERTAIN IMPROVEMENTS OF THE BROADMOOR CONDOMINIUMS NEIGHBORHOOD IMPROVEMENT DISTRICT COMPLETE. AUTHORIZING THE LEVY OF SPECIAL ASSESSMENTS UPON BENEFITTED PROPERTY IN SAID DISTRICT, PROVIDING FOR THE TERMS AND CONDITIONS OF SAID SPECIAL ASSESSMENT AND OTHER ACTIONS IN CONNECTION THEREWITH. **(SECOND READING; CITY ADMINISTRATION RECOMMENDS APPROVAL)**
- D. BILL NO.3123** – AN ORDINANCE AMENDING ARTICLE 2 SECTION 02-12 OF THE UNIFIED DEVELOPMENT CODE (ARTICLE 2-12 INSTALLATION OR GUARANTEE OF REQUIRED IMPROVEMENTS)**(FIRST READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**
- E. BILL NO.3124** – AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE EASEMENTS FOR VARIOUS UTILITES IN CONJUNCTION WITH THE DEVELOPMENT OF AN OFFICE BUILDING AT 14730 CONWAY ROAD. **(FIRST READING; PLANNING AND DEVELOPMENT SERVICES RECOMMENDS APPROVAL)**
- F. BILL NO.3125** – AN ORDINANCE RESTRICTING COMPRESSION RELEASE BRAKING SYSTEMS **(FIRST READING; PUBLIC HEALTH & SAFETY RECOMMENDS APPROVAL)**

XIV. LEGISLATION – PLANNING COMMISSION

- A. **BILL NO. 3110 – AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF TWO EXISTING “PC” PLANNED COMMERCIAL DISTRICTS TO A NEW “PC” PLANNED COMMERCIAL DISTRICT FOR A 22.22 ACRE TRACT OF LAND LOCATED NORTH OF NORTH OUTER 40 ROAD AND EAST OF BOONE’S CROSSING (P.Z 04-2016 US ICE SPORTS COMPLEX & VALLEY GATES [TOPGOLF USA CHESTERFIELD LLC.] – 17T510041, 17T520062, 17T520095, 17T520084) (SECOND READING; PLANNING COMMISSION RECOMMENDS APPROVAL)**

XV. 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.

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AGENDA REVIEW – Monday, 11/21/2016 – 5:30 PM

An AGENDA REVIEW meeting has been scheduled to start at **5:30 pm, on Monday November 21, 2016**. Please remember that Staff will be presenting the proposed budget, as has been reviewed over the course of the last few months with multiple Finance and Administration Committee meetings of the Whole.

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

MINUTES
CITY COUNCIL and PLANNING COMMISSION
ROBERTS RULES OF ORDER TRAINING
NOVEMBER 3, 2016

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

Attendance:

Mayor Bob Nation	Planning Commission Chair Stanley Proctor
Councilmember Barry Flachsbart (arrived at 5:55 p.m.)	Planning Commissioner Laura Lueking
Councilmember Barb McGuinness	Planning Commissioner Merrell Hansen
Councilmember Guy Tilman	Planning Commissioner Wendy Geckeler
Councilmember Dan Hurt	Planning Commissioner John Marino
Councilmember Randy Logan	Planning Commissioner Debbie Midgley
Councilmember Tom DeCampi	Planning Commissioner Steve Wuennenberg
Councilmember Bruce DeGroot	Planning Commissioner Nathan Roach
	Planning Commissioner Allison Harris

Also in attendance were: Interim City Attorney Chris Graville; City Administrator Mike Geisel; Assistant City Administrator Libbey Tucker; Finance Director Craig White; Planning & Development Services Director Aimee Nassif; Parks, Recreation & Arts Director Tom McCarthy; Business Analyst James Mello and City Clerk Vickie Hass.

Mr. Larry Martin, Professional Registered Parliamentarian, led a training session based on Robert's Rules of Order Newly Revised, 11th Edition (2010).

Mr. Martin spoke on topics including order of business, motions, debate, amendments, and voting. A "simulated" meeting was held to provide opportunity for practicing basic motions, amendments, etc. This session was interactive and included a good deal of question and answer time.

The meeting adjourned at 8:38 p.m.

Mayor Bob Nation

Date

ATTEST:

Vickie Hass, City Clerk



RECORD OF PROCEEDING

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

NOVEMBER 7, 2016

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

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

A roll call was taken with the following results:

PRESENT

ABSENT

Mayor Bob Nation
Councilmember Barry Flachsbart
Councilmember Barbara McGuinness
Councilmember Bridget Nations
Councilmember Guy Tilman
Councilmember Dan Hurt
Councilmember Randy Logan
Councilmember Tom DeCampi
Councilmember Bruce DeGroot

APPROVAL OF MINUTES

The minutes of the October 19, 2016 City Council meeting were submitted for approval. Councilmember Tilman made a motion, seconded by Councilmember Logan, to approve the City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the October 19, 2016 Executive Session were submitted for approval. Councilmember Tilman made a motion, seconded by Councilmember Nations, to approve the Executive Session minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

COMMUNICATIONS AND PETITIONS

Mayor Nation addressed those in attendance by summarizing issues related to Baxter Road. He explained that Baxter Road is a County maintained road and as part of their road rehabilitation project they have decided to eliminate two existing traffic lanes and replace them with dedicated bicycle lanes. He informed everyone that while Baxter Road is located within Chesterfield, St. Louis County is responsible for the maintenance of this road, and he gave a brief summary of the project. The City is scheduled to vote on a Resolution expressing its request for St. Louis County to reconsider their decision and to maintain the existing traffic lanes. Chesterfield is supportive of providing opportunities for bicyclists by providing shared lanes, but is opposed to eliminating traffic lanes. City Administrator Mike Geisel added that the original concept of this project was for the two outer lanes to be shared between motorists and bicyclists.

Mayor Nation recognized St. Louis County, District 7 Council Member Mark Harder and Executive Assistant Chris Howard. Mr. Harder briefly explained his role in this project and expressed his dis-satisfaction with the progress and handling of the project. In response to questions from the audience as to what they can do to be heard, Mr. Harder recommended they attend the next St. Louis County Council meeting and express their thoughts. They may also send letters, make phone calls, etc. The City Council directed City Administrator Mike Geisel to place the St. Louis County meeting information and contact information to the City's website.

The following individuals spoke in opposition to St. Louis County's proposed re-striping of Baxter Road, and encouraged Council to approve Resolution No. 427 (Baxter Road Striping):

Ms. Marianne Scheerer, 2107 Heather Glen
Mr. Rob Kilo, 16734 Benton Taylor Road, representing the Estates at Baxter Pointe
Ms. Jil Warmann, 317 Cheval Square Drive
Ms. Wendy Geckeler (Planning Commissioner), 26 Chesterfield Lakes Road
Ms. Deb Graf, 16913 Crystal Springs Drive, representing Chesterfield Farms
Mr. John Belfi, 695 Stonebrook Court, representing Stonebrook Village
Mr. David Emshoff, 1203 Somerset Field
Mr. Phil Folsom, 1747 Baxter Forest Valley Court
Mr. Bill Fetter, 759 Stonebluff Court
Ms. Debra Shearer, 193 Brighthurst Drive

Ms. Connie Fults, 129 Brighthurst Drive
Ms. Jeanne Tevlin, 16705 Chesterfield Farms Drive
Mr. Pete Zassenhaus, 16625 Chesterfield Manor

Mr. Ralph Pfremmer (Executive Director and CEO of Trailnet), 15026 Baxter Village Drive, spoke in support of the Baxter Road striping project, but was agreeable to a shared bicycle lane.

Ms. Patty Szymkowicz (Trailnet Volunteer), 373 Brunhaven Court, spoke in support of the Baxter Road striping project.

Mr. Gary Hansen, 1515 Countryside Hill, spoke about the removal of political signs in right-of-way along Wilson Road.

Mayor Nation announced that Mr. Marty Newman, 14960 Broadmont Drive, was in attendance and needed to leave, but wanted to express his appreciation for the completion (under budget) of the Broadmoor Neighborhood Improvement District (NID).

Councilmember McGuinness made a motion, seconded by Councilmember DeGroot, to suspend the rules and allow consideration of Resolution No. 427 (Baxter Road Striping). A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Mayor Nation mentioned that, due to time constraints, this did not come through the Planning/Public Works Committee.

Councilmember DeGroot made a motion, seconded by Councilmember Flachsbart, to approve Resolution No. 427 (Baxter Road Striping). A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

[Mayor Nation announced a recess and City Council re-convened at 8:54 p.m.]

INTRODUCTORY REMARKS

Mayor Nation announced that the next meeting of City Council has been scheduled for Monday, November 21, at 7 p.m.

Mayor Nation announced that Interim City Attorney Chris Graville had compiled some information pertaining to the Doorack lease/purchase option that had not previously been accessible, and that Council had voted in Executive Session to release all such information. He noted that the material will be provided to City Clerk Vickie Hass in approximately one week, and will be made available to the public at that time.

APPOINTMENTS

There were no appointments.

COUNCIL COMMITTEE REPORTS

Planning/Public Works Committee

Councilmember Dan Hurt, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember McGuinness, to hold Bill No. 3110 (P.Z. 04-2016 US Ice Sports Complex & Valley Gates [Topgolf USA Chesterfield LLC]) until the November 21 City Council meeting, at the request of the petitioner. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, to approve the proposed revisions to Public Works Policy Nos. 6-15. Policy Nos. 6, 7, 9, 11 and 15 (Trustee Notification, Tree Limbs, Snow Plowing, Winter Paving, Sewer Openings) to be revised as noted; Policy Nos. 8, 10, 12 and 13 (City Flag, Tree Trimming, Clothing, Concentrated Discharges in Right-of-Way) to be eliminated; and Policy No. 14 (Driveway Access Adjacent to Property Lines) to remain unchanged. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Hurt reported that Bill No. 3117 (Schoettler Road Bridge – Water Main Relocation – Contract for Water Facility Relocation) will be read for the first time under the “Legislation” portion of the agenda.

Councilmember Hurt reported that Bill No. 3118 (Schoettler Road Bridge – Water Main Relocation – Utility Attachment Agreement) will be read for the first time under the “Legislation” portion of the agenda.

Resolution No. 427 (Baxter Road Striping) was addressed after the “Communications and Petitions” portion of the agenda.

Councilmember Hurt reported that Bill No. 3119 (Spirit Valley Business Park, Lot 4B Storm Water Easement Vacation) is scheduled for both first and second reading approval under the “Legislation” portion of the agenda.

Councilmember Hurt reported that Bill No. 3120 (Two Fire Hydrants for 699 Wild Horse Ridge Road) is scheduled for both first and second reading approval under the “Legislation” portion of the agenda.

Councilmember Hurt announced that the next meeting of this Committee has been scheduled for Thursday, November 10, at 5:30 p.m.

Finance and Administration Committee

Councilmember Bruce DeGroot, Chairperson of the Finance and Administration Committee, reported that Bill No. 3121 (Candidate Filing Procedures) is scheduled for both first and second reading approval under the “Legislation” portion of the agenda.

Councilmember DeGroot reported that Bill No. 3122 (Broadmoor NID) will be read for the first time under the “Legislation” portion of the agenda.

Councilmember DeGroot announced that the next meeting of this Committee has been scheduled for Monday, November 28, at 5:30 p.m. as a Committee of the Whole.

Parks, Recreation & Arts Committee

Councilmember Barbara McGuinness, Chairperson of the Parks, Recreation & Arts Committee, indicated that she had no report this evening.

Public Health & Safety Committee

Councilmember Bridget Nations, Chairperson of the Public Health & Safety Committee, reported that this Committee met on October 24, 2016 and discussed: controlling the deer population, Parkway Central Marching Band practice time, potential legislation regarding truck brake noise and a possible School Resource Officer recommendation.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that Stinson Leonard Street has estimated potential future expenses related to sales tax litigation to be \$100,000. City Council previously authorized services in an amount not to exceed \$120,000. Accordingly, Mr. Geisel recommended that Council authorize the existing contract to be extended to an amount not to exceed \$220,000. Councilmember Flachsbart made a motion, seconded by Councilmember Logan, to approve extending the existing contract with Stinson Leonard Street and increasing the funding allocation by \$100,000 to be transferred from General Fund – Fund Reserve. A roll call vote was taken with the following results: Ayes – Flachsbart, DeCampi, Hurt, DeGroot, McGuinness, Logan, Tilman and Nations. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that bids were received and publically opened for the 2016 Crack Sealing Project. Based upon review of information provided by Public Works Director/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending award of a contract to Parking Lot Maintenance, in an amount not to exceed \$105,000. This project is fully funded by the Capital Improvement Sales Tax. Councilmember Flachsbart made a motion, seconded by Councilmember McGuinness, to approve this recommendation. A roll call vote was taken with the following results: Ayes – DeCampi, Logan, Tilman, McGuinness, Nations, Hurt, Flachsbart and DeGroot. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that, in accordance with the Secretary of State’s recommendation for records retention, Staff is to report on the destruction of records, and such destruction should be acknowledged by Council for the record. Councilmember Flachsbart made a motion, seconded by Councilmember Nations, to receive and file the report regarding destruction of records. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mr. Geisel reported that Valley Beer and Brat (formerly Chesterfield Produce), located at 18521 Outlet Blvd., has requested a new liquor license to sell all kinds of liquor by the drink and Sunday sales. Mr. Geisel reported that, per City policy, this application has been reviewed and is now recommended for approval by both the Planning/Public Services Division and Police Department. Councilmember Tilman made a motion, seconded by Councilmember Nations, to approve issuance of a new liquor license to Valley Beer and Brat. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

Councilmember DeCampi requested adding an item to the next Public Health & Safety Committee agenda for discussion, pertaining to a potential “Victims of Crime” ordinance.

Councilmember McGuinness requested adding an item to the next Finance & Administration Committee agenda for discussion, pertaining to the City taking an official position on the subject of the City of St. Louis being annexed into St. Louis County.

LEGISLATION

BILL NO. 3117 **AUTHORIZES THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT FOR WATER FACILITY RELOCATION WITH THE MISSOURI AMERICAN WATER COMPANY REGARDING UTILITY RELOCATION FOR THE RECONSTRUCTION OF THE SCHOETTLER ROAD BRIDGE OVER CREVE COEUR CREEK (FIRST READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Hurt made a motion, seconded by Councilmember Tilman, for the first reading of Bill No. 3117. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3117 was read for the first time.

BILL NO. 3118 AUTHORIZES THE CITY ADMINISTRATOR TO EXECUTE A UTILITY ATTACHMENT AGREEMENT WITH THE MISSOURI AMERICAN WATER COMPANY REGARDING UTILITY RELOCATION FOR THE RECONSTRUCTION OF THE SCHOETTLER ROAD BRIDGE OVER CREVE COEUR CREEK **(FIRST READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Hurt made a motion, seconded by Councilmember Tilman, for the first reading of Bill No. 3118. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3118 was read for the first time.

BILL NO. 3119 VACATES A PORTION OF THE CHESTERFIELD VALLEY STORM WATER EASEMENT ON LOT B OF THE SPIRIT VALLEY BUSINESS PARK SUBDIVISION, AS RECORDED IN BOOK 364, PAGE 445 OF THE ST. LOUIS COUNTY RECORDS, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI **(FIRST AND SECOND READING; DEPARTMENT OF PUBLIC SERVICES RECOMMENDS APPROVAL)**

Councilmember Hurt made a motion, seconded by Councilmember Tilman, for the first reading of Bill No. 3119. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3119 was read for the first time.

Councilmember Hurt made a motion, seconded by Councilmember Tilman, for the second reading of Bill No. 3119. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3119 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3119 with the following results: Ayes – DeGroot, Logan, DeCampi, Nations, Tilman, Hurt, McGuinness and Flachsbart. Nays – None. Whereupon Mayor Nation declared Bill No. 3119 approved, passed it and it became **ORDINANCE NO. 2918**.

BILL NO. 3120 APPROVES THE INSTALLATION OF TWO FIRE HYDRANTS FOR 699 WILD HORSE RIDGE ROAD WITHIN THE CITY OF CHESTERFIELD **(FIRST AND SECOND READING; DEPARTMENT OF PUBLIC SERVICES RECOMMENDS APPROVAL)**

Councilmember Hurt made a motion, seconded by Councilmember Tilman, for the first reading of Bill No. 3120. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3120 was read for the first time.

Councilmember Hurt made a motion, seconded by Councilmember Tilman, for the second reading of Bill No. 3120. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3120 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3120 with the

following results: Ayes – DeCampi, Logan, Nations, DeGroot, Flachsbart, McGuinness, Hurt and Tilman. Nays – None. Whereupon Mayor Nation declared Bill No. 3120 approved, passed it and it became **ORDINANCE NO. 2919**.

BILL NO. 3121 AMENDS CHAPTER TEN OF THE CHESTERFIELD CITY CODE, COVERING ELECTIONS IN THE CITY OF CHESTERFIELD AND ESTABLISHING THE PROCEDURE FOR CANDIDATE FILING AND SETTING THE FILING PERIOD FOR OFFICE **(THREE OPTIONS ARE PROVIDED FOR COUNCIL’S CONSIDERATION)**

Councilmember DeGroot made a motion, seconded by Councilmember Flachsbart, for the first reading of Bill No. 3121 (Option 1). A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3121 was read for the first time.

Councilmember DeGroot made a motion, seconded by Councilmember Flachsbart, to suspend the rules and call for a second reading of Bill No. 3121 (Option 1). A voice vote was taken with a unanimous affirmative result and the motion to suspend the rules was declared passed.

Councilmember DeGroot made a motion, seconded by Councilmember Tilman, for the second reading of Bill No. 3121 (Option 1). A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3121 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3121 (Option 1) with the following results: Ayes – Nations, Hurt, Logan, DeGroot, Tilman, DeCampi and Flachsbart. Nays – McGuinness. Whereupon Mayor Nation declared Bill No. 3121 (Option 1) approved, passed it and it became **ORDINANCE NO. 2920**.

BILL NO. 3122 DECLARES CERTAIN IMPROVEMENTS OF THE BROADMOOR CONDOMINIUMS NEIGHBORHOOD IMPROVEMENT DISTRICT COMPLETE. AUTHORIZING THE LEVY OF SPECIAL ASSESSMENTS UPON BENEFITTED PROPERTY IN SAID DISTRICT, PROVIDING FOR THE TERMS AND CONDITIONS OF SAID SPECIAL ASSESSMENT AND OTHER ACTIONS IN CONNECTION THEREWITH **(FIRST READING; CITY ADMINISTRATION RECOMMENDS APPROVAL)**

Councilmember DeGroot made a motion, seconded by Councilmember Hurt, for the first reading of Bill No. 3122. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3122 was read for the first time.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 9:42 p.m.

Mayor Bob Nation

ATTEST:

Vickie J. Hass, City Clerk

APPROVED BY CITY COUNCIL: _____

UPCOMING MEETINGS/EVENTS

- A. Monday, November 28, 2016** – Planning Commission (7pm)
- B. Monday, November 28, 2016** – Finance and Administration Committee of the Whole (5:30pm)
- C. Monday, December 5, 2016** – Next City Council meeting (7pm)
- D. Thursday, December 8, 2016** – Planning and Public Works (5:30pm)

PLANNING AND PUBLIC WORKS COMMITTEE

The Planning and Public Works Committee met on Thursday, November 10 which resulted in several action items for City Council.

Bill #3110 P.Z. 04-2016 U.S. Ice Sports Complex and Valley Gates (Topgolf USA Chesterfield LLC), second and final reading has been postponed at the last two meetings of City Council due to unspecified development issues.

Bill #3117 – An Ordinance authorizing the City Administrator to execute a contract for water facility relocation with the Missouri American Water Company regarding utility relocation for the reconstruction of the Schoettler Road Bridge over Creve Coeur Creek. (SECOND READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)

Bill #3118 – An Ordinance authorizing the City Administrator to execute a utility attachment agreement with the Missouri American Water Company regarding utility relocation for the reconstruction of the Schoettler Road Bridge over Creve Coeur Creek. (SECOND READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)

P.Z. 02-2015 Falling Leaves Estates II time Extension Report. On June 1, 2015 the City of Chesterfield approved ordinance 2853 which zoned the area known as Falling Leaves Estates II into a PUD or Planned Unit Development. The development will consist of 16 new single family homes on approximately 17.4 acres of land.

Bill #3123 – An Ordinance amending Article 2 Section 02-12 of the Unified Development Code (Article 2-12 installation or Guarantee of Required Improvements)(FIRST READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)

Council of Local Government CLG Status for the City. The City of Chesterfield is currently certified as a CLG or Council of Local Governments with the State Historic Preservation Office in Jefferson City. We attained this status in 2002 and are among 58 cities in Missouri with it. While the City has retained this status for 14 years, we have seen extremely little return from the State Office, and with the support of the Chesterfield Historic and Landmarks Preservation (CHLPC) Chair, Planning & Development Services Director Aimee Nassif recommends we not renew our membership. The Planning and Public Works Committee recommends approval.

Emerald Ash Borer Preparedness Plan 2017 Funding Authorization. On November 15, 2015, City Council approved a preparedness plan and action strategy for the removal of ash trees in the public rights-of-way due to the impacts of the Emerald Ash Borer (EAB.) The Committee recommended approving a funding request of \$518,000 from General Fund-Fund Reserves in 2017 for the continuation of the EAB Plan.

Snow Removal Recoupment Program for Private Streets. Each year during the budget process, City Council establishes funding for this program. The P&PW Committee recommended option #1 authorizing a transfer from General Fund-Fund Reserves for an amount not to exceed \$162,765.

City Limit Signs on MODOT Right of Way. The City of Chesterfield currently has six City Limit signs on Missouri Department of Transportation (MODOT) right of way. MODOT's requirements have changed over three years, but the current requirement is that an "Agreement for Signing Installed and Maintained by Applicant" be executed for each sign on MODOT right of way. Accordingly, City staff has worked with MODOT staff to create the attached Agreement, which contains details on each of the six City Limit signs on MODOT right of way. The Agreement has been review by the City Attorney, who has no objections to the Agreement.

Bill#3124 – An ordinance authorizing the Mayor to execute easements for various utilities in conjunction with the development of an office building at 14730 Conway Road for the Kraus Farm Office Center.(FIRST READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)

If you have any questions, please contact Mr. Eckrich or me prior to Monday's meeting.

The next scheduled meeting of the Planning and Public Works Committee is scheduled for Thursday, 12/8/2016 at 5:30 pm.

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

MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: James Eckrich, Public Works Director/City Engineer 

SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, November 10, 2016



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, November 10, 2016 in Conference Room 101.

In attendance were: **Chair Dan Hurt** (Ward III), **Councilmember Barbara McGuinness** (Ward I), and **Councilmember Bridget Nations** (Ward II). (Councilmember Bruce DeGroot, Ward IV, was absent.)

Also in attendance were: Mayor Bob Nation; Councilmember Guy Tilman, (Ward II); Planning Commission Chair Stanley Proctor; Jim Eckrich, Public Works Director/City Engineer; Aimee Nassif, Planning & Development Services Director; Jessica Henry, Senior Planner; Justin Wyse, Senior Planner; and Kathy Juergens, Recording Secretary.

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

I. APPROVAL OF MEETING SUMMARY

A. Approval of the October 20, 2016 Committee Meeting Summary

Councilmember McGuinness made a motion to approve the Meeting Summary of October 20, 2016. The motion was seconded by Councilmember Nations and passed by a voice vote of 3-0.

II. UNFINISHED BUSINESS

A. Article 2 Updates (Surety Bond Acceptance Criteria)

STAFF REPORT

Jessica Henry, Senior Planner, stated that several months ago the Committee directed Staff to research measures to impose a restriction on accepting bonds from surety companies that had previously defaulted on their obligation to the City. Staff has researched this issue and has worked with Interim City Attorney, Chris Graville. Staff is proposing that Article 2 of the Unified Development Code (UDC) be updated. This section of code pertains to improvements installed and guaranteed by developers so it was the most logical place to insert this new language. Staff is proposing two major changes and the rest are minor housekeeping items to keep the update consistent with the remainder of Article 2.

The primary change includes language that the City will not accept a bond from any surety company that has previously defaulted on its obligation to the City within the past ten years. Upon approval of the proposed changes, Staff will create and maintain a list of surety companies from which the City will not accept surety bonds.

DISCUSSION

Discussion occurred on whether or not the proposed updates would be retroactive and would apply to Travelers. Ms. Aimee Nassif, Planning and Development Services Director, stated that she would confer with the Interim City Attorney as to the retroactive status of the proposed amendments. There was further discussion related to the City's past difficulties with Travelers and it was decided that the Committee could exclude accepting bonds from Travelers in the future by way of a motion.

Councilmember Nations made a motion to forward the proposed updates to Article 2 (Surety Bond Acceptance Criteria) of the Unified Development Code to City Council with a recommendation to approve. The motion was seconded by Councilmember McGuinness and **passed by a voice vote of 3-0.**

Chair Hurt made a motion to exclude acceptance of surety bonds from Travelers for a period of ten years effective after the passage of Article 2 updates. The motion was seconded by Councilmember McGuinness and **passed by a voice vote of 3-0.**

Ms. Nassif stated that she will confer with Interim City Attorney Graville as to the legality of this motion in addition to seeking clarification regarding the retroactive nature of the proposed amendments.

Note: One Bill, as recommended by the Planning & Public Works Committee, will be needed for the November 21, 2016 City Council Meeting. See Bill #

[Please see the attached report prepared by Aimee Nassif, Planning and Development Services Director, for additional information on Article 2 Updates (Surety Bond Acceptance Criteria).]

III. NEW BUSINESS

A. Chesterfield's Council of Local Government (CLG) Status

STAFF REPORT

Ms. Aimee Nassif, Planning and Development Services Director, explained that over the past 14 years, the City has retained certification as a CLG (Council of Local Government) with the State Historic Preservation Office. This certification enables the City to apply for grants for rehabilitation of buildings or other historic projects and to have access to other resources that are not available to other cities. To date, the City has only utilized these resources twice.

In order to remain in good standing as a CLG, the City must successfully complete a series of yearly requirements established by the State. The State has recently tightened up their CLG status requirements to the point that it would be prohibitive for the City to remain in good standing. One such requirement is that every member must attend historic preservation training or a conference each year including all liaisons and every member in any standing of the City's historical committee. The City's CHLPC roster includes several members who do not attend any meetings and this would present a hardship for many of them. There are other such requirements that the City must fulfill which are becoming more difficult for the City to meet and for which the City has not met for the past two years.

Therefore, Staff is not recommending that the City maintain CLG status. If the need arises, the City can seek recertification in the future. If the Committee wishes to retain this certification, Staff will proceed with drafting the required year-end report to the State office, however the City will not meet the minimum requirements for this reporting year.

Councilmember Mc Guinness made a motion to voluntarily decertify the City's CLG status and forward to City Council with a recommendation to approve. The motion was seconded by Councilmember Nations and **passed by a voice vote of 3-0.**

B. Emerald Ash Borer Preparedness Plan 2017 Funding Authorization

STAFF REPORT

Jim Eckrich, Public Works Director/City Engineer, stated that Staff is requesting funding authorization for the Emerald Ash Borer (EAB) Preparedness Plan for 2017. This was initially contemplated to be an expenditure of \$583,000 per year, which included \$300,000 for the sidewalk program, \$75,000 for stump grinding, \$140,000 for reforestation, and \$68,000 for personnel. As outlined in the EAB Plan, Ash tree removals were to be completed by a street maintenance crew who were previously assigned to sidewalk replacement and sidewalk replacements would be contracted out.

Upon analysis of the program after one year, Staff is recommending a total allocation of \$518,000 for 2017 instead of \$583,000. The 2017 requested allocation is as follows:

- \$300,000 for contractual sidewalk replacement (same as last year).
- \$75,000 for contractual stump removal (same as last year).
- \$100,000 for reforestation, which is a \$40,000 reduction.
- \$43,000 for personnel, which is a reduction of \$25,000

DISCUSSION

In response to questions, Mr. Eckrich stated this allocation is not in the 2017 budget. When the EAB plan was originally adopted, the intention was that it would be funded each year through Fund Reserves. Therefore, in accordance with the plan, Staff will come back to the PPW Committee each year in the fall with a recommendation for funding in the subsequent year. Mr. Eckrich also noted that the projected 2016 fund reserves, above the 40% policy, are \$1.8 million and the requested \$518,000 will be subtracted from that.

Councilmember Tilman inquired about the reduction in reforestation. Mr. Eckrich explained that upon initiation of the plan, Staff estimated the removal of 960 trees per year and estimated there would be 700 replacements. However, this estimate may have been too high since the City has only received 420 requests for replacement trees so far this year.

After further discussion on the duration of the EAB Preparedness Plan, Mr. Eckrich clarified that the program is a seven year program whereby 6,700 Ash trees will be removed at 960 a year, however, he stated we are slightly ahead with 1,074 removals anticipated this year.

Chair Hurt informed the Committee that Councilmember Logan expressed concern about reducing the allocation to \$518,000 as he would rather keep it at \$583,000 in case we would have to accelerate the program for some reason. Therefore, Chair Hurt stated he will be voting

“no” to support his Ward-mate to keep it at \$583,000. Mr. Eckrich stated that the money is being allocated for the specific purpose of sidewalk replacements and stump grinding. If we would have to contract for additional expenses over and above what is recommended, Staff would have to come back to the Committee to request additional funding anyway, so it is more prudent to wait and request additional funding at a later date if it is needed. Based on this information, Chair Hurt agreed with Mr. Eckrich and stated that he would vote in favor of the requested amount.

Councilmember McGuinness made a motion to forward to City Council a recommendation to approve a \$518,000 allocation from the General Fund-Fund Reserves for costs associated with the Emerald Ash Borer Preparedness Plan and Action Strategy. The motion was seconded by Councilmember Nations and passed by a voice vote of 3-0.

[Please see the attached report prepared by Jim Eckrich, Public Works Director/City Engineer, for additional information on the Emerald Ash Borer Preparedness Plan 2017 Funding Authorization.]

C. Snow Removal Recoupment Program for Private Streets 2017 Funding Authorization

STAFF REPORT

Jim Eckrich, Public Works Director/City Engineer, stated this is the second supplemental funding request from the General Fund-Fund Reserves above the 40% policy. He explained that funding for this program is submitted to the PPW Committee each fall in order that a funding level can be set. As detailed in Public Works and Parks Policy #38, only non-gated private subdivisions can recoup costs for eligible snow removal expenses (streets only) up to \$4,500 per centerline mile or \$40 per residential unit, whichever is greater. Therefore, the Committee has the following options:

1. Confirm that the City desires to fund the Program for the 2016/2017 winter season in accordance with the current Policy and authorize an expenditure from the General Fund-Fund Reserves in an amount not to exceed \$162,765.
2. Determine that the City will not fund the Program for the 2016/2017 winter season.
3. Choose to fund the Program in an amount other than \$162,765.

DISCUSSION

Chair Hurt stated this is a Policy that the City has had for several years and it should be a budgeted item. Mr. Eckrich explained that at times, this item has been included in the budget and other times it has not been included. Last fall, the Committee decided that it should be removed from the budget and that the funding should be considered annually for this program.

In response to Councilmember McGuinness' question, Mr. Eckrich stated that although the area had a relatively mild winter last year, the City still reimbursed subdivisions \$142,000.

Mr. Eckrich explained the reimbursement process stating that subdivisions must submit their invoices and evidence of payment for snow removal and salting of streets only. The majority of subdivisions have their Property Management Company submit the expenses. There are

currently 50 subdivisions that are participating in the program and there may be a few subdivisions that are eligible to participate but choose not to.

(Stanley Proctor, Planning Commission Chair, left the meeting at 6 p.m. in order to attend the Architectural Review Board meeting.)

After further discussion, Councilmember McGuinness recommended expanding the notification process. Mr. Eckrich stated Staff will send a letter at the beginning of the snow season to everyone that has been approved for the program so they know to submit their invoices. Chair Hurt recommended that Staff notify the subdivisions that are eligible to participate but who have not yet participated in the program.

Councilmember McGuinness made a motion to direct Staff to contact non-gated subdivisions with private streets that might be eligible for the program to ensure these subdivisions are aware of the program. The motion was seconded by Councilmember Nations and passed by a voice vote of 3-0.

Councilmember Tilman questioned why private, gated subdivisions are excluded from the program. Chair Hurt stated that he had the same concern previously and was told that if the subdivision is gated, the general public cannot drive down the street. If it is a non-gated private street, the general public can drive down the street. This issue has been discussed three or four times previously. Councilmember McGuinness stated it is a constitutional issue because cities cannot spend public money for anything private unless it serves a public purpose. Mr. Eckrich stated the City has obtained the opinion of three previous City Attorneys regarding this matter and they have opined that the current program is lawful and that extending it to gated-subdivisions would be unlawful. Councilmember Tilman requested a copy of the most recent explanation that he can send to the nine gated subdivisions in Ward II to explain why they are not eligible for the program. He also requested obtaining another opinion from Chris Graville, the current Interim City Attorney. Councilmember Tilman stated that if it is ruled unlawful, he will not vote in favor of funding the program because he does not think it is fair for taxpayers who live on private streets in gated communities to be treated differently than residents who live on private streets in non-gated communities. If it can be done legally, Mayor Nation agreed that the City should not differentiate between private streets in gated and non-gated communities.

Councilmember McGuinness made a motion to direct Interim City Attorney Graville to prepare a legal ruling on whether gated private subdivisions are eligible to participate in the City's Snow Removal Recoupment Program. The motion was seconded by Councilmember Nations and passed by a voice vote of 3-0.

Councilmember McGuinness made a motion to forward to City Council a recommendation of a transfer from the General Fund/Fund Reserves, over the 40% policy, in the amount of \$162,765 to fund the Snow Removal Recoupment Program for private streets. The motion was seconded by Chair Hurt.

In response to Mayor Nation's questions, Mr. Eckrich stated that the \$162,765 is based on the 50 subdivisions that are currently participating in the program. If additional subdivisions apply and are eligible to participate, then the total amount will have to be increased in order to comply with the current policy. In the past, the program was prorated but it was replaced with a funding formula in 2013 that is based on reimbursement of \$4,500 per centerline mile or \$40 per residential unit, whichever is greater. Mr. Eckrich also stated there are 21 gated subdivisions

consisting of 14.9 miles, which if included in the program, would require an additional annual reimbursement of \$101,000 based upon the current policy.

The above motion passed by a voice vote of 3-0.

[Please see the attached report prepared by Jim Eckrich, Public Works Director/City Engineer, for additional information on Snow Removal Recoupment Program for Private Streets 2017 Funding Authorization.]

D. City Limit Signs on MoDOT Right of Way

STAFF REPORT

Jim Eckrich, Public Works Director/City Engineer, stated this is an agreement with MoDOT that allows the City to maintain the existing City Limits signs that are on State right of way.

Councilmember Nations made a motion to forward an “Agreement for Signing Installed and Maintained by Applicant” to City Council with a recommendation to approve. The motion was seconded by Councilmember McGuinness.

Councilmember McGuinness asked if the City had an agreement previously. Mr. Eckrich stated the City did not, however, MoDOT is now requiring such an agreement. He noted that the sign in front of St. Luke’s is in disrepair and MoDOT will not let the City replace it until this agreement is signed.

Councilmember Tilman asked if the noise ordinance signs could be included in this as well and Mr. Eckrich stated that would require a separate agreement with MoDOT.

The above motion passed by a voice vote of 3-0.

[Please see the attached report prepared by Jim Eckrich, Public Works Director/City Engineer, for additional information on the “Agreement for Signing Installed and Maintained by Applicant”.]

IV. OTHER

Jim Eckrich, Public Works Director/City Engineer, advised that there will be four easement dedications presented at the next City Council meeting regarding the Kraus Farm Office Center located at Timberlake Corporate Center and I-64. As part of that development, the developer is required to provide a dedicated strip of land to the City between Conway Road and the development itself. The developer has done so, however, the development will still need to be serviced by utilities that are located on Conway Road. Chair Hurt stated Council knew easements through the dedicated parcel would be necessary when it was required and that the Committee had no objections to it going straight to Council. Mr. Eckrich further explained that utility easements may be referenced in the governing ordinance but it is generally good practice for City Council to approve all easements.

V. ADJOURNMENT

The meeting adjourned at 6:20 p.m.

City Council Memorandum

Planning & Development Services Department



To: Michael O. Geisel, City Administrator
From: Aimee Nassif, Planning and Development Services Director
Date: November 15, 2016
CC Date: November 21, 2016
Re: **P.Z. 02-2015 Falling Leaves Estates II Time Extension**
Request: A request for an 18 month time extension to submit a Site Development Plan for this development.

On June 1, 2015, the City of Chesterfield approved ordinance 2853 which zoned the area known as Falling Leaves Estates II into a PUD or Planned Unit Development. The development will consist of 16 new single family homes on approximately 17.4 acres of land. (see aerial of site below)



As with all planned districts in the City, there are timeframes required for submittal of site development plans of 18 months with the ability for time extensions. As this development was approved in June, 2015, the period to submit a site development plan is by December 2016.

The Sterling Company, on behalf of John Fischer, has submitted a request for an 18 month extension to submit a site development plan. Staff has reviewed the request and found it compliant with all applicable codes and ordinances and recommends approval. ***If approved, the developer will have until June, 2018 to submit development plans.***

Per ordinance regulations, time extension requests are submitted to the City Council for review and approval. Attached please find a copy of the request from The Sterling Company explaining the reasons for this request.

THE **STERLING** CO.
ENGINEERS & SURVEYORS

City of Chesterfield
690 Chesterfield Parkway W
Chesterfield, MO 63017



Attention: Ms. Aimee Nassif, Director of Planning
RE: Falling Leaves Estates II (PZ 20-2015)

Dear Ms. Nassif,

On behalf of Mr. John Fischer, Fischer and Frichtel Inc., we respectfully request an 18 month extension to submit the required Site Development Concept Plan and Site Development Plans.

On June 1, 2015, the City of Chesterfield granted approval of the zoning map amendment with Ordinance 2853, changing the boundaries of the "R-1" Residence District to a "PUD" Planned Unit Development for the 17.37 Acres located on the west side of Wilson Road to be known as "Falling Leaves Estates II"

As you are aware, the site consist of the personal residence of Mr. John Fischer and his mother. With the recent passing of Mr. Fischer's Mother this year, Mr. Fischer is in the process of settling the estate and respectfully request approval of a 18 month extension to file the required plans per section II of ordinance 2853.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael T. Falkner".

Michael T. Falkner
Vice President of Marketing

CC: John Fischer
Chris DeGuentz
Al Hicks
Josh Foster
Dan Schweiss
George Gower
Mike Boerding
File

City Council Memorandum Department of Public Services



To: Michael O. Geisel, City Administrator
From: Aimee Nassif, Planning and Development Services Director
Date: November 15, 2016
CC Date: **November 21, 2016**
RE: **Surety Bond Acceptance Criteria**

See Bill # 3123

Summary

Several months ago, the Planning and Public Works Committee directed Staff to research the appropriate measures for imposing conditions on the acceptance of Surety Bonds. Specifically, a restriction on accepting bonds from surety companies that had previously defaulted on other escrows with the City was discussed.

Staff researched this issue and worked with the Interim City Attorney and is proposing that Article 2 of the Unified Development Code be updated to include the following restrictive language:

1. The City shall not permit or accept the posting of any bond issued or proposed to be issued by a surety or an affiliate of a surety which has, in the preceding ten (10) years, refused to pay upon formal demand all or part of a claim of the City on any other surety bond. Any individual, corporation or property owner aggrieved by this section may appeal to the City Council to request the City to accept the posting of such bond. The City Council may consider whether the refusal to pay resulted in litigation, mediation or arbitration of the claim, whether the claim was wholly or partially determined in favor of the City, whether the prior refusal to pay was settled between the City and surety or any other hardship evidence presented by the individual, corporation or property owner. In no instance shall a bond be accepted from a surety while in litigation, mediation or arbitration with the City.

2. The City shall not accept the posting of any bond issued or proposed by any surety or an affiliate who has refused to pay upon formal demand of the City or been involved in any litigation pertaining to said failure to pay within the past ten (10) years as of the effective date of this section of the UDC.

Additional minor housekeeping revisions are proposed in Article 2 of the UDC for consistency.

To support these changes, a new department policy will be followed by Staff to ensure the creation and maintenance of a list of surety companies from which the City will not accept a surety bond, specifically from any company that has defaulted.

The proposed updates were reviewed by the Planning and Public Works Committee on November 10, 2016. The Committee voted 3-0 to forward the updates to City Council with a recommendation to approve. Additionally, the Committee requested that Staff draft a document specifically restricting the acceptance of surety bonds from Traveler's. However, as detailed in the attached letter from the Interim City Attorney, the proposed updates are retroactive and will accomplish the Committee's directive.

Attachments: Legislation

Attachment A UDC Article 2 Updates

11/15/2016 Letter from Interim City Attorney

City Council Memorandum

Department of Public Services



To: Mike Geisel, City Administrator
From: Aimee Nassif, Planning & Development Services Director
Date: November 14, 2016
CC Date: November 21, 2016
RE: **Council of Local Governments (CLG) Status for the City**

At the last meeting of the Planning and Public Works Committee, Staff discussed the City's current CLG certification and the minimum requirements necessary to maintain it. Recent changes to the CLG requirements from the State Historic Preservation Office necessary to remain in good standing with our certification will be extremely difficult and unlikely to be achievable.

Therefore, after discussions and support from the Chair of the Chesterfield Historic and Landmarks Preservation Committee (CHLPC), it is Staff's recommendation that we voluntarily seek decertification instead of losing our certification for non-compliance with the yearly maintenance requirements.

After discussion, the Planning and Public Works Committee made a motion to recommend decertification by a vote of 3-0. Attached is a copy of the Staff report provided to the Planning and Public Works Committee meeting.

If the City Council approves the recommendation by Staff for decertification, then a letter from the City will be drafted and sent to the State Historic Preservation Office to officially request decertification.

It is important to note that if the City does voluntarily seek decertification, then we will be leaving in good standing which allows the City the ability to request recertification in the future if we should ever choose to do so.

III.A



Memorandum Planning & Development Services Division

To: Planning and Public Works Committee
From: Aimee Nassif, Planning and Development Services Director
Date: November 4, 2016
RE: Council of Local Governments (CLG) Status for the City

Summary

The City of Chesterfield is currently certified as a CLG or Council of Local Governments with the State Historic Preservation Office in Jefferson City. We attained this status in 2002 and are among 58 cities in Missouri with it. While the City has retained this status for 14 years, we have seen extremely little return from the State Office, and with the support of the Chesterfield Historic and Landmarks Preservation (CHLPC) Chair, I am recommending we not renew our membership.

Being a CLG qualifies the City to apply for grants for rehabilitation of buildings or other historic projects which other cities would not be eligible for. It also provides for technical assistance and tax credits to people owning historic properties if they qualify. To date, the City has never received any such financial assistance nor had any project to which a grant was sought after. In addition, most grants are limited in size and are matching grants which means it would still be a financial cost to the City. The only assistance we have ever received as a result of this CLG status was in 2006 when the State Office reviewed a draft ordinance we had created for the LPA or Landmarks Preservation Area Overlay District. However, we do have tools and resources now which we did not have 10 years ago if the need ever arose again. They also provided information to us when we pursued placement of the bungalow style homes in Burkhardt Place Subdivision (off Old Chesterfield Road) on the National Historic Register in 2006.

In order to remain in good standing as a CLG, the City must successfully complete a series of yearly requirements established by the State. Each year, the Department submits a report explaining all the CLG requirements that have been met and provides supporting documentation for such. Recently, the State Office has tightened up their CLG status requirements to the point that it will be extremely problematic for us to remain in good standing.

As the liaison for the City with this CLG status, the State Historic Preservation Office contacted me and advised that all cities who wish to remain as a participant must have every member of any Historic Committee and their liaison attend a historic preservation training or conference each year. As you may imagine, this is problematic for a number of reasons, most importantly is the composition of our CHLPC.

The current CHLPC Roster includes 8 regular members and 12 Ex-Officio or Member Emeritus members. These 12 individuals do not attend any meetings, many work full time jobs and are members simply for their knowledge, previous participation or the projects they work on independently. Also, several of our members are elderly or in poor health and travel is difficult. They are unable to attend our meetings so it would be an extreme hardship on them to be forced to attend trainings and conferences. And many of the trainings offered are not located in St. Louis. I communicated this with the State Office and they confirmed that any and all members, regardless of status, and staff liaisons are required to attend a training or conference every year from now on.

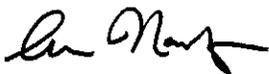
It is also important to note that there are other requirements as well that we have to fulfill which are becoming more and more difficult for the Committee to complete and we have not satisfied for the last 2 years.

After being advised of this, I spoke with the current CHLPC Chair Tom Rothwell and he agreed that this is an onerous assignment to put on our members without any benefit in return. Chair Rothwell advised he sees no reason for the City to keep its status at this time. In fact, the last time the City's CLG status was audited in 2013, the State Office asked me why the City maintains this status since we do not utilize their services. We believe it would be in the City's best interest to voluntarily remove ourselves from CLG status than to not fulfill the requirements and have the State Office revoke our standing. I recently spoke with our representative at the State Historic Preservation Office and she agreed that while unfortunate that we do not utilize their services, it would be better to seek recertification at a later date than to have our status revoked for lack of compliance.

In summary, I am asking the City if you want to maintain this status or relinquish it at this time. If we decide not to renew the CLG, we can seek recertification in the future. If it is determined that this status be retained, I will proceed with drafting our required year-end report to the State Office however we will not meet the minimum requirements for this reporting year.

Ultimately, the recommendation of this Committee will be forwarded to the full City Council for consideration.

Respectfully submitted,



Aimee E. Nassif, AICP
Planning and Development Services Director

III.B



DATE: November 1, 2016

TO: Michael O. Geisel
City Administrator

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

RE: Emerald Ash Borer Preparedness Plan
2017 Funding Authorization

*Forward to Ppw
for action
2/20/16
11/1/2016*

As you know, on November 16, 2015 the City Council approved a Preparedness Plan and Action Strategy (EAB Plan) for the removal of Ash Trees within public rights of way due to the impacts of the Emerald Ash Borer (EAB). That EAB Plan included an optional reforestation component, which was subsequently funded by City Council.

As detailed in the EAB Plan, the annual funding for the removal and reforestation was to be funded through General Fund – Fund Reserves (above the 40% Policy). Annual costs were anticipated to be as follows:

- **\$300,000 annually for the contractual replacement of sidewalk.** As detailed in the EAB Plan, the Ash tree removals are being completed by a street maintenance crew designated for this purpose only (except snow removal). That crew previously performed a large amount of sidewalk replacement. The allocation of \$300,000 has successfully supplemented the prior funding of \$200,000, and allowed the City to continue to maintain its 300 miles of sidewalk while concentrating efforts on Ash tree removal.
- **\$75,000 annually for contractual stump grinding.** The City's Public Works maintenance personnel will be removing approximately 960 Ash trees each year. These removals necessitate the grinding of 960 stumps, which is managed contractually.
- **\$140,000 for reforestation.** The Plan estimated that residents will request a replacement tree for 700 of the 960 Ash trees removed. The City's cost for a replacement tree is approximately \$300 per tree, of which the residents fund \$100 through an application fee. The resultant cost to the City of Chesterfield is an estimated \$140,000 per year.
- **\$68,000 annually for personnel.** City Staff's initial recommendation to City Council was for the City to discontinue management of the reforestation program during the EAB crisis. Instead, residents desiring reforestation would receive a \$200 stipend to use toward tree replacement, which would be managed by the residents. City Council did not accept this recommendation, and felt it was important that the City Staff continue to manage tree reforestation. Accordingly, City Council authorized an additional annual allocation of \$68,000. This allocation was intended to fund interns and / or a temporary, full time employee necessary to help manage the Ash tree removal and reforestation program. These positions are to be terminated once the Ash trees are removed, or sooner if the EAB Plan is not funded by City Council.

As you can see, the anticipated annual allocation from General Fund – Fund Reserves (above the 40% Policy) was \$583,000 per year, per the EAB Plan approved by City Council.

Thus far, during the first year of Ash tree Removals (January 1, 2016 – October 31, 2016), the Public Works Department has removed 895 Ash trees. Extrapolated over a one year period, this will be approximately 1,074 Ash Trees, which is 114 above the anticipated 960 trees. As there is often a lag between tree removal and a request for a replacement tree, we cannot definitively determine the number of replacement trees which will be requested in 2017. However, we do know that only 420 requests for replacement trees were received in 2016. Accordingly, it appears that the initial estimate may have been high, and that the allocation for tree replacement can be reduced in 2017, *at least for a one year period*. Subsequent adjustments will be made as the program progress and we have a larger sample size from which to project the number of replacement trees.

The requested 2017 allocation is as follows:

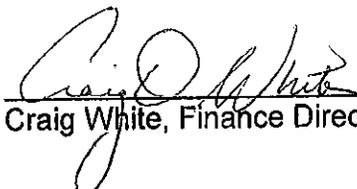
- **\$300,000 for contractual sidewalk replacement.** This will allow the City to continue to maintain its 300 miles of sidewalk while one street maintenance crew is completely allocated toward Ash Tree removal
- **\$75,000 for contractual stump removal.** Will cover the costs to grind approximately 960 stumps from the trees removed by the Public Works maintenance crew.
- **\$100,000 for reforestation.** Will cover the cost to plant approximately 500 replacement trees.
- **\$43,000 for personnel.** This figure represents the actual cost for the temporary full time employee helping to manage the implementation of the EAB plan and the reforestation program.

The total allocation requested for the continuation of the EAB Plan in 2017 is \$518,000. As detailed above, that funding must come from General Fund – Fund Reserves (above the 40% Policy). The Finance Director's most recent projections indicate a General Fund – Fund Reserve (above the 40% Policy) of \$1,800,000 on December 31, 2016.

Action Recommended

This matter should be forwarded to Planning and Public Works Committee for consideration. Should PPW concur with Staff's recommendation, it should vote to recommend an allocation from the General Fund – Fund Reserves in the amount of \$518,000 for costs associated with the Emerald Ash Borer Preparedness Plan and Action Strategy. The matter should then be forwarded to the full City Council for approval.

Concurrence:



Craig White, Finance Director



*Forward to
for action
PPW
11/1/2016*

DATE: November 1, 2016

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

FROM: James A. Eckrich, P.E. *[Signature]*
Public Works Director / City Engineer

RE: Snow Removal Recoupment Program for Private Streets
2017 Funding Authorization

As discussed during the 2017 Budget deliberations, the Chesterfield City Council needs to establish funding for the Snow Removal Recoupment Program for Private Streets (Program) during the 2016/2017 winter season. This Program is submitted to the Planning and Public Works Committee (PPW Committee) each fall in order that a funding level can be set. The amount recommended by the PPW Committee will be forwarded to City Council, who can then approved a corresponding transfer from General Fund – Fund Reserves (above the 40% Policy).

The current Program is detailed in Public Works and Parks Policy #38, which was approved by City Council in 2013. Policy #38 dictates that non-gated private subdivisions can recoup costs for eligible snow removal expenses (street only) up to \$4,500 per centerline mile, or \$40 per residential unit, whichever is greater. Further, the Policy provides that during a "severe season", defined as a season during which the City of Chesterfield receives thirty or more inches of snow, City Council will *consider* supplemental funding to allow reimbursements at the 80th percentile.

There are currently fifty subdivisions which participate in the Program. During a regular snow season (not "severe" by definition) the City's maximum financial obligation to these subdivisions is \$162,765. Accordingly, the City Council has the following options:

- 1) Confirm that the City of Chesterfield desires to fund the Program for the 2016/2017 winter season in accordance with the current Policy, authorizing an expenditure from the General Fund – Fund Reserves in an amount not to exceed \$162,765. The actual reimbursement amount will be determined in the spring of 2017, after receipt of all of the reimbursement requests.
- 2) Determine that the City of Chesterfield will not fund the Program for the 2016/2017 winter season. If this action is taken the Public Works Department will send a letter to each of the participating private subdivisions notifying them that the Program will not be funded for the upcoming winter season.
- 3) Choose to fund the Program in an amount other than \$162,765. In that case City Council would need to select an amount, and funding rationale, which could then be communicated to the participating subdivisions.

Action Recommended

The Planning and Public Works Committee should determine the funding amount for the 2016/2017 Snow Removal Recoupment Program. Once a funding level is determined, that amount will be forwarded to the full City Council, for authorization of a Transfer from the General Fund – Fund Reserves (above the 40% Policy).

The Finance Director's most recent projections indicate a General Fund – Fund Reserve (above the 40% Policy) of \$1,800,000 on December 31, 2016.

Concurrence:



Craig White, Finance Director



DATE: November 7, 2016

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

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

RE: City Limit Signs on MODOT Right of Way

The City of Chesterfield current has six City Limit signs on Missouri Department of Transportation (MODOT) right of way. MODOT's requirements have changed over the years, but the current requirement is that an "Agreement for Signing Installed and Maintained by Applicant" be executed for each sign on MODOT right of way. Accordingly, City Staff has worked with MODOT staff to create the attached Agreement, which contains details on each of the six City Limit signs on MODOT right of way. The Agreement has been reviewed by the City Attorney, who has no objections to the Agreement.

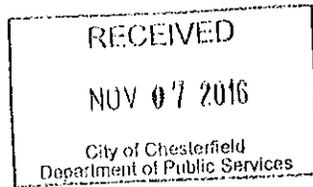
Please note that the City Limit sign on Route 141, near St. Luke's Hospital is in poor condition (due to fading) and will be replaced as soon as possible after this Agreement is executed.

Action Recommended

This matter should be forwarded to the Planning and Public Works Committee for consideration. Should PPW concur with Staff's recommendation, it should vote to recommend approval to the full City Council. City Council could then authorize the City Administrator, via voice vote, to execute the attached Agreement authorizing the City Limit signs in MODOT right of way.

*Forward to PPW
for review & action
moe
11/8/2016*

CCO Form: TR42
Approved: 08/06 (BDG)
Revised: 04/14 (ASB)
Modified:



MoDOT District: SL
MoDOT Contract Administrator: Phil Pierson

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AGREEMENT FOR SIGNING INSTALLED AND MAINTAINED BY APPLICANT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and The City of Chesterfield (hereinafter, "Applicant"), whose address is 690 Chesterfield Pkwy W, Chesterfield, MO 63017.

WITNESSETH:

WHEREAS, Applicant requests approval from the Commission to install and maintain certain signs further described below in St. Louis County, Missouri for The City of Chesterfield in the general vicinity of I-64 and the Missouri River, I-64 and MO 141, MO 340 and MO 141, MO 340 and Kehrs Mill Rd, MO 141 and Conway Rd, and MO 109 and Rt CC; and

WHEREAS, the Commission is willing to approve the Applicant's request subject to the terms and conditions of this Agreement.

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

(1) LOCATION AND DISPLAY: The Applicant hereby requests that the Commission allow Applicant to construct, install and maintain the following sign(s):

- Blue Star Marker(s)
- Buckle-Up Signs(s)
 - Community Awareness Sign(s)
 - DARE Sign(s)
 - Drug Free School Zone Sign(s)
 - Tree City USA Sign(s)
 - Disaster Resistant Community Sign(s)
 - Storm Ready Community Sign(s)
 - Other Community Awareness Sign(s) approved by the Commission's State Traffic Engineer
 - Local Reference Signs
 - City Hall/County Courthouse Signs(s)
 - Police Station/Sheriff's Department Sign(s)
 - City/County Park Sign(s)
 - Library Sign(s)
 - Recycle Center Sign(s)
 - Compost Site Sign(s)
 - Other Local Reference Sign(s) approved by the Commission's State Traffic Engineer
- Bus Stop/Mass Transit Sign(s)
- Neighborhood Watch Sign(s)
- Noise Ordinance Sign(s)
- Other sign(s) approved by the Commission's State Traffic Engineer

Welcome To Signs

(A) The sign(s) design will follow the guidelines and regulations of the *Federal Manual on Uniform Traffic Control Devices* (MUTCD) and the Commission's *Signing Manual* for size, color and reflectorization. The sign(s) shall read as displayed in Exhibit A.

(B) The sign(s) will be generally located as illustrated in Exhibit B. The Commission will approve final location prior to installation.

(C) The signs will be displayed:

- Year round
 Seasonally
from _____ to _____

If the sign(s) is/are to be displayed seasonally, that the Applicant shall cover or remove the sign(s) during periods of non-use.

(2) INSTALLATION: The signs shall be installed on a post supplied by the applicant and shall not be attached to Commission's pole or traffic control devices. The post shall include a breakaway post assembly, in accordance with Commission requirements. The Applicant shall provide plans with the specific location details of the sign installation for approval by the Commission prior to installation. All costs associated with this installation shall be borne by the Applicant.

(3) TRAFFIC CONTROL: All work zone signs and traffic control devices to be used during installation and maintenance shall be in accordance and comply with the latest revision of the Manual on Uniform Traffic Control Devices for Streets and Highways or as directed by the District Engineer or his authorized representative

(4) PERMIT: Before beginning installation work, the Applicant shall secure a permit from the Commission's District Engineer for the installation of the proposed sign(s). The Applicant shall comply with any additional requirements placed on the issuance of the permit by the District Engineer. The Applicant may provide written authority to the Commission's District Engineer enabling its contractor to obtain the permit as an agent for the Applicant. If required, separate permit(s) for future maintenance will be issued.

(5) COSTS: If this request is approved, all costs associated with the construction, installation, maintenance, or relocation of the sign(s), including, but not limited to work zone signing and traffic control during construction will be borne entirely by the Applicant, with no cost incurred by the Commission. In the event the Commission incurs any costs in association with the performance of this Agreement, the Applicant shall reimburse the Commission for those costs.

(6) HIGHWAY SPECIFICATIONS: All work done pursuant to this Agreement shall be in accordance with applicable portions of the latest editions of the Missouri Highways and Transportation Commission's *Standard Specifications for Highway Construction* and the *Standard Plans for Highway Construction*. The Applicant shall provide a copy of its contractors certification of material used to the Commission.

(7) MAINTENANCE: Applicant shall maintain signs following the guidelines of the *Federal Manual on Uniform Traffic Control Devices* (MUTCD) and the Commission's *Missouri Signing Manual* for reflectivity, alignment, and placement. The Commission may request maintenance of the signs by the Applicant, at the Applicant's expense, and the Applicant shall promptly comply with the Commission's request for maintenance of the signs. Failure by the

Applicant to complete requested maintenance within 14 calendar days from Commission's request shall be grounds for removal of all signs installed by the Applicant.

(8) MAINTENANCE BY APPLICANT WITHIN COMMISSION RIGHT OF WAY: In order to coordinate maintenance activities on the sign(s), the Applicant shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the Commission's District Engineer or a designated assistant, and shall include the location and nature of the work to be performed. Any maintenance activities done by the Applicant which involves closing one or more of the through lanes, affects the safety of the traveling public, or which will cause permanent changes to the configuration of the improvement, may require a permit from the Commission. The Applicant will be informed of whether or not a permit is required at the time the Applicant notifies Commission of the proposed maintenance activities. The Applicant shall comply with any additional condition placed upon the issuance of the permit.

(9) REMOVAL:

(A) If the Applicant fails to comply with the provisions stated herein regarding the maintenance responsibilities, the Commission may remove the sign(s).

(B) If the Commission, in its sole discretion, determines that the sign(s) is no longer justified, the Commission may remove the sign(s).

(C) If the Commission, in its sole discretion, determines that the sign(s) should be removed or eliminated as part of a highway or transportation project, the Commission may remove the sign(s).

(D) If the Commission, in its sole discretion, determines that the removal of the sign(s) from the Commission's right of way is in the best interests of the state highway system, the Commission may remove the sign(s).

(E) If the Commission removes the sign(s) in accordance with any provision of this Agreement, the Commission will not reimburse the Applicant for the cost or value of the sign(s).

(10) APPLICANT'S RESPONSIBILITIES: The Commission may request the Applicant modify the sign(s) when necessary to comply with changed standards that might be promulgated or adopted at the Applicant's cost and Commission may request the Applicant to relocate the signs to accommodate the need to install signs the Commission, in its sole discretion, deems more appropriate at the Applicant's cost. Should the Commission make either request, the Applicant shall comply with the Commission's request within 14 calendar days.

(11) APPLICANT'S REPRESENTATIVE: The Applicant's Public Works Director / City Engineer is designated as the Applicant's representative for the purpose of administering the provisions of this Agreement. The Applicant's representative may designate by written notice other persons having the authority to act on behalf of the Applicant in furtherance of the performance of this Agreement. All Notices or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

**James A Eckrich
Public Works Director / City Engineer
City of Chesterfield
690 Chesterfield Pkwy W**

Chesterfield, MO 63017
Telefax No.: (636) 537-4764

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Applicant shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Applicant's wrongful or negligent performance of its obligations under this Agreement.

(B) The Applicant is required or will require any contractor procured by the Applicant to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(14) NO INTEREST: By placing and maintaining signs on the Commission's right of way, the Applicant gains no property interest in Commission's right of way. The Commission shall not be obligated to keep the sign(s) in place if the Commission, in its sole discretion, determines removal or modification of the sign(s) is in the best interests of the state highway system or the Commission.

(15) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Applicant.

(16) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(17) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(18) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

- (A) Exhibit A: Sign Display Detail
- (B) Exhibit B: Sign Location Layout

[Remainder of Page Intentionally Left Blank; Execution and Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Applicant the ____ day of _____, 20____.

Executed by the Commission the ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

APPLICANT

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Commission Counsel

Copies: Applicant
 District
 Traffic Division
 Commission Secretary

EXHIBIT A
Sign Display Detail
Attach and Number Additional Sheets if Necessary

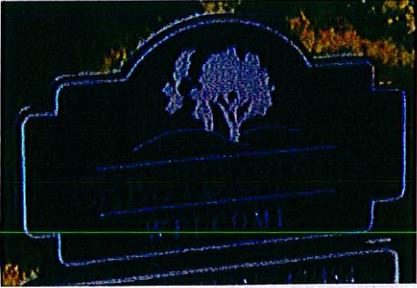
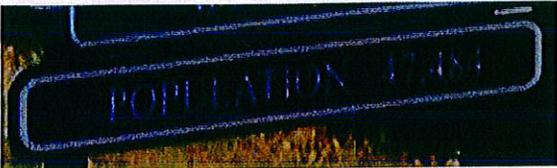
Sign No:	1	Size:	60" x 120"	Quantity:	2	Sign No:	2	Size:	48" x 72"	Quantity:	2
											
Sign No:	3	Size:	36" x 72"	Quantity:	1	Sign No:	4	Size:	30" x 48"	Quantity:	1
											
Sign No:	5	Size:	17" x 120"	Quantity:	2	Sign No:	6	Size:	10" x 72"	Quantity:	2
											

EXHIBIT B
Sign Location Layout



DATE: November 10, 2016

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

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



RE: Kraus Farm Office Center – Easement Dedication

See Bill# 3124

The City of Chesterfield City Council approved a Site Development Plan for the development of the Kraus Farm Office Center (14730 Conway Road) in December of 2015. As part of said approval, the property owner was required to dedicate a strip of land to the City of Chesterfield in order to create a buffer between the proposed office park and Conway Road. That dedication has been completed and was recorded in May of 2016.

In order to service the proposed office park, three utility companies are requesting four easements across property owned by the City of Chesterfield. These easements are described in detail within the attached memorandum from Senior Planner Justin Wyse, which includes a drawing of the area depicting each of the four easements requested. You will note that one of these easements is located on property immediately east of the above-described dedication strip. This parcel to the east is also owned by the City of Chesterfield.

City Staff has reviewed the easement requests and has no objections to the dedication of these easements. Accordingly, I recommend approval of the attached ordinance authorizing the Mayor to execute the four easements. Once the easements are signed they will be forwarded to St. Louis County and recorded.

Action Recommended

This matter should be forwarded to City Council for its consideration of approval of the attached ordinance authorizing the Mayor to execute four easements in conjunction with the development of the Kraus Farm Office Center at 14730 Conway Road.

Memorandum

Department of Public Services



DATE: November 10, 2016

TO: James A. Eckrich, P.E. – Public Works Director / City Engineer

CC: Aimee Nassif, Planning & Development Services Director
Todd Ohmes, Civil Engineer

FROM: Justin Wyse, Senior Planner

RE: Kraus Farm Office Center, Easement Dedication

As you recall, the City Council approved City of Chesterfield Ordinance 2464 in June of 2008 establishing a "PC" Planned Commercial District on the northwest corner of the I-64 and Timberlake Manor interchange. A site development plan was subsequently approved in December of 2015. As part of the development of the site, Ordinance 2464 requires a strip of land along the Conway Road frontage to be dedicated to the City of Chesterfield. This dedication has been completed and was recorded with the St. Louis County Recorder's Office in May of 2016.

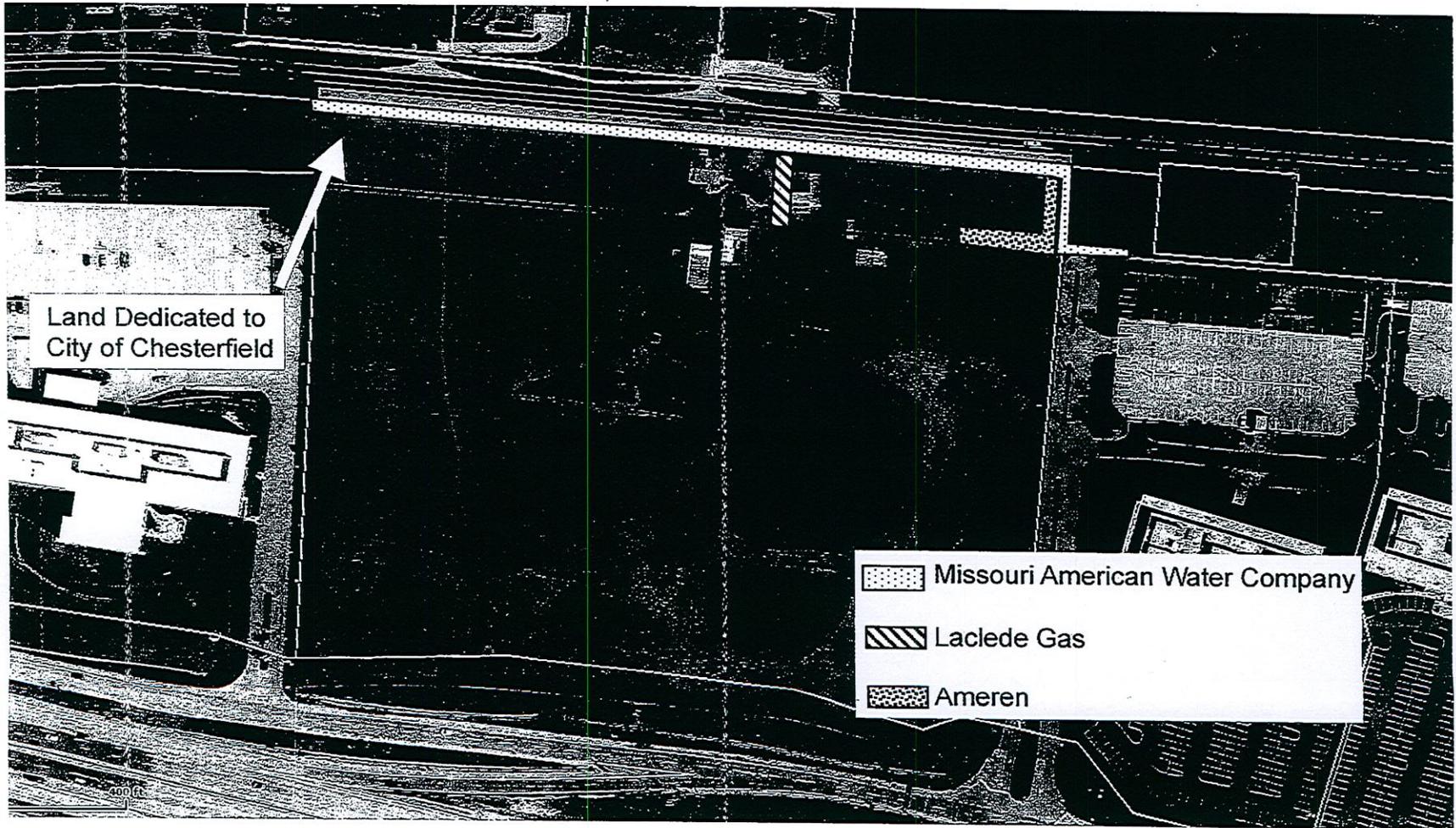
As part of the development of the remainder of the tract, utility easements are needed on the area now owned by the City of Chesterfield in order to service the site. While these easements were anticipated, the easement locations had not been finalized until now.

In addition to the easements on the newly dedicated property, Missouri American Water Company also needs a small easement on the property to the east. This property is also owned by the City of Chesterfield.

In total, four easements are required, three on the property to the north of the Kraus tract (Ameren, Laclede Gas, and Missouri American Water Company), and one easement is located on the tract to the north of Timberlake Corporate Center (Missouri American Water Company). The image on the next page shows the location of each of these easements.

These easements are necessary to serve the site and are reasonably located. I recommend approval of the easements.

Aerial Image of Area Showing Proposed Easements



FINANCE AND ADMINISTRATION COMMITTEE

Bill #3122 – BROADMOOR CONDOMINIUM’S NID

As has previously been reported, the improvements authorized by the Broadmoor Condominium Neighborhood Improvement District have been completed. As more fully detailed in Asst. City Administrator Libbey Tucker’s memorandum attached hereto, this project which was bid, administered, and managed by City staff came in more than \$200,000 under budget. Bill #3122 is the final legislative action in this process which officially sets the tax rolls and assessments.(SECOND READING, STAFF RECOMMENDS APPROVAL)

Next Meeting

The next subsequent meeting of the F&A Committee of the Whole meeting is scheduled for Monday, November 28th, 2016 at 5:30 pm.

If you have any questions, please contact me prior to Monday’s meeting.

PUBLIC HEALTH AND SAFETY COMMITTEE

The Public Health and Safety Committee last met on Monday, October 24th, 2016.

Bill #3125 – An ordinance restricting compression release braking systems, making it unlawful for the operator of a motor vehicle to cause their vehicle to slow or brake by any method which produces an excessive and unnecessary noise. (FIRST READING, PUBLIC HEALTH AND SAFETY COMMITTEE RECOMMENDS APPROVAL)

Next Meeting

The next meeting has not yet been scheduled.

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

UNFINISHED BUSINESS

There are no unfinished agenda items for Monday's meeting.

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

LEGISLATION

- A. BILL NO. 3117** – AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT FOR WATER FACILITY RELOCATION WITH THE MISSOURI AMERICAN WATER COMPANY REGARDING UTILITY RELOCATION FOR THE RECONSTRUCTION OF THE SCHOETTLER ROAD BRIDGE OVER CREVE COEUR CREEK. **(SECOND READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**
- B. BILL NO. 3118** – AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A UTILITY ATTACHMENT AGREEMENT WITH THE MISSOURI AMERICAN WATER COMPANY REGARDING UTILITY RELOCATION FOR THE RECONSTRUCTION OF THE SCHOETTLER ROAD BRIDGE OVER CREVE COEUR CREEK. **(SECOND READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**
- E. BILL NO. 3122** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI DECLARING CERTAIN IMPROVEMENTS OF THE BROADMOOR CONDOMINIUMS NEIGHBORHOOD IMPROVEMENT DISTRICT COMPLETE. AUTHORIZING THE LEVY OF SPECIAL ASSESSMENTS UPON BENEFITTED PROPERTY IN SAID DISTRICT, PROVIDING FOR THE TERMS AND CONDITIONS OF SAID SPECIAL ASSESSMENT AND OTHER ACTIONS IN CONNECTION THEREWITH. **(SECOND READING; CITY ADMINISTRATION RECOMMENDS APPROVAL)**
- F. BILL NO. 3123** – AN ORDINANCE AMENDING ARTICLE 2 SECTION 02-12 OF THE UNIFIED DEVELOPMENT CODE (ARTICLE 2-12 INSTALLATION OR GUARANTEE OF REQUIRED IMPROVEMENTS) **(FIRST READING; PLANNING & DEVELOPMENT SERVICES DEPARTMENT RECOMMENDS APPROVAL)**
- G. BILL NO. 3124** – AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE EASEMENTS FOR VARIOUS UTILITIES IN CONJUNCTION WITH THE DEVELOPMENT OF AN OFFICE BUILDING AT 14730 CONWAY ROAD. **(FIRST READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**
- H. BILL NO. 3125** – AN ORDINANCE RESTRICTING COMPRESSION RELEASE BREAKING SYSTEMS. **(FIRST READING; PUBLIC HEALTH & SAFETY RECOMMENDS APPROVAL)**

BILL NO. 3117

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT FOR WATER FACILITY RELOCATION WITH THE MISSOURI AMERICAN WATER COMPANY REGARDING UTILITY RELOCATION FOR THE RECONSTRUCTION OF THE SCHOETTLER ROAD BRIDGE OVER CREVE COEUR CREEK.

WHEREAS, the City of Chesterfield desires to reconstruct the Schoettler Road bridge over Creve Coeur Creek; and

WHEREAS, in order to construct the project as designed Missouri American Water Company must relocate existing water facilities, located in private easements, along Schoettler Road; and,

WHEREAS, in order to proceed with the project, the City needs to enter into a Contract For Water Facility Relocation with the Missouri American Water Company; and,

WHEREAS, the City Council of Chesterfield, Missouri, after careful consideration of the matter and thorough discussion with the City's attorney, desires to authorize the City Administrator of Chesterfield to enter into a Contract For Water Facility Relocation similar in form to that attached as Exhibit 1;

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

Section 1. The City Council of the City of Chesterfield hereby authorizes and directs the City Administrator to act on behalf of the City of Chesterfield to enter into an agreement with the Missouri American Water Company relative to the utility relocation for the reconstruction of the Schoettler Road Bridge over Creve Coeur Creek, in a form substantially similar to that attached hereto as Exhibit 1.

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

Passed and approved this _____ day of _____, 2016

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 11/7/2016

CONTRACT FOR WATER FACILITY RELOCATION

THIS CONTRACT, entered into this ____ day of _____, 2016, by and between MISSOURI-AMERICAN WATER COMPANY, a corporation existing under the laws of the State of Missouri, (hereinafter referred to as "COMPANY"), and the CITY OF CHESTERFIELD, (690 Chesterfield Parkway W, Chesterfield, MO 63017), (hereinafter referred to as ("CITY")),

WITNESSETH:

WHEREAS, CITY contemplates the location, widening, construction, and/or improvement of Schoettler Road, in accordance with certain plans titled Schoettler Road Bridge Replacement Improvements on file in the office of the CITY; and

WHEREAS, in carrying out the opening, widening, establishment, and improvement of Schoettler Road, it will be necessary to relocate certain portions of COMPANY'S water facilities now located partly within CITY right-of-way and partly on the COMPANY'S private easement along (Schoettler Road), in the CITY, and

WHEREAS, COMPANY is willing to accommodate CITY'S needs upon condition that CITY accepts the provisions hereinafter specified and evidences such acceptance by execution hereof in accordance with Section 432.070 RSMo and City Ordinance No. _____.

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. COMPANY will, as soon as practicable after receiving notice from the CITY, and receipt of payment in full of the estimated cost described in Paragraph 2, furnish all labor, materials, and supervision necessary, and will relocate its said water facilities currently located partly within CITY right-of-way and partly within the private easement of the COMPANY as shown on the plans marked Exhibit "A" attached hereto and made a part hereof.
2. The estimated cost (Exhibit "B") for this relocation is **\$54,807.73** It is agreed that CITY'S obligation toward the cost of this relocation shall be **89.29%** of the actual costs thereof ("CITY'S OBLIGATION"), which is the percentage of the affected water facilities located within the COMPANY'S private easement. CITY agrees that prior to commencement of the relocation contemplated herein and upon receipt of a statement of cost, it will, or it will direct its agent or assign to promptly pay COMPANY for **89.29%** of the estimated cost of the relocation as set forth in

Exhibit B, hereinafter referred to as "CITY'S PAYMENT". The failure of any agent or assign of the CITY to promptly pay the COMPANY shall not be a defense and shall not mitigate the duty of the CITY to pay the COMPANY in full.

3. At the conclusion of the relocation work, the COMPANY shall calculate the difference between actual costs and estimated costs, if any. In the event the CITY's pro rata share of the actual costs exceeds CITY'S PAYMENT, the parties will enter into a supplement to this contract that addresses the CITY reimbursing the COMPANY for the additional amount owed. In the event the actual costs are less than CITY'S PAYMENT, the COMPANY will pay CITY its pro rata share of the difference between CITY'S PAYMENT and the actual cost. Payments owed to COMPANY shall be paid within forty five (45) days of receipt of invoice.
4. If any substantial change is made in the original plan and extent of the COMPANY'S relocation, work on the additional relocation will not be performed until estimated costs have been approved by the CITY. Upon completion of this additional relocation work, CITY will reimburse COMPANY for any incurred costs above the estimated costs set forth in paragraph 2 of the contract that directly result from such change of plans.
5. CITY agrees to furnish COMPANY with all necessary information of the project improvements including surveying and marking the proposed elevation and the right-of-way in order for COMPANY to properly carry out the utility relocation.
6. Upon completion of the relocation provided for herein, COMPANY shall remove all leftover materials and debris resulting from the work and leave the affected public and private rights-of-way in a neat, workman-like condition, free of holes, mounds of dirt, or other objectionable material.
7. This agreement shall inure to the benefit and detriment of the successors and assigns of CITY and COMPANY.

Project Name: Schoettler Road Bridge Replacement
Project Manager: _

EXHIBIT I

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officials.

ATTEST:

MISSOURI-AMERICAN WATER COMPANY

Secretary

_____ (Title)

ATTEST:

CITY OF CHESTERFIELD, MISSOURI

City Clerk

City Administrator

APPROVED AS TO LEGAL FORM:

City Attorney

EXHIBIT "A"



Scale: 1" = 100'
North Arrow
Elevation Contours
Property Lines
Water Features
Other Symbols



MISSOURI
AMERICAN WATER

A DIVISION OF THE MISSOURI PACIFIC CORPORATION

**American Water Company
Engineering Estimate**

Project Description: Relocate approx 200' of 8" DI main on Schoettler Rd. due to new bridge.

Created By: Daniel L Woodcock

Date: August 26, 2015

Labor: \$48,355.11
Material: \$8,452.62
Outside Contractor Work: \$0.00

Company Share of Costs: \$5,872.26
% costs allocation: 10.71%

Public Agency Dev.Share of Costs: \$48,935.47
% costs allocation: 89.29%

Total Cost of Project: \$54,807.73

American Water Company

	RETIRED: Footage Outside of R/W	125.0	Footage on Public R/W	15.0	
	INSTALLED: Footage Outside of R/W	0.0	Footage on Public R/W	200.0	
NET TOTAL CHARGES				\$54,807.73	
Total Installed Footage = Footage Outside of R/W + Footage on R/W				200.0	
Net Total Charges divided by Total Installed Footage =				\$274.04 per ft.	
Company share of cost =				10.71%	
	10.71%	X	\$54,807.73	=	\$5,872.26
Public Agency Share of Costs =				89.29%	
	89.29%	X	\$54,807.73	=	\$48,935.47
Total Costs =				\$54,807.73	

Records supporting the actual cost of relocations will be available in our Accounting Department at our offices at 727 Craig Road, St. Louis, MO 63141.

If American Water Company, at its option, recovers material for reuse from the existing facilities, credit shall be allowed for the salvage of materials in accordance with the practice followed by the Company in this regard.

Reimbursement Percentage (per Agreement)	=		=	89.29%
Footage to Relocate, Reimbursable	=	125	ft.	
Total Footage to Relocate	=	140	ft.	
Footage Adjustment Factor	=	89.29%		
Cost for Relocating with Same Size Main	=	\$54,807.73		
Cost for Relocating with Actual Size Main	=	#N/A		
Cost Adjustment Factor	=	100.00%		
Adjusted Percent Reimbursable (Footage Factor X Cost Factor)	=	89.29%		
Total Installed Pipe	=	200		
Cost per Foot	=	\$274.04		

BILL NO. 3118

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A UTILITY ATTACHMENT AGREEMENT WITH THE MISSOURI AMERICAN WATER COMPANY REGARDING UTILITY RELOCATION FOR THE RECONSTRUCTION OF THE SCHOETTLER ROAD BRIDGE OVER CREVE COEUR CREEK.

WHEREAS, the City of Chesterfield desires to reconstruct the Schoettler Road bridge over Creve Coeur Creek; and

WHEREAS, in order to construct the project as designed Missouri American Water Company must relocate existing water facilities, located in private easements, along Schoettler Road; and,

WHEREAS, in order to proceed with the project, the City needs to enter into a Utility Attachment Agreement with the Missouri American Water Company; and,

WHEREAS, the City Council of Chesterfield, Missouri, after careful consideration of the matter and thorough discussion with the City's attorney, desires to authorize the City Administrator of Chesterfield to enter into a Utility Attachment Agreement similar in form to that attached as Exhibit 2;

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

Section 1. The City Council of the City of Chesterfield hereby authorizes and directs the City Administrator to act on behalf of the City of Chesterfield to enter into an agreement with the Missouri American Water Company relative to the utility relocation for the reconstruction of the Schoettler Road Bridge over Creve Coeur Creek, in a form substantially similar to that attached hereto as Exhibit 2.

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

Passed and approved this _____ day of _____, 2016

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 11/7/2014

EXHIBIT 2

**CITY OF CHESTERFIELD, MISSOURI
UTILITY ATTACHMENT AGREEMENT**

THIS AGREEMENT is made by and between Missouri American Water (hereinafter, "Company") and the City of Chesterfield (hereinafter, "City").

WITNESSETH:

WHEREAS, the City proposes to construct and improve a section of roadway designated as Job No. BRM-5410(623), Schoettler Rd., St. Louis County, in the vicinity of Creve Coeur Creek in accordance with certain road plans on file in the office of the County Clerk of St. Louis County, Missouri.

WHEREAS, the Company has requested the City to include in the design plans and construction contract, provisions for a utility attachment on Bridge No. 07930041 which is located in Chesterfield, MO and carries Schoettler Rd. over Creve Coeur Creek.

WHEREAS, the City acknowledges that the construction of the project will cause the Company the loss of its' existing 8" water main crossing Creve Coeur Creek adjacent to the southwest side of the existing Schoettler Rd. structure over Creve Coeur Creek.

WHEREAS, lack of right of way at the Schoettler Rd structure creates a need and will necessitate the construction of an attachment to the bridge of a new water main (hereinafter, "bridge attachment") thereon to Bridge No. 07930041.

WHEREAS, the Company, citing a need to improve its' system in the project area shall increase the main size from 8 inch to 12 inch. This will provide a betterment to the Company's system. The Company shall accept responsibility for the costs associated with this betterment.

WHEREAS, 125 feet of the 140 feet of the existing 8 inch main that will be affected by the project, are outside City right of way. The City agrees to take responsibility for the cost of relocating the portion of the main that is outside City right of way. The 125 feet outside of City right of way represent 89.29% of the overall relocation. The City shall pay 89.29% of the overall cost not including costs associated with the betterment. The Company shall pay 10.71% of the overall cost not including the betterment cost, plus all costs related to the betterment.

WHEREAS, the Company shall install the 12 inch main outside of the limits of the bridge attachment. The City is willing to provide the design and construction of the said bridge attachment.

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

(1) COSTS: The **Company** does hereby agree as a consideration for the installation of the **bridge attachment** as herein set out, to pay the City a lump sum amount computed as follows:

(A) 10.71% of the actual construction contractors bid price for furnishing & placing the hanger system and placing the attached pipe furnished by the Company.

(2) PAYMENT PERIOD: The Company will be advised of the final lump sum amount due when the contract is awarded. Payment will be requested upon award of the contract and made in accordance with this Agreement and shall be made payable to the City. If the Company fails to make payment promptly upon notification from the City, the City may terminate this Agreement and the City may not include the attachment of the Company's facilities to Bridge No. 07930041 as part of City Project No. BRM-5410(623).

(3) PAYMENT ADJUSTMENTS: In the event of overruns or underruns in bid quantities during construction, adjustments in payments will be made in the form of additional billings to the **Company** or in refunds of the overpayments in the event of underruns.

(4) PERIOD OF PERFORMANCE: This Agreement shall be for a period of fifty (50) years, beginning with the date last written in this Agreement, or for the period of City maintenance of the bridge, whichever is of shorter duration. The City shall not be obligated to maintain said bridge solely for the benefit of the **Company** in the event of abandonment of said bridge for any cause.

(5) INSTALLATION: The **bridge attachment** shall be located on the bridge in accordance with approved plans marked "Exhibit A" attached and made a part of this Agreement. The City will construct the bridge attachment as part of the Schoettler Road Bridge Project. Subsequently, the **Company** shall maintain the **bridge attachment** and supporting equipment, at the expense of the **Company**, to the satisfaction of the City Engineer. Satisfactory maintenance shall be that which is mutually agreed upon by the parties. Should the maintenance not be satisfactory, the **Company** shall, immediately upon notice, do whatever is necessary to make the same satisfactory; and should the **Company** fail to do so within a reasonable time, the City may do whatever is necessary, in the opinion of the City Engineer, to make such construction, attachment, or maintenance satisfactory, or may cause said **bridge attachment** and supporting equipment to be removed entirely from the bridge, and in either such event the **Company** shall reimburse the City for the cost.

(6) REINSTALLATION OR REMOVAL: In the event of any repair, widening,

improvement, or reconstruction of the bridge or work on it, the City shall provide reasonable protection to the **bridge attachment** and supporting equipment. If necessary, the City may require the removal and reinstallation or relocation of the **bridge attachment** and supporting equipment, and the **Company** shall at its own expense remove, reinstall or relocate said conduit and supporting equipment in accordance with plans and specifications approved by the City, its engineer, successors or assigns. Should the City replace the bridge with a new structure, the **Company** may at its own expense place its **bridge attachment** and supporting equipment on such new bridge in accordance with plans and specifications approved by the City, with no additional charge to be made during the term of this Agreement, provided such new structure is not a part of the National System of Interstate and Defense Highways.

(7) TERMS OF AGREEMENT: The terms of this Agreement shall be subject to alteration under any law or laws of the State of Missouri which may be enacted after this Agreement takes effect relating to the location, maintenance, operation, or removal of public utility facilities within the right of way or on the structure of the state highways.

(8) ASSIGNMENT: The **Company** shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the City.

(9) INDEMNIFICATION: The **Company** shall defend, indemnify and hold harmless the City, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the **Company's** performance of its obligations under this Agreement.

(10) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the **Company** and the City.

(11) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of St. Louis County, Missouri.

(12) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The **Company** shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

[Remainder of Page Intentionally Left Blank. Signatures Appear of Following Page.]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the last date written below.

Executed by the Company the _____ day of _____, 20____.

Executed by the City the _____ day of _____, 20____.

CITY OF CHESTERFIELD

MISSOURI AMERICAN WATER
COMPANY

By _____

By _____

Title _____

Title _____

Attest:

Attest:

City Clerk

By _____

Title _____

Approved as to form:

Approved as to form:

City Attorney

Title _____

Ordinance No. _____

Seal

EXHIBIT "A"

City of Chesterfield, Missouri Schoettler Road Bridge Replacement at Creve Coeur Creek

BRM-5410(623) BRIDGE NO. 07930041

Construction Plans

SEPTEMBER, 2016

BURNS & McDONNELL PROJECT NO. 82790

LIST OF ABBREVIATIONS

ADJUST TO GRADE	(ATG)
ADJUST TO GRADE BY OTHERS	(ATG/O)
APPROXIMATELY	APPROX
BASELINE	BL
CENTERLINE	CL
CHAIN LINK FENCE	CLF
CONCRETE	CONC
DO NOT DESTROY	DNOST
EASEMENT	ESMT
ELEVATION	ELEV
EXISTING	EXIST
FLOWLINE	FL
HYDRAULIC GRADE LINE	HGL
OFFSET	OFF
POINT OF BEGINNING	POB
POINT OF ENDING	POE
PROPOSED	PROP
RIGHT OF WAY	ROW
STATION	STA
STRUCTURE	STRUCT
TEMPORARY CONSTRUCTION EASEMENT	(TCE)
TO BE ABANDONED	(TBA)
TO BE ABANDONED AND FILED	(TBA/F)
TO BE REMOVED	(TRM)
TO BE REMOVED AND REPLACED	(TRM/R)
TO BE REMOVED AND REPLACED BY UTILITIES	(TRM/R/U)
TRM REINFORCEMENT MAT	(RM)
USE IN PLACE	U
VOID	

CONVENTIONAL SIGN (USED IN PLANS)

DESCRIPTION	EXISTING	CONCRETE
RIGHT-OF-WAY		
PROPERTY LINE		
PERMANENT DRAINAGE EASEMENT		
TEMPORARY CONSTRUCTION EASEMENT		
UTILITY POLE (TYPE SPECIFIED)		
UNDERGROUND CONDUIT OR CABLE (TYPE SPECIFIED)		
TELEPHONE T-ELECTRIC		
UTILITY MANHOLE (TYPE SPECIFIED)		
1" TELEPHONE T-ELECTRIC MANHOLE		
WATER METER		
LIGHT STANDARD		
STORM SEWER / SANITARY ACCESS		
SANITARY SEWER MANHOLE		
SANITARY SEWER LATERAL		
GRATED INLET		
CURB OR ADA INLET		
LOCAT. OF NEW OR MOD. SHAMANE STRUCTURE		
ORANGE FLAT BOTTOM SIGN		
SLOPE LIMIT		
TREE OR SHRUB (DESIGNATE DIA. AND TYPE)		
FENCE		
BIOS		
SURROUND		
CONCRETE		

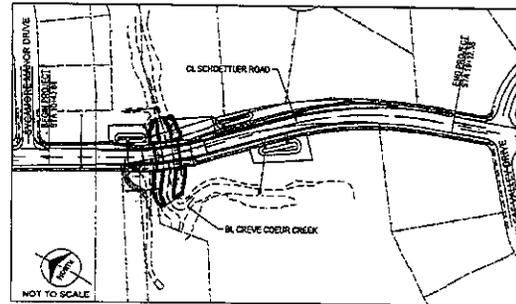
GENERAL NOTES:

- UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS AND INSPECTIONS. THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THAT OTHER EXISTING UTILITIES MAY BE PRESENT THE EXISTENCE OF WHICH IS PREVIOUSLY NOT KNOWN OR KNOWN. THE CONTRACTOR SHALL VERIFY THE EXISTENCE, LOCATION, AND DEPTH OF ALL EXISTING UTILITIES AND AVOID WHERE POSSIBLE.
- BEFORE OBTAINING A CONSTRUCTION PERMIT FROM THE METROPOLITAN ST. LOUIS SEWER DISTRICT, THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE THE DISTRICT WITH A COPY OF AN ENCLOSED CERTIFICATE OF INSURANCE INDICATING THAT THE CONTRACTOR HAS OBTAINED AND WILL MAINTAIN TO COMPLY WITH THE DISTRICT'S LIABILITY AND COMPREHENSIVE AUTO LIABILITY INSURANCE. THE REQUIREMENTS AND LIMITS SHALL BE AS STATED IN THE DISTRICT'S REGULATIONS AND ENGINEERING DESIGN REQUIREMENTS FOR SANITARY AND STORM WATER DRAINAGE FACILITIES, SECTION 95.000 (HEREINAFTER).

no.	date	by	chkd	description

BENCHMARKS USED IN PROJECT

12.755 - TOP OF OPEN CHAMFER AT S.E. QUADRANT OF INTERSECTION OF SCHOETTLE ROAD AND GREENLEAF VALLEY DRIVE, P.1-K IS LEASTING



SITE MAP



NOTE: BEFORE DIGGING, CONTRACTOR IS TO CALL MISSOURI ONE CALL SYSTEM AT 1-800-882-RTS TO VERIFY LOCATION AND DEPTHS OF EXISTING UNDERGROUND UTILITIES. EXISTING WATER AND SANITARY CONNECTIONS WILL NOT BE RECORDED WITH THIS WORK.



APPROVED: *James A. Eckrich*
James A. Eckrich, P.E.
Public Works Director

DATE: 10/3/2016

DESIGN CRITERIA

SCHOETTLE ROAD	
FUNCTIONAL CLASSIFICATION:	URBAN COLLECTOR
DESIGN YEAR:	2033
CURRENT ADT (YEAR):	7282 (2010)
DESIGN ADT (YEAR):	30,000 (2033)
DIRECTIONAL DISTRIBUTION (D):	50%
TRUCK PERCENTAGE (T):	5%
DESIGN SPEED (V):	(DESIGN) 45 MPH
POSTED SPEED (V):	(POSTED) 40 MPH

INDEX OF SHEETS

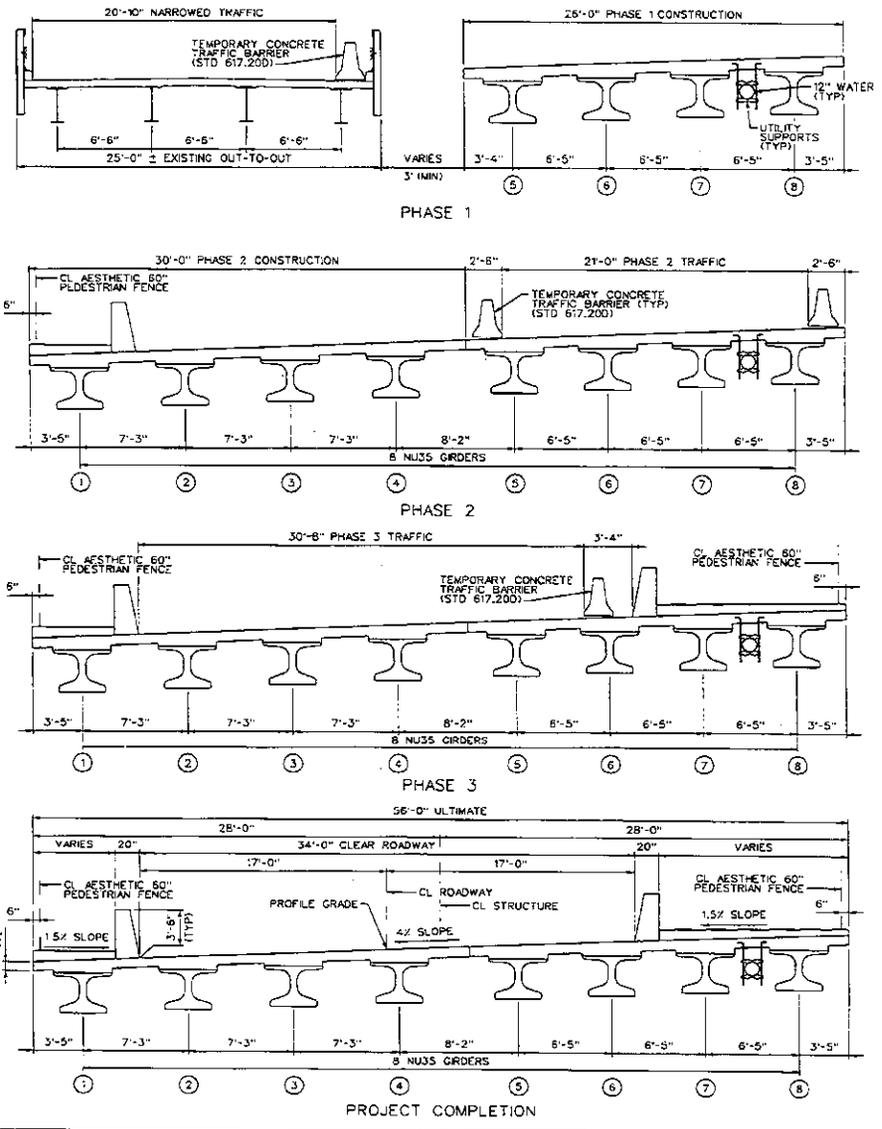
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2	QTY01	SUMMARY OF QUANTITIES SHEET
3-4	QTY02-QTY05	DETAILED QUANTITIES SHEETS
5	TSD1	TYPICAL SECTIONS SHEET
6-7	PLD-PLD2	PLAN SHEETS
8-9	PRO-PRO2	PROFILE SHEETS
10-19	BRD-BRD9	BRIDGE SHEETS
40-42	DRD-DRD3	SEWER PROFILE SHEETS
43-44	DAW-DAW2	DRAINAGE AREA MAP SHEETS
45-47	BAW-BAW3	BOROTENTION AREA SHEETS
48	BA04	BOROTENTION AREA SECTION SHEET
49	BA05	BOROTENTION LANDSCAPE SHEET
50	PA01	PAVEMENT MAINTENANCE SHEET
51-53	ECC-ECC3	EROSION CONTROL SHEETS
54-57	TCS-TCS4	TRAFFIC CONTROL SHEETS
58-68	XSM-XSM9	CROSS SECTION SHEETS

LOCATION MAP



CONFORM TO CITY OF CHESTERFIELD PUBLIC WORKS DEPARTMENT, MISSOURI

1 2 3 4 5 6 7 8 9 10 11 12 13



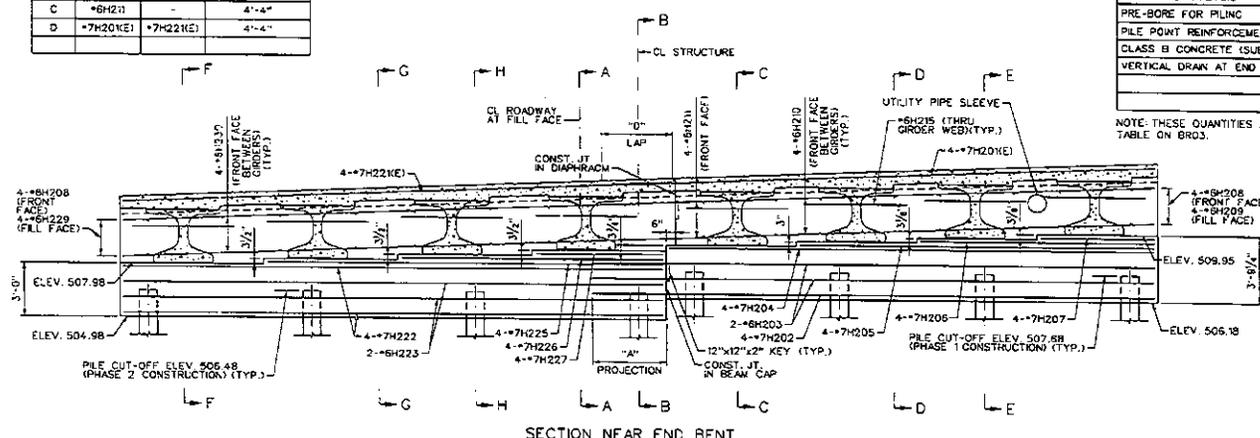
Scale for widening
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 1/4" = 3'-0"
 1/8" = 1'-0"
 1/16" = 6"-0"
 1/32" = 3"-0"
 1/64" = 1'-0"
 1/128" = 6"-0"
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LAP AND PROJECTION LENGTHS		
BAR 1	BAR 2	LENGTH
A	*7H202	4'-0"
A	*6H203	4'-0"
B	*6H209	3'-1"
C	*6H211	4'-4"
D	*7H20KE1	4'-4"

SUBSTRUCTURE QUANTITY TABLE FOR BENT NO. 2

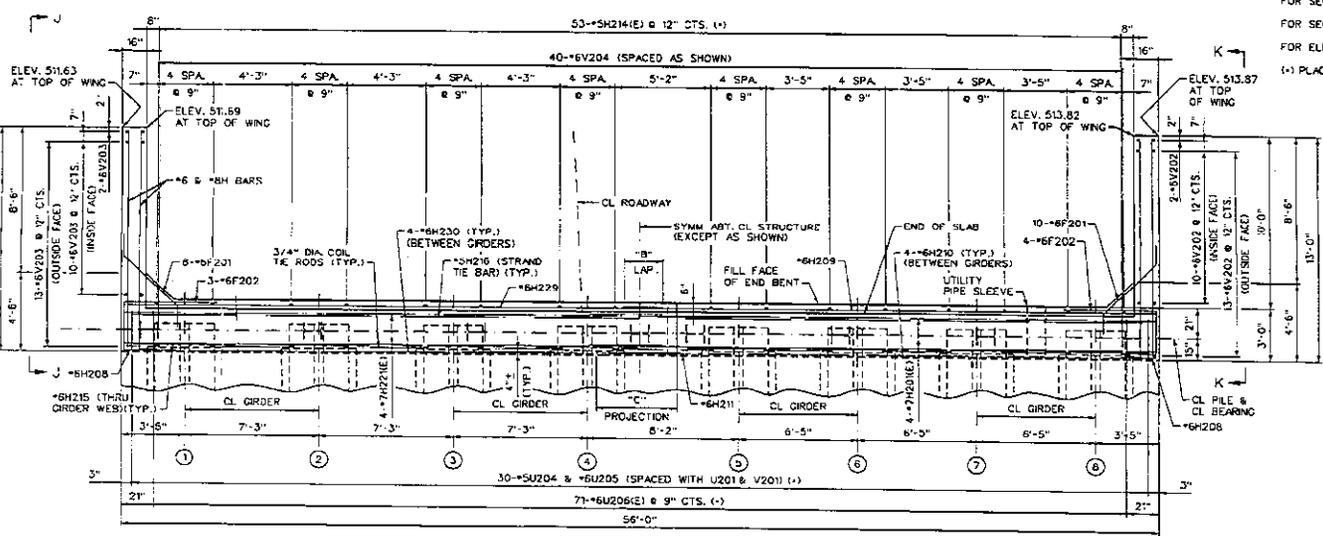
ITEM	QUANTITY	PHASE QUANTITY		TOTAL
		PHASE 1	PHASE 2	
CLASS 1 EXCAVATION		30	35	65
STRUCTURAL STEEL PILE (12 IN.)	LINEAR FOOT	84	80	164
PILE WAVE ANALYSIS	EACH			1
PRE-BORE FOR PILING	LINEAR FOOT	0	12	12
PILE POINT REINFORCEMENT	EACH	4	4	8
CLASS B CONCRETE (SUBSTRUCTURE)	CU. YARD	12.1	12.8	24.9
VERTICAL DRAIN AT END BENTS	EACH			1

NOTE: THESE QUANTITIES ARE INCLUDED IN THE ESTIMATED QUANTITIES TABLE ON BR03.



SECTION NEAR END BENT

- NOTES:
- FOR REINFORCEMENT OF SAFETY BARRIER CURBS, SEE BR23.
 - FOR DETAILS OF VERTICAL DRAIN AT END BENT, SEE BR14.
 - BEND F201 BARS IN FIELD TO CLEAR GIRDERS.
 - ALL CONCRETE IN THE END BENT ABOVE TOP OF BEAM AND BELOW TOP OF SLAB SHALL BE CLASS 9-2.
 - FOR DETAILS OF APPROACH SLAB, SEE BR27.
 - STRANDS AT END OF THE GIRDER SHALL BE FIELD BENT OR, IF NECESSARY, CUT IN FIELD TO MAINTAIN 1/2" MINIMUM CLEARANCE TO FILL FACE OF END BENT.
 - FOR LOCATION OF COIL TIE RODS, #2H216 (STRAND TIE BAR) AND #6H215 (THRU GIRDER WEB) SEE BR16 & BR17.
 - FOR SECTIONS A-A, B-B, C-C, D-D & E-E, SEE BR12.
 - FOR SECTIONS F-F, G-G & H-H, SEE BR13.
 - FOR ELEVATIONS J-J & K-K, SEE BR12.
 - (-) PLACED NORMAL TO BENT



PLAN AT TOP OF SLAB (TEMPORARY SHORING NOT SHOWN)

no. date by ckd description

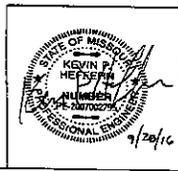
BRIDGE NUMBER: 07500541



date 10-23-2015 detailed A. Smith
 designed K. Hoffert checked J. Stevenson



CITY OF CHESTERFIELD
 SCHOETTLER ROAD BRIDGE REPLACEMENT
 END BENT 2
 PLAN AND ELEVATION



project 82790 drawing BRM-5410(623)
 sheet 10 of 57
 BR10 rev. 0
 Date: 9/20/16

BILL NO. 3122

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI, DECLARING CERTAIN IMPROVEMENTS OF THE BROADMOOR CONDOMINIUMS NEIGHBORHOOD IMPROVEMENT DISTRICT COMPLETE, AUTHORIZING THE LEVY OF SPECIAL ASSESSMENTS UPON BENEFITTED PROPERTY IN SAID DISTRICT, PROVIDING FOR THE TERMS AND CONDITIONS OF SAID SPECIAL ASSESSMENT AND OTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Chesterfield, Missouri (the "City"), is authorized and empowered pursuant to the Neighborhood Improvement District Act, Sections 67.453 to 67.475 of the Revised Statutes of Missouri, as amended (the "NID Act"), to establish a neighborhood improvement district when a proper petition has been signed by the owners of record of at least two-thirds by area of all real property located within the proposed district and filed with the city clerk; and

WHEREAS, such a proper petition was filed with the City Clerk of Chesterfield, Missouri, on March 17, 2015 (the "Petition"), pursuant to the NID Act, proposing the creation of the Broadmoor Condominiums Neighborhood Improvement District (the "District"), described in more detail in the Petition; and

WHEREAS, the City Council of the City reviewed the Petition proposing the creation of the District for the purpose of replacing streets and parking lots within the boundaries of the proposed District and carrying out the Broadmoor Condominiums Neighborhood Improvement District Improvement Project (the "Improvements"); and

WHEREAS, on August 3, 2015, pursuant to Ordinance No. 2857, the City Council established the District, determined the scope of the Improvements at an estimated cost of \$1.5 million and directed the plans and specifications for the Improvements be prepared; and

WHEREAS, plans and specifications for the Improvements, including an estimated cost, were submitted to the City; and

WHEREAS, on April 20, 2016, pursuant to Resolution No. 421, the City Council accepted the plans and specifications and ordered the preparation of a proposed assessment roll for the Improvements, called a public hearing to consider the proposed Improvements and proposed assessment roll and directed the City Clerk to give notice of such public hearing; and

WHEREAS, a proposed assessment roll (the "Assessment Roll") was prepared and filed with the City Clerk on April 21, 2016; and

WHEREAS, the plans and specifications for the Improvements, including an estimated cost, were submitted to the City Council, and the Assessment Roll was prepared and, pursuant to notice duly given, a hearing was held on the proposed Improvements and the Assessment Roll on May 2, 2016; and

WHEREAS, following the public hearing on May 2, 2016, Ordinance 2890 was passed accepting the bid from Amcon Municipal Concrete not to exceed \$1,515,000 for the plans and specifications to construct the improvements and the Assessment Roll was accepted as presented.

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

Section 1. Completion of Improvements. The Improvements have been completed in accordance with approved plans and specifications. The final cost of the portion of said Improvements and related costs to be paid by special assessment shall be \$1,301,750 which does not exceed the total Improvement costs of \$1,515,000 authorized by Ordinance 2890.

Section 2. Assessment of Costs of Project. The final costs for project are outlined in **Exhibit A**, attached hereto and incorporated by reference. And the Assessment Roll/Property Owner Listing is set forth in **Exhibit A2**. The cost of the Improvements shall be assessed as set forth on **Exhibit A** against each parcel of property or each lot located within the District. Said final Assessment Roll supplements and amends the Assessment Roll attached to Ordinance 2890.

Section 3. Notice of Assessment. Upon the adoption of this ordinance (this "Ordinance"), the Finance Director shall mail a notice in substantially the form attached hereto as **Exhibit B**, to each property owner within the District which sets forth a description of each parcel of real property to be assessed which is owned by such owner, the special assessment assigned to such property, and a statement that the property owner may pay such assessment in full after the date of adoption of this Ordinance until January 31, 2017. Otherwise, such owner shall pay such assessment in substantially equal annual installments from December 31, 2017 to December 31, 2036 as provided in Section 4 herein.

The moneys collected from these special assessments that are paid in substantially equal annual installments from December 31, 2017 to December 31, 2036 shall be used to reimburse the City for amounts advanced to fund the Improvements.

Section 4. Collection of Assessments. The City Clerk, in the same manner and at the same time as other ad valorem taxes are certified, shall certify for a period of 20 years, all of the assessments that have not been paid in full by December 31, 2017 as set forth above, together with the interest rate of 4.0% per annum and collection fees, late payment fees and penalties, if any, and such amounts so certified shall be levied and collected with the assessment and levy for each year being a portion of the principal amount of the total assessments plus one year's interest on the unpaid assessments at 4.0% per annum.

Section 5. Recording. This Ordinance, including the final assessment roll for the Improvements, is authorized and directed to be filed with the City Clerk and the Finance Division.

Section 6. Severability. The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional, ultra vires or void for any reason by a decree or judgment of a court of competent jurisdiction, such judgment or decree shall not affect any of the remaining sections, paragraphs, sentences, clauses or phrases of this Ordinance.

Section 7. Further Authorization and Direction. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance including, but not limited to, preparation of all appropriate legal and financing documents necessary to effect the assessment of the costs of the Improvements.

Section 8. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed and approved this _____ day of _____, 2016.

PRESIDING OFFICER

MAYOR – BOB NATION

ATTEST:

CITY CLERK

First Reading Held: _____

EXHIBIT A

FINAL PROJECT COST CALCULATIONS

Broadmoor NID Payment Schedule

Rate		4.0%
Amount	\$	1,301,750
Owners		216
Total Annual Payment	\$	95,785.05
Annual Per owner	\$	443.45
Total Per Owner	\$	8,868.99
To Pay off early	\$	6,026.62

Project Costs	Proposed	Actual	Difference
Amcon Concrete	\$ 1,303,428	\$ 1,212,159	\$ 91,269
Schedule Incentive	13,000	-	13,000
Contingency	83,572	1,800	81,772
Inspection & Testing	35,000	7,791	27,209
Administrative	40,000	40,000	-
Legal	40,000	40,000	-
Total Cost	\$ 1,515,000	\$ 1,301,750	\$ 213,250

Property owners within the boundaries of the Broadmoor Condominiums Neighborhood Improvement District shall have the option to pay a one-time fee of \$6,026.62 by January 31, 2017 or they can pay \$443.45 annually for 20 years. Under the second option, payments would be due by December 31, 2017 through December 31, 2036, which total \$8,869, including interest over the 20-year period.

EXHIBIT A2

ASSESSMENT ROLL/LIST OF PROPERTIES ASSESSED

	LOCATOR	OWNER_NAME	PROP_ADD	OWN_ADD	OWN_CITY	OWN_STATE	OWN_ZIP
1	20R110120	GERBER SUSANNE J LIVING TRUST	14979 GREEN CIRCLE DR	14979 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
2	20R110139	WEITZEL STEVE ETAL	14975 GREEN CIRCLE DR	14975 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
3	20R110148	BERTSCH PHILIP & LY BONG H/W	14971 GREEN CIRCLE DR	14971 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
4	20R110157	BAKER THERESA M	14967 GREEN CIRCLE DR	14967 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
5	20R120093	BULTE RAYMOND H & JOYCE L H/W	2415 BROADMONT DR	2415 BROADMONT DR	CHESTERFIELD	MO	63017
6	20R120103	KOENIG JERRY & LINDA H/W	2411 BROADMONT DR	2411 BROADMONT DR	CHESTERFIELD	MO	63017
7	20R120112	RICHARDS JONATHAN B	2407 BROADMONT DR	P O BOX 6695	CHESTERFIELD	MO	63006
8	20R120121	BELLO DOROTHY J	2403 BROADMONT DR	2403 BROADMONT DR	CHESTERFIELD	MO	63017
9	20R120130	ZIERVOGEL MARY C TRUSTEE	2388 BROADMONT CT	2388 BROADMONT CT	CHESTERFIELD	MO	63017
10	20R120149	BATTRAM GREGORY	2408 BROADMONT DR	2408 BROADMONT DR	CHESTERFIELD	MO	63017
11	20R120158	BOSWELL D PAUL & P VERNIECE H/W	2365 BROADMONT CT	2365 BROADMONT CT	CHESTERFIELD	MO	63017
12	20R120167	JORDAN CATHERINE J & THOMAS E W/H	2361 BROADMONT CT	2361 BROADMONT CT	CHESTERFIELD	MO	63017
13	20R120176	BURRIS KITTIE M	2357 BROADMONT CT	2357 BROADMONT CT	CHESTERFIELD	MO	63017
14	20R120185	DENNIS JEAN CONRATH	2353 BROADMONT CT	2353 BROADMONT CT	CHESTERFIELD	MO	63017
15	20R120194	PEREZ JULIO E ETAL J/T	2377 BROADMONT CT	2377 BROADMONT CT	CHESTERFIELD	MO	63017
16	20R120204	ROZIER FRANCESJANE TRUSTEE	2373 BROADMONT CT	2373 BROADMONT CT	CHESTERFIELD	MO	63017
17	20R120213	MARTY KEITH A & DIANA J REVOCABLE LIVING	14943 GREEN CIRCLE DR	14943 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
18	20R120222	KANE JANE ERICA	2393 BROADMONT CT	2393 BROADMONT CT	CHESTERFIELD	MO	63017
19	20R120231	OAK INVESTMENT PARTNERS LTD	2389 BROADMONT CT	RUA WALDEMAR FALCAO 870 APT 1602	CANDEAL SALVADOR	BRAZIL	
20	20R120240	RUIZ LIVING TRUST C/O JOHN R RUIZ &	2385 BROADMONT CT	2385 BROADMONT CT	CHESTERFIELD	MO	63017
21	20R120259	SPALDING ROBERT K PAULINE N H/W	2381 BROADMONT CT	2381 BROADMONT CT	CHESTERFIELD	MO	63017
22	20R120268	THOMPSON GORDON C MARETA G H/W	14955 GREEN CIRCLE DR	14955 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
23	20R120277	FIELDS SUSAN L	14951 GREEN CIRCLE DR	14951 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
24	21R430706	CAIN JOAN TRUSTEE	15046 CLAYMOOR CT 4	15046 CLAYMOOR CT # 4	CHESTERFIELD	MO	63017
25	21R430715	WALSHAUSER ANDREA	15046 CLAYMOOR CT 5	15046 CLAYMOOR CT 5	CHESTERFIELD	MO	63017
26	21R430724	MOCCIOLA MIMI J	15046 CLAYMOOR CT 6	15046 CLAYMOOR CT UNIT 6	CHESTERFIELD	MO	63017
27	21R430733	MCCANCE COLIN D & JEANIE SPOUSE/TE	15046 CLAYMOOR CT 10	2134 TERRIMILL TER	CHESTERFIELD	MO	63017
28	21R430742	P120612C	15046 CLAYMOOR CT 11	P O BOX 1409	JEFFERSON CITY	MO	65102
29	21R430751	MOLDANE MERYLE G	15046 CLAYMOOR CT 12	15046 CLAYMOOR CT # 12	CHESTERFIELD	MO	63017
30	21R430760	FISHMAN MICHAEL L & DELENA JAMISON H/W	15046 CLAYMOOR CT 16	15046 CLAYMOOR CT # 16	CHESTERFIELD	MO	63017
31	21R430779	FEATHERSTONE RUTH L	15046 CLAYMOOR CT 17	15046 CLAYMOOR CT 17	CHESTERFIELD	MO	63017
32	21R430788	VORIS MARILYN E	15046 CLAYMOOR CT 18	15046 CLAYMOOR CT # 18	CHESTERFIELD	MO	63017
33	21R430816	DEISS RITA L	15055 GREEN CIRCLE DR	15055 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
34	21R430825	PAAP HEIDI C	15051 GREEN CIRCLE DR	15051 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
35	21R430834	MEYER ROBERT W VERA J H/W TRUSTEES	15047 GREEN CIRCLE DR	15047 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
36	21R430843	GOMEZ CESAR A & MARIE R H/W TRUSTEE	15031 GREEN CIRCLE DR	15031 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
37	21R430852	SENCI PETER W & PIROSKA TRUSTEES	15073 GREEN CIRCLE DR	15073 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
38	21R430861	STEVENS EDWARD & MELITA H/W	15069 GREEN CIRCLE DR	14547 TRAMORE DR	CHESTERFIELD	MO	63017
39	21R430870	REED JOHN JR	15065 GREEN CIRCLE DR	15065 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
40	21R430889	SCHNEIDER RUDY H	15061 GREEN CIRCLE DR	15061 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
41	21R430898	WYNN JAMES P CAROL J H/W	15094 GREEN CIRCLE DR	15094 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
42	21R430908	PAPPAS STEPHANIE D	15090 GREEN CIRCLE DR	15090 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
43	21R430917	ROBERT L & JANET E JONES TRUST THE	15080 GREEN CIRCLE DR	15080 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
44	21R430926	HOWARD RAMONA G LIVING TRUST	15084 GREEN CIRCLE DR	15084 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
45	21R430935	NEFF JUDY K DECLARATION OF TRUST	15058 GREEN CIRCLE DR	15058 GREEN CIRCLE DR	CHESTERFIELD	MO	63017

	LOCATOR	OWNER_NAME	PROP_ADD	OWN_ADD	OWN_CITY	OWN_STATE	OWN_ZIP
46	21R430944	ANDERSON SANDRA L	15062 GREEN CIRCLE DR	15062 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
47	21R430953	GEE MARY E REVOCABLE TRUST	15066 GREEN CIRCLE DR	15066 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
48	21R430962	VESCOVO ROBERT E SR & JOELLA REVOCABLE	2357 GREEN CIRCLE CT	2357 GREEN CIRCLE CT	CHESTERFIELD	MO	63017
49	21R430971	ABELL RICHARD G	2353 GREEN CIRCLE CT	2353 GREEN CIRCLE CT	CHESTERFIELD	MO	63017
50	21R430980	BECKER CYNTHIA L	2349 GREEN CIRCLE CT	2349 GREEN CIRCLE CT	CHESTERFIELD	MO	63017
51	21R430999	GREENE RONALD L	2345 GREEN CIRCLE CT	2345 GREEN CIRCLE CT 4	CHESTERFIELD	MO	63017
52	21R431008	METROULAS MICHAEL	2341 GREEN CIRCLE CT	2341 GREEN CIRCLE CT	CHESTERFIELD	MO	63017
53	21R431017	BROOKS VICKI A	2367 GREEN CIRCLE CT	2367 GREEN CIRCLE CT	CHESTERFIELD	MO	63017
54	21R431026	RESLER PAUL E MARION M H/W	2363 GREEN CIRCLE CT	2363 GREEN CIRCLE CT	CHESTERFIELD	MO	63017
55	21R431035	HARRIS ELEANOR D	2379 GREEN CIRCLE CT	2379 GREEN CIRCLE CT	CHESTERFIELD	MO	63017
56	21R431044	RUTLEDGE JAMES E JR & LINDA M H/W	2375 GREEN CIRCLE CT	2375 GREEN CIRCLE CT	CHESTERFIELD	MO	63017
57	21R431053	HOECHLER SANDRA C REVOCABLE LIVING TRUST	2391 GREEN CIRCLE CT	761 STONE CANYON CT	BALLWIN	MO	63021
58	21R431062	KILLION HENRIETTA G	2387 GREEN CIRCLE CT	2387 GREEN CIRCLE CT	CHESTERFIELD	MO	63017
59	21R431091	ZUBER SEAN C & TERRY L H/W	15049 CLAYMOOR CT 1	15049 CLAYMOOR CT 1	CHESTERFIELD	MO	63017
60	21R431109	LITWICKI STEPHEN J & JUDITH A H/W	15049 CLAYMOOR CT 2	15049 CLAYMOOR CT # 2	CHESTERFIELD	MO	63017
61	21R431118	ARNOLD MARTHA TRUST	15049 CLAYMOOR CT	15049 CLAYMOOR CT UNIT 3	CHESTERFIELD	MO	63017
62	21R431127	SAENZ MARY ELLEN	15049 CLAYMOOR CT 4	15049 CLAYMOOR CT 4	CHESTERFIELD	MO	63017
63	21R431136	STEFFAN GEORGE JOHN & MARY A REV LIV	15049 CLAYMOOR CT 5	459 LONDONDART DR UNIT 5	BALLWIN	MO	63011
64	21R431145	WILLIAM & BRENDA ERNST REVOC LIV TRUST	15049 CLAYMOOR CT 6	15049 CLAYMOOR CT UNIT 6	CHESTERFIELD	MO	63017
65	21R431154	HARRELL MICHAEL W & MICHELLE L H/W	15049 CLAYMOOR CT 7	17618 LASIANDRA DR	CHESTERFIELD	MO	63005
66	21R431163	POWELL LIVING TRUST	15049 CLAYMOOR CT 8	15049 CLAYMOOR CT 8	CHESTERFIELD	MO	63017
67	21R431172	SCHMITZ LILA E	15049 CLAYMOOR CT 9	15049 CLAYMOOR CT # 9	CHESTERFIELD	MO	63017
68	21R431181	ROBERTS KATHLEEN M	15049 CLAYMOOR CT 10	15049 CLAYMOOR CT 10	CHESTERFIELD	MO	63017
69	21R431190	HARTMAN ROSALIE V	15049 CLAYMOOR CT 11	15049 CLAYMOOR CT UNIT 11	CHESTERFIELD	MO	63017
70	21R431200	PLATIPODIS CHARLES ETAL	15049 CLAYMOOR CT 12	15049 CLAYMOOR CT # 12	CHESTERFIELD	MO	63017
71	21R431219	HUMME CAROL J	15049 CLAYMOOR CT 13	15049 CLAYMOOR CT UNIT 13	CHESTERFIELD	MO	63017
72	21R431228	KASPERSKI PATRICIA ANNE	15049 CLAYMOOR CT 14	15049 CLAYMOOR CT # 14	CHESTERFIELD	MO	63017
73	21R431237	SWAN MARY LOUISE	15049 CLAYMOOR CT 15	600 MEDICAL DR	WENTZVILLE	MO	63385
74	21R431246	WOLF PATRICIA A	15049 CLAYMOOR CT 16	15049 CLAYMOOR CT 16	CHESTERFIELD	MO	63017
75	21R431255	YOUNGER DORIS L & HENRY W H/H	15049 CLAYMOOR CT 17	15049 CLAYMOOR CT # 17	CHESTERFIELD	MO	63017
76	21R431264	FOUNTAIN SHARON & GLEN H/H	15049 CLAYMOOR CT 18	17308 TWIN RIDGE CT	SILVER SPRING	MD	20905
77	21R431329	SURKAMP THOMAS E & DIANA R H/W	15021 CLAYMOOR CT 1	15021 CLAYMOOR CT # 1	CHESTERFIELD	MO	63017
78	21R431338	IBUR BETTY TRUSTEE	15021 CLAYMOOR CT 2	15021 CLAYMOOR CT 2	CHESTERFIELD	MO	63017
79	21R431347	BIRNER CONDOMINIUM REVOCABLE TRUST	15021 CLAYMOOR CT	9825 FM 2920	TOMBALL	TX	77375
80	21R431356	BRYANT SHARON L & TERRY L H/H	15021 CLAYMOOR CT 4	15021 CLAYMOOR CT UNIT 4	CHESTERFIELD	MO	63017
81	21R431365	SCHULER LEE J & JUDITH E H/W	15021 CLAYMOOR CT 5	15021 CLAYMOOR CT # 5	CHESTERFIELD	MO	63017
82	21R431374	ROCK VENTURES LLC	15021 CLAYMOOR CT	15021 CLAYMOOR CT UNIT 6	CHESTERFIELD	MO	63017
83	21R431383	MOELLER JOHN W & PATRICIA A H/W	15021 CLAYMOOR CT 7	15021 CLAYMOOR CT UNIT 7	CHESTERFIELD	MO	63017
84	21R431392	KAGAN ANDREW A JAYNE M H/W	15021 CLAYMOOR CT 8	15021 CLAYMOOR CT 8	CHESTERFIELD	MO	63017
85	21R431402	ELLIS MARK & SANDY QUALIFIED SPOUSAL TR	15021 CLAYMOOR CT 9	17 JENNYCLIFFE LN 9	CHESTERFIELD	MO	63005
86	21R431411	CATANZARO GABRIELA A	15021 CLAYMOOR CT 10	396 PALERMO DR	BALLWIN	MO	63021
87	21R431420	NIELSEN SUZANNE W	15021 CLAYMOOR CT 11	15021 CLAYMOOR CT 11	CHESTERFIELD	MO	63017
88	21R431439	YANSEN KATHRYN E TRUSTEE	15021 CLAYMOOR CT 12	229 BOUNTIFUL POINTE CIR	GROVER	MO	63040
89	21R431448	HENDERSON REYNOLDS J & MARGARET V	15021 CLAYMOOR CT 13	15021 CLAYMOOR CT 13	CHESTERFIELD	MO	63017
90	21R431457	KERSTING RICHARD N & NANCY D H/W	15021 CLAYMOOR CT 14	15021 CLAYMOOR CT # 14	CHESTERFIELD	MO	63017

	LOCATOR	OWNER_NAME	PROP_ADD	OWN_ADD	OWN_CITY	OWN_STATE	OWN_ZIP
91	21R431466	BUHR HENRY E SR TRUSTEE ETAL	15021 CLAYMOOR CT 15	15021 CLAYMOOR CT 15	CHESTERFIELD	MO	63017
92	21R431475	REIDY MARY C TRUSTEE	15021 CLAYMOOR CT 16	15021 CLAYMOOR CT 16	CHESTERFIELD	MO	63017
93	21R431484	LOBKO AUDREY M ETAL	15021 CLAYMOOR CT 17	15021 CLAYMOOR CT # 17	CHESTERFIELD	MO	63017
94	21R431493	ONEILL LUNT JOAN	15021 CLAYMOOR CT 18	15021 CLAYMOOR CT # 18	CHESTERFIELD	MO	63017
95	21R431503	OBERMAN MARK & JANE S H/W	15093 GREEN CIRCLE DR	15093 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
96	21R431512	KLOHMANN RICHARD H HELEN W H/W	15089 GREEN CIRCLE DR	15089 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
97	21R431521	BORAZ MITCH	15085 GREEN CIRCLE DR	15085 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
98	21R431530	GC NAPLES FUTURE LLC	15081 GREEN CIRCLE DR	6075 PELICAN BLVD PH-C	NAPLES	FL	34108
99	21R431558	OLIVER JANE W REVOCABLE TRUST	2350 CLAYMOOR DR	2350 CLAYMOOR DR	CHESTERFIELD	MO	63017
100	21R431567	TEBBE JANE E	2354 CLAYMOOR DR	2354 CLAYMOOR DR	CHESTERFIELD	MO	63017
101	21R431576	GARVIN AMELIA M TRUSTEE	2358 CLAYMOOR DR	2358 CLAYMOOR DR	CHESTERFIELD	MO	63017
102	21R431585	KESSLER GERALD NATALIE S H/W TRUSTEES	2362 CLAYMOOR DR	2362 CLAYMOOR DR	CHESTERFIELD	MO	63017
103	21R431594	SULZER ROGER J REVOC TRUST ETAL	2338 CLAYMOOR DR	2338 CLAYMOOR DR	CHESTERFIELD	MO	63017
104	21R431604	BABU AJIT N & MADHU S H/W	2342 CLAYMOOR DR	2342 CLAYMOOR DR	CHESTERFIELD	MO	63017
105	21R431613	PYLE FAMILY TRUST	2326 CLAYMOOR DR	2326 CLAYMOOR DR	CHESTERFIELD	MO	63017
106	21R431622	HOF STEPHANIE	2330 CLAYMOOR DR	2330 CLAYMOOR DR	CHESTERFIELD	MO	63017
107	21R431631	ORTH ROBERT L & MARGOT J H/W TRS	2316 CLAYMOOR DR	1126 SAN MATEO DR	PUNTA GORDA	FL	33950
108	21R431640	SHELKER CAROL JEAN REVOCABLE TRUST	2320 CLAYMOOR DR	2320 CLAYMOOR DR	CHESTERFIELD	MO	63017
109	21R431659	LEONHARDT JACQUELINE J TRUSTEE	2302 CLAYMOOR DR	2302 CLAYMOOR DR	CHESTERFIELD	MO	63017
110	21R431668	HORNER MICHELE D	2306 CLAYMOOR DR	2306 CLAYMOOR DR	CHESTERFIELD	MO	63017
111	21R431677	BGB HOMES	2310 CLAYMOOR DR	2459 INDIAN TREE CIR	GLENCOE	MO	63038
112	21R431686	STROOT FRANK & CLARA H/W	2369 CLAYMOOR DR	2369 CLAYMOOR DR	CHESTERFIELD	MO	63017
113	21R431695	HUANG KEUILAN H	2365 CLAYMOOR DR	2365 CLAYMOOR DR	CHESTERFIELD	MO	63017
114	21R431705	ANDERSON JAMES C III TR ETAL	2361 CLAYMOOR DR	2361 CLAYMOOR DR	CHESTERFIELD	MO	63017
115	21R431714	BARNES BOB O CAROL L H/W TRUSTEES	2357 CLAYMOOR DR	2357 CLAYMOOR DR	CHESTERFIELD	MO	63017
116	21R431723	LEWIS MICHAEL & PATTI H/W	15005 GREEN CIRCLE DR	15005 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
117	21R431732	GUNNING THOMAS E & JEFFALENE L H/W	2387 CLAYMOOR DR	2387 CLAYMOOR DR	CHESTERFIELD	MO	63017
118	21R431741	RUSSELL KENNETH R & CARALYNNE H/W	2383 CLAYMOOR DR	2383 CLAYMOOR DR	CHESTERFIELD	MO	63017
119	21R431750	JANIK ANGELA M	2379 CLAYMOOR DR	2379 CLAYMOOR DR	CHESTERFIELD	MO	63017
120	21R431769	BARON RICHARD E & JANET E H/W	2375 CLAYMOOR DR	2375 CLAYMOOR DR	CHESTERFIELD	MO	63017
121	21R431778	FLYNN MICHAEL W & DEBORAH MICHELE	15009 CLAYMOOR CT 1	15009 CLAYMOOR CT 1	CHESTERFIELD	MO	63017
122	21R431787	SANDERS BERT C JR & E SUE H/W	15009 CLAYMOOR CT 2	15009 CLAYMOOR CT # 2	CHESTERFIELD	MO	63017
123	21R431796	SHERMAN SUZANNE ETAL J/T	15009 CLAYMOOR CT 3	15009 CLAYMOOR CT # 3	CHESTERFIELD	MO	63017
124	21R431806	SHAPIRO SYLVIA	15009 CLAYMOOR CT 4	15009 CLAYMOOR CT 4	CHESTERFIELD	MO	63017
125	21R431815	SCISSORS ROBERT I & SAUNDRA L H/W TRS	15009 CLAYMOOR CT 5	15009 CLAYMOOR CT # 5	CHESTERFIELD	MO	63017
126	21R431824	DAVIS SARA J	15009 CLAYMOOR CT 6	15009 CLAYMOOR CT UNIT 6	CHESTERFIELD	MO	63017
127	21R431833	CASEY MARY P	15009 CLAYMOOR CT 7	15009 CLAYMOOR CT # 7	CHESTERFIELD	MO	63017
128	21R431842	GUMMERSBACH JOSEPH A & KAREN H/W	15009 CLAYMOOR CT 8	15009 CLAYMOOR CT # 8	CHESTERFIELD	MO	63017
129	21R431851	DOMINGUEZ OSCAR R	15009 CLAYMOOR CT 9	RIO GRIJALBA 367	FRACC RIO NUEVO	MEXICO	59684
130	21R431860	ARCHER DOLORES F	15009 CLAYMOOR CT 10	15009 CLAYMOOR CT 10	CHESTERFIELD	MO	63017
131	21R431879	JEFFRIES DEAN & BARBARA J HANEY H/W	15009 CLAYMOOR CT 11	15009 CLAYMOOR CT UNIT 11	CHESTERFIELD	MO	63017
132	21R431888	BALDWIN GEORGE & JANICE H/W	15009 CLAYMOOR CT 12	15009 CLAYMOOR CT UNIT 12	CHESTERFIELD	MO	63017
133	21R431897	SCHNEIDER MATTHEW W	15009 CLAYMOOR CT 13	15009 CLAYMOOR CT 13	CHESTERFIELD	MO	63017
134	21R431907	LAROSE CHARLES G & LINDA D H/W	15009 CLAYMOOR CT 14	15009 CLAYMOOR CT # 14	CHESTERFIELD	MO	63017
135	21R431916	VASILJEVIC MILAN & JOZICA SPOUSE/TE	15009 CLAYMOOR CT 15	15009 CLAYMOOR CT # 15	CHESTERFIELD	MO	63017

LOCATOR	OWNER_NAME	PROP_ADD	OWN_ADD	OWN_CITY	OWN_STATE	OWN_ZIP
136 21R431925	SCHUMAN STEPHEN	15009 CLAYMOOR CT 16	15009 CLAYMOOR CT 16	CHESTERFIELD	MO	63017
137 21R431934	WARREN HAROLD L & LORRAINE H H/W	15009 CLAYMOOR CT 17	15009 CLAYMOOR CT # 17	CHESTERFIELD	MO	63017
138 21R431943	WOLF JEAN P LIVING TRUST	15009 CLAYMOOR CT 18	15009 CLAYMOOR CT # 18	CHESTERFIELD	MO	63017
139 21R440367	WEINMAN ELIZABETH G	14991 BROADMONT DR	14991 BROADMONT DR	CHESTERFIELD	MO	63017
140 21R440376	WOLTZEN E SIGRID & HERSCHEL E H/H TRUSTE	14987 BROADMONT DR	14987 BROADMONT DR	CHESTERFIELD	MO	63017
141 21R440385	BROWN JULIE L	14983 BROADMONT DR	14983 BROADMONT DR	CHESTERFIELD	MO	63017
142 21R440394	HOUSE DONALD L MADONNA M H/W	14979 BROADMONT DR	14979 BROADMONT DR	CHESTERFIELD	MO	63017
143 21R440404	ORR EDWIN SCOTT & CHERYL LYNN TRUST	14975 BROADMONT DR	23 N EIGHTH ST SUITE 417	COLUMBIA	MO	65201
144 21R440413	KONNEMAN LARRY D & JERRI D H/W	14971 BROADMONT DR	14971 BROADMONT DR	CHESTERFIELD	MO	63017
145 21R440422	LEAHY VIRGIL P & GENEVIEVE L H/W TRUSTEE	14967 BROADMONT DR	14967 BROADMONT DR	CHESTERFIELD	MO	63017
146 21R440431	LOMBARDO SHARON L & KENNETH P H/H J/T	14963 BROADMONT DR	14963 BROADMONT DR	CHESTERFIELD	MO	63017
147 21R440440	GRIFFIN JOHN J JR TRUSTEE	14959 BROADMONT DR	14959 BROADMONT DR	CHESTERFIELD	MO	63017
148 21R440459	MARSCHKE DARRYL E	14955 BROADMONT DR	14955 BROADMONT DR	CHESTERFIELD	MO	63017
149 21R440477	AMENDOLA MARGARET	15022 CLAYMOOR CT 1	15022 CLAYMOOR CT 1	CHESTERFIELD	MO	63017
150 21R440486	RICH MELVIN E GERALDINE N H/W TRUSTEES	15022 CLAYMOOR CT 2	15022 CLAYMOOR CT 2	CHESTERFIELD	MO	63017
151 21R440495	DI ROLLO FRANCESCA	15022 CLAYMOOR CT 3	15022 CLAYMOOR CT UNIT 3	CHESTERFIELD	MO	63017
152 21R440505	TOURKAKIS HOMER & HARRIET W H/W	15022 CLAYMOOR CT 4	15022 CLAYMOOR CT UNIT 4	CHESTERFIELD	MO	63017
153 21R440514	AMBIENT INVESTMENTS LLC	15022 CLAYMOOR CT 5	11500 OLIVE BLVD SUITE 240	SAINT LOUIS	MO	63141
154 21R440523	BRAUN ANTHONY G TRUSTEE ETAL	15022 CLAYMOOR CT 6	15022 CLAYMOOR CT UNIT 6	CHESTERFIELD	MO	63017
155 21R440532	REAL NORMA M LIVING TRUST	15022 CLAYMOOR CT 7	15022 CLAYMOOR CT 7	CHESTERFIELD	MO	63017
156 21R440541	LUSSKY JOHN W & CAROL S TRUSTEES	15022 CLAYMOOR CT 8	15022 CLAYMOOR CT 8	CHESTERFIELD	MO	63017
157 21R440550	WALTERS MICHAEL L ALONDA J H/W	15022 CLAYMOOR CT 9	15022 CLAYMOOR CT 9	CHESTERFIELD	MO	63017
158 21R440569	MORRISSEY FAMILY LEGACY TRUST	15022 CLAYMOOR CT 10	15022 CLAYMOOR CT # 10	CHESTERFIELD	MO	63017
159 21R440578	MILLER EDWARD M SR KAREN K H/W	15022 CLAYMOOR CT 11	15022 CLAYMOOR CT 11	CHESTERFIELD	MO	63017
160 21R440587	MILLER BARBARA B	15022 CLAYMOOR CT 12	15167 DENWOODS DR	CHESTERFIELD	MO	63017
161 21R440596	RAPP GEORGE W MARY SUE H/W ETAL J/T	15022 CLAYMOOR CT 13	15022 CLAYMOOR CT 13	CHESTERFIELD	MO	63017
162 21R440606	BORGERS JO ANN TRUST	15022 CLAYMOOR CT 14	2525 TURTLE CREEK BLVD APT 403	DALLAS	TX	75219
163 21R440615	REESE DEBORAH J	15022 CLAYMOOR CT 15	15022 CLAYMOOR CT # 15	CHESTERFIELD	MO	63017
164 21R440624	WITTE RICHARD H TRUSTEE	15022 CLAYMOOR CT 16	15022 CLAYMOOR CT 16	CHESTERFIELD	MO	63017
165 21R440633	GERBER JUDITH M TRUSTEE	15022 CLAYMOOR CT 17	15022 CLAYMOOR CT 17	CHESTERFIELD	MO	63017
166 21R440642	D & H HOLDINGS LLC	15022 CLAYMOOR CT 18	8507 HERRINGTON CT	PEVELY	MO	63070
167 21R440679	CLEMENTS RONALD E & DIANE M H/W	15038 CLAYMOOR CT	15038 CLAYMOOR CT # 1	CHESTERFIELD	MO	63017
168 21R440688	FISHMAN KAREN S	15038 CLAYMOOR CT 2	15038 CLAYMOOR CT # 2	CHESTERFIELD	MO	63017
169 21R440697	POVICH M MICHELE LIVING TRUST	15038 CLAYMOOR CT 3	15038 CLAYMOOR CT # 3	CHESTERFIELD	MO	63017
170 21R440707	SAWYER LIVING TRUST	15038 CLAYMOOR CT 4	15038 CLAYMOOR CT	CHESTERFIELD	MO	63017
171 21R440716	REICHARDT MARY ELIZABETH	15038 CLAYMOOR CT 5	15038 CLAYMOOR CT 5	CHESTERFIELD	MO	63017
172 21R440725	LAIBEN MARY CHRISTINE	15038 CLAYMOOR CT 6	15038 CLAYMOOR CT 6	CHESTERFIELD	MO	63017
173 21R440734	DOYLE LAUREN E	15038 CLAYMOOR CT 7	15038 CLAYMOOR CT 7	CHESTERFIELD	MO	63017
174 21R440743	SPALDING JOHN DAVID	15038 CLAYMOOR CT 8	15038 CLAYMOOR CT # 8	CHESTERFIELD	MO	63017
175 21R440752	FOERSTEL MARY BETH	15038 CLAYMOOR CT 9	15038 CLAYMOOR CT # 9	CHESTERFIELD	MO	63017
176 21R440761	ANDERSON REVOCABLE LIVING TRUST THE	15038 CLAYMOOR CT 10	829 CAMELIA LN	VERO BEACH	FL	32963
177 21R440770	SCHOOLEY JOHN H SR TRUSTEE ETAL	15038 CLAYMOOR CT 11	15038 CLAYMOOR CT UNIT 11	CHESTERFIELD	MO	63017
178 21R440789	MAURER DONNA	15038 CLAYMOOR CT 12	15038 CLAYMOOR CT # 12	CHESTERFIELD	MO	63017
179 21R440798	GARTHE JOAN TRUSTEE	15038 CLAYMOOR CT 13	15038 CLAYMOOR CT 13	CHESTERFIELD	MO	63017
180 21R440808	SINGER ABRAHAM ROBERT & JOANN H/W	15038 CLAYMOOR CT 14	15038 CLAYMOOR CT UNIT 14	CHESTERFIELD	MO	63017

	LOCATOR	OWNER_NAME	PROP_ADD	OWN_ADD	OWN_CITY	OWN_STATE	OWN_ZIP
181	21R440817	HELLER RANDALL L JR ETAL	15038 CLAYMOOR CT 15	15038 CLAYMOOR CT UNIT 15	CHESTERFIELD	MO	63017
182	21R440826	STRINKO GREGORY D TRUSTEE	15038 CLAYMOOR CT 16	15038 CLAYMOOR CT UNIT 16	CHESTERFIELD	MO	63017
183	21R440835	CLOYD CATHERINE JOSEPHINE TRUSTEE ETAL	15038 CLAYMOOR CT 17	15038 CLAYMOOR CT 17	CHESTERFIELD	MO	63017
184	21R440844	BARTON MARGARET R REVOCABLE LIVING TRUST	15038 CLAYMOOR CT 18	208 AMBRIDGE CT 302	CHESTERFIELD	MO	63017
185	21R440871	ANTRY JULIE & ROBERT DALE H/H	14963 GREEN CIRCLE DR	14963 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
1	21R440880	HERZOG PATRICIA M	14937 BROADMONT DR	14937 BROADMONT DR	CHESTERFIELD	MO	63017
2	21R440899	TROUT SUE ANN ETAL	2451 BROADMONT DR	2451 BROADMONT DR	CHESTERFIELD	MO	63017
3	21R440909	KOCH MARY H TRUSTEE	2447 BROADMONT DR	2447 BROADMONT DR	CHESTERFIELD	MO	63017
4	21R440918	LOWE TIMOTHY J & JANET G H/W	2439 BROADMONT DR	2439 BROADMONT DR	CHESTERFIELD	MO	63017
5	21R440927	DOLAN PATRICK H TRUSTEE	2435 BROADMONT DR	PO BOX 410914	SAINT LOUIS	MO	63141
6	21R440936	HEDLUND GLENN A & SHELLEY A H/W	2431 BROADMONT DR	2431 BROADMONT DR	CHESTERFIELD	MO	63017
7	21R440945	SAEMISCH FREDERICK C BOBBETTE B TRS	2427 BROADMONT DR	2427 BROADMONT DR	CHESTERFIELD	MO	63017
8	21R440972	JETER PHYLLIS J	2416 CLAYMOOR DR	2416 CLAYMOOR DR	CHESTERFIELD	MO	63017
9	21R440981	KLUGESHERZ ANN	2412 CLAYMOOR DR	2412 CLAYMOOR DR	CHESTERFIELD	MO	63017
10	21R440990	MCBRIDE ALLEN & CAROL H/W	2408 CLAYMOOR DR	2408 CLAYMOOR DR	CHESTERFIELD	MO	63017
11	21R441018	CARTER VIRGINIA B TRUSTEE	15046 CLAYMOOR CT 7	15046 CLAYMOOR CT # 7	CHESTERFIELD	MO	63017
12	21R441027	CAULK JASON & MICHELLE H/W	15046 CLAYMOOR CT 8	15046 CLAYMOOR CT 8	CHESTERFIELD	MO	63017
13	21R441036	BOSCHE JANE F	15046 CLAYMOOR CT 9	15046 CLAYMOOR CT 9	CHESTERFIELD	MO	63017
14	21R441045	REICHMAN RUTH TRUSTEE	15046 CLAYMOOR CT 13	15046 CLAYMOOR CT 13	CHESTERFIELD	MO	63017
15	21R441054	REZAK SARAJOAN TRUSTEE	15046 CLAYMOOR CT 14	15046 CLAYMOOR CT 14	CHESTERFIELD	MO	63017
16	21R441063	WELDE CRAIG J & JENNIFER L H/W	15046 CLAYMOOR CT 15	15046 CLAYMOOR CT UNIT 15	CHESTERFIELD	MO	63017
17	21R441072	YEWELL JUANITA L TRUSTEE	15046 CLAYMOOR CT 1	15046 CLAYMOOR CT 1	CHESTERFIELD	MO	63017
18	21R441081	SIEVERS RICHARD H MARGARET M H/W TRUST	15046 CLAYMOOR CT 2	15046 CLAYMOOR CT 2	CHESTERFIELD	MO	63017
19	21R441090	ZITO ROSALIE TRUSTEE ETAL	15046 CLAYMOOR CT 3	15046 CLAYMOOR CT 3	CHESTERFIELD	MO	63017
20	21R441100	MENDELSON MORTON D LEANORE G H/W TRUS	14940 BROADMONT DR	14940 BROADMONT DR	CHESTERFIELD	MO	63017
21	21R441119	MAITZ CARLOS A	14944 BROADMONT DR	14944 BROADMONT DR	CHESTERFIELD	MO	63017
22	21R441128	ENGLAND REVOCABLE TRUST	14948 BROADMONT DR	14948 BROADMONT DR	CHESTERFIELD	MO	63017
23	21R441146	FLORA MARIA	2440 CLAYMOOR DR	2440 CLAYMOOR DR	CHESTERFIELD	MO	63017
24	21R441155	ORLANDO JOSEPHSAMUEL TRUSTEE	2444 CLAYMOOR DR	2444 CLAYMOOR DR	CHESTERFIELD	MO	63017
25	21R441164	TESSLER MICHAEL & ALICIA H/W	2448 CLAYMOOR DR	13523 WESTON PARK DR	SAINT LOUIS	MO	63131
26	21R441173	DIBNER STEVEN & JULIA JANES H/W	2452 CLAYMOOR DR	2452 CLAYMOOR DR	CHESTERFIELD	MO	63017
27	21R441182	SILVERBERG SHERYL M	2424 CLAYMOOR DR	2424 CLAYMOOR DR	CHESTERFIELD	MO	63017
28	21R441191	WADDELL KRISTEN	2428 CLAYMOOR DR	2428 CLAYMOOR DR	CHESTERFIELD	MO	63017
29	21R441201	BURTELOW MARIA TRUSTEE ETAL	2432 CLAYMOOR DR	1066 CAMARGO DR	BALLWIN	MO	63011
30	21R441210	LEE CLAYTON F DARLA J H/W TRUSTEES	14956 BROADMONT DR	14956 BROADMONT DR	CHESTERFIELD	MO	63017
31	21R441229	NEWMAN MORTON R & CHRIS R TRUST	14960 BROADMONT DR	14960 BROADMONT DR	CHESTERFIELD	MO	63017

EXHIBIT B

NOTICE OF ASSESSMENT

November 28, 2016

City of Chesterfield, Missouri

Broadmoor Condominiums Neighborhood Improvement District

Street & Parking Lot Improvement Project

Description of property: Parcel _____ of the Broadmoor Condominiums Subdivision

Amount of total assessment for entire subdivision: \$1,301,750

Individual Share: \$6,026.62 – One-time payoff

\$443.45/Month – 20-year payoff

As owner of record of the property described above located in the Broadmoor Condominiums Neighborhood Improvement District established in the City of Chesterfield, Missouri (the "City"), for the above-named Improvements, you are hereby notified that the portion of the final costs of the Improvements shown above has been assessed against your property, as approved by a two-thirds majority of Broadmoor Condominiums homeowners and included with the petition filed with the City Clerk on March 17, 2015 to establish the Neighborhood Improvement District.

You have the one-time option to pay the full amount of \$6,026.62 on or before January 31, 2017. If not paid in full by that date, the amount of the assessment will be advanced by the City pursuant to Ordinance # _____ and the City will collect the pro rata share of the advancement of such City funding attributable to the property described above in 20 annual installments of \$443.45 including the interest rate of 4.0% per annum as provided by law for a total amount of \$8,868.99. Under the 20-year payment option, the amount of your annual installment is \$443.45 and will be due on January 31, 2017 through January 31, 2036. **If choosing to pay the 20 annual installments, no payments are due in 2016.**

If you elect to pay the full assessment on or before January 31, 2017, please make your check for \$6026.62 payable to the City of Chesterfield and list on your payment "Broadmoor Condos NID" along with the address and parcel ID of your property, as shown above. Send your check to the City of Chesterfield, Missouri; 690 Chesterfield Parkway West; Chesterfield, Missouri 63017.

Please contact Craig White, Finance Director, at 636-537-4726 or cwhite@chesterfield.mo.us if you have any questions.

BILL NO. 3123

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 2 SECTION 02-12 OF THE UNIFIED DEVELOPMENT CODE (ARTICLE 2-12 INSTALLATION OR GUARANTEE OF REQUIRED IMPROVEMENTS).

WHEREAS, the City of Chesterfield Unified Development Code contains regulations and requirements pertaining to the development of land within the City; and,

WHEREAS, the Unified Development Code serves to promote the public health, safety, and general welfare of the citizens of the City of Chesterfield; and,

WHEREAS, the City of Chesterfield seeks to update regulations and requirements pertaining to the Installation or Guarantee of Required Improvements; and,

WHEREAS, the Planning and Public Works Committee, having considered said amendments, recommended approval; and,

WHEREAS, the City Council, having considered said amendments, voted to approve the updates to Article 2 of the Unified Development Code pertaining to the Installation or Guarantee of Required Improvements.

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

Section 1. The City of Chesterfield hereby repeals Article 2 Section 12 of the Unified Development Code and replaces it with a new Section as set out in Attachment "A" which is attached hereto and made part thereof.

Section 2. If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as whole, or any part thereof.

Section 3. The provisions of the Ordinance may be amended in the future by the City Council of the City of Chesterfield.

Section 4. Where this Ordinance differs or conflicts with other laws, rules and regulations, unless the right to do so is preempted or prohibited by

the County, State, or Federal government, the more restrictive or protective of the City and the public shall apply.

Section 5. This Ordinance shall be codified within the Municipal Code of the City of Chesterfield.

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

Passed and approved this _____ day of _____, 2016.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 11/21/2016

ATTACHMENT A**UNIFIED DEVELOPMENT CODE AMENDMENTS**

Sec. 02-12. IMPROVEMENTS INSTALLED OR GUARANTEED.

A. Completion Guarantee by Developer.

After the improvement plans have been substantially complete and all inspection fees and review fees paid, but before approval of the record subdivision plat, the developer shall guarantee the completion of ~~public~~required improvements. The developer shall either:

1. Complete the improvements in accordance with the approved improvement plans under the observation and inspection of the appropriate inspection agency; or
2. Deposit cash under an escrow agreement or post a land subdivision bond or provide the appropriate surety as set forth in this UDC to guarantee the construction, completion, and installation of the improvements shown on the approved improvement plans within the improvement completion period approved by the Planning and Development Services Director, which shall not exceed two (2) years. The land subdivision bond or escrow agreement or other required surety shall be prepared and executed on forms furnished by the Department and shall be submitted to the City Council for approval or disapproval after review and approval by the Planning and Development Services Director and the City Attorney.
3. For plats approved after the effective date of this UDC, any guarantee or deposit required by the City for sanitary and storm sewers within the jurisdiction of MSD may be reduced proportionally, by the amount of any guarantee or escrow collected and held by MSD if MSD confirms that its requirement for assurance of completion is satisfied. This provision shall not affect the intent or enforcement of any existing guarantee, escrow, or renewal, extension or replacement thereof.
4. The Planning and Development Services Director may require any specific improvement to be installed prior to approval of the record plat where failure to install such improvement prior to further development could result in damage to the site or surrounding properties.
5. The City shall not permit or accept the posting of any bond issued or proposed to be issued by a surety or an affiliate of a surety which has, in the preceding ten (10) years, refused to pay upon formal demand all or part of a claim of the City on any other surety bond. Any individual, corporation or property owner aggrieved by this section may appeal to the

City Council to request the City to accept the posting of such bond. The City Council may consider whether the refusal to pay resulted in litigation, mediation or arbitration of the claim, whether the claim was wholly or partially determined in favor of the City, whether the prior refusal to pay was settled between the City and surety or any other hardship evidence presented by the individual, corporation or property owner. In no instance shall a bond be accepted from a surety while in litigation, mediation or arbitration with the City.

6. The City shall not accept the posting of any bond issued or proposed by any surety or an affiliate who has refused to pay upon formal demand of the City or been involved in any litigation pertaining to said failure to pay within the past ten (10) years as of the effective date of this section of the UDC.

B. Deposit Options.

Deposits required by this Article shall be in conjunction with a deposit agreement and may be in the form of cash or letter of credit as follows:

1. Deposit Agreements. Deposit agreements shall provide that there shall be deposited with the City of Chesterfield a cash amount by escrow or surety not less than the Department estimate of the cost of the construction, completion, certifications and installation of the required improvements indicated on approved improvement plans.
2. Cash deposited with the City Director of Finance to be held in an interest-bearing account dedicated for that purpose, with all interest accruing to the City to offset administrative and other costs of maintaining the cash deposits;
3. An irrevocable letter of credit drawn on a local financial institution acceptable to and in a form approved by the City Attorney and the Director of Planning and Development Services. The instrument may not be drawn on any financial institution with whom the developer or a related entity has any ownership interest or with whom there is any joint financial connection that creates any actual or potential lack of independence between the institution and the developer. The letter of credit shall be with a local banking institution in the Greater St. Louis Metropolitan Area of Missouri and not Illinois. The letter of credit shall provide that the issuing institution will pay on demand to the City such amounts as the City may require to fulfill the obligations herein and may be reduced from time to time by a writing of the Director of Public Services (the Director) or their designee. The letter of credit shall be irrevocable for at least two (2) years and shall state that any balance remaining at the expiration, if not renewed, shall automatically be deposited in cash with the Director of Finance, unless a new letter of credit is issued and agreed to by the City or the City issues to the institution a written release of the obligations for which the letter of credit was deposited. The developer shall pay a non-refundable fee of

\$200.00 to the City with submission of a letter of credit and \$100.00 for any amendment or extension thereto, to partially reimburse the City's administration and review costs in accepting and maintaining such letter of credit.

4. Certificates of deposit, treasury bill, or other readily negotiable instruments, the type of which has been approved by the Department, endorsed to the City and the cash value of which shall be in an amount not less than the amount specified by the Department in its estimate of the cost of the improvements and/or maintenance as reflected by the approved improvements plan.

C. Amount of Deposit.

The amount of the deposit required by this Article shall be calculated as follows:

1. Construction deposit. The deposit required of a developer establishing a deposit agreement pursuant to this Section shall be, in addition to the separate maintenance deposit sum, in the amount of 110% of the Department estimate of the cost of the construction, completion and installation of the required improvements. The Planning and Development Services Director shall adopt, to the extent practical, schedules reflecting current cost estimates of typically required improvements.
2. Maintenance deposit. The deposit required of a developer pursuant to this Section for maintenance obligations shall be in the amount of ten percent (10%) of the Department estimate of the cost of the construction, completion and installation of all required improvements. The maintenance deposit shall be established by cash sum or submission of a separate letter of credit.
3. Where certain improvements are installed and approved by the City prior to approval of the record plat pursuant to subsection A.1., the gross amount for the construction deposits shall be reduced by the estimated cost of such improvements.
4. Other sureties as established in this UDC. The deposit required of a developer for any and all other required sureties pursuant to this Section shall be as set forth in the applicable Section of this UDC.

D. Deposit Agreement – Releases.

The deposit agreement shall be entered into with the City of Chesterfield, and shall require the developer to agree to fulfill the obligations imposed by this Article, and shall have such other terms as the City Attorney may require consistent with this Article. The agreement shall authorize the Director (or designee) to release the cash or reduce the obligation secured under the letter of credit as permitted herein. Such releases or reductions may occur upon completion, inspection and approval by the Director of all required improvements within a category of improvements,

or may occur from time to time, as work on specific improvements is completed, inspected and approved, provided however, that:

1. Releases – General. The Director shall release the cash or release the letter of credit as to all or any part of its obligation only after construction, completion and installation of some phase of work on the improvements indicated on the approved improvement plans, receipt of requisite written notification from the appropriate inspecting public authority, and approval by the Department; and only in the amounts permitted herein.
2. Extension of completion period. If, at the end of the improvement completion period, all the improvements shown on the approved improvement plans have not been completed, the developer may request and the Director may grant an extension to the improvement completion period for a period of up to one (1) year if after review by the Department such longer period is deemed necessary to facilitate adequate and coordinated provisions for transportation, water, sewerage, schools, parks, playgrounds, or other required improvements, facilities or requirements so long as all guarantees are extended and approved by the City Attorney; provided, that the Director may require as a condition of the extension completion of certain items, execution of a new agreement, recalculation of deposit amounts, satisfaction of new code requirements or other reasonable conditions as may be needed to ensure that the extended agreement fully complies with the terms of Section 02-12 of this Article.
3. Construction deposit releases. After an inspection of any specific improvements, the Director may at their discretion release no more than 95% of the original sum deposited for the construction of such specific required improvements. Irrespective of any discretionary prior releases that may be authorized by the Director after completion of any component of the guaranteed improvements (i.e. less than all of the improvements in a given category), the remaining amount held for any category of improvements for the entire subdivision shall be released within 30 days of completion of all of the improvements in such category of improvement, minus a retention of five percent (5%) which shall be released only upon completion of all improvements for the subdivision. The Director shall establish the improvement categories, which may consist of improvement components or line items, to be utilized for calculation of deposit amounts, but such categories, components, and line items shall in no way modify or reduce the developer's guarantee as to all required improvements, irrespective of any release or completion of any category, or underlying component or line item. All improvements in a category shall be deemed complete only when:
 - a.) Each and every component and line item within a category for the entire subdivision has been constructed and completed as required,

- b.) The developer has notified the Director in writing of the completion of all components of the category, provided all necessary or requested documentation, and requests an inspection,
 - c.) The developer is not in default or in breach of any obligation to the City under this Article including, but not limited to, the Director's demand for maintenance or for deposit of additional sums for the subdivision,
 - d.) The inspection has been completed and the results of the inspection have been approved in writing by the Director,
 - e.) The developer has paid any sums due related to the project. Releases of the maintenance deposit amounts shall be as provided elsewhere in this Article for maintenance deposits.
- 4. Releases of other sureties as established in this UDC. The release procedure for any and all other sureties required of a developer pursuant to this Section shall be as set forth in the applicable Section of this UDC.
 - 5. Effect of release – Continuing obligations. The developer shall continue to be responsible for defects, deficiencies and damage to streets and other required improvements during development of the subdivision. No inspection approval or release of funds from the construction deposit as to any component or category shall be deemed to be City approval of improvement or otherwise release the developer of its obligation relating to the completion of the improvements until the final subdivision release on all improvements and maintenance is issued declaring that all improvements have in fact been constructed as required. Inspection and approval of any or all required improvements shall not constitute acceptance of the improvement by the City as a public improvement for which the City shall bear any responsibility.
 - 6. Deficient improvements. No approval of required improvements shall be granted for improvements that fail to meet the specifications established herein or otherwise adopted by the Department or City Council.
 - 7. Final construction deposit release. Upon final inspection and approval of all required improvements, the remaining amount of the construction deposit shall be released; provided, that no such funds shall be released on a final inspection until the development of the subdivision is complete, as determined by the Director. Completion is when the particular item has had all documentation and certification filed in a complete and acceptable form, the specific items have been inspected, all identified deficiencies have been corrected and the work has been approved by the City.
 - 8. Appeals. If the developer believes that a release or certificate of completion has been improperly denied, including, but not limited to, under this Section, an appeal shall be filed pursuant to the City's Public Works

Board of Variance, and no such denial shall be deemed final until such appeal procedure has been exhausted.

E. Maintenance Guarantee.

1. Scope and duration. Upon commencement of installation of the required improvements within the subject subdivision, the developer shall be responsible for the maintenance of the improvements, including, but not limited to: undeveloped lots, streets, sidewalks, trees, common areas, erosion and siltation control, and storm and drainage facilities, until (1) expiration of 12 months after occupancy permits have been issued on 80% of all of the lots in the subdivision plat(s), or (2) 12 months after completion of the subdivision and acceptance/approval of all required improvements by the City, whichever is longer, subject to the deposit agreement. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot or as permitted by site plan), and snow removal. All repairs and replacement shall comply with City specifications and standards. Any maintenance on improvements accepted by the City for public dedication shall be completed under the supervision of and with the prior written approval of the Director. The maintenance obligation for required improvements to existing public roads or other existing public infra-structure already maintained by a public governmental entity shall terminate on and after the date such improvements have been inspected, deposit released, and accepted by the City or appropriate agency for dedication. Irrespective of other continuing obligations, the developer's snow removal obligations shall terminate on the date a street is accepted by the City for public maintenance. The maintenance requirements and procedures for improvements guaranteed by any and all other sureties required of a developer pursuant to this Section shall be as set forth in this UDC.
2. Maintenance deposit – Amount – Use.
 - a.) The maintenance deposit shall be retained by the City to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of subsection G. and other remedies of this UDC, shall be subject to the immediate order of the Director to defray or reimburse any cost to the City of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Director shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the City, or its agents. Where the amount of maintenance deposit remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the City for maintenance, the Director shall have the authority to require the maintenance deposit to be replaced or replenished by the developer in any form permitted for an original deposit.

b.) In determining the amount of maintenance deposit that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for the maintenance of the improvement may be released upon such acceptance of the improvement by the entity. The Director may approve such further releases if it is determined in his or her discretion, after inspection of the improvements, that the total maintenance amount retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

3. Final maintenance deposit release. Upon expiration of the maintenance obligations established herein, the Director shall cause a final inspection to be made of the required improvements. Funds shall then be released if there are no defects or deficiencies found and all other obligations, including payment of all sums due, are shown to be satisfied on inspection thereof, or at such time thereafter as any defects or deficiencies are cured with the permission of, and within the time allowed by, the Director. This release shall in no way be construed to indemnify or release any person from any civil liability that may exist for defects or damages caused by any construction, improvement or development for which any deposit has been released.

F. Acceptance and Final Approval.

Before the developer's obligation to the City of Chesterfield is terminated, all required improvements shall be constructed under the observation and inspection of the inspecting agency and accepted for maintenance or given final approval by the City of Chesterfield.

G. Failure to Complete Improvements.

The obligation of the developer to construct, complete, install and maintain the improvements indicated on the approved improvement plans and provide for street maintenance shall not cease until the developer shall be finally released by the Director, nor shall any deposit agreements or obligations hereunder be assignable by developer. If, after the initial improvement completion period, or after a later period as extended pursuant to this Section, the improvements indicated on the approved improvement plans are not constructed, completed, installed, accepted and maintained as required, or if the developer shall violate any provision of the deposit agreement, the Director may notify the developer to show cause within not less than ten (10) days why the developer should not be declared in default. Unless good cause is shown, no building or other permit shall be issued to the developer in the subdivision during any period in which the developer is in violation of the deposit agreement or Subdivision Code relating to the subdivision. If the developer fails to cure any default or present compelling reason why no default should be declared, the Director shall declare the developer in default and may take any one (1) or more of the following acts:

1. Require the developer to submit an additional cash sum sufficient to guarantee the completion or maintenance of the improvements indicated on the approved improvement plans after recalculation in order to allow for any inflated or increased costs of constructing, maintaining, or redesign of the improvements.
2. Deem the balance under the deposit agreement not theretofore released as forfeited to the City to be then placed in an appropriate trust and agency account subject to the order of the Director for such purposes as letting contracts to bring about the completion or maintenance of the improvements indicated on the approved improvement plans or other appropriate purposes in the interest of the public safety, health and welfare; or
3. Require the developer or surety to pay to the City the balance of the deposit not therefore released.

The failure of a developer to complete the improvement obligations within the time provided by the agreement (or any extension granted by the City), including the payment of funds to the City due to such failure, or an expiration of a letter of credit, shall be deemed an automatic act of default entitling the City to all remedies provided in this Section without further or prior notice. It shall be the sole responsibility of the developer to timely request an extension of any deposit agreement if the improvements are not completed in the original time period provided by the deposit agreement, or extension granted by the City. No right to any extension shall exist or be assumed.

H. Other Remedies for Default.

If the developer or surety fails to comply with the Director's requirements for payment as described above, fails to complete the improvements as required or otherwise violates the deposit agreement provisions, the Director may in addition or alternatively to other remedies:

1. Suspend the right of anyone to build or construct in the subdivision by issuance of a stop work order (SWO). Issuance of a SWO shall result in a suspension of all construction activity on the site, until the cause is resolved to the City's satisfaction. The SWO shall also suspend the right of the permittee, applicant, owner, contractor, developer or any related entity to build or construct any structure or public improvement on any portion of the site. The Director of Public Services and the Planning and Development Services Director, upon the issuance of a SWO, are authorized to suspend the issuance of building permits and occupancy permits for structures on any portion of the site, and to suspend all inspections and plan review related to any work on the site, until such time as the cause is resolved to the City's satisfaction. SWO's shall specifically state the provisions of this Article being violated. Any person, who shall continue any work in or about the site after a SWO has been posted, except such work related to remediation of the violation, shall be subject to penalties specified in this

UDC. The Director shall give the developer ten (10) days' written notice of an order under this subsection, with copies to all known sureties, as appropriate, who have outstanding obligations for any undeveloped portion of the subdivision, and shall record an affidavit of such notice with the Recorder of Deeds. If, within the ten (10) day period after notice is given, the Director is not convinced by compelling evidence that completion of the improvements is adequately assured and maintenance of streets assured as provided herein, the Director shall order construction suspended on the undeveloped portion of the subdivision. The order shall be served upon the developer, with a copy to the issuer/holder of the surety as appropriate, and a copy recorded with the Recorder of Deeds. Public notice of said order shall be conspicuously and prominently posted by the Director at the subdivision. The notice shall contain the following minimum language, which may be supplemented at the discretion of the Director:

THIS SUBDIVISION, (name of subdivision), HAS BEEN DECLARED IN DEFAULT BY THE CITY OF CHESTERFIELD DIRECTOR OF PUBLIC SERVICES. NO DEVELOPMENT, CONSTRUCTION, BUILDING OR DEMOLITION IN ANY MANNER SHALL TAKE PLACE WITHIN THE LIMITS OF THIS SUBDIVISION UNTIL SUCH TIME AS THE CITY OF CHESTERFIELD DIRECTOR OF PUBLIC SERVICES REMOVES THIS PROHIBITION. ANY DEVELOPMENT, CONSTRUCTION, BUILDING OR DEMOLITION IN ANY MANNER WHILE THIS PROHIBITION IS IN EFFECT IS ILLEGAL AND SHALL BE ENFORCED PURSUANT TO ARTICLE 02 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD.

The Director of Public Services (the Director) and the Planning and Development Services Director shall not thereafter authorize construction to take place contrary to the Director's order. The suspension shall be rescinded in whole or in part only when the Director is convinced that completion of the improvements is adequately assured in all or an appropriate part of the subdivision and a guarantee of public street maintenance provided; or

2. Suspend the rights of the developer, or any related entity, to construct structures in any development platted after the effective date of such suspension throughout the City of Chesterfield. The Director shall give the developer ten (10) days' written notice of an order under this clause, with a copy to sureties known to the Director to have obligations outstanding on behalf of the developer or related entities and shall record an affidavit of such notice with the Recorder of Deeds. If, within the ten (10) day period after notice is given, the Director is not convinced by compelling evidence that completion of the improvements is adequately assured and maintenance of streets assured as provided herein, the Director shall order construction suspended. The order shall be served upon the developer, with a copy to the surety as appropriate, and a copy recorded with the Recorder of Deeds. The Director of Public Services (the Director) and the

Planning and Development Services Director shall not thereafter authorize construction to take place contrary to the Director's order. The suspension shall be rescinded only when the Director is convinced that completion of the improvements is adequately assured and public street maintenance is assured.

I. Suspension of Development Rights.

From and after the effective date of this Section if a developer, or any related entity, has a subdivision development improvement guarantee that is in default, as determined by the Director, including any escrow, fees, or bond under any prior version of this Section:

1. The Director shall be authorized, but not be limited, to thereafter pursue the remedies of subsection H. of this Section; and
2. The rights of the developer, or any related entity, to receive development approval, which approval shall include, but not be limited to, approval of any plat or deposit agreement for new or further development in the City, shall be suspended. The suspension shall be rescinded only when the Director is convinced that completion and maintenance of the improvements is adequately assured.

J. Additional Remedies.

If any party or related entity fails to comply with any obligation of this Section, the Director may recommend that the City Attorney take appropriate legal action and may also withhold any building or occupancy permits to this developer or related entities until such compliance is cured. The City shall also have the right to partially or wholly remedy a developer's deficiencies or breached obligations under this UDC by set-off of any funds or assets otherwise held by the City of the developer to the maximum extent permitted by law. Such set-off shall occur upon written notice of such event by the Director of Public Services or the Planning and Development Services Director to the developer after the developer has failed to timely cure the deficiencies. It shall be deemed a provision of every deposit agreement authorized under this Article that the developer shall pay the City's costs, including reasonable attorney's fees, of enforcing such agreement in the event that the developer is judicially determined to have violated any provision herein or in such agreement. The developer may appeal any decision taken pursuant to this Section by filing an appeal under the City's administrative review procedure.

K. Related Entities.

For purposes of this Section, "related entity" has the following meaning: a developer is a "related entity" of another person:

1. If either has a principal or controlling interest in the other, or

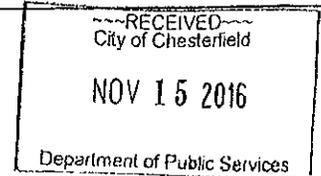
2. If any person, firm, corporation, association, partnership, or other entity with a controlling interest in one has a principal or controlling interest in the other. The identification of related entities shall be supported by documentation from the Secretary of State's Office, Jefferson City, Missouri.

THE GRAVILLE LAW FIRM, LLC

130 SOUTH BEMISTON, SUITE 700 • CLAYTON, MISSOURI 63105

November 15, 2016

Jessica Henry
Senior Planner, City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017



Re: Revised Article 2 of the UDC

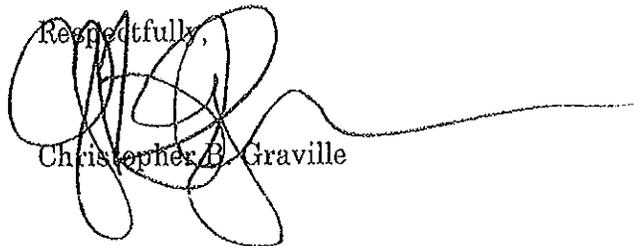
Dear Jessica,

In response to your email dated November 14, 2016, the language of revised Article 2 of the Uniform Development Code ("UDC") is retroactive, and therefore applicable to insurance companies that have "refused to pay upon formal demand all or part of a claim of the City on any other surety bond" in the proceeding ten (10) years. The original draft of this provision did not contain a retroactive provision, however, after discussion and revision, the current version was updated to apply retroactively.

With regards to Travelers, they have, in the proceeding ten (10) years, "refused to pay upon formal demand all or part of a claim of the City" on a surety bond. If the proposed bill becomes an ordinance, Travelers will be prohibited from providing a bond to the City, however, Travelers will have the opportunity to appeal this denial to the City Council. At that appeal, the City Council may consider the circumstances of the previous denial(s) and any hardship evidence presented by an individual, corporation or property owner.

If you need further clarification regarding this matter, please do not hesitate to contact me.

Respectfully,

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal tail.

Christopher B. Graville

BILL NO. 3124

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE EASEMENTS FOR VARIOUS UTILITIES IN CONJUNCTION WITH THE DEVELOPMENT OF AN OFFICE BUILDING AT 14730 CONWAY RD. (19R530232).

WHEREAS, MHBK (USA) Leasing and Finance LLC previous dedicated property to the City of Chesterfield, as required by City of Chesterfield Ordinance 2464; and,

WHEREAS, certain utilities have requested easements to install and maintain infrastructure on the property in order to serve the proposed office building at 14730 Conway Rd. (19R530232); and,

WHEREAS, the Department of Public Services has reviewed the requests and has determined that said requests meet all applicable regulations and the easements will have no adverse effect on the City of Chesterfield.

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

Section 1. The City Council of the City of Chesterfield hereby authorizes the Mayor to execute the attached easements as depicted and described in "Exhibit A", "Exhibit B", "Exhibit C" and "Exhibit D" which are attached hereto and made part of hereof.

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

Passed and approved this _____ day of _____, 2016.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 11/21/2016

Underground Electric Easement (MO Corporation)

REMS INFORMATION

Agreement ID: UEC-201606-0589

Project ID: 3723

EASEMENT

(Underground Electric)

14730 Conway Road
Chesterfield
Ellisville District

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 20____, that CITY OF CHESTERFIELD, a Missouri municipality, its successors and assigns whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI, a Missouri corporation, its successors, assigns, licensees, agents, lessees, contractors, sub-contractors and tenants (hereinafter "Grantee"), the perpetual right and easement to install, rebuild, use, operate, add to the number of and maintain underground electric and communication line or lines, cables, fixtures, appliances, and equipment appurtenant thereto, including above ground transformers, cabinets and pedestals, upon, over, across and under the following described land, in U.S. Survey 366, Township 45 North, Range 4 East, St. Louis County, Missouri, to-wit:

A twenty (20) foot wide strip of land, being part of Lot 3 of Lands of Samuel Conway Subdivision located in U.S. Survey 366, Township 45 North, Range 4 East per Deed Book 22032, Page 2885 of the St. Louis County, Missouri, Records.

The strip where the Grantee's facilities shall be located hereunder ("Easement Strip") shall be twenty (20) feet wide the centerline of which shall be the centerline of Grantee's facilities, **as actually installed**. Said location shall be, generally and as nearly as practicable, as shown illustrated (or hachured) on the drawing marked Exhibit "A" attached and made a part hereof.

Parcel ID No. 19R530232

together with all rights reasonably implied by and incidental to the exercise and enjoyment of said easement rights, including without limitation the right of ingress and egress to and over the above described easement area and premises of Grantor adjoining the same, for all purposes herein stated; together with the right to trim, control, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, overhanging branches and other obstructions upon, over and under the surface of said easement area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with exercise and enjoyment of Grantee's rights hereunder, or endanger the safety of, said facilities; and the right to license, permit or otherwise agree to the use or occupancy of said easement or any portion thereof or of said facilities by any other person, association or corporation, for the purpose hereinabove set out; and with the further right to remove at any time and from time to time any or all of the said line or lines, and appurtenances thereto located upon, over, across and under said land by virtue hereof.

Grantee shall be responsible for actual damages occurring on the herein described property as a result of the construction, operation, maintenance or repair of Grantee's facilities and shall reimburse the owner thereof for such loss or damages. Grantee shall not be responsible for any indirect, consequential or punitive damages.

The installation of such facilities shall be in accordance with Grantee's Rules and Regulations approved by the Public Service Commission of the State of Missouri. Except as provided therein, the installation, maintenance, replacement, removal and repair of the electric facilities will be at Grantee's expense, together with the obligation to return the surface to grade level.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the above described land and has full right and authority validly to grant this easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

IN WITNESS WHEREOF, CITY OF CHESTERFIELD has caused these presents to be signed by its _____ President.

CITY OF CHESTERFIELD

By: _____
Name: _____
Title: _____

STATE OF MISSOURI }
COUNTY OF _____ } SS

On this _____ day of _____, 20____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he/she is the _____ of the CITY OF CHESTERFIELD, and that the seal affixed to the foregoing instrument is the city seal of said city and that said instrument was signed and sealed in behalf of said city by authority of its _____, and said _____ acknowledged said instrument to be the free act and deed of said municipality.

My Commission expires _____.

Notary Public

LWP/rst
WR# 21MT629225 & 21MT629476
redocs\seasement\lwp-ug ease-city of chesterfield (14730 conway rd)
06/17/16

EASEMENT FOR WATER PIPE

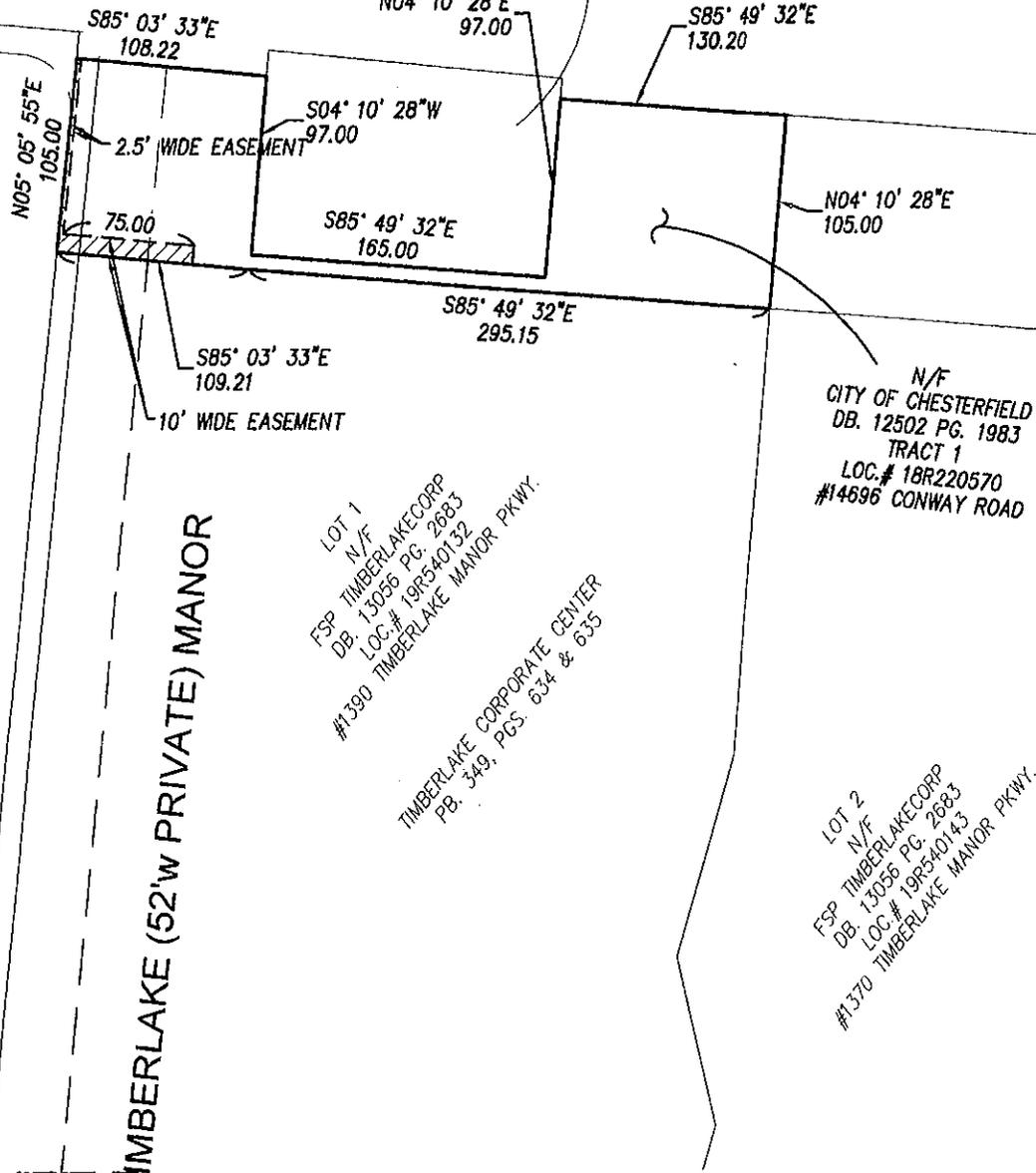
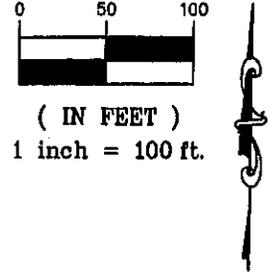
KNOW ALL MEN BY THESE PRESENTS, on this ___ day of _____, 2016, that the undersigned **City of Chesterfield**, a municipal corporation, ("Grantor"), owner of a tract of land in the Tract I, Locator Number 18R220570, 14696 Conway Road, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the **Missouri-American Water Company**, a Missouri corporation with offices located at **727 Craig Road, St. Louis, Missouri, 63141**, ("Grantee"), the receipt of which is hereby acknowledged, and for other good and valuable considerations does by these presents grant, sell, convey, and confirm, unto the Missouri-American Water Company, its successors and assigns, the non-exclusive right and easement to lay, repair, replace, and forever maintain its underground water pipes and its accessory hydrants, valves and appurtenant facilities in an easement on the strip or strips of ground described as shown hachured // on the attached "**Water Line Easement**," made a part hereof (the "**Easement Area**"), together with the right to use commercially reasonable additional space adjacent to the above described easement as may be required during any period of construction and maintenance, including the ability and right of ingress and egress, but only over adjacent space not more than ten feet in width contiguous to the Easement Area and only over adjacent space as may be owned by Grantor.

Grantee, its successors and assigns, to have the right to use and control a line or lines of water pipe for the circulation and distribution of water for public or private use under the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the line of water pipe, and with the attachment thereto of the service lines of its customers. If the water pipe to which the service line connection of Grantor is abandoned the service line and connection will be relocated to another water pipe as directed by Grantee and as reasonably approved by Grantor.

Grantor agrees not to obstruct or interfere with the normal use or maintenance of such pipe line or lines and any connections to the pipe line. Grantor also agrees not to erect or cause to be erected any building or structure within the Easement Area and shall not add or remove any fill or ground in the Easement Area to the extent the fill added or ground removed would cause any damage to such pipeline or lines or any connections to the pipeline without the prior written approval of Grantee.

N/F
 EDMUND V. CONWAY
 DB. 461 PG. 119
 LOC.# 18R220020
 #14698 CONWAY ROAD
CONWAY (V.W. PUBLIC) ROAD

GRAPHIC SCALE



EXHIBIT

TIMBERLAKE (52'w PRIVATE) MANOR

LOT 1
 N/F
 FSP TIMBERLAKECORP
 DB. 13056 PG. 2683
 LOC.# 19R540132
 #1390 TIMBERLAKE MANOR PKWY.
 TIMBERLAKE CORPORATE CENTER
 PB. 349, PGS. 634 & 635

N/F
 CITY OF CHESTERFIELD
 DB. 12502 PG. 1983
 TRACT 1
 LOC.# 18R220570
 #14696 CONWAY ROAD

LOT 2
 N/F
 FSP TIMBERLAKECORP
 DB. 13056 PG. 2683
 LOC.# 19R540143
 #1370 TIMBERLAKE MANOR PKWY.

WATER LINE EASEMENT

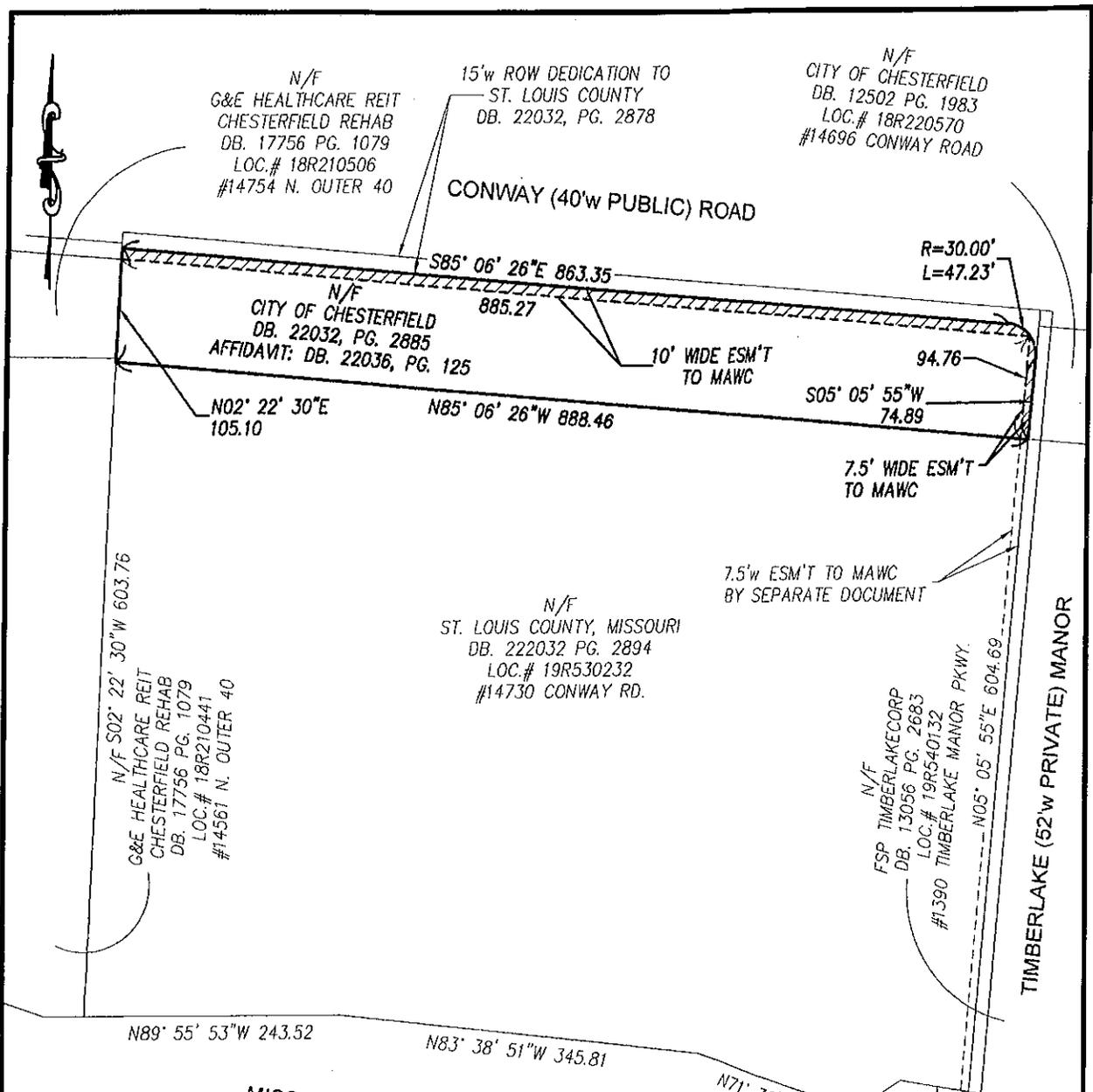
A TRACT OF LAND BEING PART OF LOT 2 OF THE "SUBDIVISION OF LANDS OF SAM CONWAY IN PARTITION", IN U.S. SURVEY 366, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

EASEMENT FOR WATER PIPE

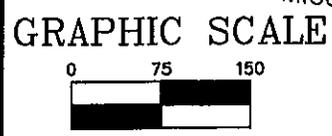
KNOW ALL MEN BY THESE PRESENTS, on this ___ day of _____, 2016, that the undersigned **City of Chesterfield**, a municipal corporation, ("Grantor"), owner of a tract of land in the Samuel Conway Subdivision, Plat Book 22032, Pages 2885-2892, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the **Missouri-American Water Company**, a Missouri corporation with offices located at **727 Craig Road, St. Louis, Missouri, 63141**, ("Grantee"), the receipt of which is hereby acknowledged, and for other good and valuable considerations does by these presents grant, sell, convey, and confirm, unto the Missouri-American Water Company, its successors and assigns, the non-exclusive right and easement to lay, repair, replace, and forever maintain its underground water pipes and its accessory hydrants, valves and appurtenant facilities in an easement on the strip or strips of ground described as shown hachured // on the attached "**Water Line Easement**," made a part hereof (the "**Easement Area**"), together with the right to use commercially reasonable additional space adjacent to the above described easement as may be required during any period of construction and maintenance, including the ability and right of ingress and egress, but only over adjacent space not more than ten feet in width contiguous to the Easement Area and only over adjacent space as may be owned by Grantor.

Grantee, its successors and assigns, to have the right to use and control a line or lines of water pipe for the circulation and distribution of water for public or private use under the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the line of water pipe, and with the attachment thereto of the service lines of its customers. If the water pipe to which the service line connection of Grantor is abandoned the service line and connection will be relocated to another water pipe as directed by Grantee and as reasonably approved by Grantor.

Grantor agrees not to obstruct or interfere with the normal use or maintenance of such pipe line or lines and any connections to the pipe line. Grantor also agrees not to erect or cause to be erected any building or structure within the Easement Area and shall not add or remove any fill or ground in the Easement Area to the extent the fill added or ground removed would cause any damage to such pipeline or lines or any connections to the pipeline without the prior written approval of Grantee.



MISSOURI INTERSTATE HIGHWAY 64 (U.S. HIGHWAY 40TR)



EXHIBIT

WATER LINE EASMENT

A TRACT OF LAND BEING PART OF LOT 3 OF THE SUBDIVISION OF LANDS OF SAMUEL CONWAY AS RECORDED IN PLAT BOOK 9 PAGE 77 (CITY OF ST. LOUIS) LOCATED IN U.S. SURVEY 366, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

DATE 6/07/16

5370\SURVEY\EXHIBITS\MOAMWC-ESM'T3

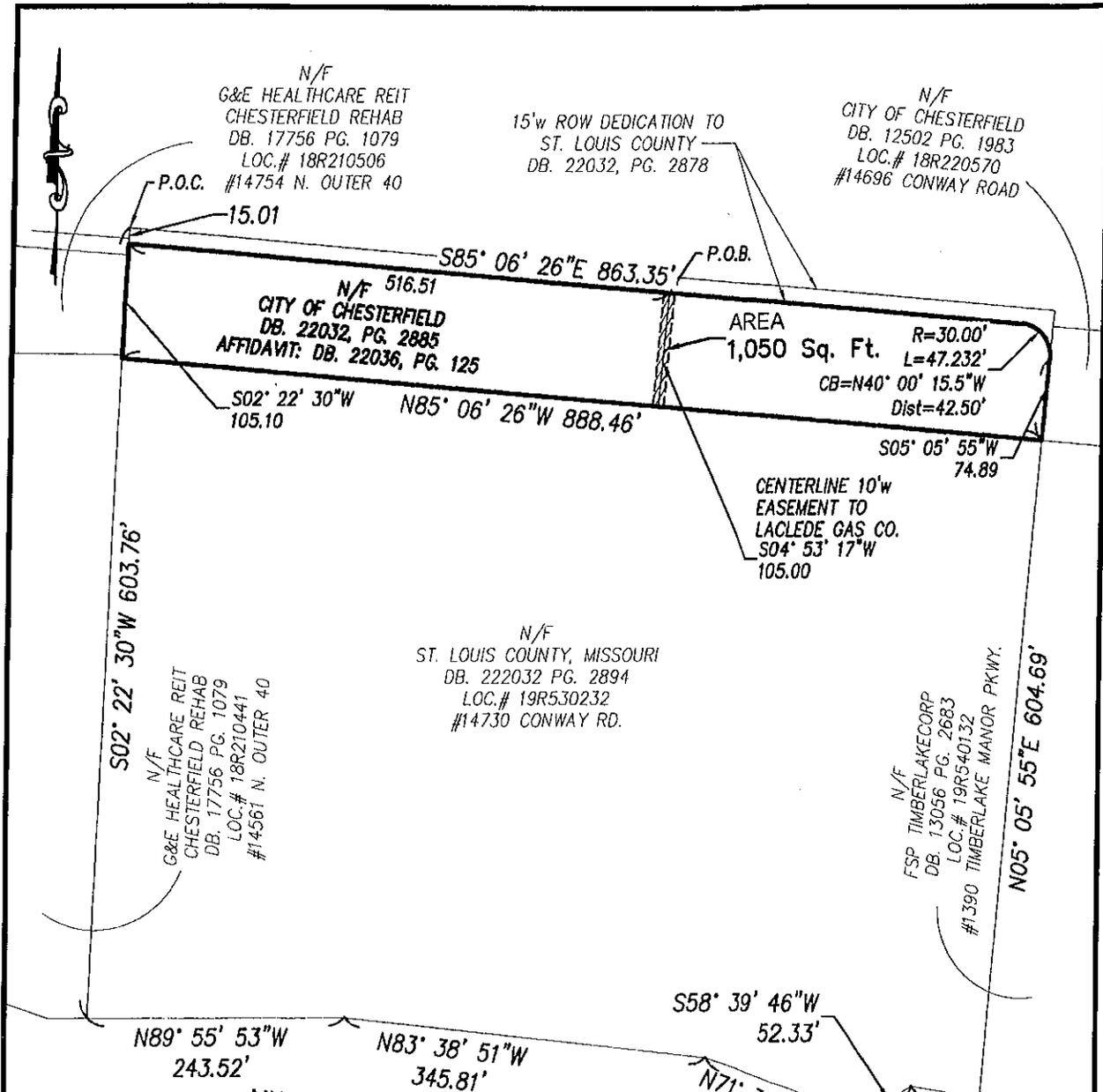
EASEMENTSt. Louis County, Missouri
_____, 2016

The City of Chesterfield ("**GRANTOR**"), owner of a tract of land described as follows: The Subdivision of Lands of Samuel Conway, a subdivision filed for record in Plat Book 22032 at Pages 2885-2892 of the St. Louis County, Missouri Records for and in consideration of the sum of ONE AND NO/100 Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto LACLEDE GAS COMPANY, a Missouri corporation ("**GRANTEE**"), whose address is: 700 Market St., St. Louis, MO 63101, its successors, assigns, lessees and tenants forever, the right and easement to construct, operate and maintain a gas distribution system consisting of mains, piping, valves, service connections, appurtenances and above ground structures along with the right to construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, in, under and across the following part of the aforesaid land, namely:

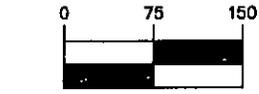
A ten foot (10') wide strip of land in the above parcel as shown on 'Easement Exhibit' and further described on 'Gas Line Easement Description', together with the rights to use additional space adjacent to the above described easement as may be required during construction and the right of ingress to and egress from the above described land and contiguous land owned by **Grantor**. In exercising its rights of access **Grantee** shall whenever practical, use existing roads or lanes.

Grantee, its successors and assigns, will have the right to use and control a line or lines of natural gas pipe for the circulation and distribution of natural gas for public or private use through the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the line(s) of natural gas pipe, and with the attachment thereto of the service lines of its customers. Furthermore, **Grantee**, its successors and assigns, will have the right to use and control a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein through the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein. **Grantee** has the right and privilege of removing at any time, any or all of the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein without surrendering its easement rights stated herein. **Grantee** has the right and privilege of removing at any time, any or all of the line of natural gas improvements without surrendering its easement rights stated herein. If the natural gas pipe to which the service line connection(s) of the undersigned is abandoned, the service line (s) and the connection(s) may be relocated to another natural gas pipe as directed by **Grantee**.

Grantors shall have the right to use and enjoy the above described lands, except as to the rights herein conveyed. **Grantor** agrees not to obstruct or interfere with the normal use or maintenance of such pipe line or lines and any connections to the same along with cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein. The undersigned also agrees not to erect or cause to be erected any building or structure on said easement and not place fill in excess of five (5) feet on pipeline(s) or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, or remove overburden (cover) such that pipeline or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, does not have at least three (3) feet of remaining cover. **Grantee** shall also have the right to clear and keep clear brush, trees, shrubbery, roots and other obstructions which, in **Grantee's** judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line(s), lines and facilities, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein or any part thereof, within or upon the above described land.



MISSOURI INTERSTATE HIGHWAY 64 (U.S. HIGHWAY 40TR)



(IN FEET)
1 inch = 150 ft.

EXHIBIT "A"

EASEMENT EXHIBIT

A TRACT OF LAND BEING PART OF LOT 3 OF THE SUBDIVISION OF LANDS OF SAMUEL CONWAY AS RECORDED IN PLAT BOOK 9 PAGE 77 (CITY OF ST. LOUIS) LOCATED IN U.S. SURVEY 366, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

Gas line Easement Description

An easement over and across part of a larger tract of land as conveyed to Roger Kraus by instrument recorded in Book 18395, Page 1346 being part of Lot 3 of the Subdivision of Lands of Samuel Conway, according to the plat thereof as recorded Plat Book 9 Page 77 of the St. Louis City (former County) records, located in US Survey 366, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, being more particularly described as follows:

Commencing at the northwestern corner of above said Kraus tract, said point also being located on the south right-of-way line of Conway Road, 40 feet wide; thence along the west line of said Kraus tract, South 02 degrees 22 minutes 30 seconds West, 15.01 feet to the south line of a 15.00 feet wide tract of land to be dedicated to the St. Louis County, Missouri; thence along said south line, South 85 degrees 06 minutes 26 seconds East, 516.51 feet to the POINT of BEGINNING of the centerline of a 10.00 feet wide gas line easement; thence along said centerline, South 04 degrees 53 minutes 17 seconds West, 105.00 feet to is point of terminus, containing 1,050 square feet, according to calculations performed by Stock& Associates Consulting Engineers, Inc on October 13, 2016

BILL NO. 3125

ORDINANCE NO. _____

AN ORDINANCE RESTRICTING COMPRESSION RELEASE BRAKING SYSTEMS

It shall be unlawful for the operator of a motor vehicle on any public street, roadway, or highway within the limits of the City of Chesterfield to cause his or her vehicle to slow or brake by any method which produces an excessive and unnecessary noise, including but not limited to un-muffled engine braking.

As used in this section, "engine braking" shall refer to compression release braking systems or "Jake brakes", as a means of slowing or braking the speed of the vehicle in lieu of applying the clutch or brakes.

Passed and approved this _____ day of _____, 2016

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: _____

LEGISLATION – PLANNING COMMISSION

- A. BILL NO. 3110** – AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF TWO EXISTING “PC” PLANNED COMMERCIAL DISTRICTS FOR A 22.22 ACRE TRACT OF LAND LOCATED NORTH OF NORTH OUTER 40 ROAD AND EAST OF BOONE’S CROSSING(P.Z 04-2016 US ICE SPORTS COMPLEX & VALLEY GATES [TOPGOLF USA CHESTERFIELD LLC.] – 17T510041, 17T520062, 17T520095, 17T520084)
(SECOND READING; PLANNING COMMISSION RECOMMENDS APPROVAL)

BILL NO. 3110

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF TWO EXISTING "PC" PLANNED COMMERCIAL DISTRICTS TO A NEW "PC" PLANNED COMMERCIAL DISTRICT FOR A 22.22 ACRE TRACT OF LAND LOCATED NORTH OF NORTH OUTER 40 ROAD AND EAST OF BOONE'S CROSSING (P.Z. 04-2016 US ICE SPORTS COMPLEX & VALLEY GATES [TOPGOLF USA CHESTERFIELD LLC.]—17T510041, 17T520062, 17T520095, 17T520084).

WHEREAS, the petitioner, Topgolf USA Chesterfield, LLC., has requested a change in zoning for two existing "PC" Planned Commercial Districts to a new "PC" Planned Commercial District for a 22.22 acre tract of land located north of North Outer 40 Road and east of Boone's Crossing; and,

WHEREAS, a Public Hearing was held before the Planning Commission on June 27, 2016; and,

WHEREAS, the Planning Commission, having considered said request, recommended approval of the change of zoning; and,

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the change of zoning; and,

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

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

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a "PC" Planned Commercial District designation for 22.22 acres located north of North Outer 40 Road and east of Boone's Crossing and as described as follows:

A tract of land being a tract of land as conveyed to Summit Ice Center Investors, LLC by instrument recorded in Book 14970, Page 648 and Lots A and B of Valley Gates, a subdivision according to the plat thereof as recorded in Plat Book 356, page 688 both of the St. Louis

County Records, located in U.S. Survey 2031, Township 45, North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at the intersection of the west line of Lot 5 of James Long Estate, according to the plat thereof as recorded in Book 445, Page 354 of the City of St. Louis records, also being the east line of a tract of land as conveyed to Taubman Prestige Outlets of Chesterfield, LLC by instrument recorded in Book 20091, page 1215 of above said county records and the north right-of-way line of Missouri State Highway Route 40 TR Relocated, variable width, as recorded in Book 6343, page 868 of also of above said county records, said point being located 190 feet north of the centerline of said highway; thence along the east line of said Taubman tract the following courses and distances, North 01 degree 36 minutes 28 seconds East, 288.84 feet; North 66 degrees 52 minutes 23 seconds East, 42.59 feet; North 52 degrees 55 minutes 22 seconds East, 83.69 feet; North 43 degrees 35 minutes 48 seconds East, 119.08 feet; North 38 degrees 40 minutes 37 seconds East, 130.29 feet and North 50 degrees 31 minutes 21 seconds East, 99.71 feet to the southern line of a tract of land as conveyed to Wayne D & Ruthann E Hayes, by instrument recorded in Book 9054, Page 2041 of said county records; thence along said southern line the following courses and distances: North 50 degrees 31 minutes 21 seconds East, 28.80 feet; North 84 degrees 43 minutes 06 seconds East, 44.91 feet; South 87 degrees 00 minutes 22 seconds East, 188.72 feet; South 86 degrees 58 minutes 09 seconds East, 209.17 feet and North 87 degrees 39 minutes 35 seconds East, 260.46 feet to the northwest corner of above said Valley Gates Subdivision; thence along the north line of said subdivision the following courses and distances, North 87 degrees 39 minutes 35 seconds East, 92.35 feet; South 88 degrees 38 minutes 39 seconds East, 277.05 feet and South 78 degrees 44 minutes 00 seconds East, 24.29 feet to the northeast corner of said subdivision; thence along the east line of said Valley Gates Subdivision, South 02 degrees 22 minutes 06 seconds East, 775.95 feet to the north line of above said Missouri State Highway 40 TR, said point also being located on a curve to the left having a radius of 3054.79 feet; thence along said right-of-way line the following; along said curve with an arc length of 225.28 feet and a chord which bears North 82 degrees, 00 minutes 08 seconds West, 225.22 feet to

a point of tangency and North 84 degrees 06 minutes 54 seconds West, 1287.96 feet to the Point of Beginning, containing 967,827 square feet or 22.218 acres more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc, on February 29, 2016.

Section 2. The preliminary approval, pursuant to the City of Chesterfield Unified Development Code is granted, subject to all of the ordinances, rules and regulations and the specific conditions as recommended by the Planning Commission in its recommendation to the City Council, which are set out in the "Attachment A" and the preliminary plan indicated as "Attachment B" which is attached hereto as and made part of.

Section 3. The City Council, pursuant to the petition filed by Topgolf USA Chesterfield, LLC. in P.Z. 04-2016, requesting the rezoning embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 27th day of June 2016, 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 _____, 2016

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: __09/07/2016__

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. Administrative Offices for Educational or Religious Institutions
 - b. Church and other Places of Worship
 - c. Community Center
 - d. Art Gallery
 - e. Art Studio
 - f. Banquet Facility
 - g. Gymnasium
 - h. Recreation Facility
 - i. Office, Dental
 - j. Office, General
 - k. Office, Medical
 - l. Bakery
 - m. Bar
 - n. Bowling Center
 - o. Brewpub
 - p. Coffee Shop
 - q. Grocery, Community
 - r. Grocery, Neighborhood
 - s. Grocery, Supercenter
 - t. Restaurant, Sit Down
 - u. Restaurant, Fast Food
 - v. Restaurant, Take Out
 - w. Retail Sales Establishment, Community

- x. Retail Sales Establishment, Regional
- y. Tackle and Bait Shop
- z. Barber or Beauty Shop
- aa. Commercial Service Facility
- bb. Drug Store and Pharmacy
- cc. Dry Cleaning Establishment
- dd. Financial Institution, no drive-thru
- ee. Hotel and Motel
- ff. Hotel and Motel, Extended Stay
- gg. Professional and Technical Service Facility
- hh. Research Laboratory and Facility
- ii. Theatre, Indoor

2. Hours of Operation.

- a. Uses “q”, “r”, “s”, “w”, “x”, “y”, and “bb”, above shall be restricted to hours of operation open to the public from 6:00 AM to 12:00 AM. Hours of operation for said use may be expanded for Thanksgiving Day and the day after Thanksgiving upon review and approval of a Special Activities Permit, signed by the property owner and submitted to the City of Chesterfield at least seven (7) business days in advance of said holiday.
- b. All deliveries and trash pick-ups shall be limited to the hours from 7:00 AM to 11:00 PM.

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

1. Height

- a. The maximum height of all buildings, with the exception of buildings and structures utilized in conjunction with above use “h” Recreation Facility, shall not exceed forty-five (45) feet. Said restriction shall be exclusive of rooftop mechanical equipment and screening.
- b. The maximum height including parapets and other similar features, rooftop equipment, and lighting structures of all buildings utilized in conjunction with above use “h” Recreation Facility shall not exceed sixty (60) feet.

- c. The maximum height of poles and nets for the driving range in conjunction with above use “h” Recreation Facility shall not exceed one hundred and seventy (170) feet.

2. Building Requirements

- a. A minimum of thirty-five percent (35%) open space is required for this development.
- b. This development shall have a maximum F.A.R. of 0.55.

C. SETBACKS

1. Structure Setbacks

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

- a. Seventy-five (75) feet from the southern boundary of the “PC” District.
- b. Five (5) feet from the eastern and western boundaries of the “PC” District.
- c. Thirty (30) feet from the northern boundary of the “PC” District.

2. Parking Setbacks

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

- a. Thirty (30) feet from the southern boundary of the “PC” District.
- b. Zero (0) feet from the eastern and western boundaries of the “PC” District.
- c. Thirty (30) feet from the northern boundary of the “PC” District.

D. PARKING AND LOADING REQUIREMENTS

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

3. Provide adequate temporary off-street parking for construction employees. Parking on non-surfaced areas shall be prohibited in order to eliminate the condition whereby mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.
4. 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. Installation of a Landscaping and Ornamental Entrance Monument or Identification Signage construction, if proposed, shall be reviewed by the City of Chesterfield, and/or the St. Louis County Department of Highways and Traffic (or MoDOT), for sight distance considerations and approved 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 from one entrance/exit on North Outer 40 Road as shown on the Preliminary Development Plan and adequate sight distance shall be provided, as directed by the City of Chesterfield, the Missouri Department of Transportation and St. Louis County Department of Transportation, as applicable.
2. Provide public access easements as needed such that access is provided from North Outer 40 Road to the adjoining property to the north for trail access. The easement shall be dedicated to the City of Chesterfield for public use. The conveyance or dedication of these easements will be a condition of Site Improvement Plan approval. The location, dimensions, and form of the conveyance or dedication shall be mutually agreed upon by the developer and the City of Chesterfield, and any such conveyance or dedication shall be subject to existing easements, if any.
3. If adequate sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement including correction to the vertical alignment and other off-site improvements may be required to provide the required sight distance as required by the City of Chesterfield and the St. Louis County Department of Transportation.
4. Cross access shall be provided to serve the properties to the east and west of the subject site, as directed by the City of Chesterfield.

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Construct improvements as required by St. Louis County Department of Transportation and the City of Chesterfield, as directed by the City.
2. Additional right-of-way and road improvements shall be provided, as required by the St. Louis County Department of Transportation and the City of Chesterfield.
3. Prior to Special Use Permit issuance by the St. Louis County Department of Transportation, a special cash escrow or a special cash escrow supported by an Irrevocable Letter of Credit, must be established with the St. Louis County Department of Transportation to guarantee completion of the required roadway improvements.

4. The developer is advised that utility companies will require compensation for relocation of their facilities within public road right-of-way. Utility relocation cost shall not be considered as an allowable credit against the petitioner's traffic generation assessment contributions. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements.
5. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield and the St. Louis County Department of Highways and Traffic. No gate installation will be permitted on public right-of-way.
6. If a gate is installed on a street in this development, the streets within the development, or that portion of the development that is gated, shall be private and remain private forever.

K. TRAFFIC STUDY

1. Provide a traffic study as directed by the City of Chesterfield and/or the St. Louis County Department of Transportation. The scope of the study shall include internal and external circulation and may be limited to site specific impacts, such as the need for additional lanes, entrance configuration, geometrics, sight distance, traffic signal modifications or other improvements required, as long as the density of the proposed development falls within the parameters of the City's traffic model. Should the density be other than the density assumed in the model, regional issues shall be addressed as directed by the City of Chesterfield.
2. Provide a sight distance evaluation report, as required by the City of Chesterfield, for the proposed entrance onto North Outer 40 Road. If adequate sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to the vertical alignment, and/or other off-site improvements shall be required, as directed by the City of Chesterfield and/or the St. Louis County Department of Transportation.

L. POWER OF REVIEW

Either Councilmember of the Ward where a development is proposed or the Mayor may request that the plan for a development be reviewed and approved by the entire City Council. This request must be made no later than twenty-four (24) hours after Planning Commission review. The City Council will then take appropriate action relative to the proposal. The plan for a development, for purposes of this section, may include the site development plan, site development section plan, site development concept plan, landscape plan, lighting plans, architectural elevations, sign package or any amendment thereto.

M. STORM WATER

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or an adequate piped system.
2. Formal MSD review and approval and permits are required prior to construction.
3. Emergency overflow drainage ways to accommodate runoff from the 100-year storm event shall be provided for all storm sewers, as directed by the City of Chesterfield.
4. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed.
5. The lowest opening of all structures shall be set at least two (2) feet higher than the one hundred (100) year high water elevation in detention/retention facilities. All structures shall be set at least 30 feet horizontally from the limits of the one hundred (100) year high water.
6. The developer shall be responsible for construction of any required storm water improvements per the Chesterfield Valley Master Storm Water Plan, as applicable, and shall coordinate with the owners of the properties affected by construction of the required improvements. In the event that the ultimate required improvements cannot be constructed concurrently with this development, the developer shall provide interim drainage facilities and establish sufficient escrows as guarantee of future construction of the required improvements, including removal of interim facilities. Interim facilities shall be sized to handle runoff from the 100-year, 24-hour storm event as produced by the Master Storm Water Plan model. The interim facilities shall

provide positive drainage and may include a temporary pump station, if necessary. Interim facilities shall be removed promptly after the permanent storm water improvements are constructed.

7. The developer may elect to propose alternate geometry, size and/or type of storm water improvements that are functionally equivalent to the required improvements per the Chesterfield Valley Master Storm Water Plan. Functional equivalence is said to be achieved when, as determined by the Public Works Director, the alternate proposal provides the same hydraulic function, connectivity, and system-wide benefits without adversely affecting any of the following: water surface profiles at any location outside the development; future capital expenditures; maintenance obligations; equipment needs; frequency of maintenance; and probability of malfunction. The City will consider, but is not obligated to accept, the developer's alternate plans. If the Public Works Director determines that the developer's proposal may be functionally equivalent to the Chesterfield Valley Master Storm Water Plan improvements, hydraulic routing calculations will be performed to make a final determination of functional equivalence. The Director will consider the developer's proposal, but is not obligated to have the hydraulic analysis performed if any of the other criteria regarding functional equivalence will not be met. The hydraulic routing calculations regarding functional equivalence may be performed by a consultant retained by the City of Chesterfield. The developer shall be responsible for all costs related to consideration of an alternate proposal, which shall include any costs related to work performed by the consultant.
8. The developer shall provide all necessary Chesterfield Valley Storm Water Easements to accommodate future construction of the Chesterfield Valley Master Storm Water Plan improvements, and depict any and all Chesterfield Valley Master Storm Water Plan improvements on the Site Development Plan(s) and Improvement Plans. Maintenance of the required storm water improvements shall be the responsibility of the property owner unless otherwise noted.
9. All Chesterfield Valley Master Storm Water Plan improvements, as applicable, shall be operational prior to the paving of any driveways or parking areas unless otherwise approved.
10. Post Construction Best Management Practices (BMPs) will be required to treat the extents of the project's disturbed area. Additional BMPs may need to be integrated throughout the site in order to demonstrate this as detailed plans are developed. BMPs with a runoff volume

reduction component shall be the emphasis of the site's water quality strategy.

11. Approval from the Monarch Chesterfield Levee District and the City of Chesterfield with regards to the project's compliance with the Chesterfield Valley master drainage plan will be required prior to MSD approval of final plans.
12. The Chesterfield Outlets Pump Station was planned to serve the subject property and the adjacent property to the east.
 - a. The proposed sanitary sewer shall be public and located within a minimum 10' wide easement granted to MSD. The easement corridor shall extend to the eastern property line.
 - b. The easement and the horizontal and vertical design location of the new sanitary sewer shall maximize accessibility to the Chesterfield Outlets Pump Station via gravity sewers.
 - c. The anticipated flows generated by the Top Golf development will need to be determined and compared to the current capacity of the Chesterfield Outlets Pump Station. Improvements to the pump station and its effluent main may be necessary if the Top Golf development would generate flows in excess of the pump station's current storage and pumping capacities.
13. Detention/retention and channel protection measures are to be provided in each watershed as required by the City of Chesterfield. The storm water management facilities shall be operational prior to paving of any driveways or parking areas in non-residential development or issuance of building permits exceeding sixty percent (60%) of approved dwelling units in each plat, watershed or phase of residential developments. The location and types of storm water management facilities shall be identified on the Site Development Plan(s).

N. SANITARY SEWER

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

O. GEOTECHNICAL REPORT

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

P. MISCELLANEOUS

1. All utilities will be installed underground.
2. Prior to record plat approval, the developer shall cause, at his expense and prior to the recording of any plat, the reestablishment, restoration or appropriate witnessing of all Corners of the United States Public Land Survey located within, or which define or lie upon, the out boundaries of the subject tract in accordance with the Missouri Minimum Standards relating to the preservation and maintenance of the United States Public Land Survey Corners, as necessary.
3. Prior to final release of subdivision construction deposits, the developer shall provide certification by a registered land surveyor that all monumentation depicted on the record plat has been installed and United States Public Land Survey Corners have not been disturbed during construction activities or that they have been reestablished and the appropriate documents filed with the Missouri Department of Natural Resources Land Survey Program, as necessary.
4. If any development in, or alteration of, the floodplain or supplemental protection area is proposed, the developer may be required to submit a Floodplain Study and/or a Floodplain Development Permit/Application to the City of Chesterfield for approval. The Floodplain Study must be approved by the City of Chesterfield prior to the approval of the Site Development Plan, as directed. The Floodplain Development Permit must be approved prior to the approval of a grading permit or improvement plans. If any change in the location of the Special Flood Hazard Area is proposed, the Developer shall be required to obtain a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency. The LOMR must be issued by FEMA prior to the final release of any escrow held by the City of Chesterfield for

improvements in the development. Elevation Certificates will be required for any structures within the Special Flood Hazard Area or the Supplemental Protection Area. Consult Article 5 of the Unified Development Code for specific requirements.

5. An opportunity for recycling will be provided. All provisions of Chapter 25, Article VII, and Section 25-122 thru Section 25-126 of the City Code shall be required where applicable.
6. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield and Saint Louis County Department of Highways and Traffic. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.

II. TIME PERIOD FOR SUBMITTAL OF SITE DEVELOPMENT CONCEPT PLANS AND SITE DEVELOPMENT PLANS

- A.** The developer shall submit a concept plan within eighteen (18) months of City Council approval of the change of zoning.
- B.** In lieu of submitting a Site Development Concept Plan and Site Development Section Plans, the petitioner may submit a Site Development Plan for the entire development within eighteen (18) months of the date of approval of the change of zoning by the City.
- C.** Failure to comply with these submittal requirements will result in the expiration of the change of zoning and will require a new public hearing.
- D.** Said Plan shall be submitted in accordance with the combined requirements for Site Development Section and Concept Plans. The submission of Amended Site Development Plans by sections of this project to the Planning Commission shall be permitted if this option is utilized.
- E.** Where due cause is shown by the developer, the City Council may extend the period to submit a Site Development Concept Plan or Site Development Plan for eighteen (18) months.

III. COMMENCEMENT OF CONSTRUCTION

- A.** Substantial construction shall commence within two (2) years of approval of the Site Development Concept Plan or Site Development Plan, unless otherwise authorized by ordinance.
- B.** Where due cause is shown by the developer, the City Council may extend the period to commence construction for two (2) additional years.

IV. GENERAL CRITERIA

A. SITE DEVELOPMENT CONCEPT PLAN

1. Any Site Development Concept Plan shall show all information required on a preliminary plat as required in the City of Chesterfield Code.
2. Include a Conceptual Landscape Plan in accordance with the City of Chesterfield Unified Development Code to indicate proposed landscaping along arterial and collector roadways.
3. Include a Lighting Plan in accordance with the City of Chesterfield Unified Development Code to indicate proposed lighting along arterial collector roadways.
4. Provide comments/approvals from the appropriate Fire District, the Metropolitan St. Louis Sewer District, the St. Louis County Department of Highways and Traffic, Monarch Chesterfield Levee District, Spirit of St. Louis Airport and the Missouri Department of Transportation.
5. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

B. SITE DEVELOPMENT SECTION PLAN SUBMITTAL REQUIREMENTS

The Site Development Section Plan shall adhere to the above criteria and to the following:

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.

3. Provide open space percentage for overall development including separate percentage for each lot on the plan.
4. Provide Floor Area Ratio (F.A.R.).
5. A note indicating all utilities will be installed underground.
6. A note indicating signage approval is separate process.
7. Depict the location of all buildings, size, including height and distance from adjacent property lines and proposed use.
8. Specific structure and parking setbacks along all roadways and property lines.
9. Indicate location of all existing and proposed freestanding monument signs.
10. Zoning district lines, subdivision name, lot number, lot dimensions, lot area, and zoning of adjacent parcels where different than site.
11. Floodplain boundaries.
12. Depict existing and proposed improvements within one hundred fifty (150) feet of the site as directed. Improvements include, but are not limited to, roadways, driveways and walkways adjacent to and across the street from the site, significant natural features, such as wooded areas and rock formations, and other karst features that are to remain or be removed.
13. Depict all existing and proposed easements and rights-of-way within one hundred fifty (150) feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.
14. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
15. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending one hundred fifty (150) feet beyond the limits of the site as directed.
16. Address trees and landscaping in accordance with the City of Chesterfield Unified Development Code.

17. Comply with all preliminary plat requirements of the City of Chesterfield Unified Development Code.
18. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.
19. Provide comments/approvals from the appropriate Fire District, the Metropolitan St. Louis Sewer District, Monarch Levee District, Spirit of St. Louis Airport, St. Louis Department of Highways and Traffic, and the Missouri Department of Transportation.
20. Compliance with Sky Exposure Plane.
21. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

C. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

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

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Outboundary plat and legal description of property.
3. Density calculations.
4. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.
5. Provide openspace percentage for overall development including separate percentage for each lot on the plan.
6. Provide Floor Area Ratio (F.A.R.).
7. A note indicating all utilities will be installed underground.
8. A note indicating signage approval is separate process.
9. Depict the location of all buildings, size, including height and distance from adjacent property lines, and proposed use.

10. Specific structure and parking setbacks along all roadways and property lines.
11. Indicate location of all existing and proposed freestanding monument signs.
12. Zoning district lines, subdivision name, lot number, dimensions, and area, and zoning of adjacent parcels where different than site.
13. Floodplain boundaries.
14. Depict existing and proposed improvements within 150 feet of the site as directed. Improvements include, but are not limited to, roadways, driveways and walkways adjacent to and across the street from the site, significant natural features, such as wooded areas and rock formations, and other karst features that are to remain or be removed.
15. Depict all existing and proposed easements and rights-of-way within 150 feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.
16. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
17. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending 150 feet beyond the limits of the site as directed.
18. Address trees and landscaping in accordance with the City of Chesterfield Code.
19. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.
20. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.
21. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, 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.

V. TRUST FUND CONTRIBUTION

Traffic Generation Assessment Rates

The amount of all required contributions for roadway, storm water and primary water line improvements, if not submitted by January 1, 2017, shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the Saint Louis County Department of Transportation.

A. ROADS

1. The developer shall be required to contribute a Traffic Generation Assessment (TGA) to the Chesterfield Valley Trust Fund (No. 556). This contribution shall not exceed an amount established by multiplying the required parking spaces by the following rate schedule:

<u>Type of Development</u>	<u>Required Contribution</u>
General Retail	\$2,223.29/parking space
Recreational Uses	\$512.12/parking space
Office Space	\$741.06/parking space

If types of development proposed differ from those listed, rates shall be provided by the St. Louis County Department of Transportation.

If a portion of the improvements required herein are needed to provide for the safety of the traveling public, their completion as a part of this development is mandatory.

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

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

3. Road Improvement Traffic Generation Assessment contributions shall be deposited with Saint Louis County Department of Transportation. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by Saint Louis County Department of Transportation or prior to the issuance of building permits in the case where no Special Use Permit is required. If development phasing is anticipated, the developer shall provide the Traffic Generation Assessment contribution prior to the issuance of building permits for each phase of development. Funds shall be payable to Treasurer, Saint Louis County.

B. WATER MAIN

The primary water line contribution is based on gross acreage of the development land area. The contribution shall be a sum of \$894.19 per acre for the total area as approved on the Site Development Plan to be used solely to help defray the cost of constructing the primary water line serving the Chesterfield Valley area.

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

C. STORM WATER

The storm water contribution is based on gross acreage of the development land area. These funds are necessary to help defray the cost of engineering and construction improvements for the collection and disposal of storm water from the Chesterfield Valley in accordance with the Master Plan on file with and jointly approved by Saint Louis County and the Metropolitan Saint Louis Sewer District. The amount of the storm water contribution will be computed based on \$2,837.06 per acre for the total area as approved on the Site Development Plan.

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

D. SANITARY SEWER

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

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

VI. RECORDING

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

VII. ENFORCEMENT

- A.** The City of Chesterfield, Missouri will enforce the conditions of this ordinance in accordance with the Plan approved by the City of Chesterfield and the terms of this Attachment A.
- B.** Failure to comply with any or all the conditions of this ordinance will be adequate cause for revocation of approvals/permits by reviewing Departments and Commissions.
- C.** Non-compliance with the specific requirements and conditions set forth in this Ordinance and its attached conditions or other Ordinances of the City of Chesterfield shall constitute an ordinance violation, subject, but not limited to, the penalty provisions as set forth in the City of Chesterfield Code.
- D.** Waiver of Notice of Violation per the City of Chesterfield Code.
- E.** This document shall be read as a whole and any inconsistency to be integrated to carry out the overall intent of this Attachment A.

SITE INFORMATION:

- PROPOSED SITE AREA = 22.218 ACRES
EXISTING ZONING = "PC" PLANNED COMMERCIAL (ORD. #1564 AND #2570)
PROPOSED ZONING = "PC" PLANNED COMMERCIAL
CITY = CHESTERFIELD, MISSOURI
SITE ZIP CODE = 63005
SITE ADDRESS INFO: 16851, 16845 AND 16838 NORTH OUTER 40 ROAD
OWNER: TOPGOLF USA CHESTERFIELD, LLC (OWNER UNDER CONTRACT)
UNINCORPORATED: PGS. 20 AND 21
SEWER DISTRICT = METROPOLITAN ST. LOUIS SEWER DISTRICT
WATER SHED = CALUMS CREEK, MISSOURI RIVER
FLOOD MAP PANEL = FIRM 211900048K, EFFECTIVE FEB. 4, 2015
FIRE DISTRICT = MONARCH FIRE PROTECTION DIST. 13728 OLIVE BLVD. CHESTERFIELD, MO 63017
WATER DISTRICT = MISSOURI AMERICAN WATER COMPANY

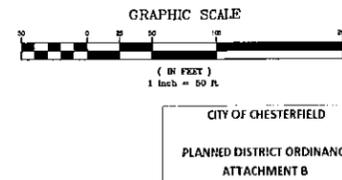
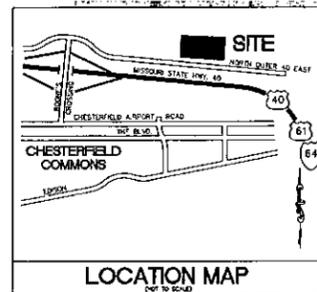
INDEX

- C1 - PRELIMINARY DEVELOPMENT PLAN
C2 - SITE SECTIONS
TSD - TREE STAND DELINEATION

TOPGOLF PRELIMINARY DEVELOPMENT PLAN

A TRACT OF LAND AS CONVEYED TO SUMMIT ICE CENTER INVESTORS, L.L.C., BY INSTRUMENT RECORDED IN BOOK 14790, PAGE 648 AND LOTS A AND B OF VALLEY GATES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 356, PAGE 688 BOTH OF THE ST. LOUIS COUNTY RECORDS, LOCATED IN U.S. SURVEY 2031, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

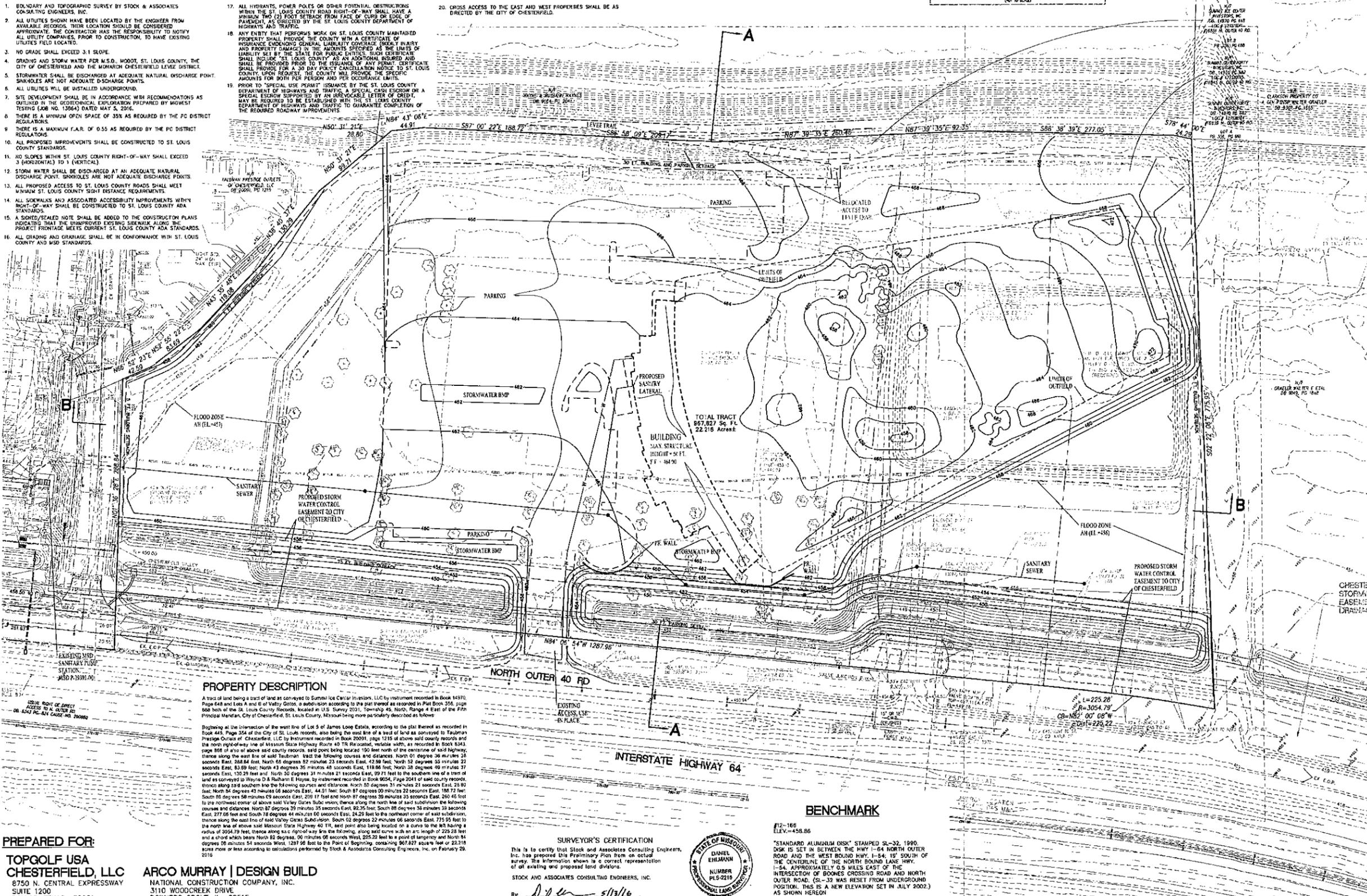
TOTAL TRACT = 22.218 AC



GENERAL NOTES

- 1. BOUNDARY AND TOPOGRAPHIC SURVEY BY STOCK & ASSOCIATES CONSULTING ENGINEERS, INC.
2. ALL UTILITIES SHOWN HAVE BEEN LOCATED BY THE ENGINEER FROM AVAILABLE RECORDS. THEIR LOCATION SHOULD BE CONSIDERED APPROXIMATE. THE CONTRACTOR HAS THE RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES, PRIOR TO CONSTRUCTION, TO HAVE EXISTING UTILITIES FIELD LOCATED.
3. NO GRADE SHALL EXCEED 3:1 SLOPE.
4. GRADING AND STORM WATER PER M.S.D. MOODT, ST. LOUIS COUNTY, THE CITY OF CHESTERFIELD AND THE MONARCH CHESTERFIELD LEVEE DISTRICT.
5. STORMWATER SHALL BE DISCHARGED AT ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
6. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
7. SITE DEVELOPMENT SHALL BE IN ACCORDANCE WITH RECOMMENDATIONS AS OUTLINED IN THE GEOTECHNICAL EXPLORATION PREPARED BY MIDWEST TESTING (JOB NO. 13864) DATED MAY 5, 2016.
8. THERE IS A MINIMUM OPEN SPACE OF 33% AS REQUIRED BY THE PC DISTRICT REGULATIONS.
9. THERE IS A MAXIMUM F.A.R. OF 0.55 AS REQUIRED BY THE PC DISTRICT REGULATIONS.
10. PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED TO ST. LOUIS COUNTY STANDARDS.
11. NO SLOPES WITHIN ST. LOUIS COUNTY RIGHT-OF-WAY SHALL EXCEED 3:1 (HORIZONTAL) TO 1 (VERTICAL).
12. STORM WATER SHALL BE DISCHARGED AT AN ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
13. ALL PROPOSED ACCESS TO ST. LOUIS COUNTY ROADS SHALL MEET MINIMUM ST. LOUIS COUNTY SIGHT DISTANCE REQUIREMENTS.
14. ALL SIDEWALKS AND ASSOCIATED ACCESSIBILITY IMPROVEMENTS WITHIN RIGHT-OF-WAY SHALL BE CONSTRUCTED TO ST. LOUIS COUNTY ADA STANDARDS.
15. A SIGNED/SEALED NOTE SHALL BE ADDED TO THE CONSTRUCTION PLANS INDICATING THAT THE IMPROVED EXISTING SIDEWALK ALONG THE PROJECT FRONTAGE MEETS CURRENT ST. LOUIS COUNTY ADA STANDARDS.
16. ALL GRADING AND GRADES SHALL BE IN CONFORMANCE WITH ST. LOUIS COUNTY AND MSD STANDARDS.

- 17. ALL HYDRANTS, POWER POLES OR OTHER POTENTIAL OBSTRUCTIONS WITHIN THE ST. LOUIS COUNTY RIGHT-OF-WAY SHALL HAVE A MINIMUM TWO (2) FOOT SETBACK FROM FACE OF CURB OR EDGE OF PAVEMENT, AS DIRECTED BY THE ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC.
18. ANY ENTITY THAT PERFORMS WORK ON ST. LOUIS COUNTY MAINTAINED PROPERTY SHALL PROVIDE THE COUNTY WITH A CERTIFICATE OF INSURANCE ENDORSING GENERAL LIABILITY COVERAGE (BODILY INJURY AND PROPERTY DAMAGE) IN THE AMOUNTS SPECIFIED AS THE LIMITS OF LIABILITY SET BY THE STATE FOR PUBLIC ENTITIES. SUCH CERTIFICATE SHALL INCLUDE ST. LOUIS COUNTY AS AN ADDITIONAL INSURED AND SHALL BE PROVIDED PRIOR TO THE ISSUANCE OF ANY PERMIT. CERTIFICATE SHALL PROVIDE FOR A 30 DAY PRECIPITATION CANCELLATION NOTICE TO ST. LOUIS COUNTY UPON REQUEST. THE COUNTY WILL PROVIDE THE SPECIFIC AMOUNTS FOR BOTH PER PERSON AND PER OCCURRENCE LIMITS.
19. PRIOR TO "SPECIAL USE PERMIT" ISSUANCE BY THE ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC, A SPECIAL CASH ESCROW OR A SPECIAL ESCROW SUPPORTED BY AN IRREVOCABLE LETTER OF CREDIT, MAY BE REQUIRED TO BE ESTABLISHED WITH THE ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC TO GUARANTEE COMPLETION OF THE REQUIRED ROADWAY IMPROVEMENTS.
20. GROSS ACCESS TO THE EAST AND WEST PROPERTIES SHALL BE AS DIRECTED BY THE CITY OF CHESTERFIELD.



PROPERTY DESCRIPTION

A tract of land being a part of and as conveyed to Summit Ice Center Investors, L.L.C. by instrument recorded in Book 14790, Page 648 and Lots A and B of Valley Gates, a subdivision according to the plat thereof as recorded in Plat Book 356, page 688 both of the St. Louis County Records, located in U.S. Survey 2031, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at the intersection of the west line of Lot 5 of James Long Estab., according to the plat thereof as recorded in Book 445, Page 354 of the City of St. Louis records, also being the east line of a part of land as conveyed to Taubman Prestige Outlets of Chesterfield, LLC by instrument recorded in Book 20091, page 1215 of above said county records and the north right-of-way line of Missouri State Highway Route 40 (TK) the corner, westerly corner, as recorded in Book 8343, page 888 of also of above said county records, said point being located 190 feet north of the centerline of said highway, thence along the east line of said Taubman tract the following courses and distances: North 01 degree 36 minutes 26 seconds East, 288.84 feet; North 61 degrees 57 minutes 23 seconds East, 47.92 feet; North 52 degrees 55 minutes 22 seconds East, 63.69 feet; North 43 degrees 35 minutes 48 seconds East, 118.06 feet; North 38 degrees 40 minutes 37 seconds East, 130.28 feet and North 30 degrees 31 minutes 21 seconds East, 99.71 feet to the southern line of a tract of land as conveyed to Wynn D & Barbara E. Hoyer, by instrument recorded in Book 9054, Page 2041 of said county records, thence along said southern line the following courses and distances: North 50 degrees 31 minutes 21 seconds East, 25.80 feet; North 84 degrees 43 minutes 43 seconds East, 44.71 feet; South 87 degrees 00 minutes 22 seconds East, 188.72 feet; South 86 degrees 58 minutes 09 seconds East, 208.17 feet and North 87 degrees 39 minutes 25 seconds East, 260.45 feet to the northwest corner of above said Valley Gates Subdivision, thence along the north line of said subdivision the following courses and distances: North 87 degrees 39 minutes 25 seconds East, 92.35 feet; South 88 degrees 58 minutes 58 seconds East, 277.05 feet and South 78 degrees 44 minutes 50 seconds East, 24.29 feet to the northeast corner of said subdivision, thence along the east line of said Valley Gates Subdivision: South 02 degrees 22 minutes 06 seconds East, 775.95 feet to the north line of above said Missouri State Highway 40 (TK), said point also being located on a curve to the left having a radius of 3054.79 feet, thence along said right-of-way line the following, along said curve with an arc length of 228.28 feet and a chord which bears North 83 degrees, 00 minutes 06 seconds West, 255.22 feet to a point of tangency and North 84 degrees 08 minutes 54 seconds West, 1291.56 feet to the Point of Beginning, containing 967,827 square feet or 22.218 acres more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc. on February 29, 2016.

SURVEYOR'S CERTIFICATION

This is to certify that Stock & Associates Consulting Engineers, Inc. has prepared this Preliminary Plan from an actual survey. The information shown is a correct representation of all existing and proposed land divisions.

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.

By Daniel Ehlmann 5/13/16 Daniel Ehlmann, Missouri L.S. No. 2215



BENCHMARK

112-166 ELEV.=458.86

STANDARD ALUMINUM DISK STAMPED SL-32, 1990. DISK IS SET IN BETWEEN THE HWY I-64 NORTH OUTER ROAD AND THE WEST BOUND HWY I-64, 15' SOUTH OF THE CENTERLINE OF THE NORTH BOUND LANE HWY I-64, APPROXIMATELY 0.5 MILES EAST OF THE INTERSECTION OF BOONES CROSSING ROAD AND NORTH OUTER ROAD. (SL-32 WAS RESET FROM UNDERGROUND POSITION. THIS IS A NEW ELEVATION SET IN JULY 2002.) AS SHOWN HEREON

PREPARED FOR: TOPGOLF USA CHESTERFIELD, LLC 8750 N. CENTRAL EXPRESSWAY SUITE 1200 DALLAS, TEXAS 75231

ARCO MURRAY | DESIGN BUILD NATIONAL CONSTRUCTION COMPANY, INC. 3110 WOODCREEK DRIVE DOWNERS GROVE, IL 60515

PREPARED BY: STOCK & ASSOCIATES Consulting Engineers, Inc. 297 Chesterfield Business Park St. Louis, MO 63005 PH: (636) 528-0000 FAX: (636) 528-0000 www.stockandassociates.com

PRELIMINARY DEVELOPMENT PLAN FOR: TOPGOLF CITY OF CHESTERFIELD, MISSOURI



GEORGE M. STOCK C-25116 CIVIL ENGINEER CERTIFICATE OF AUTHORITY NUMBER: 000596

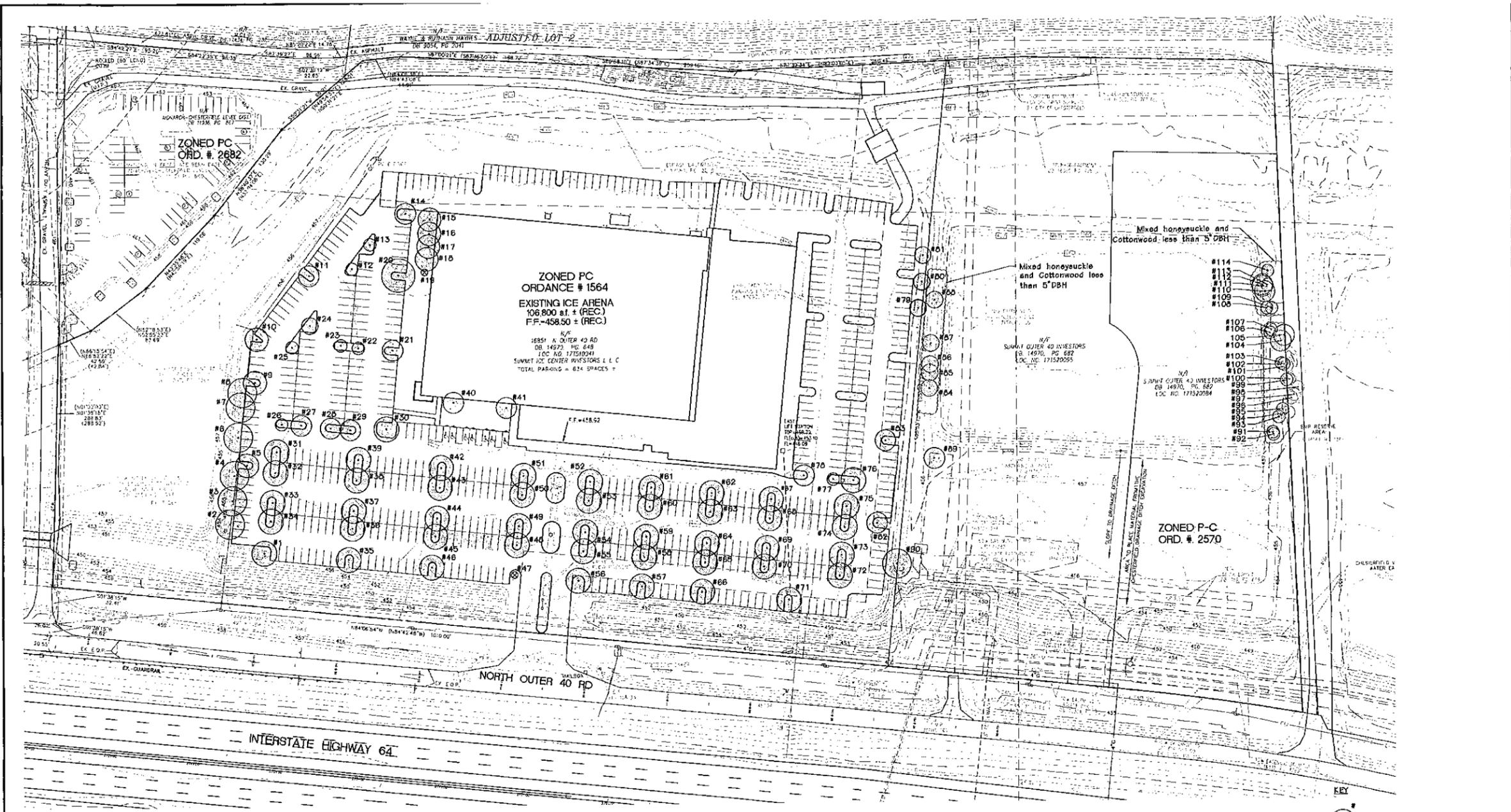
Table with 2 columns: REVISIONS, and 5 rows of revision details including dates and descriptions.

Table with 4 columns: DATE, E.J.P., DATE, C.M.S. containing project dates and initials.

SHEET TITLE: PRELIMINARY DEVELOPMENT PLAN SHEET NO.: C1

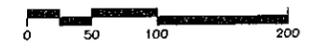


Jared Saunders - Landscape Architect
MD License # LA-007
Consultants:



TREE STAND DELINEATION

SCALE 1" = 50'



Tree Stand Delineation Narrative
February 26, 2016

This project site is a total of 22.21 Ac. and has a total of 1.22 Ac. of canopy coverage. The canopy consists of Ash, Birch, Cottonwood, Pear, and White Pine. The few Pear are located along the west edge of the parking lot of have been topped underneath the overhead electric line. A few large White Pine border the existing building. All Ash and Birch are located within a parking lot island and only those east of the building entrance have been mulched, the remaining have turf to the base of the trunk. Cottonwoods make up scrubby tree lines along the east edge of the parking lot and along the east property line.

RATING:
0 = Dead or Stump
1 = Poor
2 = Fair
3 = Good
4 = Excellent

There are no Monarch, State Champion or rare trees found on the site.

Total Site Area = 967,547 sq. ft. or 22.21 Ac
Total Tree Canopy = 53,092 sq. ft. or 1.22 Ac

No.	Tree Name	DBH	Canopy Diam.	Area	Condition Rating	Comment
1	Birch	10	28	616	3	
2	Pear	18	35	962	2	OHE
3	Pear	15	35	962	2	OHE
4	Pear	15	35	962	2	OHE
5	Birch	10	20	314	2	OHE
6	Pear	15	35	962	2	OHE, decay
7	Pear	15	35	962	1	OHE
8	Pear	15	35	962	1	OHE, decay
9	Birch	10	28	616	1	OHE, multistem
10	Birch	12	30	707	2	OHE, multistem
11	Birch	10	25	491	2	OHE, multistem
12	Ash	5	15	177	3	
13	Ash	6	15	177	4	
14	Ash	15	25	491	3	
15	Pine	20	25	491	4	
16	Pine	20	25	491	4	
17	Pine	12	25	314	2	
18	Pine	12	25	491	4	
19	Stump	12	0	0	0	
20	Ash	15	40	1257	2	
21	Ash	12	20	314	2	
22	Ash	5	15	177	2	
23	Ash	6	15	177	2	
24	Ash	6	20	314	3	
25	Ash	6	15	177	2	
26	Ash	10	25	491	2	basal wounds
27	Ash	6	20	314	3	
28	Ash	6	25	491	2	girdling root
29	Ash	6	25	491	2	
30	Birch	10	28	616	3	
31	Ash	15	30	707	2	deadwood
32	Ash	15	35	962	1	injured bark
33	Ash	8	30	707	2	
34	Ash	10	30	707	2	
35	Birch	9	30	707	3	

36	Ash	10	30	707	3	
37	Ash	9	30	707	3	
38	Ash	10	30	707	3	
39	Ash	10	30	707	3	
40	Pine	9	20	314	3	fork at 3'
41	Pine	9	20	314	3	
42	Ash	9	30	707	3	
43	Ash	9	30	707	3	
44	Ash	10	30	707	3	
45	Ash	9	30	707	3	
46	Birch	9	28	616	2	
47	Stump	15	0	0	0	
48	Ash	12	30	707	3	deadwood
49	Ash	12	30	707	3	
50	Ash	10	30	707	3	
51	Ash	10	30	707	3	
52	Ash	12	30	707	3	
53	Ash	12	30	707	3	
54	Ash	12	30	707	3	
55	Ash	10	30	707	3	
56	Birch	10	30	707	3	
57	Birch	10	30	707	3	multistem
58	Ash	9	30	707	3	
59	Ash	10	30	707	3	
60	Ash	12	30	707	3	
61	Ash	6	35	962	2	
62	Ash	8	30	707	3	
63	Ash	8	30	707	2	
64	Ash	10	30	707	3	
65	Ash	10	30	707	3	
66	Birch	14	35	962	3	
67	Ash	9	25	491	2	
68	Ash	12	30	707	3	
69	Ash	12	30	707	3	
70	Ash	15	35	962	3	

71	Birch	12	35	962	3	fork at 6'
72	Ash	4	20	314	1	multistem at base
73	Ash	6	20	314	2	
74	Ash	6	20	314	1	
75	Ash	6	15	177	2	
76	Ash	12	30	707	2	
77	Ash	5	20	314	2	
78	Ash	8	25	491	2	
79	Cottonwood	7	20	314	1	fork at 1'
80	Cottonwood	8	20	314	1	fork at 2.5'
81	Cottonwood	8	25	491	1	
82	Ash	10	25	491	2	
83	Ash	10	25	491	2	multistem
84	Cottonwood	6	15	177	2	
85	Cottonwood	6	15	177	2	
86	Cottonwood	6	15	177	2	
87	Cottonwood	6	15	177	2	
88	Cottonwood	6	15	177	2	
89	Cottonwood	12	25	491	2	
90	Cottonwood	12	25	491	2	multistem
91	Cottonwood	6	15	177	1	
92	Cottonwood	6	15	177	2	fork at 2'
93	Cottonwood	6	15	177	2	fork at 1'
94	Cottonwood	6	15	177	2	Offsite, multistem
95	Cottonwood	6	15	177	2	multistem
96	Cottonwood	5	15	177	2	Offsite
97	Cottonwood	6	15	177	2	Offsite
98	Cottonwood	8	20	314	2	Offsite, fork at 2'
99	Cottonwood	10	20	314	2	
100	Cottonwood	5	12	113	2	Offsite
101	Cottonwood	7	15	177	2	Offsite
102	Cottonwood	7	15	177	2	
103	Cottonwood	8	15	177	2	
104	Cottonwood	8	15	177	2	
105	Cottonwood	6	15	177	2	

106	Cottonwood	7	15	177	2	
107	Cottonwood	8	25	491	2	multistem
108	Cottonwood	5	12	113	2	
109	Cottonwood	6	12	113	2	
110	Cottonwood	12	30	707	2	
111	Cottonwood	12	30	707	2	
112	Cottonwood	10	25	491	2	
113	Cottonwood	7	12	113	2	
114	Cottonwood	6	15	177	2	

Revisions:

Date	Description	No.

Drawn: BB
Checked: JB

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Sheet Title: Tree Stand Delineation Plan
Sheet No: TSD

Tree Inventory Plan
Prepared under direction of:
Bran Bage
Certified Arborist MW-5033A

Date: 02/25/16
Job #: 976.001

Arco-Murray