



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, November 7, 2016
5:45 PM**

1. Communications and Petitions

2. Appointments

3. 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, requested to be held by petitioner)

B. City Policy Nos. PW 6-15 (Voice Vote)

- 6) Trustee Notifications
- 7) Tree Limbs
- 8) City Flag
- 9) Snow Plowing
- 10) Tree Trimming
- 11) Winter Paving
- 12) Clothing
- 13) Concentrated Discharge in the Right of Way
- 14) Driveway Access Adjacent to Property Lines
- 15) Sewer Openings

C. Bill No. 3117 – Schoettler Road Bridge – Water Main Relocation – Contract for Water Facility Relocation (First Reading)

D. Bill No. 3118 – Schoettler Road Bridge – Water Main Relocation – Utility Attachment Agreement (First Reading)

E. Resolution 427- Baxter Road Striping (Voice Vote)

F. Bill No. 3119 – Spirit Valley Business Park, Lot 4B Easement Vacation (First & Second Reading)

- G. **Bill No. 3120** – Two Fire Hydrants for 669 Wild Horse Ridge Road (**First & Second Reading**)
- H. **Next Meeting**- November 10, 2016 (5:30pm)
- 4. **Finance and Administration Committee** – Chairperson Bruce DeGroot, Ward IV
 - A. **Bill No. 3121** – Candidate Filing Procedures
 - B. **Bill No. 3122** – Broadmoor NID
 - C. **Next Meeting** – November 28, 2016 (5:30pm)
- 5. **Parks, Recreation and Arts Committee** – Chairperson Barbara McGuinness, Ward I
- 6. **Public Health and Safety Committee** – Chairperson Bridget Nations, Ward II
- 7. **Report from the City Administrator** – Mike Geisel
 - A. **Stinson, Leonard, Street** – Professional Services Contract Funding – Fund Transfer from General Fund – Fund Reserve (**Roll Call Vote Required**)
 - B. **Bid Recommendation - 2016 Crack Sealing Project (Voice Vote Required)**
 - C. **Destruction of Records (Voice Vote Required)**
 - D. **Liquor License Request** – Valley Beer and Brat (**Voice Vote Required**)
- 8. **Unfinished Business** – Mayor Bob Nation
- 9. **New Business** – Mayor Bob Nation
- 10. **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 with employee groups (RSMo 610.021(3) 1994; bidding specification (RSMo 610.021(11) 1994; and/or proprietary technological materials (RSMo 610.021(15) 1994.



AGENDA
CHESTERFIELD CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, November 7, 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. City Council Meeting Minutes** – October 19, 2016
 - B. Executive Session Minutes** – October 19, 2016

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

VII. INTRODUCTORY REMARKS - Mayor Bob Nation

- A. **Thursday, November 10, 2016** – Planning and Public Works (5:30pm)
- B. **Monday, November 14, 2016** – Planning Commission (7pm)
- C. **Monday, November 21, 2016** – Next City Council meeting (7pm)
- D. **Monday, November 28, 2016** – Finance and Administration Committee (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. City Policy Nos. PW 6-15 (Voice Vote)

- 6) Trustee Notifications
- 7) Tree Limbs
- 8) City Flag
- 9) Snow Plowing
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- 11) Winter Paving
- 12) Clothing
- 13) Concentrated Discharge in the Right of Way
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- 15) Sewer Openings

3. Bill No. 3117 – Schoettler Road Bridge – Water Main Relocation – Contract for Water Facility Relocation **(First Reading)**

4. Bill No. 3118 – Schoettler Road Bridge – Water Main Relocation – Utility Attachment Agreement **(First Reading)**

5. Resolution 427- Baxter Road Striping **(Voice Vote)**

6. Bill No. 3119 – Spirit Valley Business Park, Lot 4B Storm Water Easement Vacation **(First & Second Reading)**

7. Bill No. 3120 – Two Fire Hydrants for 699 Wild Horse Ridge Road **(First & Second Reading)**

8. Next Meeting – November 10, 2016 (5:30pm)

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

1. Bill No. 3121 – Candidate Filing Procedures

2. Bill No. 3122 – Broadmoor NID

3. 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

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

A. Stinson, Leonard, Street – Professional Services Contract Funding –
Fund Transfer from General Fund – Fund Reserve **(Roll call vote required)**

B. Bid recommendation - 2016 Crack Sealing Project (Roll call vote required)

C. Destruction of Records (Voice Vote required)

D. Liquor License Request – Valley Beer and Brat **(Voice Vote required)**

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 (FIRST 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 **(FIRST READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**
- C. BILL NO. 3119** - AN ORDINANCE VACATING 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.)**
- D. 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.)**
- E. BILL NO. 3121** - AN ORDINANCE AMENDING 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)**
- F. 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. . **(FIRST READING; CITY ADMINISTRATION 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, 11/7/2016 – 5:45 PM

An AGENDA REVIEW meeting has been scheduled to start at **5:45 pm, on Monday November 7th, 2016**. Please let me know, ASAP, if you will be unable to attend this meeting.



RECORD OF PROCEEDING

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

OCTOBER 19, 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 5, 2016 City Council meeting were submitted for approval. Councilmember Tilman made a motion, seconded by Councilmember Nations, 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 5, 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

Ms. Brinda Ambal, 15457 Shadyford Court, asked Council to provide a space for Cricket pitch here in Chesterfield.

Mr. Ahbinav Pasupuleti, 1069 Arbor Grove Court, asked Council to provide a space for Cricket pitch.

Ms. Mireya Rajendran, 1085 Arbor Grove Court, asked Council to provide a space for Cricket pitch.

Mr. Kausthubh Sriperumbudoor, 16640 Benton Taylor Drive, asked Council to provide a space for Cricket pitch.

Mr. Aman Palanati, 379 Willow Weald Path, asked Council to provide a space for Cricket pitch.

Mr. Vikram Chekka, 1045 Arbor Grove Court, asked Council to provide a space for Cricket pitch.

Mr. Rohan Deshpande, 16709 Benton Taylor Drive, asked Council to provide a space for Cricket pitch.

Mr. Ganesh Krishnamurthy, 1077 Arbor Grove Court, asked Council to consider providing a space for Cricket pitch at a reduced rate in order to grow the sport. He stated that he was unhappy to learn that construction of a Cricket pitch would come with the condition of a utilization commitment. He was also unhappy with the rental fees that would apply.

Mr. Mike Doster, 16090 Swingley Ridge Road, stated he was present to answer questions pertaining to Bill No. 3110 (P.Z. 04-2016 US Ice Sports Complex & Valley Gates [Topgolf USA Chesterfield LLC]) and Bill No. 3116 (P.Z. 06-2016 Chesterfield Ridge Center [875 Chesterfield Parkway W]).

Mr. Donald Knoesel, 1425 Wilson Road, spoke against the City's use of condemnation for the Wilson Road culvert replacement.

INTRODUCTORY REMARKS

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

APPOINTMENTS

Mayor Nation nominated Mr. Robert Puyear, 226 River Valley Drive (Ward I), for re-appointment to the Police Personnel Board. Councilmember Flachsbart made a motion, seconded by Councilmember McGuinness, to approve this re-appointment. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Mr. Puyear's new three-year term will expire October 4, 2019.

Mayor Nation nominated Mr. Mark Raisher, 1506 Woodroyal West (Ward II), for re-appointment to the Finance & Administration Citizens Advisory Committee. Councilmember Tilman made a motion, seconded by Councilmember Nations, to approve this re-appointment. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Mr. Raisher's new three-year term will expire October 1, 2019.

COUNCIL COMMITTEE REPORTS

Planning/Public Works Committee

Councilmember Dan Hurt, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Flachsbart, to postpone Bill No. 3110 (P.Z. 04-2016 US Ice Sports Complex & Valley Gates [Topgolf USA Chesterfield LLC]) until the November 7 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 reported that Bill No. 3112 (Street Acceptance: Blue Valley Avenue and Brasher Street) will be considered for adoption under the "Legislation" portion of the agenda.

Councilmember Hurt reported that Bill No. 3113 (Addition of Six Stop Signs: Chesterfield Blue Valley Subdivision) will be considered for adoption under the "Legislation" portion of the agenda.

Councilmember Hurt reported that Bill No. 3116 (P.Z. 06-2016 Chesterfield Ridge Center [875 Chesterfield Parkway W]) will be considered for adoption under the "Legislation – Planning Commission" portion of the agenda.

Councilmember Hurt announced that the next meeting of this Committee has been scheduled for Thursday, October 20, at 5:30 p.m.

Finance and Administration Committee

Councilmember Bruce DeGroot, Chairperson of the Finance and Administration Committee, made a motion, seconded by Councilmember Flachsbart, to approve a Compensation and Benefits Study, in an amount not to exceed \$35,000 funded by a

transfer from General Fund – Fund Reserves. Discussion ensued clarifying details of the process. A roll call vote was taken with the following results: Ayes – Flachsbart, Logan, Nations, Hurt and Tilman. Nays – DeGroot, McGuinness and DeCampi. Mayor Nation declared the motion passed.

Councilmember DeGroot announced that the next meeting of this Committee (F&A Committee of the Whole) has been scheduled for Monday, October 24, at 5:30 p.m.

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, announced that the next meeting of this Committee has been scheduled for Monday, October 24, at 4:30 p.m.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel proposed a revised organizational structure for the City's administration as presented in Resolution No. 426. Councilmember Flachsbart made a motion, seconded by Councilmember Nations, to approve Resolution No. 426. 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 made a motion, seconded by Councilmember McGuinness, to add an agenda item to the November 7 City Council agenda, to provide for discussing a vote to release to the public all documentation related to the Doorack lease.

Councilmember Flachsbart made a motion, seconded by Councilmember Nations, to table the original motion and discuss in Executive Session. A voice vote was taken with an affirmative result (Councilmembers McGuinness, Hurt and DeCampi voted "no") and the motion was declared passed.

LEGISLATION

BILL NO. 3112 PERTAINS TO THE ACCEPTANCE OF BLUE VALLEY AVENUE AND BRASHER STREET AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD (SECOND READING;

**PLANNING & PUBLIC WORKS COMMITTEE
RECOMMENDS APPROVAL)**

Councilmember Hurt made a motion, seconded by Councilmember Logan, for the second reading of Bill No. 3112. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3112 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3112 with the following results: Ayes – Tilman, McGuinness, Logan, DeGroot, Flachsbart, DeCampi, Hurt and Nations. Nays – None. Whereupon Mayor Nation declared Bill No. 3112 approved, passed it and it became **ORDINANCE NO. 2915**.

**BILL NO. 3113 AMENDS ORDINANCE NUMBER 35, SCHEDULE VI,
INTERSECTION STOPS, OF THE ORDINANCES OF THE CITY
OF CHESTERFIELD BY ADDING PROVISIONS THERETO TO
INCLUDE STOP SIGNS IN THE CHESTERFIELD BLUE
VALLEY SUBDIVISION (SECOND READING; PLANNING &
PUBLIC WORKS COMMITTEE RECOMMENDS
APPROVAL)**

Councilmember Hurt made a motion, seconded by Councilmember DeGroot, for the second reading of Bill No. 3113. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3113 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3113 with the following results: Ayes – Hurt, Nations, Logan, DeGroot, Flachsbart, DeCampi, Tilman and McGuinness. Nays – None. Whereupon Mayor Nation declared Bill No. 3113 approved, passed it and it became **ORDINANCE NO. 2917**.

LEGISLATION – PLANNING COMMISSION

**BILL NO. 3116 AMENDS SECTION III OF ATTACHMENT ‘A’ OF CITY OF
CHESTERFIELD ORDINANCE 2723 BY REPEALING SECTION
III OF ATTACHMENT ‘A’ OF ORDINANCE 2723 AND
ENACTING IN LIEU THEREOF A NEW SECTION TO BE
KNOWN AS SECTION III WITHIN A “C-8” PLANNED
COMMERCIAL DISTRICT LOCATED WITHIN THE
NORTHWEST QUADRANT OF THE I-64 AND MO 340
(OLIVE/CLARKSON) INTERCHANGE (P.Z. 06-2016
CHESTERFIELD RIDGE CENTER {875 CHESTERFIELD
PARKWAY W}) (SECOND READING; PLANNING
COMMISSION RECOMMENDS APPROVAL)**

Councilmember Hurt made a motion, seconded by Councilmember Logan, for the second reading of Bill No. 3116. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3116 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3116 with the following results: Ayes – Hurt, DeCampi, Nations, DeGroot, Logan, McGuinness, Tilman and

Flachsbart. Nays – None. Whereupon Mayor Nation declared Bill No. 3116 approved, passed it and it became **ORDINANCE NO. 2916**.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 8:23 p.m.

Mayor Bob Nation

ATTEST:

Vickie J. Hass, City Clerk

APPROVED BY CITY COUNCIL: _____

COMMUNICATIONS AND PETITIONS

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

UPCOMING MEETINGS/EVENTS

- A. Thursday, November 10, 2016** – Planning and Public Works (5:30pm)
- B. Monday, November 14, 2016** – Planning Commission (7pm)
- C. Monday, November 21, 2016** – Next City Council meeting (7pm)
- D. Monday, November 28, 2016** – Finance and Administration Committee (5:30pm)

PLANNING AND PUBLIC WORKS COMMITTEE

The Planning and Public Works Committee met on Thursday, October 20th 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.

Public Works and Parks Policies #6 - #15. The Planning and Public Works Committee reviewed existing PPW policies #6 - #15 and recommended changes and deletions as more fully described in the memorandum from Public Works Director\James Eckrich included in your packet. The PPW Committee recommends approval. A voice vote is required.

- 6) Trustee Notifications
- 7) Tree Limbs
- 8) City Flag
- 9) Snow Plowing
- 10) Tree Trimming
- 11) Winter Paving
- 12) Clothing
- 13) Concentrated Discharge in the Right of Way
- 14) Driveway Access Adjacent to Property Lines
- 15) Sewer Openings

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. (FIRST 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. (FIRST READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)

Bill #3119 – An Ordinance vacating 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.)

Bill #3120 – Approves the installation of two fire hydrants for 699 Wild Horse Creek Road within the City of Chesterfield. (FIRST AND SECOND READING; DEPARTMENT OF PUBLIC SERVICES RECOMMENDS APPROVAL.)

Resolution #427 - Baxter Road "Road Diet"

As has been communicated to you, St. Louis County advised Public Works Director\City Engineer on October 19th, that they intend to re-stripe Baxter Road from the existing five lane section to three lanes accompanied by bicycle lanes in each direction in conjunction with the current road rehabilitation project.

As Mr. Eckrich communicated this to the Mayor and City Council, the Council uniformly expressed concern. Subsequently, Mr. Eckrich generated correspondence to St. Louis County dated October 24th, 2016.

Accordingly, Mr. Eckrich has prepared a resolution expressing the City's opposition to the proposed striping plan and loss of lanes for motorists. Said resolution requests that St. Louis County reconsider their decision and engage the public in this decision process.

Should Council favorably consider and pass the resolution, it would be forwarded to St. Louis County immediately thereafter, to further support the City's position as communicated to County in Mr. Eckrich's letter of October 24th.

A proposed resolution stating the City's opposition to the County's re-striping plan for Baxter Road which reduces the existing five traffic lanes to three traffic lanes with two bicycle lanes. (THE PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL BY VOICE VOTE)

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, 11/10/2016 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, October 20, 2016



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, October 20, 2016 in Conference Room 101.

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

Also in attendance were: Mayor Bob Nation; Planning Commission Chair Stanley Proctor; Jim Eckrich, Public Works Director/City Engineer; 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 September 22, 2016 Committee Meeting Summary

Councilmember DeGroot made a motion to approve the Meeting Summary of **September 22, 2016**. The motion was seconded by Councilmember Nations and **passed by a voice vote of 3-0** (Councilmember Flachsbart abstained.)

II. UNFINISHED BUSINESS - None

III. NEW BUSINESS

A. Public Works and Parks Policies 6-15

STAFF REPORT

Jim Eckrich, Public Works Director/City Engineer, stated at the direction of City Administrator, Mike Geisel, Staff has begun the process of reviewing all City Council policies to ensure those policies are current and accurate. The plan was to submit five policies at a time, and Policies 1-5 were previously presented to the Committee. At that time, it was suggested that up to ten policies can be presented at one time if there are no major changes to them. Therefore, Policies 6-15 are being presented for review at this time.

Mr. Eckrich presented the following recommendations:

Policy 6 Trustee Notifications: Recommend a new policy entitled **Construction Notification** which still delineates that the Trustees will be notified but also clarifies that individual property owners directly adjacent to major City projects will also be notified.

DISCUSSION

Councilmember DeGroot requested that the two Councilmembers from the affected Ward also be notified. Chair Hurt suggested that the Mayor should also be included. Mr. Eckrich indicated he would include the additions to the Policy.

Councilmember DeGroot made a motion to forward Public Works and Parks Policy 6, as recommended by Staff and as amended to include notification of the Mayor and Councilmembers, to City Council with a recommendation to approve. The motion was seconded by Councilmember Nations and **passed by a voice vote of 4-0.**

Policy 7 Tree Limbs: Recommend a new policy that combines the previous Policy 7 and Policy 10 into one policy delineating how the City trims trees in the right of way to maintain street and sidewalk clearance.

DISCUSSION

In response to Chair Hurt's questions, Mr. Eckrich clarified that Policy 10 delineated the clearance requirements for right-of-way trees, whereas Policy 7 dealt with the City picking up right-of-way tree limbs for residents who trimmed their own right-of-way trees.

There was further discussion on the meaning of "shortly before" as used in the following sentence: "If residents have received a tree trimming notice and trim trees between the street and sidewalk *shortly before* the crew works on their street, the limbs they have cut will be removed by City personnel." Mr. Eckrich indicated that "shortly before" could be omitted, however, the City does not want tree limbs sitting at the curb for an extended period of time. The Committee discussed this matter briefly and ultimately decided that wording should remain in the Policy.

Councilmember Flachsbart made a motion to forward Public Works and Parks Policy 7, as recommended by Staff, to City Council with a recommendation to approve. The motion was seconded by Councilmember Nations and **passed by a voice vote of 4-0.**

Policy 8 City Flag: This Policy allows businesses to display the City flag but only in conjunction with the American and State of Missouri flags. Staff is recommending this policy be deleted as it is detailed in the Municipal Code.

Councilmember Flachsbart made a motion to delete Public Works and Parks Policy 8, as recommended by Staff, and forward it to City Council with a recommendation to approve. The motion was seconded by Councilmember Nations and **passed by a voice vote of 4-0.**

Policy 9 Snow Plowing – State and County Roads: The existing Policy states City crews do not plow State and County roads unless requested by the Police Department and as approved and directed by the Planning and Public Works Committee. This situation occurs during a storm and the PPW committee is obviously not going to convene during a storm to resolve this. Therefore, Staff is requesting the following change: "City crews do not plow State/County roads unless requested by the Police

Department and as approved and directed by the Public Works Director, which may occur when there is a dangerous section of State or County roadway which needs plowing or salt.”

DISCUSSION

There was further discussion involving the term “one block” as referred to in the following sentence: “If traveling more than *one block* on the State/County road, City maintenance personnel are instructed to raise their blade and refrain from plowing.” Councilmember Flachsbart suggested that it be amended as follows: “City maintenance personnel are generally instructed to raise their blade and refrain from plowing on State/County roads unless requested by the Police Department or as approved and directed by the Director of Public Works.”

Councilmember Flachsbart complimented Mr. Eckrich and the City’s maintenance staff on the exemplary job they do during snow removal.

Councilmember Flachsbart made a motion to forward Public Works and Parks Policy 9, as recommended by Staff and as amended above, to City Council with a recommendation to approve. The motion was seconded by Councilmember Nations and passed by a voice vote of 4-0.

Policy 10 Tree Trimming: Recommend deleting this Policy as the details of it have been incorporated into Policy Number 7 (above).

Councilmember Nations made a motion to delete Public Works and Parks Policy 10, as recommended by Staff, and forward it to City Council with a recommendation to approve. The motion was seconded by Councilmember DeGroot and passed by a voice vote of 4-0.

Policy 11 Winter Paving: Recommend minor improvements to the existing policy to reflect current standards. The existing Policy was adopted in 1991 with a subsequent revision in 2003.

Councilmember Nations made a motion to forward Public Works and Parks Policy 11, as recommended by Staff, to City Council with a recommendation to approve. The motion was seconded by Councilmember Flachsbart and passed by a voice vote of 4-0.

Policy 12 Clothing: Recommend deleting this Policy. The replacement of worn clothing in the maintenance division should be a managerial decision and does not warrant a City Policy.

Councilmember Flachsbart made a motion to delete Public Works and Parks Policy 12, as recommended by Staff, and forward to City Council with a recommendation to approve. The motion was seconded by Councilmember DeGroot and passed by a voice vote of 4-0.

Policy 13 Concentrated Discharge in Right of Way: Recommend deleting this policy as the requirement is now contained in the Municipal Code.

Councilmember Nations made a motion to delete Public Works and Parks Policy 13, as recommended by Staff, and forward to City Council with a recommendation to approve. The motion was seconded by Councilmember Flachsbart and passed by a voice vote of 4-0.

Policy 14 Driveway Access Adjacent to Property Lines: Recommend no change to the existing policy

Councilmember Nations made a motion to forward Public Works and Parks Policy 14, as recommended by Staff, to City Council with a recommendation to approve. The motion was seconded by Chair Hurt and passed by a voice vote of 4-0.

Policy 15 Sewer Openings: Recommend minor changes to clarify that standard area inlets and curb inlets are maintained by the Metropolitan Sewer District (MSD) and all inlets shall meet all MSD requirements.

Councilmember Flachsbart made a motion to forward Public Works and Parks Policy 15, as revised by Staff, to City Council with a recommendation to approve. The motion was seconded by Councilmember Nations and passed by a voice vote of 4-0.

[Please see the attached report prepared by Jim Eckrich, Public Works Director/City Engineer, for additional information on Public Works and Parks Policies 6-15.]

B. Schoettler Road Bridge – Water Main Relocation

STAFF REPORT

Jim Eckrich, Public Works Director/City Engineer, explained there is an existing water main that conflicts with the new Schoettler Road Bridge project. Most utilities are located in the public right of way and the cost to relocate those facilities is borne by the utility company. However, 89% of the water main is located in a private easement, so the City will have to pay Missouri American Water Company (MOAW) 89% of the cost to relocate it.

In order to proceed with the project, Staff is requesting that Council adopt two ordinances approving two agreements with MOAW. One agreement is a Contract for Water Facility Relocation, which ensures the City will pay MOAW 89% of the cost to relocate the water main. The second agreement is a Utility Attachment Agreement that allows MOAW to attach the new water main to the new bridge. Both agreements have been reviewed by the City Attorney.

DISCUSSION

In response to Chair Hurt's questions, Mr. Eckrich stated the City has already obtained a Federal grant for the project and the costs associated with the water main relocation are eligible expenses for reimbursement through the grant. The "not to exceed \$54,000" is a straight cost to MOAW and the grant reimburses 80% of that cost. The estimated cost on the attachment to the bridge is \$5,000, which is also eligible for reimbursement through the grant. The bridge attachment will be constructed as part of the project, and its cost will not be determined until the project is bid.

Councilmember Hurt made a motion to forward the Contract for Water Facility Relocation Agreement and Utility Attachment Agreement with Missouri American Water Company for the Schoettler Road Bridge water main relocation to City Council with a recommendation

to approve. The motion was seconded by Councilmember Nations and passed by a voice vote of 4-0.

Note: Two Bills, as recommended by the Planning & Public Works Committee, will be needed for the November 7, 2016 City Council Meeting. See Bills #

[Please see the attached report prepared by Jim Eckrich, Public Works Director/City Engineer, for additional information on the Schoettler Road Bridge Water Main Relocation.]

IV. OTHER

Councilmember DeGroot asked for an update on the construction of bus stop shelters. Mr. Eckrich stated that Metro has selected a contractor, R.V. Wagner, and issued notice to proceed for the construction of the eight shelters. Mr. Eckrich could not recall the expected completion date.

Chair Hurt provided an update on the proposed Top Golf project and stated the Developer may be reducing the size of the complex. Chair Hurt suggested that the Council may choose to refer the project back to the PPW Committee rather than requiring the Developer to start over at the Planning Commission. There was also some discussion on how access to the levee trail will be affected. Mr. Eckrich stated that he was nearly certain access to the Levee Trail was required as part of the project and indicated that he would follow up with Ms. Nassif and provide an update to the Committee members the next day.

V. ADJOURNMENT

The meeting adjourned at 6:11 p.m.



James A. Eckrich
Public Works Director/City Engineer



DATE: October 7, 2016

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

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

RE: Public Works and Parks Policies 6-15

As you have directed, the City Staff has begun the process of comprehensively reviewing all City Council policies to ensure those policies are current and followed. There are 53 policies in the Public Works and Parks portion of the City Policy Manual. My initial goal was to periodically present these policies in groups of five to the Planning and Public Works Committee for review. However during the review of Polices 1-5, the Planning and Public Works Committee indicated its desire to review up to ten policies if the policies did not include substantive changes. Accordingly, I have submitted the next ten policies (Policies 6-15) for review at this time. A summary of the recommendations for each Policy is as follows:

- 6) Trustee Notifications: Recommend new policy which details that Trustees will be notified as well as residents who abut street or sidewalk construction.
 - 7) Tree Limbs: Recommend new policy which details the clearance requirements for tree trimming within the public right of way.
 - 8) City Flag: Recommend deleting this Policy. The ability to fly a City Flag, as well as other requirements relating to flags within commercial developments, are detailed within Section 31-04-05-G-2-b of the Chesterfield Municipal Code.
 - 9) Snow Plowing – State and County Roads: Recommend minor revisions. City personnel do not plow State or County roads unless requested by the Police Department and approved by the Public Works Director.
 - 10) Tree Trimming: Recommend deleting this Policy as the details of it have been incorporated into Policy Number 7 (above).
 - 11) Winter Paving: Recommend minor modifications to reflect current standards. Existing Policy was most recently revised in 2003.
 - 12) Clothing: Recommend deleting this Policy. The replacement of worn clothing in the maintenance division should be a managerial decision and does not warrant a Policy.
 - 13) Concentrated Discharge in Right of Way: Recommend deleting this policy, as the requirement is now contained in Section 20-3(b)(1) of the Chesterfield Municipal Code.
-

- 14) Driveway Access Adjacent to Property Lines: Recommend no change.
- 15) Sewer Openings: Recommend minor changes to clarify that sewer structures should meet MSD standards.

Action Recommended

These ten policies should be presented to the Planning and Public Works Committee for consideration. Should PPW concur with Staff's recommendation, it should vote to authorize Staff to submit these policies to City Council for approval. The next set of five to ten policies, beginning with Public Works and Parks Policy 16, will be submitted to PPW in the near future for a similar review.

CITY OF CHESTERFIELD
POLICY STATEMENT

PUBLIC WORKS

NO. 6

SUBJECT Trustee Notification

INDEX PW

DATE ISSUED 7/16/1990

DATE REVISED

POLICY

Trustees of a subdivision, where major street work is to be done, will be notified prior to that work commencing.

RECOMMENDED BY:

Mike D. Gersp
Department Head/Council Committee (if applicable)

3/10/99
Date

APPROVED BY:

Michael S. Jennings
City Administrator

3-10-99
Date

City Council (if applicable)

Date

**CITY OF CHESTERFIELD
POLICY STATEMENT**

PUBLIC WORKS

NO. 6

SUBJECT Construction Notification

INDEX PW

DATE ISSUED 7/16/1990

DATE REVISED 6/15/2016

POLICY

Trustees of a subdivision(s), where a major City project is to be constructed will be notified prior to that work commencing. Notification will be sent to Trustees as listed on the City's website. Notification of work will also be sent to the Mayor and City Councilmembers representing the Ward where the work is occurring.

Individual property owners directly adjacent to a major City project will also be notified prior to the work commencing. Property owner notification can include but may not be limited to mailed letters, changeable message boards placed on-site, e-mail, telephone calls, or step stakes.

RECOMMENDED BY:

Department Head/Council Committee (if applicable)

Date

APPROVED BY:

City Administrator

Date

City Council (if applicable)

Date

CITY OF CHESTERFIELD
POLICY STATEMENT

PUBLIC WORKS

NO. 7

SUBJECT Tree limbs

INDEX PW

DATE ISSUED 2/4/1991

DATE REVISED

POLICY

City crews will pick up and chip limbs left at the curb from residents who trim their own trees within the right-of-way. This will only be done in areas where street workers are trimming trees.

RECOMMENDED BY:

Mike A. Geis
Department Head/Council Committee (if applicable)

3/10/99
Date

APPROVED BY:

Michael S. Spring
City Administrator

3-10-99
Date

City Council (if applicable)

Date

**CITY OF CHESTERFIELD
POLICY STATEMENT**

PUBLIC WORKS

NO. 7

SUBJECT Tree limbs

INDEX PW

DATE ISSUED 2/4/1991

DATE REVISED 6/15/2016

POLICY

The City trims trees located within City maintained rights of way. Tree trimming generally focuses on the removal of low hanging tree limbs over streets and sidewalks which present hazards to motorists and pedestrians. Limbs are also trimmed or removed which obscure street signs and street lights. City specifications require a twelve foot clearance over streets and a ten foot clearance over sidewalks. Limbs shall be trimmed back to the trunk of the tree in most cases. Shaping shall not be conducted.

The City's right of way generally extends 12' behind the curb line. All trees within this area shall be trimmed to the above described specifications. The trimming heights were set to allow for the clearance of school busses and refuse trucks.

Tree trimming on private property is the responsibility of the resident/property owner. If residents choose to trim trees within the City's right of way, the City has no objection so long as the limbs are removed or trimmed properly in order to provide the specified clearance. If residents have received a tree trimming notice and trim trees between the street and sidewalk shortly before the crew works on their street, the limbs they have cut will be removed by City personnel.

RECOMMENDED BY:

Department Head/Council Committee (if applicable)

Date

APPROVED BY:

City Administrator

Date

City Council (if applicable)

Date

Existing Policy
Recommend Delete

**CITY OF CHESTERFIELD
POLICY STATEMENT**

PUBLIC WORKS

NO. 8

SUBJECT City Flag

INDEX PW

**DATE
ISSUED 11/04/1991**

**DATE
REVISED**

POLICY

Businesses will be allowed to display the City flag, but only in conjunction with the American and State of Missouri flags.

RECOMMENDED BY:

Mike P. Hensel
Department Head/Council Committee (if applicable)

3/10/99
Date

APPROVED BY:

Michael S. Johnson
City Administrator

3-10-99
Date

City Council (if applicable)

Date

CITY OF CHESTERFIELD
POLICY STATEMENT

PUBLIC WORKS

NO. 9

SUBJECT Snow Plowing

INDEX PW

DATE ISSUED 2/4/1991

DATE REVISED

POLICY

City crews, during snow plowing operations, when City equipment travels on or across state and county roads, they are instructed to wrap the snow around the corner when turning onto a state/county road from a City maintained street. If they are going more than a block, then they are to raise their blade and refrain from plowing. They do not plow state/county roads unless requested by the Police Department and as approved & directed by the Public Works/Parks committee to do so, or if there is a dangerous section which needs plowing or salt.

RECOMMENDED BY:

Mike D. Steward
Department Head/Council Committee (if applicable)

3/10/99
Date

APPROVED BY:

Michael S. Jennings
City Administrator

3-10-99
Date

City Council (if applicable)

Date

**CITY OF CHESTERFIELD
POLICY STATEMENT**

PUBLIC WORKS

NO. 9

SUBJECT Snow Plowing – State/County Roads

INDEX PW

**DATE
ISSUED** 2/4/1991

**DATE
REVISED** 6/15/2016

POLICY

During snow plow operations City maintenance personnel frequently need to travel on or across State and County roads. City maintenance personnel are instructed to wrap the snow around the corner when turning onto a state/county road from a City maintained street. City maintenance personnel are generally instructed to raise their blade and refrain from plowing State and County roads. At times, City maintenance personnel may be instructed to salt or plow State or County Roads if requested by the Police Department and as approved & directed by the Public Works Director.

RECOMMENDED BY:

Department Head/Council Committee (if applicable)

Date

APPROVED BY:

City Administrator

Date

City Council (if applicable)

Date

Existing Policy
Recommend Delete

CITY OF CHESTERFIELD
POLICY STATEMENT

PUBLIC WORKS		NO.	10
SUBJECT	Tree Trimming	INDEX	PW
DATE ISSUED	2/4/1991	DATE REVISED	

POLICY

Trees within the City right-of-way will be trimmed to 10-12 feet, but will be trimmed conservatively. The tree trimming program is based on a five-year trimming cycle.

RECOMMENDED BY:

Mike R. Hays
Department Head/Council Committee (if applicable)

3/10/99
Date

APPROVED BY:

Michael S. Fleming
City Administrator

3-10-99
Date

City Council (if applicable)

Date

**CITY OF CHESTERFIELD
POLICY STATEMENT**

PUBLIC WORKS		NO.	11
SUBJECT	Winter Paving	INDEX	PW
DATE ISSUED	2/04/1991	DATE REVISED	2/19/2003

POLICY

Cold weather concreting shall be in accordance with ACI 306, 1998. Cold weather shall begin as defined by ACI 306 and terminate when air temperatures above 50 degrees occur during more than half of any 24 hour period. The following requirements supersede ACI 306, 1988:

Cement Content - the minimum cement requirement will be 6.25 sacks per cubic yard with an approved water reducer and a maximum water cement ratio of 0.40.

Plant Certification - shall be provided to the City to verify mix design compliance at time of delivery prior to placement.

Temperature Monitoring - concrete surface temperature shall be recorded at 100' spacing or less with a minimum of four locations. Temperature shall be recorded as frequently as one hour intervals if necessary. The majority of temperature recording locations shall be taken near edges and corners of the pavement, as determined by the City.

Acceptance Period - streets will be eligible for acceptance after 12 months.

Winter Paving Inspection Cost - the developer/contractor shall be responsible for all costs incurred by the City for the City's inspection monitoring and testing associated with winter street paving.

Protection - protection of concrete shall remain in place for a minimum of five days after placement at a minimum temperature of 55 degrees Fahrenheit.

Acceptance - all cold weather concreting performed that does not comply with the above requirements and ACI 306, 1988, shall not be accepted by the City.

RECOMMENDED BY:

Mike Geisel
Department Head/Council Committee (if applicable)

2/19/2003
Date

APPROVED BY:

City Administrator

Date

Michael G. Herring
City Council (if applicable)

2/19/2003
Date

**CITY OF CHESTERFIELD
POLICY STATEMENT**

PUBLIC WORKS		NO.	11
SUBJECT	Winter Paving	INDEX	PW
DATE ISSUED	2/04/1991	DATE REVISED	6/15/2016

POLICY

Cold weather concreting shall be in accordance with ACI 306R-10. As defined by ACI, cold weather exists when the air temperature has fallen to or is expected to fall below 40 degrees Fahrenheit during the protection period. The following requirements supersede ACI 306R-10:

Cement Content - the minimum cement requirement shall be 6.25 sacks per cubic yard with an approved water reducer and a maximum water cement ratio of 0.40.

Plant Certification - shall be provided to the City to verify mix design compliance at time of delivery prior to placement.

Temperature Monitoring - concrete temperature shall be recorded at 100' spacing or less with a minimum of four locations, unless otherwise approved by the City. Temperature shall be recorded by maturity meters with temperature recordings at a maximum frequency of one hour intervals. The temperature recording locations shall be taken near edges and corners of the pavement, as determined by the City. Temperature monitoring reports shall be provided to the City.

Acceptance Period - streets will be eligible for acceptance after 12 months.

Winter Paving Inspection Cost - the developer/contractor will be responsible for costs incurred by the City for the City's inspection monitoring and testing associated with winter street paving that exceed typical inspection monitoring and testing efforts.

The developer/contractor shall be responsible for retaining the services of a qualified materials testing firm to perform temperature monitoring and reporting of the concrete pavement as well as any other materials testing requirements for the cold weather concrete.

Protection - protection of concrete shall remain in place for a minimum of five days after placement. Protection must be capable of maintaining the Concrete temperature at a minimum of 55 degrees Fahrenheit.

Acceptance - all cold weather concreting performed that does not comply with the above requirements and ACI 306R-10, shall not be accepted by the City.

RECOMMENDED BY:

Department Head/Council Committee (if applicable)

Date

APPROVED BY:

City Administrator

Date

City Council (if applicable)

Date

Existing Policy
Recommend Delete

**CITY OF CHESTERFIELD
POLICY STATEMENT**

PUBLIC WORKS		NO.	12
SUBJECT	Clothing	INDEX	PW
DATE ISSUED	4/20/1992	DATE REVISED	

POLICY

An employee can turn in a worn-out article of clothing and have it replaced any time during the year.

RECOMMENDED BY:

M. J. ...
Department Head/Council Committee (if applicable)

3/10/99
Date

APPROVED BY:

Michael ...
City Administrator

Date

City Council (if applicable)

Date

Existing Policy
Recommend Delete

**CITY OF CHESTERFIELD
POLICY STATEMENT**

PUBLIC WORKS		NO.	13
SUBJECT	Concentrated discharges in right-of-way	INDEX	PW
DATE ISSUED	10/19/1992	DATE REVISED	

POLICY

Surface water run-off concentrated into an enclosed pipe system shall not be discharged closer than 10 feet to the edge of pavements, as measured perpendicular to the right-of-way where there are no sidewalks, and not closer than 10 feet to the back of the walk where sidewalks exist. Where possible, the City will allow residents to connect their drains into the City's storm sewer structures, provided City staff inspect the connection and it is completed in a watertight manner using acceptable materials.

RECOMMENDED BY:

M. Oster
 Department Head/Council Committee (if applicable)

3/10/99
 Date

APPROVED BY:

Michael B. Jennings
 City Administrator

3-10-99
 Date

 City Council (if applicable)

 Date

Existing Policy
Recommend No change

CITY OF CHESTERFIELD
POLICY STATEMENT

PUBLIC WORKS		NO.	14
SUBJECT	Driveway access adjacent to property lines	INDEX	PW
DATE ISSUED	7/20/1992	DATE REVISED	

POLICY

Driveway aprons may extend over the prolonged property line within the right-of-way; provided all other criteria for drive approaches have been met.

RECOMMENDED BY:

MO [Signature]
Department Head/Council Committee (if applicable)

3/10/99
Date

APPROVED BY:

Michael [Signature]
City Administrator

3-10-99
Date

City Council (if applicable)

Date

Existing Policy

CITY OF CHESTERFIELD
POLICY STATEMENT

PUBLIC WORKS

NO. 15

SUBJECT Sewer Openings

INDEX PW

DATE
ISSUED 10/12/1992

DATE
REVISED

POLICY

Size of openings on storm sewers, area inlets and curb inlets shall be 6 inches, plus or minus one inch. No bars/grates are to be installed in inlets.

RECOMMENDED BY:

Michael J. Ferris
Department Head/Council Committee (if applicable)

3/10/99
Date

APPROVED BY:

Michael J. Ferris
City Administrator

3-10-99
Date

City Council (if applicable)

Date

**CITY OF CHESTERFIELD
POLICY STATEMENT**

PUBLIC WORKS

NO. 15

SUBJECT Sewer Openings

INDEX PW

DATE ISSUED 10/12/1992

DATE REVISED 6/15/2016

POLICY

Standard area inlets and curb inlets are maintained by the Metropolitan St. Louis Sewer District (MSD). These facilities shall meet all MSD requirements regarding composition, size and design criteria. Bars or grates may not be attached to MSD structures.

RECOMMENDED BY:

Department Head/Council Committee (if applicable)

Date

APPROVED BY:

City Administrator

Date

City Council (if applicable)

Date



Memorandum

Department of Public Services

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

FROM: Kim Streicher, PE – Civil Engineer

DATE: October 5, 2016

**RE: Schoettler Road Bridge, 2013-PW-18
Missouri American Water Company Relocation**

As you are aware, Burns & McDonnell is completing the final design of the Schoettler Road Bridge reconstruction project.

With the exception of Missouri American Water Company (MAWC), each of the utility provider's facilities (Ameren, Charter, AT&T, and Laclede) are located within right-of-way and will be relocated without cost to the City prior to the beginning of the project. Approval for storm sewer work from MSD is forthcoming and will be completed by the City's contractor as part of the reconstruction project.

An eight (8) inch water main crosses Creve Coeur Creek on the upstream side of the existing Schoettler Road bridge. Several meetings took place between Burns & McDonnell, the City, MAWC, and Kivindy (utility subcontractor) in the fall of 2015 to determine the necessary configuration and schedule for the required relocation of this main.

A plan of the necessary relocation work is attached. The relocation plan involves MAWC cutting and capping their water main prior to the commencement of the construction project. The City's contractor, as part of the bridge construction project, would then attach a new 12 inch main to the underside of the new bridge. The cost of the "betterment" from the eight inch main to the 12 inch main would be entirely borne by MAWC. MAWC would then coordinate with the contractor to tie the 12 inch main on the bridge back in to existing infrastructure off the bridge.

The MAWC Engineering Estimate for the relocation work totaling \$54,807.73 is attached. MAWC facilities are partially located in a private easement outside of right-of-way along Schoettler Road. MAWC is therefore entitled to and is requesting a pro rated reimbursement from the City for the relocation work of their facilities within

that private easement. Based on the lineal footage of MAWC's existing facilities in right-of-way and in private easement, the City's share of the reimbursement cost is an estimated \$48,935.47. The City's obligation is for 89.29% of the final cost of the relocation, be it more or less than the estimate.

MAWC would be responsible for 10.71% of the actual cost of attaching the new water line to the bridge as well as 100% of the costs associated with the "betterment."

The City's costs for the utility relocation are eligible for 80% federal participation under our BRM agreement.

Two agreements are needed to complete the relocation. The first is a "Utility Attachment Agreement" wherein the City agrees to allow MAWC to attach their main to the new bridge and MAWC agrees to compensate the City for their portion of the cost of the work to complete the attachment. The second is a "Contract for Water Facility Relocation" wherein the City agrees to pay for our portion of the utility relocation. MoDOT has reviewed the documentation and has submitted to FHWA for obligation of funds for utility relocation.

In order to authorize MAWC to proceed with the relocation work the "Contract for Water Facility Relocation" and "Utility Attachment Agreement" must be reviewed by the City Attorney, approved by City Council by ordinance (draft attached), and executed by the City Administrator.

At this time, I recommend:

- **Forwarding the "Contract for Water Facility Relocation" and "Utility Attachment Agreement" to the City Attorney for review and approval as to legal form.**
- **Requesting authorization from City Council, by ordinance, to execute a contract with Missouri American Water Company for reimbursement of 89.29% of the actual relocation cost in an amount not to exceed \$54,000.00. This amount includes an approximate 10% contingency to allow for additional reimbursement as may be necessary due to unforeseen conditions.**
- **Requesting authorization from City Council, by ordinance, to enter into a utility attachment agreement with Missouri American Water Company for attachment of their water line to the new Schoettler Road Bridge with Missouri American Water Company responsible for 10.71% of the actual costs of the attachment.**

Attachments: Contract for Water Facility Relocation
 Draft Ordinance for Contract for Water Facility Relocation
 Utility Attachment Agreement
 Draft Ordinance for Utility Attachment Agreement



Jim: Please forward to PPW for consideration. mcr 10/6/2016

DATE: October 6, 2016
TO: Michael O. Geisel, P.E.
City Administrator
FROM: James A. Eckrich, P.E. *[Signature]*
Public Works Director / City Engineer
RE: Schoettler Road Bridge – Water Main Relocation

As you know, the City of Chesterfield has secured a federal grant (BRM program) to fund eighty percent of the costs to reconstruct the Schoettler Road Bridge. This project is currently in the final design and right of way acquisition phase, with construction scheduled to commence in the spring of 2017. Utility relocation plans are being designed with coordination through the City's engineering consultant for the project, Burns and McDonnell. Most utilities are located in the public right of way, and all costs to relocate the facilities in right of way will be borne by the utility company. The two exceptions are storm sewers, which are designed and incorporated into the project; and water, which is located in a private easement adjacent to Schoettler Road. Because the existing eight inch water main is located in private easement, the City will have to pay Missouri American Water Company to relocate that water main. This is described in detail in the attached memorandum from Senior Civil Engineer Kim Streicher.

In order to proceed with the project and the associated relocation of the existing eight inch water main, the Chesterfield City Council will need to adopt ordinances approving two agreements with Missouri American Water Company. This first agreement is a Contract for Water Facility Relocation which ensures the City will pay Missouri American Water Company for its costs to relocate the portion of the water main located in easement. The estimated cost to relocate the portion of the water main located in easement (89%) is \$48,935, and the City Staff is requesting an allocation of \$54,000 to cover potential overruns. The cost to relocate this water main is an eligible expense through the BRM grant, so the net financial obligation to the City of Chesterfield should not exceed \$10,800. *FUNDED by the Capital Projects fund*

The second agreement is a Utility Attachment Agreement which allows Missouri American Water Company to attach the new water main to the new bridge. This work will be completed by the City's contractor during the construction phase of the project, and the Missouri American Water Company will reimburse the City for 11% of the actual costs to attach the new water main to the bridge. The total cost of connecting to the water main to the bridge is estimated at \$5,000, which is also eligible for reimbursement through the BRM grant.

Action Recommended

This matter should be forwarded to Planning and Public Works Committee for consideration of the attached ordinances approving the Contract for Water Facility Relocation and the Utility Attachment Agreement. Should the PPW Committee recommend in favor of these ordinances, they should be forwarded to City Council for approval.

City Council Memorandum

Department of Public Services



To: Michael O. Geisel, City Administrator
From: Aimee Nassif, Planning and Development Services Director
Date: October 27, 2016
CC Date: **November 7, 2016**
Re: **Spirit Valley Business Park, Lot 4B:** A petition for vacation of a portion of the Chesterfield Valley Storm Water easement located on part of Lot 4B of the Spirit Valley Business Park.

Spirit Valley Development, LLC is requesting the vacation of a Chesterfield Valley Storm Water easement located on the subject property. The request was forwarded, at the property owner's expense, to the City's consultant for the stormwater master plan to review the proposed change. The analysis revealed no negative impacts from removing this portion of the easement.

The Department has reviewed the request and determined the easement to be unnecessary.

Attached to the legislation, please find a copy of the Exhibit A which shows and describes the easements to be vacated.



see Bill NO. 3119

DATE: October 24, 2016

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

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

RE: Baxter Road Striping



As you know, the St. Louis County Department of Transportation is currently managing a project to construct pavement repairs on Baxter Road from Clarkson Road to Wild Horse Creek Road. That project, which includes concrete base repairs and an asphalt overlay, is scheduled to be completed later this year. On October 19, 2016, the St. Louis County Area Engineer sent me a letter indicating that, once completed, Baxter Road would be restriped to include a bicycle lane in each direction. In order to add these bicycle lanes, the existing striping will be modified such that there will be only one vehicular lane in each direction, with a left turn / center lane separating those two lanes. The result is the reduction of vehicular lanes on Baxter Road from the current configuration of four or five lanes, to three lanes.

On October 24, 2016 I sent a letter to the Director of the St. Louis County Department of Transportation. Within that letter I object to the manner in which the restriping was presented to the City of Chesterfield, including the lack of public input in the modification. As part of that letter, I indicated that the City of Chesterfield City Council would consider this matter at its November 7, 2016 meeting. Typically a matter like this would first be presented to the Planning and Public Works Committee; however, due to the timing of this letter a PPW meeting did not convene prior to the November 7, 2016 City Council meeting. Accordingly, with the approval of the Mayor, this matter can be forwarded directly to the full City Council.

Both of the two Ward 4 Councilmembers have expressed to me their opposition to the proposed striping plan, and asked what the City of Chesterfield could do to have St. Louis County reconsider this decision. In response, I have drafted the attached Resolution for Council's consideration.

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council support asking St. Louis County to reconsider the striping plan for Baxter Road, it should introduce the attached Resolution. If Council adopts this Resolution, it will be forwarded to the St. Louis County Department of Transportation as soon as practical.

RESOLUTION NO. 427

A RESOLUTION REQUESTING THAT THE ST. LOUIS COUNTY DEPARTMENT OF TRANSPORTATION RECONSIDER THE ELIMINATION OF VEHICULAR LANES ON BAXTER ROAD

WHEREAS, the City of Chesterfield, Missouri (the “City”) supports all modes of transportation, including walking and bicycling. Such support of walking and bicycling is evidenced through projects such as the Riparian Trail, the Monarch – Chesterfield Levee Trail, and the City’s current project to construct a pedestrian bridge, including bicycle accommodations, over Interstate 64 near Chesterfield Parkway East; and

WHEREAS, the Chesterfield City Council adopted a Bikeable Walkable Community Plan on March 15, 2010 via Resolution 302. The recommendations in the Bikeable Walkable Community Plan are intended to function as a tool to assist City staff and elected officials in prioritizing and selecting projects to improve conditions for cycling and walking in the City of Chesterfield. The Bikeable Walkable Plan does not call for bicycle lanes on Baxter Road; and

WHEREAS, the St. Louis County Department of Transportation is currently constructing pavement repairs to Baxter Road from Clarkson Road to Wild Horse Creek Road, which reportedly will include a new striping plan to eliminate existing vehicular lanes in favor of new bicycle lanes; and

WHEREAS, the City of Chesterfield has concerns about the impact of eliminating vehicle lanes on Baxter Road, which currently allow the safe and effective passage of vehicles to and from numerous subdivisions in western St. Louis County, as well as the Chesterfield Valley; and

WHEREAS, the City of Chesterfield is unaware of the solicitation of any public input regarding the change in striping and elimination of vehicle lanes on Baxter Road.

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

Section 1. The Council of the City of Chesterfield opposes the proposed striping plan on Baxter Road, as presented to the City of Chesterfield, and requests that the St. Louis County Department of Transportation reconsider its decision to reduce vehicular lanes without input from area residents and motorists who use that section of Baxter Road.

Passed and approved this ___ day of _____, 2016.

PRESIDING OFFICER

MAYOR

ATTEST:

CITY CLERK



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

October 24, 2016

Nichalos D. Gardner, Ph.D, P.E.
Director
St. Louis County Department of Transportation
1050 North Lindbergh Boulevard
St. Louis, MO 63132

RE: Baxter Road – Clarkson Road to Wild Horse Creek Road

Dear Dr. Gardner:

The City of Chesterfield has received the attached letter from North / West Area Engineer Stefanie Voss regarding Baxter Road. The City of Chesterfield is concerned that the proposed reduction in vehicular lanes will have a negative impact to traffic flow in the area. As you know, Baxter Road is a functionally classified minor arterial roadway which provides vehicular access to / from a number of area subdivisions and conveys traffic to / from Chesterfield Valley. As such, Baxter Road is one of the primary roadways in the City of Chesterfield. The City Staff and Elected Officials are alarmed that such a substantive change to a primary roadway in the City would be accomplished with no public input and no formal communication to the City of Chesterfield.

While we acknowledge the portion of the letter within which St. Louis County indicates that the traffic flow has been modeled and that the "reduction in driving lanes will not significantly impact traffic flow," the City of Chesterfield has a number of questions regarding the modeling used and the results obtained. For example, does the model account for future growth likely to occur within Chesterfield Valley and along Wild Horse Creek Road? It is unfortunate that the City of Chesterfield was not consulted in the modeling of the roadway, and that the results of that traffic modeling were not communicated to the City of Chesterfield.

Prior to receiving the above-referenced letter, I was informally asked whether the City of Chesterfield would support the reduction of vehicular lanes and the installation of bicycle lanes on this roadway. My response was that the City was supportive of bicycle facilities, but that prior to supporting the reduction of vehicular lanes on Baxter Road the City would need to see traffic modeling results showing minimal negative impact to the roadway, as well as public involvement demonstrating support of the lane reductions. To my knowledge there has been no public input regarding this change, and none of the traffic modeling results have been shared with the City of Chesterfield.

The October 19, 2016 letter has been forwarded to the City of Chesterfield City Council. It is my understanding that the City Council will consider this matter at its November 7, 2016 meeting. I would like to request that the St. Louis County Department of Transportation refrain from taking

Steven V. Stenger
County Executive

Saint Louis
COUNTY

TRANSPORTATION

PUBLIC WORKS

Nichalos D. Gardner, Ph.D., P.E.
Director

Stephanie Leon Streeter, P.E.
Deputy Director

October 19, 2016

Mr. James A. Eckrich, P.E.
Public Works Director / City Engineer
City of Chesterfield
690 Chesterfield Pkwy W
Chesterfield, Missouri 63017-0760

RE: Baxter Road Bicycle Lanes

Dear Mr. Eckrich:

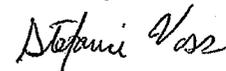
The City of Chesterfield has shown great support of multimodal opportunities for its residents as evidenced by the many biking lanes, hiking paths, and trails along roadways, levees, and green spaces within the City. These multimodal enhancements offer connectivity to Chesterfield's shops, area parks and regional attractions. These facilities are a great amenity for residents and visitors to the area.

Through Saint Louis County's Complete Streets Ordinance, passed in 2014, we strive to support all modes of transportation when designing a roadway project. Adding bike lanes along Baxter Road from Clarkson Road to Wild Horse Creek Road not only fulfills the intent of the Ordinance, but adds to an already significant system of multimodal facilities in your City.

To accommodate bicyclists, there will be one motor vehicle lane and one dedicated bike lane in each direction with a shared center 'left turn' lane for turning traffic. St. Louis County used a computer model to analyze traffic volume and peak traffic flow under this new condition and our conclusion is that the reduction of driving lanes will not significantly impact traffic flow. Therefore, we believe that Baxter Road is suitable for reconfiguring to include bike lanes. The model has shown that both bicycle traffic and vehicular traffic will function acceptably together along this route.

Thank you for your continued support of multimodal opportunities within your boundaries.

Sincerely,



Stefanie Voss, P.E.
North/West Area Engineer

Cc: Nichalos Gardner
Stephanie Leon Streeter
Ted Medler
Larry Welty

FINANCE AND ADMINISTRATION COMMITTEE

The Finance and Administration Committee of the whole met on Monday, 10/24/2016 at 5:30 pm, prior to the City Council Work session.

Bill #3121 – An Ordinance amending Chapter Ten of the Chesterfield City Code, covering elections in the City Code, covering elections in the City of Chesterfield and establishing the procedure for candidate filing and setting the filing period for office.

At that meeting, the Committee of the whole directed Staff to prepare an ordinance to amend the filing procedures for municipal office. There were three administrative changes required:

- 1) The start of the filing period was changed from fifteen weeks to sixteen weeks prior to the election.
- 2) The term Councilmen was changed to Councilmember, to be consistent with language used elsewhere in the code.
- 3) The City Clerk was referred to as “Her”. This language was changed to the gender neutral term “Their”.

The Committee directed Staff to prepare four alternative ordinance options. Those options provided are:

- 1) Candidate names will appear on the ballot in the order they file.
- 2) The second alternative provides for a lottery for candidates filing in the first hour, then candidates will be listed in the order they file, up until the last hour of filing when a second lottery will be conducted to determine the order of the candidate’s names.
- 3) The third option provides for a single lottery after the close of filing to determine the order of all candidates, regardless of when they filed.
- 4) The fourth and final option provides for a lottery to include those candidates who file on the first day, and every candidate who files after the first day is listed chronologically after.

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.

Next Meeting

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

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



M E M O

DATE: November 1, 2016
TO: Mike Geisel, City Administrator
FROM: Libbey Tucker *Libbey*
Assistant City Administrator
RE: Finalizing Broadmoor Condos NID & Assessment Roll

In March of 2015, the City received a pre-application and petition for a Neighborhood Improvement District (NID) for street and sidewalk replacement in the Broadmoor Condominiums subdivision. As required by the City's NID policy, two-thirds of the residents agreed to move ahead to form the NID based on construction estimates obtained by the City. On August 3, 2015, **Ordinance 2857 was signed which created the Broadmoor Condominiums Neighborhood Improvement District** for the purpose of replacing streets and sidewalks in the area at a cost not to exceed \$1.5 million. The City Council offered to forward fund this project and manage it ourselves due to the nature of the project and the availability of fund reserve dollars.

On April 20, 2016, Resolution 421 was passed, accepting the plans and specifications for improvements along with the estimated costs for the project and accepting the proposed Assessment Roll. On May 2, a Public Hearing was held on the proposed cost not to exceed \$1,515,000 per the bids received, to be awarded to Amcon Municipal Concrete. Ordinance 2890 was then passed accepting the bid and plans specified.

The improvements for the Chesterfield Hill NID were completed in September in accordance with the approved plans and specifications, with a final total cost of \$1,301,750, well under the allowed \$1,515,000.

The attached Ordinance authorizes the levy of the special assessments to the 216 homeowners within the Broadmoor Condos Neighborhood Improvement District. Residents can choose to make a one-time payment of \$6,026.62 if it is paid by January 31, 2017 or they can pay an annual fee of \$443.45 at a rate of 4% over a period of 20 years for a total of \$8,868.99, beginning December 31, 2017 through 2036. The assessment will be billed and collected by the City's Finance Division annually.

The information has been reviewed by Interim City Attorney Chris Graville, and also with Craig White, Finance Director. **Staff recommends moving forward with the ordinance to authorize the levy of the special assessments for the Broadmoor Condos NID.**

Attachment: Ordinance w/ Exhibits

See Bill NO. 3122

PARKS RECREATION AND ARTS COMMITTEE

The Parks, Recreation and Arts Committee last met on Tuesday September 6th,

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.

PUBLIC HEALTH AND SAFETY COMMITTEE

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

The Committee directed Staff to develop and coordinate with Interim City Attorney Chris Graville to draft an ordinance prohibiting the use of Compression Braking Systems (Jake Brakes) within Chesterfield. The draft of this ordinance is expected to be completed for Council's consideration at the 11/21/2016 meeting.

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.

CITY ADMINISTRATOR'S REPORT

Stinson, Leonard, Street – Professional Services Contract funding

As was discussed by City Council, Stinson Leonard has estimated their potential future expenses related to the sales tax litigation to be \$100,000. City Council previously authorized services in an amount not to exceed \$120,000. Accordingly, I recommend that City Council authorize the existing contract to be extended to an amount not to exceed \$220,000 and to fund this work by a transfer from the General Fund – Fund Reserve amounts in excess of 40%.

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

Bid Recommendation – Crack Sealing

As more fully detailed in the enclosed memorandum from Public Works Director\City Engineer Jim Eckrich, the City sought public bids for our annual crack sealing program. This activity is routinely programmed on an annual basis and involves the cleaning and removal of incompressible materials in concrete pavement joints, and subsequent filling of those joints with a molten rubberized asphalt. This activity not only reduces water penetration through the pavement, the removal of incompressible materials provides for the normal expansion\contraction process of the concrete with less damage at the joints.

I join with Mr. Eckrich in recommending acceptance of the only bid received, as submitted by Parking Lot Maintenance and recommend awarding a contract in the budgeted amount of \$105,000. This project is fully funded by the ½ cent sales tax for streets and sidewalks.

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

Document Destruction

As more fully described City Clerk Vickie Hass' memorandum and in accordance with the recommendations of the Secretary of State for record retention, Staff is to report on the destruction of records and such destruction should be acknowledged for the record.

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

Liquor License Request – Valley Beer and Brat

Valley Beer and Brat has requested a full liquor license to sell liquor by the drink and Sunday sales. This application has been reviewed by our Police Department as well as our Department of Planning and Development Services. The application meets all City requirements.

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



STINSON
LEONARD
STREET

Charles W. Hatfield
573.636.6827 DIRECT
573.556.3632 DIRECT FAX
chuck.hatfield@stinsonleonard.com

August 8, 2014

Michael G. Herring, ICMA-CM
City Administrator
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Re: Challenge to Pool Sales Tax Statutes

Dear Mr. Herring:

Thank you for selecting Stinson Leonard Street (the "Firm") to represent the City of Chesterfield in connection with the above-referenced Matter. We appreciate the confidence that you have placed in us and look forward to serving as counsel in this engagement.

We are submitting this letter and the accompanying General Terms of Representation to serve as the written agreement for our engagement. This letter and the General Terms of Representation contain important information regarding how we provide legal services and will apply, unless otherwise agreed in writing, to all current and future matters for which you have retained or will retain us. If you have any questions about any part of our engagement or if you would like to discuss possible modifications to the terms of this engagement, please call me.

Client

For purposes of this engagement, the firm's sole client will be the City of Chesterfield (the "Client"). Except as otherwise agreed in writing, the firm will not be representing any other person or entity in the Matter.

Scope of Engagement

Unless otherwise specifically agreed in writing, the scope of this engagement will be limited to the provision of legal services relating to filing a lawsuit challenging State statutes requiring the City of Chesterfield to share its sales tax revenue with other municipalities in St. Louis County. Our acceptance of this engagement does not involve an undertaking to represent you or your interests in any other matter.

Fees and Charges

Our fees for this engagement will be based upon and billed at the hourly rates of each attorney, paralegal, and other timekeeper performing services on your behalf. The current hourly rates for attorneys and paralegals anticipated to work on the Matter are as follows:

<u>Attorney/Paralegal</u>	<u>Hourly Rate</u>
Charles Hatfield, Partner	\$455
Khristine Heisinger, Of Counsel	\$305
Angela Schulte, Paralegal	\$135

Our hourly rates are adjusted periodically, typically on an annual basis, to reflect the advancing experience, capabilities, and seniority of our attorneys and paralegals as well as general economic factors. From time to time, it may become necessary or desirable to assign different or additional attorneys or paralegals to work on your Matter. You agree that we may charge the hourly rates currently in effect at the time the work is performed. In addition, we will bill for or request direct payment for disbursements or expenses that we incur, including delivery charges, photocopy or reproduction costs, computerized legal research charges, filing fees, fees and costs associated with practice support and/or electronic discovery providers, travel expenses, expert witness fees, and other vendor fees, if any. Typically, we forward third-party charges in excess of \$250 directly to you for payment. You agree to be responsible for the payment of such third-party charges and agree to indemnify the firm in the event such charges are not paid and the vendor makes a claim against the firm. Payment is due upon receipt of our statements.

PLEASE NOTE THAT THE GENERAL TERMS OF REPRESENTATION THAT WE ASK YOU TO AGREE TO INCLUDE A PROVISION CONCERNING MANDATORY BINDING ARBITRATION OF ANY DISPUTES ABOUT OUR FEES OR OTHER CHARGES. We have included this provision to resolve any such disputes quickly, efficiently and in a less public forum than in court, but it does cause both parties to give up rights they would otherwise have to bring an action in court. Please read this provision and the explanatory statement that accompanies it, and we advise you to seek separate counsel concerning whether you should agree to it. If you do not wish this provision to be a part of your agreement with us, please advise us before you sign this letter.

Conflicts of Interest

Our firm represents and in the future will represent many other clients. Some may have interests that are contrary to your interests. It is even possible that, during the time we are working for you, an existing or future client may seek to engage us in connection with an actual or potential transaction or pending or potential litigation or other dispute resolution proceeding in which that client's interests are or potentially may become adverse to your interests.

We cannot enter into this engagement if it could interfere with our ability to represent existing or future clients who develop relationships or interests adverse to you. We therefore ask you to confirm that we may continue to represent or may undertake in the future to represent any existing or future client in any matter (including but not limited to transactions, litigation

Michael G. Herring, ICMA-CM
City of Chesterfield
August 8, 2014
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or other dispute resolutions), even if the interests of that client in that other matter are directly adverse to our representation of you, as long as that other matter is not substantially related to this or our other engagements on behalf of you. In the event of our representation of another client in a matter directly adverse to you, however, our lawyers or other service providers who have worked with you will not work for such other client, and appropriate measures will be taken to assure that proprietary or other confidential information of a non-public nature concerning you acquired by us as a result of our representation of you will not be transmitted to our lawyers or others in the firm involved in such matter.

In other words, we request that you confirm that (1) no engagement that we have undertaken or may undertake on behalf of you will be asserted by you either as a conflict of interest with respect to, or as a basis to preclude, challenge or otherwise disqualify us from, any current or future representation of any client in any matter, including without limitation any representations in negotiations, transactions, counseling or litigation adverse to you, as long as that other matter is not substantially related to any of our engagements on behalf of you, (2) you hereby waive any conflict of interest that exists or might be asserted to exist and any other basis that might be asserted to preclude, challenge or otherwise disqualify us in any representation of any other client with respect to any such matter, (3) you have been advised by us, and have had the opportunity to consult with other counsel, with respect to the terms and conditions of these provisions and its prospective waiver, (4) your consent to these provisions is both voluntary and fully informed, and (5) you intend for your consent to be effective and fully enforceable, and to be relied upon by our firm.

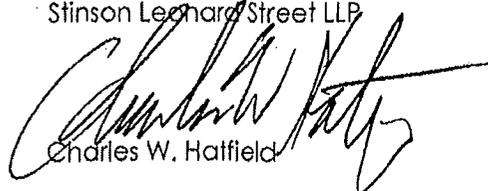
Review and Return of Engagement Letter

We ask that you review this letter and the General Terms of Representation carefully and let us know if there is any provision that you do not understand. If you have any questions concerning the terms of our engagement, or if you ever have a question about our charges, or their reasonableness, please contact me at your convenience to discuss the matter. Please sign and return this letter to confirm that it accurately reflects the scope, terms and conditions with respect to this engagement. However, please note that if we do not receive a signed copy of this letter, your instructing us or continuing to instruct us on this Matter will constitute your full acceptance of the terms of this letter and in the accompanying General Terms of Representation.

Thank you for choosing us as counsel. We look forward to a good and productive relationship.

Sincerely,

Stinson Leonard Street LLP



Charles W. Hatfield

CWH:eel

Michael G. Herring, ICMA-CM
City of Chesterfield
August 8, 2014
Page 4

ACCEPTED AND AGREED

this 14th day of AUGUST, 2014.

City of Chesterfield

By:



Name: Michael G. Herring
Title: City Administrator

GENERAL TERMS OF REPRESENTATION

Stinson Leonard Street LLP appreciates the opportunity to serve you. Our goal is to provide legal services that address your legal needs effectively and efficiently through our offices in Kansas City, Minneapolis, St. Louis, Phoenix, Denver, Washington, D.C., Omaha, Wichita, Mankato, Overland Park, Jefferson City, St. Cloud, Bismarck, and Decatur.

The following information explains the client service practices and billing procedures that apply to our representation of your interests (unless you have reached a different written understanding with us). We encourage you to discuss these practices with our lawyers whenever you have questions during the course of our engagement.

Our Client. The person(s) or entity(ies) who are the client(s) in this engagement are limited to those specifically stated in the accompanying engagement letter. In order to avoid misunderstandings and/or inadvertent conflicts of interest in the future, it is understood that, in the absence of written agreement to the contrary, neither this engagement nor our work in connection with this engagement shall be understood or taken to create an attorney-client relationship with other, including related or affiliated (e.g., parent, subsidiary, shareholder, partner, member, director, officer, employee, insurer, joint venture, etc.), persons or entities.

Personnel. One lawyer will generally be assigned primary responsibility for seeing that your requests for legal services are met, but additional lawyers may assist in providing appropriate and efficient legal services. We attempt to assign personnel to each matter based on the nature and scope of the issues raised by the matter in conjunction with the experience and expertise of our lawyers.

Provision of Legal Services. This engagement is for provision of professional legal services, and not for the provision of business, personal, accounting, technical or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

Results. At the commencement or during the course of our representation, we may express opinions or beliefs concerning various issues or courses of action and the results that might be anticipated. Any such statement made by any partner or employee of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee.

Entire Agreement. The accompanying engagement letter together with these General Terms of Representation shall constitute the entire agreement between us concerning the engagement, and shall not be modified or supplemented, except in a subsequent writing signed by the parties.

Periodic Billings for Legal Services. Unless other arrangements have been made, it is our policy to render periodic statements for legal services on a monthly basis. We normally base these interim statements on hourly rates of lawyers and legal assistants working on the matter. Statements will be due upon presentation, and are to be paid no later than 30 days following the invoice date. The amounts paid on our interim billings are applied to the total final fee. If any statement amount remains unpaid 60 days after the invoice date, the firm reserves the right to terminate its services, consistent with applicable Rules of Professional Conduct.

When agreed to by engagement letter, fees are sometimes fixed irrespective of the hours involved. Circumstances, including those set out below may require departure from the application of hourly rates. Determination of the total final fee may await conclusion of each specified case or matter so that all relevant factors may be considered.

The firm has offices in multiple states. Our lawyers are subject to rules governing the professional conduct of lawyers in those states. In addition to time spent, these rules list other factors that can be considered in determining a reasonable fee. These include: reputation, the skill and experience required to complete the services properly; the extent to which the acceptance of the particular matter will preclude other employment; the amount involved; the results obtained; the time limitations imposed by the client or by the circumstances; the nature and length of the professional relationship with the client; and whether the fee is fixed or contingent. In the absence of agreement with you, those factors will not be used to increase our billings for fees above the charge resulting from application of hourly rates.

Estimates and Budgets. Please note that any estimates of anticipated fees and costs that we may provide at your request, whether for budgeting purposes or otherwise, are only an approximation because of the uncertainties involved in the representation. Unless we have otherwise agreed in writing to a specific fixed fee or fee cap, any such estimate is not a maximum or minimum fee quotation, and our fees will be determined based on actual hours incurred in accordance with the terms of our representation. It is also expressly understood that, absent a written contingent fee agreement, payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

Retainers. With new clients or with substantial new matters for existing clients, the firm may require what is known as a "retainer held as security." This retainer may be in the nature of a deposit, held by the firm for the protection of its investment of time and effort which will be applied to the final billing. Another type of retainer may require you to deposit a certain amount, against which monthly statement amounts will be applied. At the end of each month, the agreed upon monthly retainer amount must be replenished to its original amount. Even though a retainer is outstanding, we expect you to pay for services rendered as reflected by interim billings.

Paralegals/Practice Support Consultants/Document Clerks. Certain work will be done by paralegals, sometimes called "legal assistants," and/or Practice Support Consultants. Such persons, although not practicing lawyers, have undergone training to perform certain kinds of services at lower rates. In matters involving significant quantities of document management, document clerks may be used to perform tasks at lower rates than those of legal assistants. In matters in which electronically stored information is relevant to the representation, Practice Support Consultants are used. All such work is supervised by

practicing lawyers. The use of such persons allows us to deliver legal services to you at a lower cost.

Client Disbursements. Most matters require, from time to time, certain monetary advances to be made on your behalf by the firm. Some "client disbursements" represent out-of-pocket charges we advance, others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, copying charges, travel expenses, computer assisted legal research, costs associated with electronically stored information that may be relevant to the representation, etc.). It is understood that while acting as your lawyers, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. If the nature of the matter is such that we anticipate substantial advances, we may require a separate deposit for such purpose. Substantial individual items in excess of \$250, such as expert witness fees, the costs of deposition transcripts, printing costs, etc., may be billed directly to you by the vendor of such services. In many matters when lawyers must examine legal authorities, it is more economical to accomplish the task using computer databases of legal precedents (instead of the traditional method of manual retrieval). In such instances, the special charges assessed by the providers of these services, Lexis and Westlaw, are shown on client disbursement billings as "Lexis or Westlaw Research."

RESOLUTION OF DISPUTES CONCERNING FEES AND OTHER CHARGES.

(a) ANY CLAIM, CONTROVERSY OR DISPUTE, WHETHER SOUNDING IN CONTRACT, STATUTE, OR TORT, OR ANY OTHER LEGAL THEORY, RELATED DIRECTLY OR INDIRECTLY TO THE FEES OR OTHER CHARGES BY OUR FIRM TO YOU, INCLUDING, BUT NOT LIMITED TO YOUR NON-PAYMENT OF ANY AMOUNTS BILLED TO YOU, SHALL BE RESOLVED BY MANDATORY BINDING ARBITRATION AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, GOVERNS THE ARBITRATION, INCLUDING BUT NOT LIMITED TO THE QUESTION OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION. YOU AND OUR FIRM EACH AGREE TO WAIVE ANY RIGHT TO TRIAL IN A COURT OF LAW AND ANY RIGHT TO A TRIAL BY JURY THAT MAY OTHERWISE EXIST.

(b) THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES. THE ARBITRATION SHALL BE TO A SINGLE ARBITRATOR WHO IS A LICENSED ATTORNEY WITH AT LEAST TEN YEARS EXPERIENCE IN THE JURISDICTION IN WHICH THE OFFICE OF OUR ATTORNEY PRIMARILY RESPONSIBLE FOR YOUR ENGAGEMENT IS LOCATED, AND THE ARBITRATION SHALL BE HELD IN THAT CITY. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

(c) THIS AGREEMENT TO ARBITRATE CONTAINS RISKS AND BENEFITS AND REQUIRES EACH PARTY TO GIVE UP RIGHTS THEY WOULD OTHERWISE HAVE. YOU ARE ADVISED TO SEEK INDEPENDENT COUNSEL, AND YOU ARE NOT REQUIRED TO AGREE TO THIS PROVISION. ARBITRATION MAY BE A MORE EFFICIENT AND LESS PUBLIC MEANS OF RESOLVING OUR DISPUTES. HOWEVER, BY AGREEING TO THIS PROVISION, YOU WAIVE YOUR RIGHT TO BRING AN ACTION IN COURT, AND TO HAVE A JURY TRIAL, AND YOUR RIGHT TO AN APPEAL. IN MOST CIRCUMSTANCES, THE DECISION OF THE ARBITRATOR IS FINAL AND MAY NOT BE APPEALED OR CHALLENGED, EXCEPT ON VERY LIMITED GROUNDS. DISCOVERY (THE PARTIES' RIGHT TO OBTAIN INFORMATION FOR

EACH OTHER AND THIRD PARTIES) IS OR MAY BE LIMITED OR PRECLUDED IN ARBITRATION. ARBITRATION MAY BE MORE OR LESS EXPENSIVE THAN AN ACTION IN COURT. THE ARBITRATOR MAY ALLOCATE THE COSTS OF ARBITRATION, INCLUDING THE FEES OF THE ARBITRATOR, TO ONE OR BOTH OF THE PARTIES. IF YOU HAVE ANY QUESTIONS ABOUT ARBITRATION OR WHETHER YOU SHOULD AGREE TO THIS PROVISION, SEEK INDEPENDENT LEGAL ADVICE OR ASK THAT THIS PROVISION BE DELETED FROM OUR AGREEMENT WITH YOU BEFORE YOU SIGN IT.

(d) THIS PROVISION SHALL NOT APPLY IN ANY JURISDICTION IN WHICH IT DOES NOT COMPLY WITH THE RULES OF PROFESSIONAL CONDUCT APPLICABLE TO ATTORNEYS.

File Retention. After our representation has ended, we will, upon your request, deliver the file for this engagement to you. If you do not request the file, we will retain it for a period of five years after the matter is closed. If you do not request delivery of the file before the end of the five year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to you, subject to governing rules of professional conduct. At any point during the five year period, you may request delivery of the file.

Disbursements and Other Charges. We will also charge you for certain expense items listed below that we provide in connection with our legal services. Through long-term contracts with computer research vendors, and practice support and/or electronic discovery providers, we receive discounted rates on some of these services in exchange for guaranteed payment, usage or other obligations undertaken at our risk. The payments that we receive from clients for these services may or may not exceed our total payments to the vendors. Any excess is used to partially offset the costs we incur for related equipment and personnel as well as the risks we assume in entering into these contracts.

Specific items provided by the firm are currently charged at the following rates which may be changed periodically due to economic factors as reflected on the monthly invoice:

Photocopying. Clients are charged \$0.20 per page for photocopying.

Computer Research. We do not charge clients for the use of the firm's internal work product retrieval system. Clients are charged for computer-assisted research at rates we establish based on any agreement we have with the vendor and our associated risks in entering into long-term usage contracts.

Telecommunications. We do not charge for local or long-distance phone calls or electronic mail transmissions.

Mail/Messengers. Messengers are used as appropriate to assure expedited delivery. The cost of such messengers is charged directly to clients without markup. We do not charge for regular mail; however, bulk mailings, packages and special postal services are charged at our actual cost.

Travel. Unless other arrangements have been specified, any air travel required in connection with our representation of your interests will be at coach rates.

Electronic Communications. We may use various forms of electronic communications to discuss matters concerning your representation. Any such communication is not without

some risk. For example, someone with sufficient knowledge, tools, and access could intercept and use information related to those communications. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of electronic communications during your representation by us unless we are instructed otherwise.

Termination of Services. In the event that you choose to terminate our services, please advise us of such in writing. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Our termination or your termination of services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination. Unless previously terminated, our representation of the Client will terminate upon our sending our final statement for services rendered. Unless we are re-engaged after our representation terminates, we will have no continuing obligation to advise the Client with respect to future legal developments or otherwise monitor renewal or notice dates or similar deadlines that may arise from the matter(s) for which we had been engaged.

Questions. One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please direct any questions about services or billing practices to the Chief Operating Officer. Questions regarding the billing or payment status of your account may also be directed to our Client Accounting Department.



DATE: October 26, 25, 2016

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

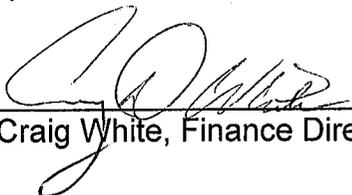
FROM: James A. Eckrich, P.E. 
Public Works Director / City Engineer

RE: 2016 Crack Sealing Project

The Department of Public Services publicly opened bids for the 2016 Crack Sealing Project on October 25, 2016. The results of the bid opening are detailed in the attached memorandum from Project Manager Mark Wilson. After reviewing the bids, Staff recommends the project be awarded to the low bidder, Parking Lot Maintenance, in the budgeted amount of \$105,000. Parking Lot Maintenance has successfully performed crack sealing work in the City of Chesterfield in the past and is positively recommended by City Staff.

You will note that only one bid was received for this project. As part of the bid analysis, we compared each of the contractor's unit prices with the Engineer's Estimate. In each case, the contractor's unit prices were below the Engineer's Estimate, indicating that the prices submitted are fair. Accordingly, even though only one bid was received, Public Works Staff recommends that the City of Chesterfield proceed with the 2016 Crack Sealing Project at this time. *

Concurrence:



Craig White, Finance Director

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to enter into an Agreement with Parking Lot Maintenance in the amount of \$105,000.

MEMORANDUM



DATE: October 26, 2016

TO: Jim Eckrich, PWD/CE

FROM: Mark Wilson, Project Manager

RE: 2016 Crack Sealing Project, 2016-PW-07

As you are aware, the department of Public Services opened bids for the above referenced project on October 25, 2016. Unfortunately, only one bid was received, that being from Parking Lot Maintenance. Parking Lot Maintenance has performed satisfactory crack sealing work in the past for the City of Chesterfield. Although the total bid is over the budgeted amount for this project, the individual unit prices are below the engineers estimate and represents a fair price for this type of work. In order to proceed with this project I have negotiated an agreement with the contractor to perform crack seal work up to the budgeted amount authorized by City Council.

Accordingly, I recommend acceptance of the bid submitted by Parking Lot maintenance, and request authorization of work in an amount not to exceed \$105,000. This will allow us to crack seal approximately 26 miles of public streets, both concrete and asphalt. Adequate funding is available in Misc. Contractual account, 120-079-5251 to cover this expenditure.

Should you require additional information, please advise.

Cc: File-PW-07

BID FORM

BID TIME: 9:00 a.m.
BID DATE: Tuesday, October 25, 2016

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda 0 through 0, for the

2016 Crack Sealing Project
2016-PW-07

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

The City is requesting unit price proposals for this work, consisting of thorough cleaning, preparing and sealing of existing joints and cracks in concrete and asphalt pavements, curbs and driveways of approximately 37 miles of streets.

The Contract contains a binding arbitration provision which may be enforced by the parties.

Bid submitted by:

Company Name: Parking Lot Maintenance LLC

Address: 6311 Ronald Reagan Dr Ste 176

City, State Lake St. Louis, MO 63367

Phone number: 314 323 7325 Fax: 636 625 3103

E-mail address: Todd.Bruening@ParkingLM.com

Type of Firm: Sole Partnership Partnership
Corporation Other

Officer Todd Bruening

Title Managing Member

Signature 

Date 10/17/2016

PLM

**ITEMIZED BID
CITY OF CHESTERFIELD
2016 CRACK SEALING PROJECT
2016-PW-07**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Joint and Crack Sealing 22-26 ft. Wide Asphalt Street	Mile	3.24	<u>3,400</u>	<u>11,016.⁰⁰</u>
2	Joint and Crack Sealing 18-23 ft. Wide Concrete Street	Mile	1.81	<u>3,400</u>	<u>6,154.⁰⁰</u>
3	Joint and Crack Sealing 26-28 ft. Wide Concrete Street	Mile	37.33	<u>3,800</u>	<u>141,854.⁰⁰</u>
4	Joint and Crack Sealing 32 - 40 ft. Wide Concrete Street	Mile	4.01	<u>3,750</u>	<u>15,037.⁵⁰</u>
TOTAL BID					<u>174,061.⁵⁰</u>



*Forward to City Council
11/7/2016
meh*

DATE: November 1, 2016
TO: Michael O. Geisel, City Administrator
FROM: Vickie J. Hass, City Clerk *vjh*
SUBJECT: Destruction of Records

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

The following records have met State retention requirements and have been destroyed:

See attached Records Destruction List

Please add "Destruction of Records in accordance with F&A Policy No. 7 and the Records Retention Schedule for the State of Missouri" to the November 7 City Council agenda.

Records Destruction List City Clerk Department

Quantity	Date	Record Series Title	Destroyed
*1 box	1993	City Council meeting packets	April 13-17, 2009
*1 box	1996	City Council meeting packets	April 13-17, 2009
*1 box	1997	City Council meeting packets (Jan-Aug)	April 13-17, 2009
*1 box	1997	City Council meeting packets (Sept-Dec)	April 13-17, 2009
*1 box	1998	City Council meeting packets	April 13-17, 2009
*1 box	1999	City Council meeting packets (Jan-Aug)	April 13-17, 2009
*1 box	1999	City Council meeting packets (Sept-Dec)	April 13-17, 2009
*1 box	2000	City Council meeting packets (Jan-Sept)	April 13-17, 2009
*1 box	2000	City Council meeting packets (Oct-Dec)	April 13-17, 2009
*1 box	2001	City Council meeting packets (Jan-June)	April 13-17, 2009
*1 box	2001	City Council meeting packets (July-Dec)	April 13-17, 2009
*1 box	2002	City Council meeting packets	April 13-17, 2009
*1 box	2003	City Council meeting packets	April 13-17, 2009
*1 box	2004	City Council meeting packets	April 8, 2010
*1 box	2005	City Council meeting packets	March 25, 2011
*1 box		Mayor Geiger's documents he requested be shredded	March 2, 2012
*1 box	2006	City Council meeting packets	March 2, 2012
1 box	2007	City Council meeting packets	April 4, 2013
1 box	2008	City Council meeting packets	May 1, 2014
6 boxes	2013	Old Code of Ordinance books (new books printed 2015)	March 19, 2015
1 box	2009	City Council meeting packets	March 19, 2015
1 box	2010	City Council meeting packets	April 21, 2016
1 box	2008-2013	Solicitor Permit Applications	October 20, 2016

*Files destroyed by former City Clerk Judy Naggiar.

Signature: *Vickie J. Hass*
Vickie J. Hass, City Clerk

Date: 10/20/16



*For City Council
11/7/2016
mo*

MEMORANDUM

DATE: October 24, 2016
TO: Mike Geisel
City Administrator
FROM: Andrea Majoros, Business Assistance Coordinator
SUBJECT: LIQUOR LICENSE REQUEST – VALLEY BEER AND BRAT

Valley Beer and Brat (formerly Chesterfield Produce) 18521 Outlet Blvd, has requested a new full liquor license to sell liquor by the drink and Sunday sales.

Ms. Christine Gousetis is the Managing Officer.

This application was reviewed and approved by both the Police Department and the Planning/Development Services Division of the Department of Public Services.

With City Council approval at the Monday, November 7, City Council meeting, I will immediately issue this license.

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 **(FIRST 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 **(FIRST READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**
- C. BILL NO. 3119** - AN ORDINANCE VACATING 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.)**
- D. 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.)**
- E. BILL NO. 3121** - AN ORDINANCE AMENDING 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)**
- 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. **(FIRST READING; CITY ADMINISTRATION 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: _____

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. _____.

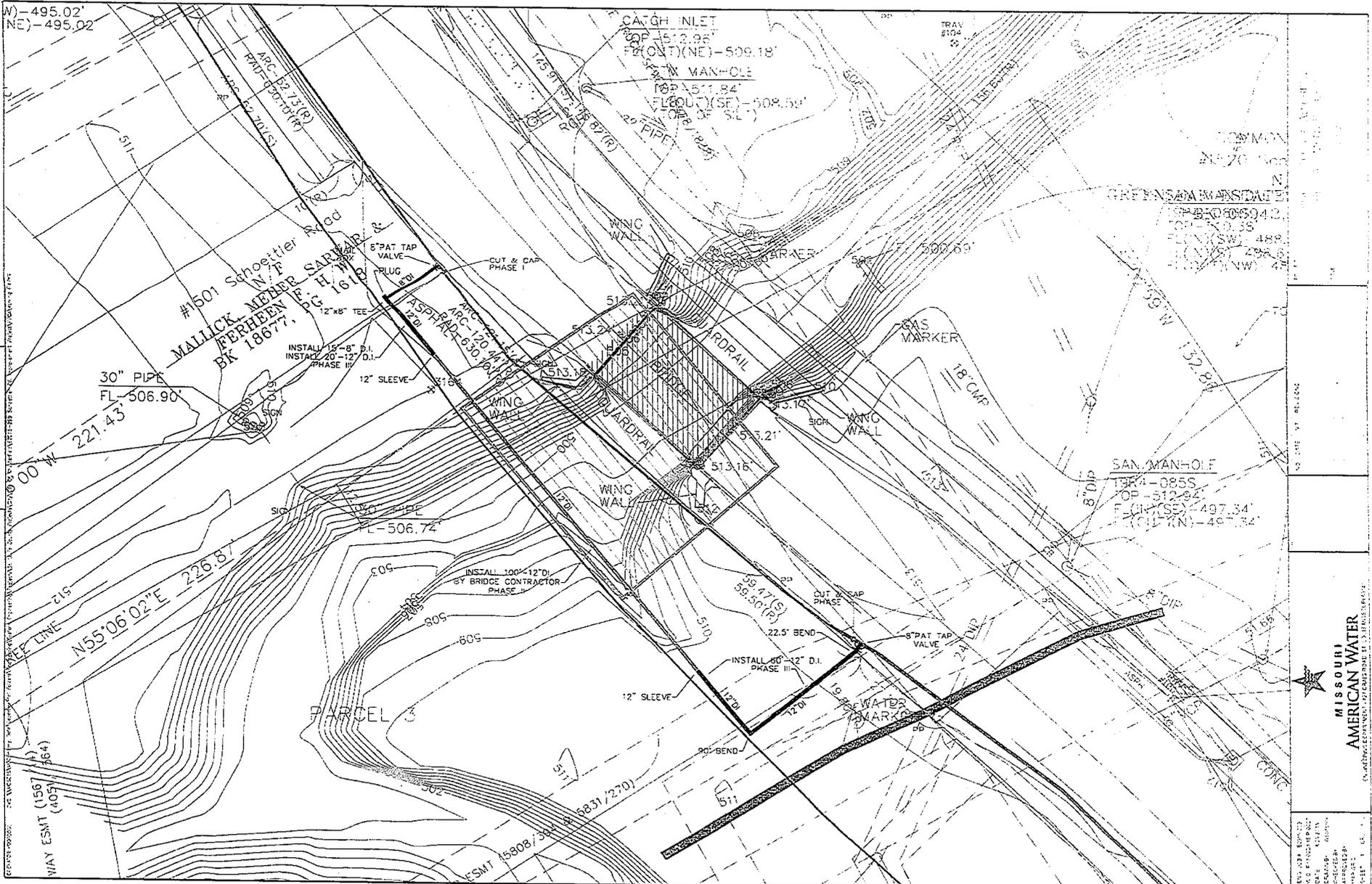
NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

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.

EXHIBIT "A"



W) - 495.02'
NE) - 495.02'

#1501 Schoettler Road
MALLICK MEYER SARGENT &
FERHEIN P.C.
BK 186-77

TOWNSHIP
RANGE
GREENSBORO MANSDATE
P.B. 088942
TOP 512.35
BOTTOM SW 488
TOP NW 488
BOTTOM NW 488

SAN MANHOLE
18K4-0855
TOP 512.84
BOTTOM (SE) 497.34
BOTTOM (NW) 497.34

MISSOURI
AMERICAN WATER
AN EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER

PROJECT NO. 1501
DATE 11/17/11
DRAWN BY: [signature]
CHECKED BY: [signature]
SCALE: 1" = 40'

**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: \$46,355.11
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

	RETIRE: 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	=	89.29%
(Footage Factor X Cost Factor)	=	
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: _____

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:

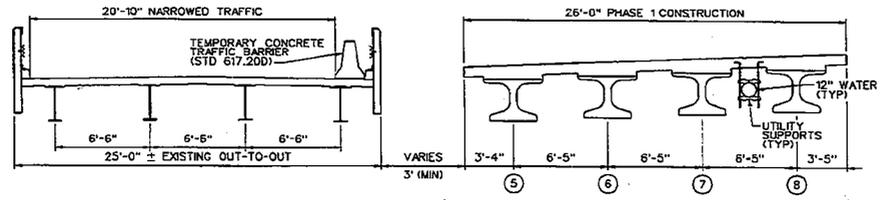
City Attorney

Title _____

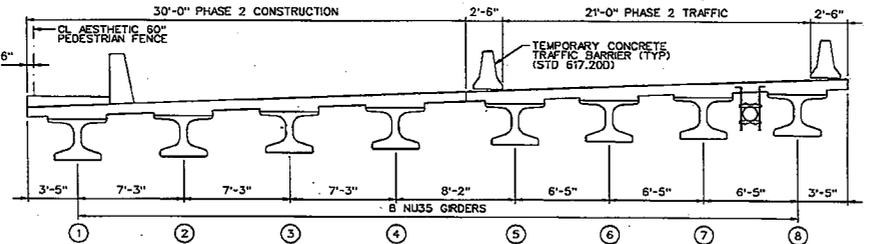
Ordinance No. _____

Seal

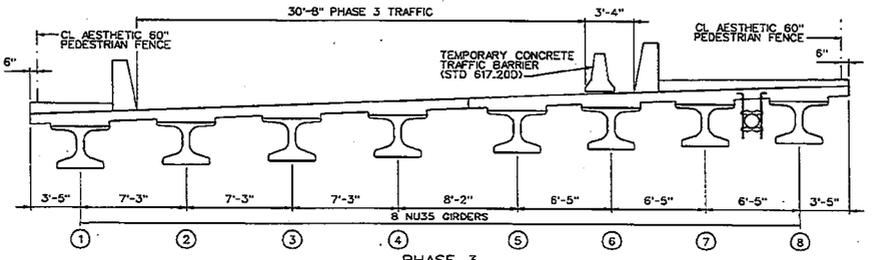
1 2 3 4 5 6 7 8 9 10 11 12 13



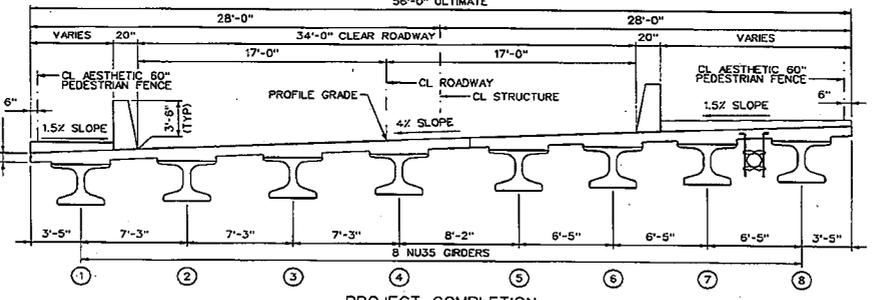
PHASE 1



PHASE 2



PHASE 3



PROJECT COMPLETION

no.	date	by	chkd	description
-----	------	----	------	-------------

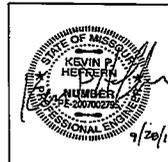
BRIDGE NUMBER:
07930041

BURNS MEDONNELL
 435 SOUTH WOODS HILL ROAD
 CHESTERFIELD, MISSOURI 63017
 314-882-1500
 ENG. 000165

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



CITY OF CHESTERFIELD
 SCHOETTLER ROAD BRIDGE REPLACEMENT
 TYPICAL SECTION



project	82790	contract	BRM-5410(623)
drawing		rev.	0
BR02			
sheet	11	of	57 sheets

Copyright © 2015 Burns & McDonnell Engineering & Company, Inc.
 Scale: 1/4" = 1'-0"
 1/8" = 1'-0"
 1/16" = 1'-0"
 1/32" = 1'-0"
 1/64" = 1'-0"
 1/128" = 1'-0"
 1/256" = 1'-0"
 1/512" = 1'-0"
 1/1024" = 1'-0"
 1/2048" = 1'-0"
 1/4096" = 1'-0"
 1/8192" = 1'-0"
 1/16384" = 1'-0"
 1/32768" = 1'-0"
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BILL NO. 3119

ORDINANCE NO. _____

AN ORDINANCE VACATING 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.

WHEREAS, a petition has been filed by Spirit Valley Development, LLC requesting the City to vacate a portion of the Chesterfield Valley Storm Water easement on said tract of land; and,

WHEREAS, Spirit Valley Development, LLC owns the property on which the easement is located and has requested to vacate the easement; and,

WHEREAS, the Department of Public Services has reviewed the petition and has determined that said petition meets all applicable regulations and determined that the vacation 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 approves the easement vacation located on Lot 4B of the Spirit Valley Business Park subdivision as depicted and described in "Exhibit A", which is attached hereto and made part of hereof.

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of the vacation of this easement by affixing their signatures and the Official Seal of the City of Chesterfield to a Certificate of Approval as required on said documents. The petitioner is required and directed to record these easement vacations with the Saint Louis County Recorder of Deeds Office.

Section 3. 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: 11/07/2016

“Exhibit A”

Legal Description

Part of the Twenty (20) feet wide Chesterfield Valley Storm Water Easement as established by Spirit Valley Business Park according to the plat thereof as recorded in Plat book 356, Page 177, located in Township 45 North, Range 5 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, being more particularly described as follows:

Beginning at the southwestern corner of Lot 4 of above said Spirit Valley Business Park, said point also being located on the northern right-of-way line of Spirit Valley West Drive, 40 feet wide; thence along the west line of said Lot 4, North 12 degrees 22 minutes 59 seconds West, 462.23 feet; thence departing said west line, North 77 degrees 37 minutes 01 seconds East, 20.00 feet to the eastern line of above said Chesterfield Valley Storm Water Easement; thence along said east line, South 12 degrees 22 minutes 59 seconds East, 462.54 feet to the north right-of-way line of above said Spirit Valley West Drive; thence along said north right-of-way line, South 78 degrees 30 minutes 01 seconds West, 20 feet to the Point of Beginning, containing 9,248 square feet according to calculations performed by Stock & Associates Consulting Engineers, Inc. on August 16, 2016.

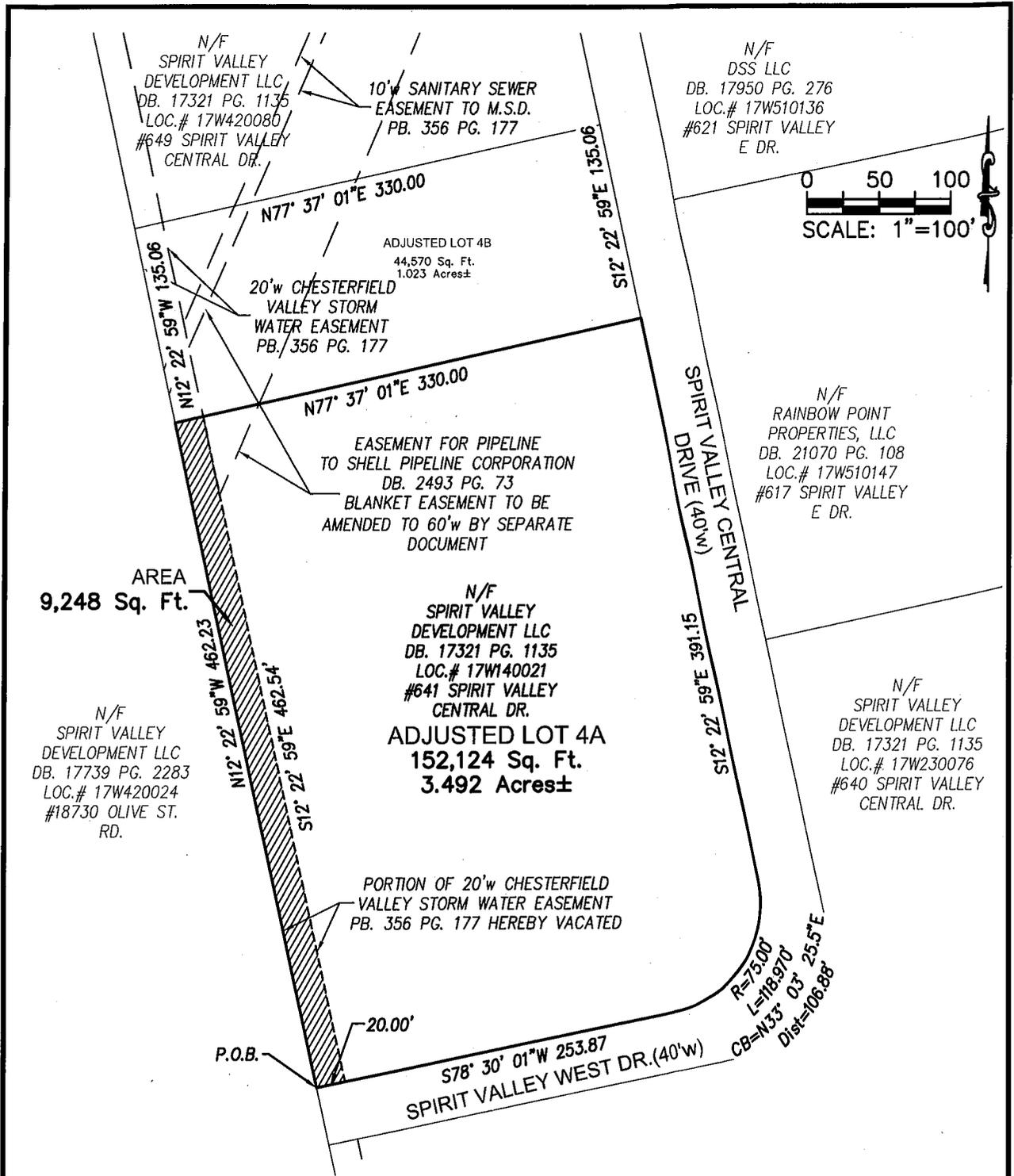


EXHIBIT "A"

EASEMENT VACATION EXHIBIT
 A TRACT OF LAND BEING ADJUSTED LOT 4A OF THE LOT SPLIT PLAT OF
 LOT 4 OF SPIRIT VALLEY BUSINESS PARK AS RECORDED IN P.B. _____, PG. _____
 TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN
 CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

BILL NO. 3120

ORDINANCE NO. _____

APPROVES THE INSTALLATION OF TWO FIRE HYDRANTS FOR 699 WILD HORSE RIDGE ROAD WITHIN THE CITY OF CHESTERFIELD.

WHEREAS, at a duly called meeting of the Board of Directors of the Monarch Fire Protection District, the placement of certain fire hydrants was approved; and,

WHEREAS, it is necessary for the authorization of the placement of said fire hydrants by ordinance.

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

Section 1. The placement of the following fire hydrants at such exact locations as specified by the Insurance Services Office of Missouri and as approved by the Board of Directors of the Monarch Fire Protection District is hereby approved by the City of Chesterfield for installation:

a. Two (2) fire hydrants at the following locations:

1. One on the south side of Wild Horse Ridge Road at a point approximately 250 feet west of the centerline of Bentley Place Drive.
2. One on the south side of Wild Horse Ridge Road at a point approximately 725 feet west of the centerline of Bentley Place Drive.

Section 2. The Missouri American Water Company is authorized to install said fire hydrants at the aforesaid locations.

Section 3. 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: _____

I, Cary Spiegel, Fire Chief of the Monarch Fire Protection District, Incorporated as a political subdivision under the laws of the STATE OF MISSOURI, DO HERE BY CERTIFY that at a meeting of the Board of Directors of said Fire District, duly called and held on the 10th day of November, 2016, at which a quorum was present, the following action was taken:

"Upon motion duly made, seconded and carried, the following resolution was unanimously adopted."

WHEREAS, pursuant to MISSOURI PUBLIC SERVICE COMMISSION ORDER NO. 4, issued on November the 28th, 1969, Missouri-American Water Company has promulgated certain rules relating to the location of fire hydrants by incorporated Fire Districts: and,

WHEREAS, The Insurance Services Office of Missouri has specified the location of 2 public fire hydrant(s) for 699 Wild Horse Ridge Road (an isolated lot) as follows:

1. On the south side of Wild Horse Ridge Road at a point approximately 250 feet west of the centerline of Bentley Place Drive.
2. On the south side of Wild Horse Ridge Road at a point approximately 725 feet west of the centerline of Bentley Place Drive.

WHEREAS, The Insurance Services Office of Missouri has specified the minimum fire flow for 699 Wild Horse Ridge Road (an isolated lot) to be 3,000 GPM at 20 PSIG:

WHEREAS, for the purpose of keeping fire insurance rated as low as possible, the MONARCH FIRE PROTECTION DISTRICT has always fixed the location of fire hydrants, and fire flows in accordance with the recommendations of the Insurance Service Office of Missouri:

NOW THEREFORE, BE IT RESOLVED, that the Missouri-American Water Company install said 2 public fire hydrant(s) at the aforesaid location(s),

IN WITNESS THEREOF, I have hereunto set my hand as Fire Chief of the Monarch Fire Protection District, and have caused the corporate seal of said Fire District to be affixed this 10th day of November, 2015.

FIRE CHIEF

AN ORDINANCE AMENDING 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.

WHEREAS, to accommodate the best interests of the City, the Mayor and City Council have recommended changes to the procedures for candidates to file for municipal office; and

WHEREAS, the Finance and Administration Committee of the whole recommended changes to Chapter 10 Elections of the Chesterfield City Code; and

WHEREAS, the City Council finds it is in the best interest of the public to repeal and replace Chapter 10 of the Chesterfield City Code;

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

Section 1. Chapter 10 ELECTIONS, Section 10-1 thru Section 10-6 of the Chesterfield City Code, as they appear herein are repealed

To be repealed (*italicized*)

Chapter 10. Elections

Sec. 10-1. Wards established.

(a) There will be four (4) wards established within the City of Chesterfield.

(b) The ward lines within the City are described and designated as the following election districts for the election of Councilmembers pursuant to the ordinances of the City.

Sec. 10-2. Municipal election day.

A general nonpartisan election for the election of Mayor and Councilmen of the City of Chesterfield shall be held on the first Tuesday in April of each year. The name of candidates for municipal office shall be listed on the ballot in the order in which they are filed.

Sec. 10-3. Filing procedures.

(a) Declarations of candidacy filed for office in the municipal election shall be received by the City Clerk or her designee commencing at 8:00 a.m. on the fifteenth Tuesday prior to the election. No declaration for candidacy for office shall be accepted by the City Clerk or her designee after 5:00 p.m. on the eleventh Tuesday prior to the election.

(b) No candidate's name shall be printed on any official ballot unless the candidate has filed a written "Declaration of Candidacy" and paid the appropriate filing fee to the City Clerk or his designee.

(c) Each Declaration of Candidacy shall state the candidate's full name, name to appear on the ballot, date of birth, residence address, length of residency at that address, office for which he proposed to be a candidate and that if elected he will serve. It shall be subscribed and sworn to be the candidate before an official authorized to accept his Declaration of Candidacy.

(d) All candidates filing their Declarations of Candidacy shall personally file said declaration with the City Clerk or his designee.

(e) Declarations of Candidacy will be received by the City Clerk or his designee in the order which the candidates pass through the front door of City Hall and the Clerk or his designee shall continue to accept filings in that order until all persons have filed.

(f) No candidate will be admitted inside until the City Hall opens at 8:00 a.m. on the first day of filing.

Sec. 10-4. Posting of rules.

(a) Candidates for filing for office will be admitted only through the front door;

(b) No candidate will be admitted inside until the City Hall opens at 8:00 a.m. on the first day of filing;

(c) That Declarations of Candidacy will be received by the City Clerk or his designee in the order which the candidates pass through the front door and shall continue to be accepted in that order until all persons have filed;

(d) The person to pass through the front door shall be the candidate only and not a designee or "stand in";

(e) The City Clerk or her designee must issue and post a legal notice prior to the opening of filing. Legal notice may be published in at least one newspaper of general circulation in the City.

Sec. 10-5. Penalty.

Any person filing or attempting to file for office by any means other than under the procedure set forth in this chapter shall be disqualified and his or her name removed from the ballot.

Sec. 10-6. Special election for filling of Council vacancy.

Declarations of Candidacy for office in a special election to fill a vacancy for the City Council shall be received by the City Clerk or her designee commencing at 8:00 a.m. on the seventh Tuesday prior to the election. No Declaration for Candidacy for office shall be accepted by the City Clerk or her designee after 5:00 p.m. on the third Friday following the seventh Tuesday prior to the election.

Section 2. A new Chapter 10 ELECTIONS, Section 10-1 thru Section 10-6 of the Chesterfield City Code shall be adopted as it appears herein:

To be replaced with:

Chapter 10. Elections

Sec. 10-1. Wards established.

(a) There will be four (4) wards established within the City of Chesterfield.

(b) The ward boundary lines within the City are described and designated for the election of **Councilmembers** pursuant to the ordinances of the City.

(c) The legal description of the election districts are not set out herein, but are on file and available for inspection in the Office of the City Clerk.

Sec. 10-2. Municipal election day.

(a) A general non-partisan election for the election of Mayor and Councilmember of the City of Chesterfield shall be held on the first Tuesday in April of each year.

(b) The name of candidates for municipal office shall be listed on the ballot in the order in which they are filed.

Sec. 10-3. Filing procedures.

(a) Declarations of candidacy filed for office in the municipal election shall be received by the City Clerk or their designee commencing at 8:30 a.m. on the **sixteenth (16th)** Tuesday prior to the election. No declaration for candidacy for office shall be accepted by the City Clerk or their designee after 5:00 p.m. on the eleventh Tuesday prior to the election.

(b) No candidate's name shall be printed on any official ballot unless the candidate has filed a written "Declaration of Candidacy" and paid the appropriate filing fee to the City Clerk or their designee.

(c) Each Declaration of Candidacy shall state the candidate's full name, name to appear on the ballot, date of birth, residence address, length of residency at that address, office for which he proposed to be a candidate and that if elected he will serve. It shall be subscribed and sworn to be the candidate before an official authorized to accept his Declaration of Candidacy.

(d) All candidates filing their Declarations of Candidacy shall personally file said declaration with the City Clerk or their designee.

(e) Declarations of Candidacy will be received by the City Clerk or their designee in the order which the candidates pass through the front door of City

Hall and the Clerk or their designee shall continue to accept filings in that order until all persons have filed.

Sec. 10-4. Posting of rules.

(a) Candidates filing for office will only be admitted through the front door;

(b) Declarations of Candidacy will be received by the City Clerk or their designee in the order which the candidates pass through the front door and shall continue to be accepted in that order until all persons have filed;

(c) The person to pass through the front door shall be the candidate only and not a designee or "stand in";

(d) The City Clerk or **their** designee must issue and post a legal notice prior to the opening of filing. Legal notice may be published in at least one newspaper of general circulation in the City.

Sec. 10-5. Penalty.

(a) Any person filing or attempting to file for office by any means other than under the procedure set forth in this chapter shall be disqualified and his or her name removed from the ballot.

Sec. 10-6. Special election for filling of Council vacancy.

(a) Declarations of Candidacy for office in a special election to fill a vacancy for the City Council shall be received by the City Clerk or **their** designee commencing at **8:30 a.m.** on the seventh Tuesday prior to the election. No Declaration for Candidacy for office shall be accepted by the City Clerk or **their** designee after 5:00 p.m. on the third Friday following the seventh Tuesday prior to the election.

(remainder of page left blank intentionally)

Section 3. 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: _____

**OPTION #2 - TWO LOTTERIES
ONE AFTER FIRST HOUR
IN ORDER BETWEEN
SECOND LOTTERY FOR LAST HOUR FILERS**

Section 2. A new Chapter 10 ELECTIONS, Section 10-1 thru Section 10-6 of the Chesterfield City code shall be adopted as it appears herein:

To be replaced with:

Chapter 10. Elections

Sec. 10-1. Wards established.

(a) There will be four (4) wards established within the City of Chesterfield.

(b) The ward boundary lines within the City are described and designated for the election of **Councilmembers** pursuant to the ordinances of the City.

(c) The legal description of the election districts are not set out herein, but are on file and available for inspection in the Office of the City Clerk.

Sec. 10-2. Municipal election day.

(a) A general non-partisan election for the election of Mayor and Councilmember of the City of Chesterfield shall be held on the first Tuesday in April of each year.

(b) The order of candidate's names on the ballot shall be determined as prescribed in the following sub-sections.

(i) The first lottery shall include the names of the candidates who have filed within the first hour of the filing period. Once the first hour of the filing period has elapsed, but prior to the start of the third hour of the filing period, the City Clerk or their designee shall conduct a lottery, witnessed by a second City of Chesterfield official, to establish the order in which each candidate's name will appear on the ballot. Such lottery shall occur within the Chesterfield City Hall and shall be open to the public. After completion of this first lottery, the City Clerk shall set forth the ballot order of those candidates who completed filing in the first hour, in writing and the witness shall attest to the results by affixing their signature thereto.

(ii) The name of candidates who file for municipal office after the first hour of filing and prior to the final hour of filing, shall be listed on the ballot chronologically in the order in which they filed. The names of these candidates shall be placed on the ballot after those candidates who filed in the first hour of filing, and prior to the candidates who filed in the last hour of filing.

(iii) The second lottery shall include the names of any candidates who file in the final hour of the scheduled filing period. Within the first hour following the close of the filing period, the City Clerk or their designee shall conduct a lottery, witnessed by a second City of Chesterfield official, to establish the order in which each candidate's name who filed during the final hour of the scheduled filing period, will appear on the ballot. Such lottery shall occur within the Chesterfield City Hall and shall be open to the public. After completion of the second lottery, the City Clerk shall set forth the ballot order of the candidates in writing and the witness shall attest to the results by their signature.

(iv) The names of those candidates who filed in the first hour of the filing period will appear first on the ballot and in the order determined by the first lottery as described in sub-paragraph (i) above. The names of those candidates which filed after the first hour of filing and prior to the final hour of filing as described in sub-paragraph (ii) above, shall be listed on the ballot chronologically in the order they filed, immediately following the names of those candidates who filed in accordance with sub-paragraph (i) above and shall be listed on the ballot prior those candidates who filed in the final hour and were included in the second placement lottery as described in sub-paragraph (iii) above.

Sec. 10-3. Filing procedures.

(a) Declarations of candidacy filed for office in the municipal election shall be received by the City Clerk or their designee commencing at 8:30 a.m. on the **sixteenth (16th)** Tuesday prior to the election. No declaration for candidacy for office shall be accepted by the City Clerk or their designee after 5:00 p.m. on the eleventh Tuesday prior to the election.

(b) No candidate's name shall be printed on any official ballot unless the candidate has filed a written "Declaration of Candidacy" and paid the appropriate filing fee to the City Clerk or their designee.

(c) Each Declaration of Candidacy shall state the candidate's full name, name to appear on the ballot, date of birth, residence address, length of residency at that address, office for which he proposed to be a candidate and that if elected he will serve. It shall be subscribed and sworn to be the candidate before an official authorized to accept his Declaration of Candidacy.

(d) All candidates filing their Declarations of Candidacy shall personally file said declaration with the City Clerk or their designee.

(e) Declarations of Candidacy will be received by the City Clerk or their designee in the order which the candidates pass through the front door of City Hall and the Clerk or his designee shall continue to accept filings in that order until all persons have filed.

(f) No candidate will be admitted inside prior to the official opening of the City Hall at **8:30 a.m.** on the first day of filing.

Sec. 10-4. Posting of rules.

(a) Candidates filing for office will only be admitted through the front door;

(b) No candidate will be admitted inside prior to the official opening of the City Hall at **8:30 a.m.** on the first day of filing.

(c) Declarations of Candidacy will be received by the City Clerk or their designee in the order which the candidates pass through the front door and shall continue to be accepted in that order until all persons have filed;

(d) The person to pass through the front door shall be the candidate only and not a designee or "stand in";

(e) The City Clerk or **their** designee must issue and post a legal notice prior to the opening of filing. Legal notice may be published in at least one newspaper of general circulation in the City.

Sec. 10-5. Penalty.

(a) Any person filing or attempting to file for office by any means other than under the procedure set forth in this chapter shall be disqualified and his or her name removed from the ballot.

Sec. 10-6. Special election for filling of Council vacancy.

(a) Declarations of Candidacy for office in a special election to fill a vacancy for the City Council shall be received by the City Clerk or **their** designee commencing at **8:30 a.m.** on the seventh Tuesday prior to the election. No Declaration for Candidacy for office shall be accepted by the City Clerk or **their** designee after 5:00 p.m. on the third Friday following the seventh Tuesday prior to the election.

OPTION #3 - ONE LOTTERY FOR ALL CANDIDATES AFTER CLOSE OF FILING

Section 2. A new Chapter 10 ELECTIONS, Section 10-1 thru Section 10-6 of the Chesterfield City Code shall be adopted as it appears herein:

To be replaced with:

Chapter 10. Elections

Sec. 10-1. Wards established.

(a) There will be four (4) wards established within the City of Chesterfield.

(b) The ward boundary lines within the City are described and designated for the election of **Councilmembers** pursuant to the ordinances of the City.

(c) The legal description of the election districts are not set out herein, but are on file and available for inspection in the Office of the City Clerk.

Sec. 10-2. Municipal election day.

(a) A general non-partisan election for the election of Mayor and Councilmember of the City of Chesterfield shall be held on the first Tuesday in April of each year.

(b) The order of candidate's names on the ballot shall be determined by lottery following the close of the filing period. Within the first hour following the close of the filing period, the City Clerk or their designee shall conduct a lottery, witnessed by a second City of Chesterfield official, to establish the order in which each candidate's name will appear on the ballot. Such lottery shall occur within the Chesterfield City Hall and shall be open to the public. After completion of the lottery, the City Clerk shall set forth the ballot order in writing and the witness shall attest to the results by affixing their signature thereto.

Sec. 10-3. Filing procedures.

(a) Declarations of candidacy filed for office in the municipal election shall be received by the City Clerk or their designee commencing at 8:30 a.m. on the **sixteenth (16th)** Tuesday prior to the election. No declaration for candidacy for office shall be accepted by the City Clerk or their designee after 5:00 p.m. on the eleventh Tuesday prior to the election.

(b) No candidate's name shall be printed on any official ballot unless the candidate has filed a written "Declaration of Candidacy" and paid the appropriate filing fee to the City Clerk or their designee.

(c) Each Declaration of Candidacy shall state the candidate's full name, name to appear on the ballot, date of birth, residence address, length of residency at that address, office for which he proposed to be a candidate and that if elected

he will serve. It shall be subscribed and sworn to be the candidate before an official authorized to accept his Declaration of Candidacy.

(d) All candidates filing their Declarations of Candidacy shall personally file said declaration with the City Clerk or their designee.

(e) Declarations of Candidacy will be received by the City Clerk or their designee in the order which the candidates pass through the front door of City Hall and the Clerk or their designee shall continue to accept filings in that order until all persons have filed.

(f) No candidate will be admitted inside prior to the official opening of the City Hall at **8:30 a.m.** on the first day of filing.

Sec. 10-4. Posting of rules.

(a) Candidates filing for office will only be admitted through the front door;

(b) No candidate will be admitted inside prior to the official opening of the City Hall at **8:30 a.m.** on the first day of filing.

(c) Declarations of Candidacy will be received by the City Clerk or their designee in the order which the candidates pass through the front door and shall continue to be accepted in that order until all persons have filed;

(d) The person to pass through the front door shall be the candidate only and not a designee or "stand in";

(e) The City Clerk or **their** designee must issue and post a legal notice prior to the opening of filing. Legal notice may be published in at least one newspaper of general circulation in the City.

Sec. 10-5. Penalty.

(a) Any person filing or attempting to file for office by any means other than under the procedure set forth in this chapter shall be disqualified and his or her name removed from the ballot.

Sec. 10-6. Special election for filling of Council vacancy.

(a) Declarations of Candidacy for office in a special election to fill a vacancy for the City Council shall be received by the City Clerk or **their** designee commencing at **8:30 a.m.** on the seventh Tuesday prior to the election. No Declaration for Candidacy for office shall be accepted by the City Clerk or **their** designee after 5:00 p.m. on the third Friday following the seventh Tuesday prior to the election.

OPTION #4 - ONE LOTTERY AFTER FIRST DAY OF FILING CHRONOLOGICAL LISTING AFTER FIRST DAY

Section 2. A new Chapter 10 ELECTIONS, Section 10-1 thru Section 10-6 of the Chesterfield City Code shall be adopted as it appears herein:

To be replaced with:

Chapter 10. Elections

Sec. 10-1. Wards established.

(a) There will be four (4) wards established within the City of Chesterfield.

(b) The ward boundary lines within the City are described and designated for the election of **Councilmembers** pursuant to the ordinances of the City.

(c) The legal description of the election districts are not set out herein, but are on file and available for inspection in the Office of the City Clerk.

Sec. 10-2. Municipal election day.

(a) A general non-partisan election for the election of Mayor and Councilmember of the City of Chesterfield shall be held on the first Tuesday in April of each year.

(b) The order of candidate's names on the ballot shall be determined as prescribed in the following sub-sections.

(i) A lottery shall be used to determine the order in which the candidates who have filed on the first day of the filing period appear on the ballot. The lottery shall include the names of the candidates who have filed on the first day of the filing period. Within the first hour after the opening of City Hall at 8:30 a.m., on the second day of filing, the City Clerk or their designee shall conduct a lottery, witnessed by a second City of Chesterfield official, to establish the order in which each candidate who filed on the first day of filing will appear on the ballot. Such lottery shall occur within the Chesterfield City Hall and shall be open to the public. After completion of this lottery, the City Clerk shall set forth the ballot order of those candidates who completed filing on the first day, in writing and the witness shall attest to the results by affixing their signature thereto.

(ii) The name of candidates who filed for municipal office after the first day of filing and prior to the close of the filing period, shall be listed on the ballot chronologically in the order in which they filed. The names of these candidates who filed after the first day of filing shall be placed on the ballot chronologically, but after those candidates who filed on the first day filing.

Sec. 10-3. Filing procedures.

(a) Declarations of candidacy filed for office in the municipal election shall be received by the City Clerk or their designee commencing at 8:30 a.m. on the **sixteenth (16th)** Tuesday prior to the election. No declaration for candidacy for office shall be accepted by the City Clerk or their designee after 5:00 p.m. on the eleventh Tuesday prior to the election.

(b) No candidate's name shall be printed on any official ballot unless the candidate has filed a written "Declaration of Candidacy" and paid the appropriate filing fee to the City Clerk or their designee.

(c) Each Declaration of Candidacy shall state the candidate's full name, name to appear on the ballot, date of birth, residence address, length of residency at that address, office for which he proposed to be a candidate and that if elected he will serve. It shall be subscribed and sworn to be the candidate before an official authorized to accept his Declaration of Candidacy.

(d) All candidates filing their Declarations of Candidacy shall personally file said declaration with the City Clerk or their designee.

(e) Declarations of Candidacy will be received by the City Clerk or their designee in the order which the candidates pass through the front door of City Hall and the Clerk or their designee shall continue to accept filings in that order until all persons have filed.

(f) No candidate will be admitted inside prior to the official opening of the City Hall at **8:30 a.m.** on the first day of filing.

Sec. 10-4. Posting of rules.

(a) Candidates filing for office will only be admitted through the front door;

(b) No candidate will be admitted inside prior to the official opening of the City Hall at **8:30 a.m.** on the first day of filing.

(c) Declarations of Candidacy will be received by the City Clerk or their designee in the order which the candidates pass through the front door and shall continue to be accepted in that order until all persons have filed;

(d) The person to pass through the front door shall be the candidate only and not a designee or "stand in";

(e) The City Clerk or **their** designee must issue and post a legal notice prior to the opening of filing. Legal notice may be published in at least one newspaper of general circulation in the City.

Sec. 10-5. Penalty.

(a) Any person filing or attempting to file for office by any means other than under the procedure set forth in this chapter shall be disqualified and his or her name removed from the ballot.

Sec. 10-6. Special election for filling of Council vacancy.

(a) Declarations of Candidacy for office in a special election to fill a vacancy for the City Council shall be received by the City Clerk or **their** designee commencing at **8:30 a.m.** on the seventh Tuesday prior to the election. No Declaration for Candidacy for office shall be accepted by the City Clerk or **their** designee after 5:00 p.m. on the third Friday following the seventh Tuesday prior to the election.

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 of the City Council and approved by the Mayor.

Passed and approved this ____ day of _____, 2016.

MAYOR

(SEAL)

ATTEST:

CITY CLERK

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 SCHELKER 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.

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%) openspace is required for this development.
- b. This development shall have a maximum F.A.R. of 0.55.

C. SETBACKS

1. Structure Setbacks

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

- a. 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: 16681, 16645 and 16639 NORTH OUTER 40 ROAD
OWNER: TOPGOLF USA CHESTERFIELD, LLC (OWNER UNDER CONTRACT)
MANAGER: PGS 20 AND 21
SEWER DISTRICT: METROPOLITAN ST. LOUIS SEWER DISTRICT
WATER SHED: CAULKS CREEK, MISSOURI RIVER
FLOOD MAP PANEL: FIRM 23189C0165K, EFFECTIVE FEB. 4, 2015
FIRE DISTRICT: MONARCH FIRE PROTECTION DIST. 13725 OLIVE BLVD. CHESTERFIELD, MO 63017
WATER DISTRICT: MISSOURI AMERICAN WATER COMPANY

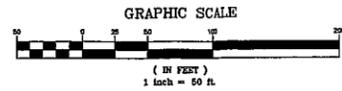
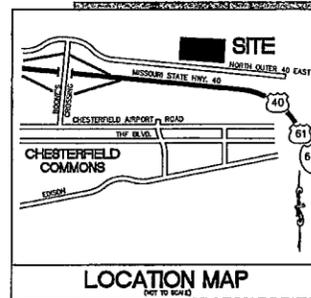
INDEX

- 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 PLAN 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

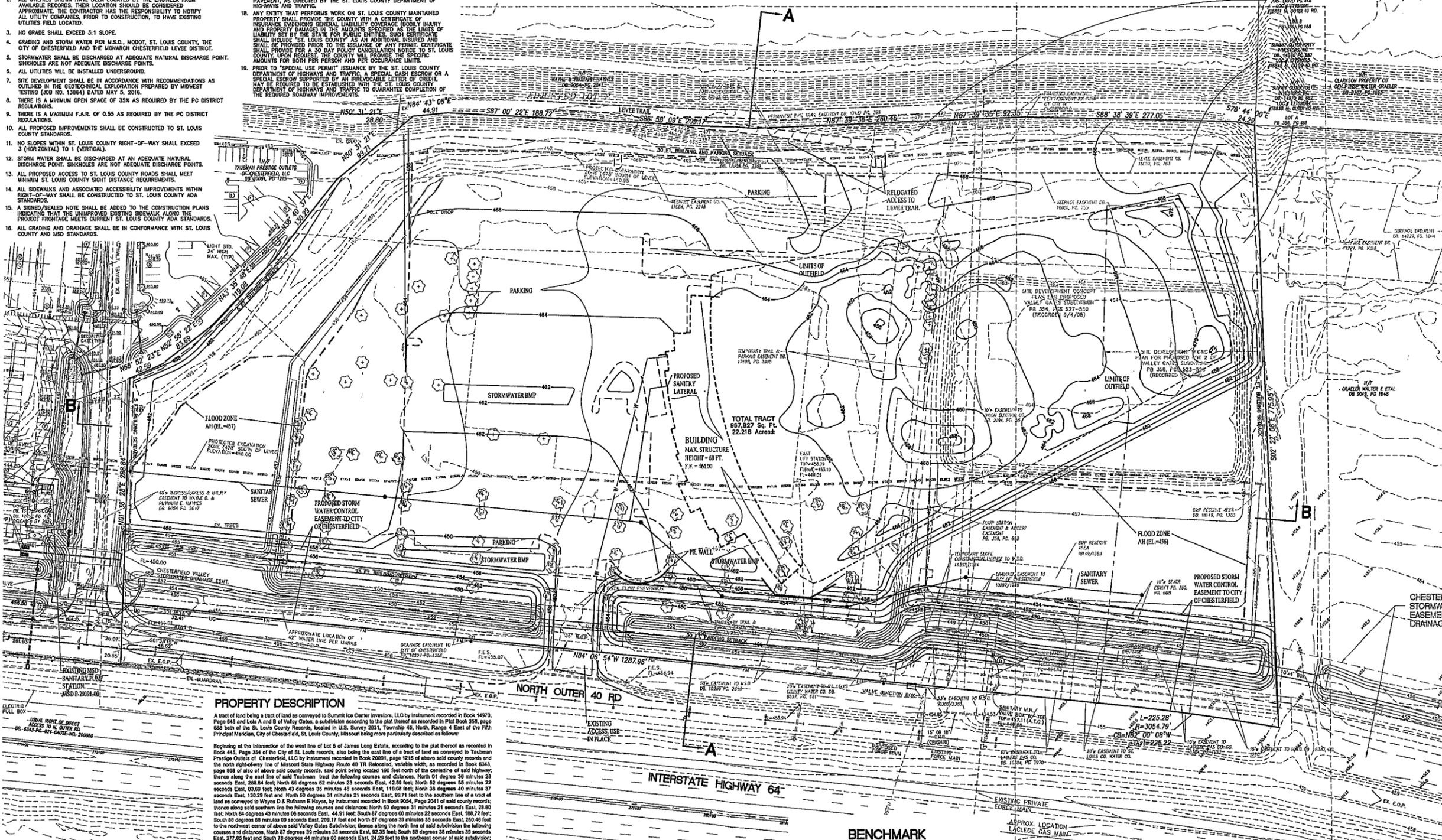


CITY OF CHESTERFIELD
PLANNED DISTRICT ORDINANCE
ATTACHMENT B

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., NODOT, ST. LOUIS COUNTY, THE CITY OF CHESTERFIELD AND THE MONARCH CHESTERFIELD LEVEE DISTRICT.
5. STORMWATER SHALL BE DISCHARGED AT AN ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
6. ALL UTILITIES WILL BE INSTALLED UNDERGROUND.
7. SITE DEVELOPMENT SHALL BE IN ACCORDANCE WITH RECOMMENDATIONS AS OUTLINED IN THE GEOELECTRICAL EXPLORATION PREPARED BY MIDWEST TESTING LAB NO. 15864 DATED MAY 5, 2016.
8. THERE IS A MINIMUM OPEN SPACE OF 35% 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. ALL PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED TO ST. LOUIS COUNTY STANDARDS.
11. NO SLOPES WITHIN ST. LOUIS COUNTY RIGHT-OF-WAY SHALL EXCEED 3 (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 SIGNAGE REQUIREMENTS.
14. ALL SIDEWALKS AND ASSOCIATED ACCESSIBILITY IMPROVEMENTS WITHIN RIGHT-OF-WAY SHALL BE CONSTRUCTED TO ST. LOUIS COUNTY ADA STANDARDS.
15. A SIGNED/PAVELED NOTE SHALL BE ADDED TO THE CONSTRUCTION PLANS INDICATING THAT THE UNIMPROVED EXISTING SIDEWALK ALONG THE PROJECT FRONTAGE MEETS CURRENT ST. LOUIS COUNTY ADA STANDARDS.
16. ALL GRADING AND DRAINAGE SHALL BE IN CONFORMANCE WITH ST. LOUIS COUNTY AND M.S.D. 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 PAVEDWAY 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 EVIDENCING GENERAL LIABILITY COVERAGE (BODILY INJURY AND PROPERTY DAMAGE) IN THE AMOUNTS SPECIFIED AS THE LIMITS OF LIABILITY SET BY THE CITY 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. SEPARATE SHALL PROVIDE FOR A 30 DAY POLICY CANCELLATION NOTICE TO ST. LOUIS COUNTY. UPON REQUEST, THE COUNTY WILL PROVIDE THE SPECIFIC AMOUNTS FOR BOTH PER PERSON AND PER OCCURRENCE LIMITS.
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. CROSS ACCESS TO THE EAST AND WEST PROPERTIES SHALL BE AS DIRECTED BY THE CITY OF CHESTERFIELD.



PROPERTY DESCRIPTION
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 plan 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 440, 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, MO by instrument recorded in Book 20091, page 1216 of above said county records and the north right-of-way line of Harvest State Highway Route 40 TR. Right-of-way, visible width, as recorded in Book 624, page 688 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 30 minutes 28 seconds East, 208.84 feet; North 66 degrees 02 minutes 23 seconds East, 42.59 feet; North 52 degrees 50 minutes 22 seconds East, 83.69 feet; North 43 degrees 35 minutes 48 seconds East, 116.08 feet; North 38 degrees 40 minutes 37 seconds East, 130.29 feet; North 60 degrees 31 minutes 21 seconds East, 90.71 feet to the southern line of a tract of land as conveyed to Wayne D. & Barbara E. Hayes, by instrument recorded in Book 8054, 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 64 degrees 43 minutes 06 seconds East, 44.31 feet; South 87 degrees 00 minutes 22 seconds East, 186.72 feet; South 86 degrees 59 minutes 09 seconds East, 295.17 feet; North 07 degrees 00 minutes 35 seconds East, 282.44 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 20 minutes 35 seconds East, 82.29 feet; South 89 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, 776.65 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 3054.78 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 63 degrees, 00 minutes 08 seconds West, 225.22 feet to a point of tangency and North 84 degrees 08 minutes 04 seconds West, 1287.86 feet to the Point of Beginning, containing 867,827 square feet or 22.218 acres more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc. on February 20, 2016.

SURVEYOR'S CERTIFICATION
This is to certify that Stock and 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, Missouri L.S. No. 2216



BENCHMARK
#12-166
ELEV.=458.86
"STANDARD ALUMINUM DISK" STAMPED SL-32, 1980. DISK IS SET IN BETWEEN THE HWY I-64 NORTH OUTER ROAD AND THE WEST BOUND HWY I-64, 18' 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

STOCK & ASSOCIATES Consulting Engineers, Inc.
257 Chesterfield Business Park
St. Louis, MO 63025
TEL: (636) 533-5300
FAX: (636) 533-5301
e-mail: General@stockand.com
Web: www.stockand.com

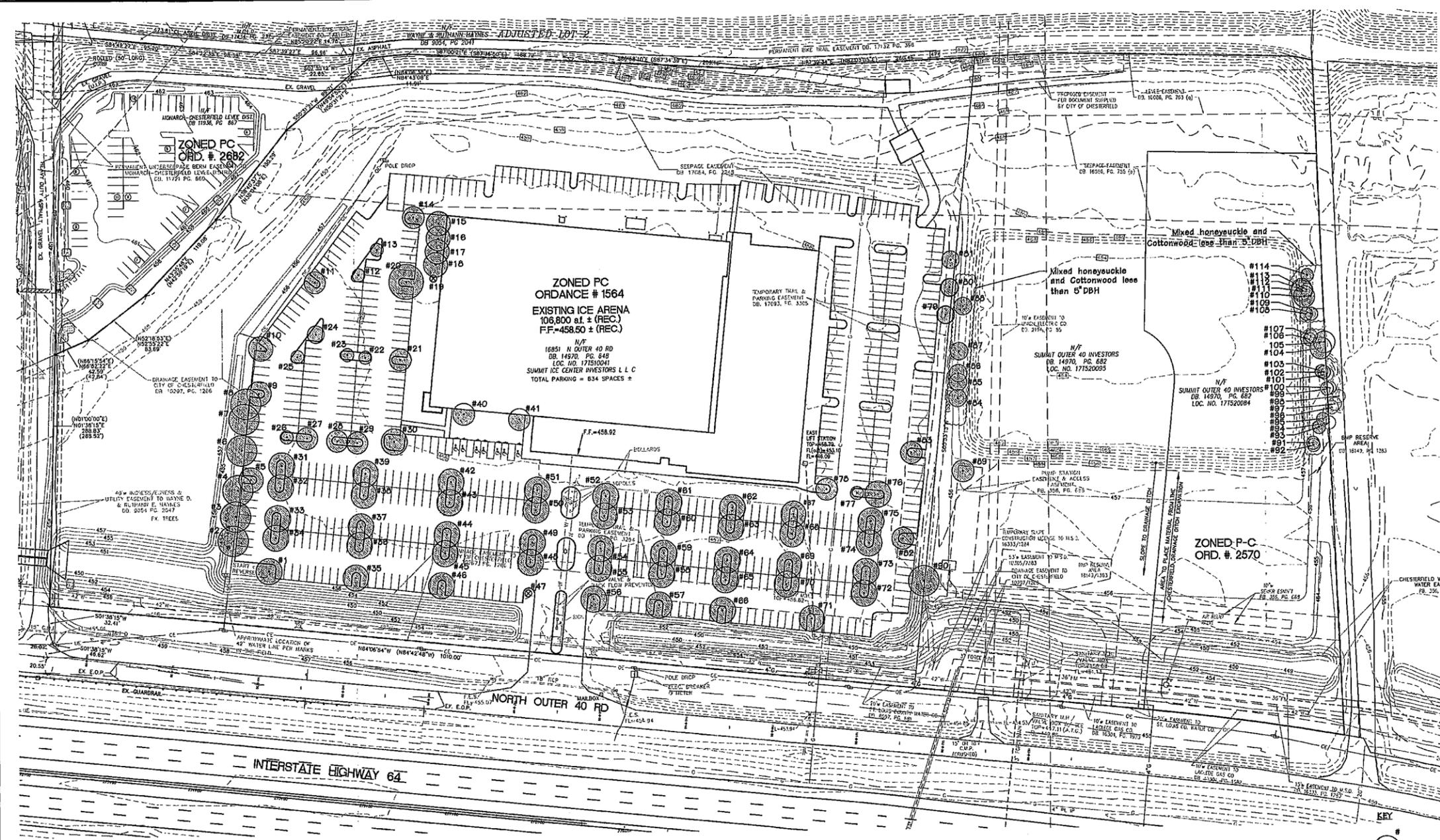
PRELIMINARY DEVELOPMENT PLAN FOR:
TOPGOLF
CITY OF CHESTERFIELD
ST. LOUIS COUNTY, MISSOURI



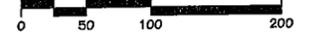
GEORGE M. STOCK E-28116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 009996

Table with 2 columns: REVISIONS, and 2 columns: DATE, DESCRIPTION. Includes entries for PER CITY COMMENTS and PRESENTATION.

Table with 2 columns: SHEET TITLE, and 2 columns: SHEET NO. Includes entries for PRELIMINARY DEVELOPMENT PLAN and C1.



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 Slump
 - 1 = Poor
 - 2 = Fair
 - 3 = Good
 - 4 = Excellent

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

Total Site Area = 867,547 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	multistem
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
12	Ash	6	15	177	4	
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	20	314	2	
18	Pine	12	25	491	4	
19	Slump	12	0	0	0	
20	Ash	19	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	8	15	177	2	basal wounds
26	Ash	10	25	491	2	
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	18	35	962	1	included 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	2	
44	Ash	10	30	707	3	
45	Ash	9	30	707	3	
46	Birch	9	28	616	2	
47	Slump	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	2	
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	8	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	5	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	35	962	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	5	15	177	2	Offsite
98	Cottonwood	6	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	5	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	

- KEY**
- Existing Tree
 - Existing Offsite Tree
 - ⊗ Existing Tree - Dead or Stump, see schedule

Revisions:

Date	Description	No.

Drawn: **BB**
Checked: **JS**

Ioomis Associates
Landscape Architects/Planners
10000 N. 100th St., Suite 100
Overland Park, MO 66213
www.ioomis.com
Ioomis Associates, Inc.
Missouri State Certificate of Authority # LAC 8000019

Sheet Title: **Tree Stand Delineation Plan**
Sheet No.: **TSD**
Tree Inventory Plan
Prepared under direction of:
Brian Bage
Certified Arbolist MW- 5033A
Date: **02/25/16**
Job #: **976.001**

SAUNDERS
Jerald Saunders - Landscape Architect
MO License # LA-007
Consultants:

Arco-Murray