



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

1. **Appointments** – Mayor Bob Nation
 - A. **Bill No. 3129** – Appointing Christopher Graville as City Attorney (**First & Second Reading**)

2. **Planning and Public Works Committee** – Chairperson Dan Hurt, Ward III
 - A. **Bill No. 3123** – Unified Development Code: Updates to Article 2 (**Second Reading**)
 - B. **Bill No. 3124** – Kraus Farm Office Center – Easement Dedication (**Second Reading**)
 - C. **Bill No. 3126** – Arbors at Wilmas Farm Record Plat 1 (**First & Second Reading**)
 - D. **Bill No. 3127** – Arbors at Wilmas Farm Record Plat 2 (**First & Second Reading**)
 - E. **Next Meeting** – December 8, 2016 (5:30pm)

3. **Finance and Administration Committee** – Chairperson Bruce DeGroot, Ward IV
 - A. **Public Hearing** – Proposed FY2017 Budget – **6:30PM**
 - B. **Resolution No. 428** – Adopts FY2017 Budget (**Voice Vote**)
 - C. **Resolution No. 429** – Opposing Unification of St. Louis County & the City of St. Louis (**Voice Vote**)
 - D. **Bill No. 3128** – Collective Bargaining Framework (**First & Second Reading**)
 - E. **Contract Extension, Chesterfield Valley Athletic Complex (Voice Vote)**

4. **Parks, Recreation and Arts Committee** – Chairperson Barbara McGuinness, Ward I
5. **Public Health and Safety Committee** – Chairperson Bridget Nations, Ward II
 - A. **Bill No. 3125** - Restricting Compression Release Braking Systems
(Second Reading)
6. **Report from the City Administrator** – Mike Geisel
7. **Adjourn** –

NOTE: City Council will consider and act upon the matters listed above and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.

Notice is hereby given that the City Council may also hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: legal actions, causes of action, litigation or privileged communications between the City's representatives and its attorneys (RSMo 610.021(1) 1994; lease, purchase or sale of real estate (RSMo 610.021(2) 1994; hiring, firing, disciplining or promoting employees within employee groups (RSMo 610.021(3) 1994; bidding specification (RSMo 610.021(11) 1994; and/or proprietary technological materials (RSMo 610.021(15) 1994; Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups (RSMo 610.021(9)).



AGENDA
CHESTERFIELD CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, December 5, 2016
7:00PM

6:30PM – PUBLIC HEARING: Proposed FY2017 Budget

- I. CALL TO ORDER** – Mayor Bob Nation
- II. PRESENTATION – Proposed FY2017 Budget** – City Administrator
Mike Geisel
- III. DISCUSSION** – Mayor Bob Nation
- IV. ADJOURNMENT** – Mayor Bob Nation

7:00PM – REGULAR MEETING

- 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** – November 21, 2016
 - B. Executive Session Minutes** – November 21, 2016

VI. COMMUNICATIONS AND PETITIONS – Mayor Bob Nation

VII. INTRODUCTORY REMARKS - Mayor Bob Nation

- A. **Thursday, December 8, 2016** – Planning and Public Works (5:30pm)
- B. **Monday, December 12, 2016** – Planning Commission (7pm)
- C. **April 4th City Election – Qualifying Period** – Opens Tuesday, December 13th at 8AM – Closes Tuesday, January 17th 5PM
- D. **City Hall Holiday Closings** – Friday 12/23 – Half Day, Monday 12/26 – All Day, Monday 1/1/17- All Day
- E. **Wednesday, January 4 , 2016** – Next City Council meeting (7pm)

VIII. APPOINTMENTS – Mayor Bob Nation

- A. **Bill No. 3129** – Appointing Christopher B. Graville as City Attorney (**First & Second Reading**)

IX. COUNCIL COMMITTEE REPORTS

- A. **Planning and Public Works Committee** – Chairperson Dan Hurt, Ward III
 - 1. **Bill No. 3123** – Unified Development Code: Updates to Article 2 (**Second Reading**)
 - 2. **Bill No. 3124** – Kraus Farm Office Center – Easement Dedication (**Second Reading**)
 - 3. **Bill No. 3126** – Arbors at Wilmas Farm Record Plat 1(**First & Second Reading**)
 - 4. **Bill No. 3127** – Arbors at Wilmas Farm Record Plat 2(**First & Second Reading**)
 - 5. **Next Meeting** – December 8, 2016 (5:30pm)

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

1. Resolution No. 428 – Adopts FY2017 Budget **(Voice Vote)**

2. Resolution No. 429 – Opposing Unification of St. Louis County & the City of St. Louis **(Voice Vote)**

3. Bill No. 3128 – Collective Bargaining Framework **(First & Second Reading)**

4. Contract Extension, Chesterfield Valley Athletic Complex (Voice Vote)

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

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

1. Bill No. 3125 – Restricting Compression Release Braking Systems **(Second Reading)**

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

XI. UNFINISHED BUSINESS – Mayor Bob Nation

XII. NEW BUSINESS – Mayor Bob Nation

XIII. LEGISLATION

A. BILL NO. 3123 – AN ORDINANCE AMENDING ARTICLE 2 SECTION 02-12 OF THE UNIFIED DEVELOPMENT CODE (ARTICLE 2-12 INSTALLATION OR GUARANTEE OF REQUIRED IMPROVEMENTS)**(SECOND READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**

- B. BILL NO.3124** – AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE EASEMENTS FOR VARIOUS UTILITES IN CONJUNCTION WITH THE DEVELOPMENT OF AN OFFICE BUILDING AT 14730 CONWAY ROAD. **(SECOND READING; PLANNING AND DEVELOPMENT SERVICES RECOMMENDS APPROVAL)**
- C. BILL NO.3125** – AN ORDINANCE RESTRICTING COMPRESSION RELEASE BRAKING SYSTEMS **(SECOND READING; PUBLIC HEALTH & SAFETY COMMITTEE RECOMMENDS APPROVAL)**
- D. BILL NO. 3128** – AN ORDINANCE ADOPTING A BARGAINING FRAMEWORK FOR THE CITY OF CHESTERFIELD, FOR COLLECTIVE BARGAINING WITH THE FRATERNAL ORDER OF THE POLICE **(FIRST & SECOND READING; FINANCE & ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**
- E. BILL NO.3129** – AN ORDINANCE APPOINTING CHRISTOPHER B. GRAVILLE AS CITY ATTORNEY**(FIRST & SECOND READING)**

XIV. LEGISLATION – PLANNING COMMISSION

- A. BILL NO.3126** – AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT WILMAS FARM PLAT 1, A 39.88 ACRE TRACT OF LAND ZONED “PUD” PLANNED UNIT DEVELOPMENT DISTRICT LOCATED ON THE SOUTH SIDE OF WILD HORSE CREEK ROAD WEST OF ITS INTERSECTION OF LONG ROAD AND EAST OF ITS INTERSECTION WITH ARBOR GROVE COURT. **(FIRST & SECOND READINGS; PLANNING COMMISSION RECOMMENDS APPROVAL)**
- B. BILL NO.3127** – AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT WILAMS FARM PLAT 2, A 10.64 ACRE TRACT OF LAND ZONED “PUD” PLANNED UNIT DEVELOPMENT DISTRICT LOCATED ON THE SOUTH SIDE OF WILD HORSE CREEK ROAD WEST OF ITS INTERSECTION OF LONG ROAD AND EAST OF ITS INTERSECTION WITH ARBOR GROVE COURT. **(FIRST & SECOND READINGS; 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, 12/5/2016 – 5:45 PM

An AGENDA REVIEW meeting has been scheduled to start at **5:45 pm, on Monday November 21, 2016.**

Please remember that the City will be conducting the public hearing for the 2017 budget beginning at 6:30 Monday, immediately prior to the normal Council meeting scheduled for 7 pm.

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

COMMUNICATIONS AND PETITIONS

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



RECORD OF PROCEEDING

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

NOVEMBER 21, 2016

The meeting was called to order at 7:10 p.m.

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

A roll call was taken with the following results:

PRESENT

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

ABSENT

Councilmember Barry Flachsbart

APPROVAL OF MINUTES

The minutes of the November 3, 2016 Robert's Rules of Order Training were submitted for approval. Councilmember Tilman made a motion, seconded by Councilmember DeGroot, to approve the Robert's Rules of Order Training minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the November 7, 2016 City Council meeting were submitted for approval. Councilmember Tilman made a motion, seconded by Councilmember McGuinness, 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 November 7, 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

The following individuals expressed their appreciation for the successful completion of the Broadmoor Neighborhood Improvement District (NID):

Ms. Karen Fishman, 15038 Claymoor Court
Mr. Dean Jeffries, 15009 Claymoor Court

Mayor Nation made a brief statement as follows:

There appears to be a good deal of misunderstanding and mis-information related to the proposed dome project that is being promoted by Mr. Dan Buck and Mr. Mike Matheny. In reading commentaries in various publications, there have been accusations that the City of Chesterfield has not been transparent and is supporting private development at the expense of our parks programs. That is not the case.

The Missouri Sunshine Law requires meetings of elected officials to be publicly posted and to be open to the public. However, under this State Statute 610.021, there are also criteria under which closed meetings “executive sessions” may be held. In very narrow circumstances, the public body can meet in closed session to discuss a very limited number of issues that could not be discussed publicly without negatively impacting lease negotiations or land acquisition prices. It could be very damaging to the public if a seller was made aware of the public body’s acquisition strategy or purchase limitations. This has been the case with the dome project. Specifically, the negotiation of lease or purchase of real estate was discussed in executive session as permitted by the sunshine law. City officials were negotiating the terms of a lease and land acquisition to minimize costs and maximize lease benefits. Immediately after the terms were negotiated and agreed to, all terms, details and related information was made available to the public as required by sunshine law.

In this specific negotiation, the City of Chesterfield has not offered, nor will the City offer any financial contribution or subsidy. The City has tentatively agreed to lease land that the City already owns or may purchase.

The lease terms provide a reasonable revenue stream and allows the City to fully recover the original land purchase cost and receive a desirable rate of return on top of that. There is no subsidy, no partnership, or support of a private development. Chesterfield has no financial involvement other than to lease land which is currently a liability, in exchange for annual revenues that can be used toward maintenance and improvements to existing parks facilities. I hope this clears up any misunderstanding there may have been!

INTRODUCTORY REMARKS

Mayor Nation announced that the next meeting of City Council has been scheduled for Monday, December 5, at 7 p.m. It will be preceded by a public hearing for the 2017 Budget.

APPOINTMENTS

There were no appointments.

COUNCIL COMMITTEE REPORTS

Planning/Public Works Committee

Councilmember Dan Hurt, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember DeGroot, to refer Bill No. 3110 (P.Z. 04-2016 US Ice Sports Complex & Valley Gates [Topgolf USA Chesterfield LLC]) back to the Planning/Public Works Committee for review, 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. 3117 (Schoettler Road Bridge – Water Main Relocation – Contract for Water Facility Relocation) will be considered for adoption under the “Legislation” portion of the agenda.

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

Councilmember Hurt made a motion, seconded by Councilmember Logan, to approve P.Z. 02-2015 Falling Leaves Estates II time extension request. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Hurt reported that Bill No. 3123 (Unified Development Code: Updates to Article 2) will be read for the first time under the “Legislation” portion of the agenda.

Councilmember Hurt made a motion, seconded by Councilmember Tilman, to approve voluntary decertification from the Council of Local Governments (CLG). A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Hurt made a motion, seconded by Councilmember Logan, to approve \$518,000 to be funded by General Fund – Fund Reserves for costs associated with the Emerald Ash Borer Preparedness Plan and Action Strategy for 2017. A roll call vote was taken with the following results: Ayes – DeGroot, DeCampi, Nations, Logan, Hurt, McGuinness and Tilman. Nays – None. Whereupon the motion was declared passed.

Councilmember Hurt made a motion, seconded by Councilmember McGuinness, to approve \$162,765 to be funded by General Fund – Fund Reserves for the continuation of the Snow Removal Recoupment Program for Private Streets. A roll call vote was taken with the following results: Ayes – Hurt, Nations, McGuinness and Logan. Nays – DeCampi, Tilman and DeGroot. Whereupon the motion was declared passed.

Due to some confusion with the original vote, Councilmember Logan made a motion, seconded by Councilmember McGuinness, to reconsider Item No. 8 (Snow Removal Recoupment Program for Private Streets). A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Hurt made a motion, seconded by Councilmember DeCampi, to approve \$162,765 to be funded by General Fund – Fund Reserves for the continuation of the Snow Removal Recoupment Program for Private Streets. A second roll call vote was taken with the following results: Ayes – DeCampi, Logan, Hurt, Nations and McGuinness. Nays – Tilman and DeGroot. Whereupon the motion was declared passed.

Councilmember Hurt made a motion, seconded by Councilmember Logan, to approve the Agreement for City Limit Signs on MODOT right of way. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Hurt reported that Bill No. 3124 (Kraus Farm Office Center – Easement Dedication) will be read for the first time under the “Legislation” portion of the agenda.

Councilmember Hurt announced that the next meeting of this Committee has been scheduled for Thursday, December 8, at 5:30 p.m.

Finance and Administration Committee

Councilmember Bruce DeGroot, Chairperson of the Finance and Administration Committee, reported that Bill No. 3122 (Broadmoor NID) will be considered for adoption under the “Legislation” portion of the agenda.

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

Parks, Recreation & Arts Committee

Councilmember Barbara McGuinness, Chairperson of the Parks, Recreation & Arts Committee, invited everyone to attend the 17th Annual Turkey Trot on Thursday, November 24 at 8:30 a.m.

Public Health & Safety Committee

Councilmember Bridget Nations, Chairperson of the Public Health & Safety Committee, reported that Bill No. 3125 (Restricting Compression Release Breaking Systems) will be read for the first time under the "Legislation" portion of the agenda.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel indicated that he had no report this evening.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

Councilmember DeGroot announced that he was successful in his bid to become the State Representative for this area, and invited everyone to attend the Governor's Ball on January 9, 2017.

LEGISLATION

Councilmember Hurt made a motion, seconded by Councilmember DeGroot, to suspend the rules and allow consideration of Bill No. 3122 (Broadmoor NID). A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

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

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

following results: Ayes – Hurt, McGuinness, Tilman, DeGroot, Nations, Logan and DeCampi. Nays – None. Whereupon Mayor Nation declared Bill No. 3122 approved, passed it and it became **ORDINANCE NO. 2921.**

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

Councilmember Hurt made a motion, seconded by Councilmember DeGroot, for the second reading of Bill No. 3117. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3117 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3117 with the following results: Ayes – McGuinness, DeCampi, DeGroot, Nations, Logan, Tilman and Hurt. Nays – None. Whereupon Mayor Nation declared Bill No. 3117 approved, passed it and it became **ORDINANCE NO. 2922.**

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

Councilmember Hurt made a motion, seconded by Councilmember Tilman, for the second reading of Bill No. 3118. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3118 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3118 with the following results: Ayes – Hurt, DeCampi, Logan, Nations, DeGroot, McGuinness and Tilman. Nays – None. Whereupon Mayor Nation declared Bill No. 3118 approved, passed it and it became **ORDINANCE NO. 2923.**

BILL NO. 3123 AMENDS ARTICLE 2 SECTION 02-12 OF THE UNIFIED DEVELOPMENT CODE (ARTICLE 2-12 INSTALLATION OR GUARANTEE OF REQUIRED IMPROVEMENTS) **(FIRST READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Hurt made a motion, seconded by Councilmember Logan, for the first reading of Bill No. 3123. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3123 was read for the first time.

BILL NO. 3124 **AUTHORIZES THE MAYOR TO EXECUTE EASEMENTS FOR
VARIOUS UTILITES IN CONJUNCTION WITH THE
DEVELOPMENT OF AN OFFICE BUILDING AT 14730
CONWAY ROAD (FIRST READING; PLANNING AND
DEVELOPMENT SERVICES RECOMMENDS APPROVAL)**

Councilmember Hurt made a motion, seconded by Councilmember Logan, for the first reading of Bill No. 3124. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3124 was read for the first time.

BILL NO. 3125 **RESTRICTS COMPRESSION RELEASE BRAKING SYSTEMS
(FIRST READING; PUBLIC HEALTH & SAFETY
RECOMMENDS APPROVAL)**

Councilmember Nations made a motion, seconded by Councilmember Logan, for the first reading of Bill No. 3125. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3125 was read for the first time.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:59 p.m.

Mayor Bob Nation

ATTEST:

Vickie J. Hass, City Clerk

APPROVED BY CITY COUNCIL: _____

UPCOMING MEETINGS/EVENTS

- A. Thursday, December 8, 2016** – Planning and Public Works (5:30pm)
- B. Monday, December 12, 2016** – Planning Commission (7pm)
- C. April 4th City Election – Qualifying Period** – Opens Tuesday, December 13th at 8AM – Closes Tuesday, January 17th 5PM
- D. City Hall Holiday Closings** –
 - Friday 12/23 – Half Day, Christmas Eve Holiday
 - Monday 12/26 – All Day, Christmas Holiday
 - Monday 1/1/17- All Day, New Years Holiday
- E. Wednesday, January 4 , 2016** – Next City Council meeting (7pm)

APPOINTMENTS

Mayor Nation has offered the appointment of Christopher B. Graville to the position of City Attorney. This appointment requires the consent of City Council and Bill No. 3129 is included in the legislative section of the agenda.

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

PLANNING AND PUBLIC WORKS COMMITTEE

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

1. **Bill No. 3123** – AN ORDINANCE AMENDING ARTICLE 2 SECTION 02-12 OF THE UNIFIED DEVELOPMENT CODE (ARTICLE 2-12 INSTALLATION OR GUARANTEE OF REQUIRED IMPROVEMENTS) **(SECOND READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**
2. **Bill No. 3124** – Kraus Farm Office Center – Easement Dedication. AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE EASEMENTS FOR VARIOUS UTILITES IN CONJUNCTION WITH THE DEVELOPMENT OF AN OFFICE BUILDING AT 14730 CONWAY ROAD. **(SECOND READING; PLANNING AND DEVELOPMENT SERVICES RECOMMENDS APPROVAL)**
3. **Bill No. 3126** – Arbors at Wilmas Farm Record Plat 1. AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT WILMAS FARM PLAT 1, A 39.88 ACRE TRACT OF LAND ZONED “PUD” PLANNED UNIT DEVELOPMENT DISTRICT LOCATED ON THE SOUTH SIDE OF WILD HORSE CREEK ROAD WEST OF ITS INTERSECTION OF LONG ROAD AND EAST OF ITS INTERSECTION WITH ARBOR GROVE COURT. **(FIRST & SECOND READINGS; PLANNING COMMISSION RECOMMENDS APPROVAL)**
4. **BILL NO.3127** – AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT WILAMS FARM PLAT 2, A 10.64 ACRE TRACT OF LAND ZONED “PUD” PLANNED UNIT DEVELOPMENT DISTRICT LOCATED ON THE SOUTH SIDE OF WILD HORSE CREEK ROAD WEST OF ITS INTERSECTION OF LONG ROAD AND EAST OF ITS INTERSECTION WITH ARBOR GROVE COURT. **(FIRST & SECOND READINGS; PLANNING COMMISSION RECOMMENDS APPROVAL)**

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

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



DATE: November 10, 2016

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

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

RE: Kraus Farm Office Center – Easement Dedication

see Bill# 3124

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

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

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

Action Recommended

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

Memorandum

Department of Public Services



DATE: November 10, 2016

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

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

FROM: Justin Wyse, Senior Planner

RE: Kraus Farm Office Center, Easement Dedication

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

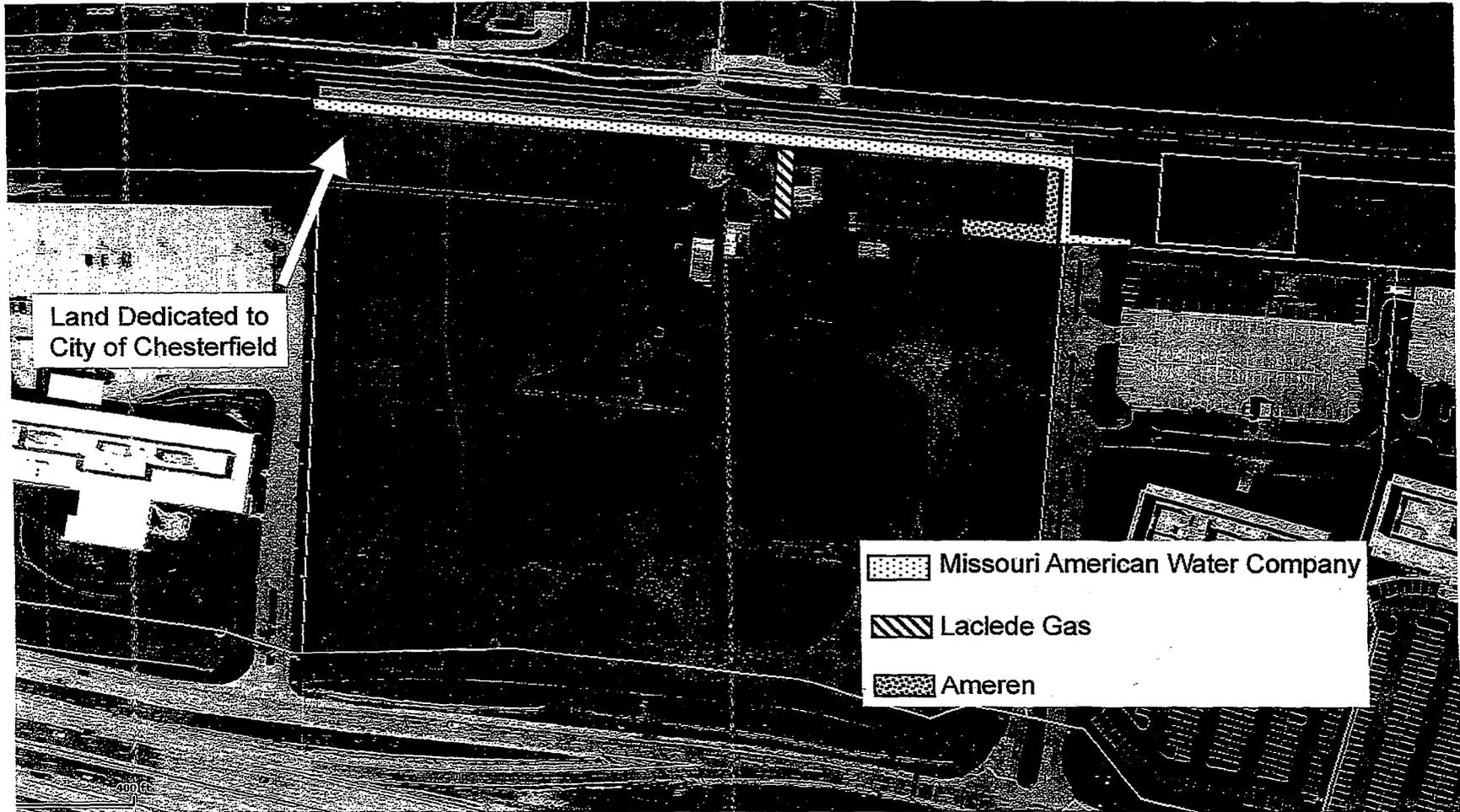
As part of the development of the remainder of the tract, utility easements are needed on the area now owned by the City of Chesterfield in order to service the site. While these easements were anticipated, the easement locations had not been finalized until now.

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

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

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

Aerial Image of Area Showing Proposed Easements



Land Dedicated to
City of Chesterfield

- Missouri American Water Company
- Laclede Gas
- Ameren

City Council Memorandum

Department of Public Services



To: Michael O. Geisel, City Administrator

From: Aimee Nassif, Planning and Development Services Director

Date: November 28, 2016

CC Date: **December 5, 2016**

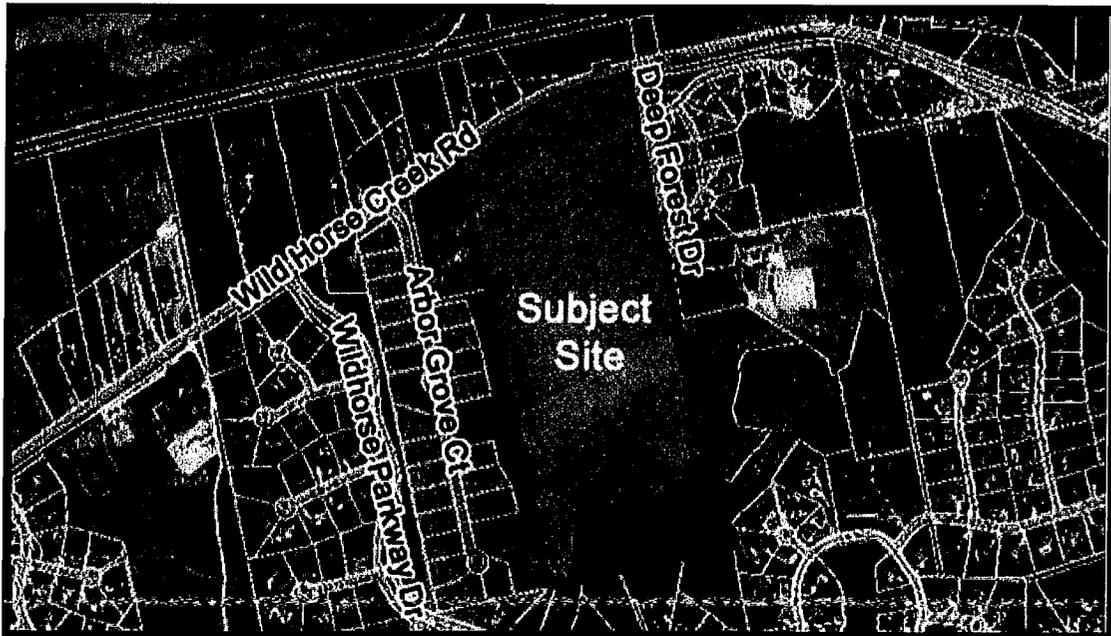
Re: **Arbors at Wilmas Farm – Plat 1:** A Record Plat for a 39.88 acre tract of land zoned “PUD” Planned Unit Development District located on the south side of Wild Horse Creek Road west of its intersection of Long Road and east of its intersection with Arbor Grove Court.

The Sterling Company, on behalf of Wilmas Farm, LLC., has submitted a request for a Subdivision Plat for a 39.88 acre tract which proposes thirty-one (31) new lots and interior streets. The purpose of this plat is to establish the thirty-one (31) lots for development and to provide for necessary infrastructure.

On November 14, 2016, the Planning Commission recommended approval of the Record Plat 1 for the Subdivision of Arbors at Wilmas Farm with a vote of 9-0.

Attached to the legislation, please find a copy of the Record Plat and Escrow Agreements.

See Bill#
3126



City Council Memorandum

Department of Public Services



To: Michael O. Geisel, City Administrator
From: Aimee Nassif, Planning and Development Services Director
Date: November 28, 2016
CC Date: **December 5, 2016**
Re: **Arbors at Wilmas Farm – Plat 2:** A Record Plat for a 10.64 acre tract of land zoned “PUD” Planned Unit Development District located on the south side of Wild Horse Creek Road west of its intersection of Long Road and east of its intersection with Arbor Grove Court.

The Sterling Company, on behalf of Wilmas Farm, LLC., has submitted a request for a Subdivision Plat for a 10.64 acre tract which proposes sixteen (16) new lots and interior streets. The purpose of this plat is to establish the sixteen (16) lots for development and to provide for necessary infrastructure.

On November 14, 2016, the Planning Commission recommended approval of the Record Plat 2 for the Subdivision of Arbors at Wilmas Farm with a vote of 9-0.

Attached to the legislation, please find a copy of the Record Plat and Escrow Agreements.



See Bill #
3127

FINANCE AND ADMINISTRATION COMMITTEE

The Finance and Administration Committee of the Whole met on Monday 11/28/2016, and there are several items which are to be dealt with at Monday's meeting.

Resolution No. 428 – Adopts FY2017 Budget **(Voice Vote)** The City Council will conduct a public hearing beginning at 6:30 pm on Monday night, prior to the regularly scheduled meeting.

Resolution No. 429 – Opposing Unification of St. Louis County & the City of St. Louis **(Voice Vote)** **The Committee of the Whole directed staff to prepare the resolution for Council action at Monday's meeting.**

Bill No. 3128 – Collective Bargaining Framework **(First and Second Reading)** As has been discussed previously, the proposed legislation establishes the negotiation protocols involving labor bargaining with the Fraternal Order of Police. Due to time constraints, I recommend that this ordinance be read twice on Monday night.

Contract Extension, Chesterfield Valley Athletic Complex (Voice Vote) The Committee of the Whole voted unanimously to support a five year extension, with an automatic 5 year renewal of the existing preferred users contract with Ascension Athletic Association (AAA) and the Chesterfield Baseball & Softball Association (CBSA).

Next Meeting

The next subsequent meeting of the F&A Committee of the Whole meeting is scheduled for Monday, January 23rd, 2017 at 5:30 pm.

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

MEMORANDUM

TO: Mike Geisel, City Administrator
FROM: Craig White – Finance Director CDW
DATE: November 29, 2016
SUBJECT: Finance and Administration Committee of the Whole Minutes – 11-28-2016

The Finance and Administration Committee of the Whole met on Monday, November 28, 2016. Those in attendance included: Chairperson Bruce DeGroot, Ward IV; Councilmember Barry Flachsbart, Ward I; Councilmember Barbara McGuinness, Ward I; Councilmember Guy Tilman, Ward II; Councilmember Bridget Nations, Ward II; Councilmember Randy Logan, Ward III; Councilmember Dan Hurt, Ward III; and Councilmember Tom DeCampi, Ward IV.

Those also in attendance included: Mayor Bob Nation; City Administrator Mike Geisel; Finance Director Craig White, Interim City Attorney Chris Graville; City Clerk Vickie Haas; Mary Ann Madden, Recording Secretary; and two members of the public.

Chairperson DeGroot called the meeting to order at 5:30 p.m.

I. APPROVAL OF MINUTES

Councilmember Logan made a motion to correct the minutes to reflect that his motions to eliminate funding for advertisements in the St. Louis Business Journal and funding the Civic Orchestra were separate and to be voted on separately. The motion was seconded by Councilmember Flachsbart and **passed by a voice vote of 8 to 0.**

Councilmember DeCampi stated that the minutes should include the discussion on the ordinance related to victims of crime. He noted that the discussion had included the possibility of taking the ordinance to the full Council, and Councilmember Hurt's suggestion to postpone taking the ordinance to Council until after the budget was completed. **Councilmember DeCampi made a motion to correct the minutes as noted above.** The motion was seconded by Councilmember McGuinness and **passed by a voice vote of 8 to 0.**

Councilmember Flachsbart made a motion to approve the minutes, as corrected. The motion was seconded by Councilmember Tilman and **passed by a voice vote of 8 to 0.**

II. NEW BUSINESS

A. Review of City Council Policies 1-5

Vickie Hass, City Clerk, provided a summary of recommendations to City Council Policies 1-5 as follows:

Policy No. 1: City Council Committee Organization

Staff recommendation is to combine the information found in City Council Policy No. 16 (*Appointment of Vice-Chairperson for Standing Committees*) into Policy No. 1.

During discussion it was pointed out that City Code Section 2-54 pertains to Standing Committees, which makes Policies 1 and 16 unnecessary. **Councilmember Flachsbart then made a motion to delete City Council Policies 1 and 16.** The motion was seconded by Councilmember Nations and **passed by a voice vote of 8 to 0.**

Policy No. 2: Committee Agendas

Staff recommendation is to delete Policy No. 2 as it is considered unnecessary since the policy covers a standard practice followed by Staff.

Councilmember Flachsbart made a motion to delete City Council Policy No. 2. The motion was seconded by Councilmember Logan and **passed by a voice vote of 8 to 0.**

Policy No. 3: Membership-Non-Statutory Committees

Staff recommendation is to combine Policy No. 3 with information found in Finance & Administration Policies No. 11 (*Minutes for Individual Boards/Commissions/Committees/Task Forces*), No.16 (*Membership-Statutory/Non-Statutory Committees*), and No. 21 (*Funding for Boards/Commissions*).

Discussion ensued regarding how the process of a Mayoral appointment would proceed if a Councilmember made a recommendation that the other same-Ward Councilmember opposed. It was determined that such a situation would result in a stalemate and another nominee would need to be recommended. Councilmember Flachsbart suggested that the policy be revised to allow the Mayor to appoint an individual to a non-statutory committee with consent of the majority of Council in the event agreement cannot be reached between both Councilmembers in whose ward the nominee resides.

After further discussion, Councilmember Flachsbart made a motion to approve City Council Policy No. 3, as presented by Staff. The motion was seconded by Councilmember Logan and **passed by a voice vote of 8 to 0.**

Councilmember Flachsbart then directed Staff to gather information on what other municipalities do in a similar situation and to provide that information to the Committee.

Policy No. 4: Meeting Room Reservations

Staff recommendation is to delete Policy No. 4 as this information is included in the recently-revised Public Works Policy No. 44 (*City Hall Rental and Use*).

Councilmember Flachsbart made a motion to delete City Council Policy No. 4. The motion was seconded by Councilmember Logan and **passed by a voice vote of 8 to 0.**

Policy No. 5: Speakers - City Council Meetings

Staff recommendation is to combine Policy No. 5 with information found in Finance & Administration Policy No. 32 (*Handling of Questions from Audience during City Council Meetings*).

Councilmember Logan referred to the statement of: *Individuals who seek to address City Council are allowed to speak without cross-examination by members of City Council.* He noted that there are times when Councilmembers have questions for the Speaker. Interim City Attorney Graville clarified that the term *cross examination* is a legal term whereby the Speaker would be required

to be sworn in. The language proposed in the policy does not preclude Councilmembers from asking questions of the Speaker.

Discussion ensued regarding the stipulation that Speakers must sign up with the City Clerk within ten minutes after the meeting has started. Councilmember Flachsbart suggested that the sign-up period be shortened to within 3-5 minutes after the meeting has started. Councilmember Hurt preferred maintaining the 10-minute period; Councilmember McGuinness suggested not having any time restrictions on when a person could sign up to speak. City Clerk Vickie Hass stated that not having a restricted time limit could prove somewhat chaotic when there are large crowds and she is responsible for recording meeting minutes. It was then noted that Council has the right to suspend the rules during a meeting and allow Speakers to sign up after the designated sign-up period.

Councilmember McGuinness suggested that the following statement be removed from the policy as it is seldom followed and is deemed unnecessary:

The City Attorney is directed to say, "The communications and petitions portion of the meeting was not intended to be a time for debate and it is the prerogative of each individual Councilmember to respond or not. You should feel comfortable in calling the Mayor or individual Councilmembers outside of this meeting."

Councilmember Logan made a motion to approve revised City Policy No. 5 with the deletion of the above verbiage. The motion was seconded by Councilmember Flachsbart and passed by a voice vote of 8 to 0.

B. RSMO 595.209 – Rights of victims and witnesses - written notification, requirements

City Administrator Mike Geisel stated that Agenda Item B has been forwarded to the Public Health & Safety Committee.

C. CVAC Preferred Users Contract

City Administrator Mike Geisel recommended that the City extend the existing preferred users contract with the Chesterfield Baseball & Softball Association and the Ascension Athletic Association for an initial term of five years with an additional automatic five-year extension unless either party elects to opt out. He stated that the current contract is due to expire in 2019 and because the City and Associations are both trying to do long-term planning for the athletic fields, the contract extension is being recommended.

Councilmember Flachsbart made a motion to extend the existing preferred users contract with the Chesterfield Baseball & Softball Association and the Ascension Athletic Association for an initial term of five years and with an additional automatic five-year extension. The motion was seconded by Councilperson Tilman.

Councilmember Logan voiced his concern about Section 22-46 of the City's Parks Rules & Regulations, which relates to *Games and Activities* and asked that the Parks and Recreation Committee review this section with consideration of how drones should be addressed. He also stated that he thinks item (b) of this section is too restrictive.

Councilmember Logan also asked that Section 22-29 pertaining to *Bicycles* be reviewed with respect to the required age for cyclists to wear a helmet.

The vote on the motion to extend the contract passed by a voice vote of 8 to 0.

Councilmember Flachsbart then asked Councilmember McGuinness, as Parks Committee Chair, to have the Parks Committee review the Parks Rules & Regulations.

D. Update on Older Adult Task Force & Senior Transportation Program

Mr. Geisel provided information about transportation services that will be offered to senior residents (aged 60 and over) and to adults who are visually impaired starting in the spring of 2017. The service will be provided by the Independent Transportation Network (ITN), a national non-profit transportation system which has been in existence for over 20 years. Residents can purchase an annual membership which allows provides them with rides to anywhere within the service area. There is no financial commitment on the part of the City, but ITN has requested that the City provide office space at City Hall for dispatching purposes during regular business hours.

Question was raised about liability concerns. Interim City Attorney Graville stated that when City space is used a contract should be in place which includes indemnification language and insurance requirements, such as: adding the City as an additional insured; coverage for transportation vehicles; etc. It was also noted that ITN does background checks on employees and volunteers.

The Committee asked for information as to where ITN is dispatching from in the St. Charles area and several members noted their concern about City Hall being used for dispatching.

Councilmember Flachsbart made a motion to provide ITN Gateway available office space and phone equipment at City Hall for one year, after which time the matter would be reviewed. The motion was seconded by Councilmember Logan.

Councilmember Hurt expressed concern that a precedent could be set for allowing other not-for-profit organizations to utilize office space at City Hall. Councilmember Nations stated that she does not feel the Committee should act on this matter until Staff talks to the St. Louis County Taxicab Commission.

The vote on the motion to provide office space to ITN Gateway was as follows:

Ayes: Councilmember Logan, Councilmember Flachsbart

**Nays: Councilmember Hurt, Councilmember DeCampi,
Councilmember DeGroot, Councilmember Tilman,
Councilmember McGuinness, Councilmember Nations**

The motion failed by a vote of 2 to 6.

Chair DeGroot stated that the Committee is interested in this program but would like more information. He then directed Staff to get information on: (1) where ITN is dispatching from in the St. Charles area; and (2) the Taxicab Commission. It was agreed to place this item back on the Committee's agenda for January.

E. Potential Inclusion of the City of St. Louis in St. Louis County

Chair DeGroot reported that he, Councilmember Hurt, and the Mayor attended a recent Municipal League meeting where the agenda included an item recommending the inclusion of the City of St. Louis within St. Louis County. During discussion, only a few people expressed opposition including Mayor Nation, the Mayor of Wildwood, the Mayor of Ballwin, and a representative from Eureka. A vote to open discussions with the City of St. Louis regarding this matter passed overwhelmingly.

Chair DeGroot suggested that the City prepare a resolution stating that the City of Chesterfield has no desire to include the City of St. Louis in St. Louis County. He also recommended talking to the Cities of Wildwood, Ballwin, and Ellisville.

Councilmember Flachsbart made a motion directing Staff to prepare a resolution in opposition to the City of St. Louis joining St. Louis County; to encourage other cities to pass similar resolutions; and to place this item on the Council agenda for discussion. The motion was seconded by Councilmember McGuinness.

Councilmember Nations stated she is in favor of a merger between St. Louis City and St. Louis County noting that it is a huge regional issue and questioned whether the City of Chesterfield should take a stand on it without knowing more about what the process would be.

Mayor Nation stated that he feels there needs to be a “continued extraordinary redistribution of revenues associated with any kind of a re-entry of the City of St. Louis into St. Louis County”.

Councilmember Logan stated that without knowing any details about a possible merger, he felt it would be premature for the City to prepare a resolution opposing it.

Chair DeGroot advised that during the Municipal League meeting it was indicated that the City of St. Louis is losing corporations and not attracting new ones because of their crime statistics, which only reflect the City of St. Louis and not the wider region.

Councilmember Hurt agreed with the recommendation to not take a stand at this point. He added that allowing St. Louis City to join the County may provide an opportunity to redo the sales tax formula that could benefit the whole region.

Councilmember Nations stated that the merger includes other issues than just crime statistics – it includes police, fire, school districts, and the possibility of changing the City Earnings Tax.

Councilmember Flachsbart stated that all of these issues would need funding from the County to improve the current situation in the City of St. Louis. Councilmember DeCampi expressed his feelings that it would be a “monumental mistake” financially to allow the merger and does not think it would be well-received by Ward 4 residents. He added that he loves St. Louis City and enjoys it many amenities, such as the zoo, symphony, and sporting events but he feels that St. Louis “is diametrically opposed to Chesterfield”.

City Administrator Geisel pointed out that the Council meeting packets for December 5th are going out this week, and suggested that the resolution be presented at Council’s January 9th meeting in order to give Staff adequate time to prepare language for the resolution.

Chair DeGroot called for a vote on the motion to have Staff prepare a resolution opposing the inclusion of St. Louis City into St. Louis County:

**Ayes: Councilmember Hurt, Councilmember DeCampi,
Councilmember Tilman, Councilmember Flachsbart
Councilmember McGuinness, Chair DeGroot**

Nays: Councilmember Logan, Councilmember Nations

The motion passed by a vote of 6 to 2.

It was then agreed that Staff will present a proposed resolution at the December 5th Council meeting.

F. Proposed 2017 Meeting Schedule

Councilmember Flachsbart made a motion to accept the 2017 Meeting Schedule of the Finance and Administration Committee, as presented. The motion was seconded by Councilmember Logan and passed by a voice vote of 8 to 0.

III. UNFINISHED BUSINESS

Chair DeGroot announced that the *Unfinished Business* portion of the meeting would not be reviewed this evening.

- A. Business License Overview**
- B. F&A Citizen's Advisory Committee**
- C. City Attorney, Prosecuting Attorney, and Municipal Judge Reform**
- D. Review of City Code: Ordinances 3082 – 3089**
- E. Review of City Code: Chapter Two Administration – Volume 3**

IV. ADJOURNMENT

The meeting was adjourned at 6:58 p.m.

RESOLUTION # 428

**A RESOLUTION ADOPTING THE BUDGET FOR THE CITY OF
CHESTERFIELD FOR THE YEAR BEGINNING ON JANUARY 1, 2017 AND
ENDING ON DECEMBER 31, 2017**

WHEREAS, the City of Chesterfield has adopted an ordinance providing for a fiscal year which begins on January 1 of each year and ends on December 31 of each year, and

WHEREAS, the City of Chesterfield, by ordinance, has directed the City Administrator to prepare a proposed budget, and

WHEREAS, the City has held a public hearing with regard to the adoption of the budget for the year beginning January 1, 2017 and ending December 31, 2017,

**NOW THEREFORE BE IT RESOLVED THAT THE CITY OF
CHESTERFIELD** adopts the attached budget as its budget for the fiscal year beginning January 1, 2017 and ending December 31, 2017.

Passed and adopted this 5th day of December 2016.

Mayor

Attest:

City Clerk

| <i>Combined Statement of Budgeted Revenues and Expenditures - General Fund</i> | 2015 ACTUAL | 2016 PROJECTED | 2017 BUDGET |
|--|----------------|-------------------|----------------|
| FUND BALANCE, JANUARY 1 | \$ 14,348,184 | \$ 12,580,997 | \$ 9,276,381 |
| REVENUES: | | | |
| Utility Taxes | 7,214,764 | 6,966,414 | 6,962,000 |
| Sales Tax | 6,976,044 | 7,107,361 | 7,486,109 |
| Intergovernmental | 4,218,864 | 4,559,993 | 4,637,200 |
| Licenses and Permits | 1,533,307 | 1,648,430 | 1,538,420 |
| Charges for Services | 111,710 | 120,297 | 113,050 |
| Court Receipts | 1,065,157 | 906,508 | 926,508 |
| Other Revenues | 396,747 | 860,404 | 353,296 |
| TOTAL REVENUE | 21,516,594 | 22,169,407 | 22,016,583 |
| TOTAL AVAILABLE FUNDS | 35,864,778 | 34,750,404 | 31,292,964 |
| EXPENDITURES | | | |
| Executive & Legislative | 68,696 | 71,082 | 77,447 |
| Department of Administration | | | |
| City Admin/Econ Dev/Cust Svc | 741,870 | 665,364 | 716,162 |
| Finance and Courts | 722,499 | 748,369 | 761,039 |
| Information Technology | 587,517 | 644,621 | 624,010 |
| Central Services | 1,264,110 | 1,452,346 | 1,293,302 |
| Police Department | 9,083,320 | 9,340,194 | 9,418,979 |
| Director of Public Services | | | |
| Planning and Development | 914,188 | 955,958 | 1,004,263 |
| Public Works | 5,415,471 | 5,767,488 | 5,643,708 |
| Capital Items for All Departments | 413,207 | 495,512 | 501,824 |
| TOTAL EXPENDITURES | 19,210,878 | 20,140,934 | 20,040,734 |
| Transfers To/From Other Funds | (4,072,903) | (5,333,089) | (1,526,285) |
| FUND BALANCE, DECEMBER 31 | \$ 12,580,997 | \$ 9,276,381 | \$ 9,725,945 |

| Combined Statement of Budgeted Revenues and Expenditures - Parks Sales Tax Fund | | | |
|--|------------------------|---------------------------|------------------------|
| | 2015 ACTUAL | 2016 PROJECTED | 2017 BUDGET |
| FUND BALANCE, JANUARY 1 | \$ 2,935,225 | \$ 2,870,584 | \$ 2,251,975 |
| REVENUES: | | | |
| Sales Tax | 7,121,200 | 7,283,151 | 7,429,000 |
| Intergovernmental | 266,386 | - | - |
| Parks and Recreation | 1,794,837 | 1,737,362 | 1,931,620 |
| Other Revenues | 65,775 | 106,912 | 31,000 |
| TOTAL REVENUE | 9,248,198 | 9,127,425 | 9,391,620 |
| TOTAL AVAILABLE FUNDS | 12,183,423 | 11,998,009 | 11,643,595 |
| EXPENDITURES | | | |
| Parks | 5,480,928 | 6,039,917 | 5,862,030 |
| Capital Items | 1,065,205 | 576,278 | 312,000 |
| TOTAL EXPENDITURES | 6,546,133 | 6,616,195 | 6,174,030 |
| TRANSFERS TO/FROM OTHER FUNDS | (2,766,706) | (3,129,839) | (2,962,479) |
| FUND BALANCE, DECEMBER 31 | \$ 2,870,584 | \$ 2,251,975 | \$ 2,507,086 |

| <i>Combined Statement of Budgeted Revenues and Expenditures - Capital Improvement Sales Tax Fund</i> | | | |
|--|---------------------|-------------------|--------------------|
| | 2015 | 2016 | 2017 |
| | ACTUAL | PROJECTED | BUDGET |
| FUND BALANCE, JANUARY 1 | \$ 1,726,802 | \$ 3,283,354 | \$ 970,991 |
| REVENUES: | | | |
| Sales Tax | 6,053,069 | 6,190,771 | 6,315,000 |
| Other Revenues | 1,627,433 | 4,143,073 | 1,392,880 |
| TOTAL REVENUE | 7,680,502 | 10,333,844 | 7,707,880 |
| TOTAL AVAILABLE FUNDS | 9,407,304 | 13,617,198 | 8,678,871 |
| EXPENDITURES | | | |
| Public Works | 881,682 | 1,226,900 | 637,396 |
| Capital Items | 5,474,279 | 14,710,156 | 5,750,000 |
| TOTAL EXPENDITURES | 6,355,961 | 15,937,056 | 6,387,396 |
| TRANSFERS TO/FROM OTHER FUNDS | 232,011 | 3,290,849 | (1,889,400) |
| FUND BALANCE, DECEMBER 31 | \$ 3,283,354 | \$ 970,991 | \$ 402,075 |

| <i>Combined Statement of Budgeted Revenues and Expenditures - Sewer Lateral Fund</i> | 2015 ACTUAL | 2016 PROJECTED | 2017 BUDGET |
|--|------------------------|---------------------------|------------------------|
| FUND BALANCE, JANUARY 1 | \$ 686,425 | \$ 620,879 | \$ 552,279 |
| REVENUES: | | | |
| Property Taxes | 427,135 | 430,000 | 430,000 |
| TOTAL REVENUE | 427,135 | 430,000 | 430,000 |
| TOTAL AVAILABLE FUNDS | 1,113,560 | 1,050,879 | 982,279 |
| EXPENDITURES | | | |
| Public Works | 441,020 | 450,000 | 460,000 |
| TOTAL EXPENDITURES | 441,020 | 450,000 | 460,000 |
| TRANSFERS TO/FROM OTHER FUNDS | (51,661) | (48,600) | (49,678) |
| FUND BALANCE, DECEMBER 31 | \$ 620,879 | \$ 552,279 | \$ 472,601 |

| <i>Combined Statement of Budgeted Revenues and Expenditures - Police Forfeiture Fund</i> | | | |
|--|----------------|-------------------|----------------|
| | 2015 ACTUAL | 2016 PROJECTED | 2017 BUDGET |
| FUND BALANCE, JANUARY 1 | \$ 77,642 | \$ 155,226 | \$ 157,275 |
| REVENUES: | | | |
| Intergovernmental | 116,261 | 88,366 | - |
| <hr/> | | | |
| TOTAL REVENUE | 116,261 | 88,366 | - |
| <hr/> | | | |
| TOTAL AVAILABLE FUNDS | 193,903 | 243,592 | 157,275 |
| <hr/> | | | |
| EXPENDITURES | | | |
| Police | 38,052 | 86,317 | 157,275 |
| <hr/> | | | |
| TOTAL EXPENDITURES | 38,052 | 86,317 | 157,275 |
| <hr/> | | | |
| TRANSFERS TO/FROM OTHER FUNDS | (625) | - | - |
| <hr/> | | | |
| FUND BALANCE, DECEMBER 31 | \$ 155,226 | \$ 157,275 | \$ - |

| Combined Statement of Budgeted Revenues and Expenditures - Chesterfield Valley Special Allocation Fund | | | |
|---|---------------|------------------|---------------|
| | 2015 | 2016 | 2017 |
| | ACTUAL | PROJECTED | BUDGET |
| FUND BALANCE, JANUARY 1 | \$ 132,438 | \$ 168,542 | \$ 211,803 |
| REVENUES: | | | |
| Intergovernmental | - | - | - |
| Other Revenues | 56,706 | 63,261 | - |
| TOTAL REVENUE | 56,706 | 63,261 | - |
| TOTAL AVAILABLE FUNDS | 189,144 | 231,803 | 211,803 |
| EXPENDITURES | | | |
| Public Works | 20,602 | 20,000 | 211,803 |
| TOTAL EXPENDITURES | 20,602 | 20,000 | 211,803 |
| TRANSFERS TO/FROM OTHER FUNDS | - | - | - |
| FUND BALANCE, DECEMBER 31 | \$ 168,542 | \$ 211,803 | \$ - |

This is money that was set-aside in prior years and has significant restrictions on its usage. The funds have primarily been used for wetland mitigation.

| Combined Statement of Budgeted Revenues and Expenditures - Parks Construction Phase II 2009B Fund | | | |
|--|------------------------|---------------------------|------------------------|
| | 2015 ACTUAL | 2016 PROJECTED | 2017 BUDGET |
| FUND BALANCE, JANUARY 1 | \$ 346,055 | \$ 6,283 | \$ - |
| REVENUES: | | | |
| Other Revenues | - | - | - |
| TOTAL REVENUE | - | - | - |
| TOTAL AVAILABLE FUNDS | 346,055 | 6,283 | - |
| EXPENDITURES | | | |
| Parks | 339,772 | 6,283 | - |
| TOTAL EXPENDITURES | 339,772 | 6,283 | - |
| TRANSFERS TO/FROM OTHER FUNDS | - | - | - |
| FUND BALANCE, DECEMBER 31 | \$ 6,283 | \$ - | \$ - |

These funds are related to parks phase II and were fully expended during 2016.

| <i>Combined Statement of Budgeted Revenues and Expenditures - Parks 1998 Debt Service Fund</i> | 2015 ACTUAL | 2016 PROJECTED | 2017 BUDGET |
|--|----------------|-------------------|----------------|
| FUND BALANCE, JANUARY 1 | \$ 498,465 | \$ (19,741) | \$ (19,241) |
| REVENUES: | | | |
| Property Tax | 44,839 | 500 | 500 |
| TOTAL REVENUE | 44,839 | 500 | 500 |
| TOTAL AVAILABLE FUNDS | 543,304 | (19,241) | (18,741) |
| EXPENDITURES | | | |
| Parks | 898,321 | - | - |
| TOTAL EXPENDITURES | 898,321 | - | - |
| TRANSFERS TO/FROM OTHER FUNDS | 335,276 | - | - |
| FUND BALANCE, DECEMBER 31 | \$ (19,741) | \$ (19,241) | \$ (18,741) |

This fund collected a property tax to make debt service payments on debt that matured in 2016. The negative fund balance will be eliminated as delinquent property tax payments are collected over the next several years.

| Combined Statement of Budgeted Revenues and Expenditures - R&S Series Bonds Debt Service Fund | | | |
|--|------------------------|---------------------------|------------------------|
| | 2015 ACTUAL | 2016 PROJECTED | 2017 BUDGET |
| FUND BALANCE, JANUARY 1 | \$ - | \$ - | \$ 59,431 |
| REVENUES: | | | |
| Other Revenues | - | - | - |
| Bond Proceeds | 7,340,000 | - | - |
| Premium on issuance | 224,704 | - | - |
| TOTAL REVENUE | 7,564,704 | - | - |
| TOTAL AVAILABLE FUNDS | 7,564,704 | - | 59,431 |
| EXPENDITURES | | | |
| Public Works | 9,502,693 | 1,869,750 | 1,889,400 |
| TOTAL EXPENDITURES | 9,502,693 | 1,869,750 | 1,889,400 |
| TRANSFERS TO/FROM OTHER FUNDS | 1,937,989 | 1,929,181 | 1,889,400 |
| FUND BALANCE, DECEMBER 31 | \$ - | \$ 59,431 | \$ 59,431 |

Includes additional budgetary savings transfer of \$59,431 during 2016.

| Combined Statement of Budgeted Revenues and Expenditures - City Hall Bonds 2004 Debt Service Fund | | | |
|--|------------------------|---------------------------|------------------------|
| | 2015 ACTUAL | 2016 PROJECTED | 2017 BUDGET |
| FUND BALANCE, JANUARY 1 | \$ 2 | \$ 2 | \$ 412,590 |
| REVENUES: | | | |
| Other Revenues | 6 | - | - |
| TOTAL REVENUE | 6 | - | - |
| TOTAL AVAILABLE FUNDS | 8 | 2 | 412,590 |
| EXPENDITURES | | | |
| Debt Service | 1,519,919 | 1,526,101 | 1,575,963 |
| TOTAL EXPENDITURES | 1,519,919 | 1,526,101 | 1,575,963 |
| TRANSFERS TO/FROM OTHER FUNDS | 1,519,913 | 1,938,689 | 1,575,963 |
| FUND BALANCE, DECEMBER 31 | \$ 2 | \$ 412,590 | \$ 412,590 |

Includes additional budgetary savings transfer of \$412,588 during 2016.

| <i>Combined Statement of Budgeted Revenues and Expenditures - 2013 Parks Bonds Debt Service Fund</i> | 2015 ACTUAL | 2016 PROJECTED | 2017 BUDGET |
|--|----------------|-------------------|----------------|
| FUND BALANCE, JANUARY 1 | \$ 27 | \$ 38 | \$ 43 |
| REVENUES: | | | |
| Other Revenues | 11 | 5 | 5 |
| TOTAL REVENUE | 11 | 5 | 5 |
| TOTAL AVAILABLE FUNDS | 38 | 43 | 48 |
| EXPENDITURES | | | |
| Parks | 1,910,075 | 1,969,476 | 2,032,276 |
| TOTAL EXPENDITURES | 1,910,075 | 1,969,476 | 2,032,276 |
| TRANSFERS TO/FROM OTHER FUNDS | 1,910,075 | 1,969,476 | 2,032,276 |
| FUND BALANCE, DECEMBER 31 | \$ 38 | \$ 43 | \$ 48 |

| Combined Statement of Budgeted Revenues and Expenditures - 2016 Parks Bonds Debt Service Fund | 2015 ACTUAL | 2016 PROJECTED | 2017 BUDGET |
|--|------------------------|---------------------------|------------------------|
| FUND BALANCE, JANUARY 1 | \$ 1,866 | \$ 1,869 | \$ 1,869 |
| REVENUES: | | | |
| Other Revenues | 3 | - | - |
| TOTAL REVENUE | 3 | - | - |
| TOTAL AVAILABLE FUNDS | 1,869 | 1,869 | 1,869 |
| EXPENDITURES | | | |
| Parks | 382,681 | 376,531 | 349,653 |
| TOTAL EXPENDITURES | 382,681 | 376,531 | 349,653 |
| TRANSFERS TO/FROM OTHER FUNDS | 382,681 | 376,531 | 349,653 |
| FUND BALANCE, DECEMBER 31 | \$ 1,869 | \$ 1,869 | \$ 1,869 |

| <i>Combined Statement of Budgeted Revenues and Expenditures - 2009A Parks Bonds Debt Service Fund</i> | 2015 ACTUAL | 2016 PROJECTED | 2017 BUDGET |
|---|----------------|-------------------|----------------|
| FUND BALANCE, JANUARY 1 | \$ 59 | \$ - | \$ - |
| REVENUES: | | | |
| Other Revenues | - | - | - |
| TOTAL REVENUE | - | - | - |
| TOTAL AVAILABLE FUNDS | 59 | - | - |
| EXPENDITURES | | | |
| Parks | - | - | - |
| Payments to bond escrow agent | - | - | - |
| TOTAL EXPENDITURES | - | - | - |
| TRANSFERS TO/FROM OTHER FUNDS | (59) | - | - |
| FUND BALANCE, DECEMBER 31 | \$ - | \$ - | \$ - |

Refunded with 2014 COPS during FY2014.

| Combined Statement of Budgeted | | | |
|--|---------------|------------------|---------------|
| Revenues and Expenditures - | | | |
| 2009B Parks Bonds Debt Service Fund | 2015 | 2016 | 2017 |
| | ACTUAL | PROJECTED | BUDGET |
| FUND BALANCE, JANUARY 1 | \$ 123 | \$ - | \$ - |
| REVENUES: | | | |
| Other Revenues | - | - | - |
| Intergovernmental | - | - | - |
| TOTAL REVENUE | - | - | - |
| TOTAL AVAILABLE FUNDS | 123 | - | - |
| EXPENDITURES | | | |
| Parks | - | - | - |
| Payments to bond escrow agent | - | - | - |
| TOTAL EXPENDITURES | - | - | - |
| TRANSFERS TO/FROM OTHER FUNDS | (123) | - | - |
| FUND BALANCE, DECEMBER 31 | \$ - | \$ - | \$ - |

Refunded with 2014 COPS during FY2014.

| <i>Combined Statement of Budgeted Revenues and Expenditures - 2014 Parks Bonds Debt Service Fund</i> | 2015 ACTUAL | 2016 PROJECTED | 2017 BUDGET |
|--|------------------------|---------------------------|------------------------|
| FUND BALANCE, JANUARY 1 | \$ 756 | \$ 942 | \$ 207,425 |
| REVENUES: | | | |
| Other Revenues | 4 | 1 | 1 |
| TOTAL REVENUE | 4 | 1 | 1 |
| TOTAL AVAILABLE FUNDS | 760 | 943 | 207,426 |
| EXPENDITURES | | | |
| Parks | 573,950 | 577,350 | 580,550 |
| TOTAL EXPENDITURES | 573,950 | 577,350 | 580,550 |
| TRANSFERS TO/FROM OTHER FUNDS | 574,132 | 783,832 | 580,550 |
| FUND BALANCE, DECEMBER 31 | \$ 942 | \$ 207,425 | \$ 207,426 |

Refunded 2009 A & B COPS during FY2014. Includes additional budgetary savings transfer of \$206,482 during 2016.

RESOLUTION NO. 429

A RESOLUTION OF THE CITY OF CHESTERFIELD, MISSOURI OPPOSING UNIFICATION OF ST. LOUIS COUNTY AND THE CITY OF ST. LOUIS

WHEREAS, The City of Chesterfield serves its 47,484 residents with a high level of service; and,

WHEREAS, The City of Chesterfield is financially strong, and professionally managed; governed by city officials who are elected on a non-partisan basis;

WHEREAS, The Finance and Administration Committee of the Whole has reviewed and considered issues related to the City of St. Louis becoming the ninety-first municipality in St. Louis County; and,

WHEREAS, There are numerous financial and governance concerns associated with the City of St. Louis becoming the ninety-first municipality in St. Louis County; and,

WHEREAS, There has been no clear evidence presented to support claims of the financial or efficiency benefits of a City of St. Louis and St. Louis County Unification; and,

NOW THEREFORE, BE IT RESOLVED, that the City of Chesterfield opposes the unification of St. Louis County and the City of St. Louis.

PASSED BY THE CITY COUNCIL OF CHESTERFIELD THIS FIFTH DAY OF DECEMBER, 2016.

Respectfully Submitted,

Presiding Officer

Bob Nation, Mayor

Attest:

Vickie Hass, City Clerk

AMENDMENT NO. 1
TO THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF
CHESTERFIELD, THE CHESTERFIELD ATHLETIC ASSOCIATION,
CHESTERFIELD BASEBALL AND SOFTBALL ASSOCIATION AND
ASCENSION ATHLETIC ASSOCIATION

Amendment made as of the _____ day of _____ 2016, by and between the City of Chesterfield, Missouri (hereinafter referred to as "City") and the Chesterfield Athletic Association, (hereinafter referred to as "CAA"), Chesterfield Baseball and Softball Association (hereinafter referred to as "CBSA") and Ascension Athletic Association (hereinafter referred to as "AAA).

RECITALS:

A. As of the 3rd day of February, 2015, City, CAA, CBSA, and AAA entered into an Agreement entitled "COOPERATIVE AGREEMENT BETWEEN THE CITY OF CHESTERFIELD, THE CHESTERFIELD ATHLETIC ASSOCIATION, CHESTERFIELD BASEBALL AND SOFTBALL ASSOCIATION AND ASCENSION ATHLETIC ASSOCIATION."

B. All parties now desire to amend the agreement to extend the rental discount period which is scheduled to terminate after 2019.

C. The parties now wish to amend the Agreement to delay the cessation of the rental discount currently scheduled for 2019, such that the preferred users are eligible to receive rental discounts for field rentals scheduled through 2024.

D. The parties now wish to extend all other terms and conditions of "COOPERATIVE AGREEMENT BETWEEN THE CITY OF CHESTERFIELD, THE CHESTERFIELD ATHLETIC ASSOCIATION, CHESTERFIELD BASEBALL AND SOFTBALL ASSOCIATION AND ASCENSION ATHLETIC ASSOCIATION" through the calendar year 2024.

E. The parties now wish to provide for an additional five year extension of the agreement, inclusive of field rental discounts through 2029, unless said extension is terminated by any party to this agreement.

NOW THEREFORE, it is agreed that the Agreement is hereby amended as follows:

4. TERM:

The Term of the Preferred User Group's Discount (as defined below) is up to and including the **2024** calendar year unless extended as herein provided.

The term of the Preferred User Group's Priority Scheduling shall run with the discount period. It is the intent of all parties that this cooperative priority scheduling relationship shall continue following the discount period, automatically renewable on an annual basis with the mutual consent of both parties, with the exception that the financial discounts will be discontinued after the calendar year **2024** unless extended as herein provided.

The term of this agreement, including the Preferred Users Group Discount and preferred scheduling shall be extended through the calendar year **2029**, unless the City of Chesterfield, in its sole discretion, terminates the extension at any time after the calendar year 2024.

5. RENTAL RATES AND DISCOUNT:

Preferred User Groups, must be comprised of more Chesterfield residents than any other municipality or unincorporated portion of A county, as discussed in Paragraph 2 on page 5, above, shall be entitled to use the CVAC at the Residential Rental Rates for league play and related practices, as herein provided.

The City shall periodically review and establish its field rental rates. The review shall include a comparison of rental rates to other rates in the market.

The City reserves its right to establish rental agreements and independent rates for special events, camps, schools, tournaments, charitable events, or events that the City partners or sponsors. This agreement does not limit the City's abilities to contract with other entities for use of the Chesterfield Valley Athletic Complex.

The City agrees that it will not offer or charge other users a rental rate less than those offered to Preferred User Groups, with or without The Discount (defined below) for similar league or practice use. If such rate is so provided to another user, then Preferred Users shall also receive the benefit thereof prior to The Discount (defined below) being calculated in. This provision is applicable for league and related practice usage. This provision is not intended to limit or restrict the City with regard to rental agreements and independent rates for special events, camps, schools, tournaments, charitable events, or events that the City partners or sponsors.

CBSA shall receive a discount from the Residential or other applicable Rental Rates for CBSA's usage of the CVAC. The discount to the applicable Rental Rates shall be \$50,000.00 per year, up to and including the **2024** calendar year, unless extended as provided herein ("The Discount").

AAA shall receive a discount from the Residential or other applicable Rental Rates for AAA's usage of the CVAC. The discount to the applicable Rental Rates shall be \$50,000.00 per year up to and including the **2024** calendar year, unless extended as provided herein ("The Discount").

In all other respects, the existing "COOPERATIVE AGREEMENT BETWEEN THE CITY OF CHESTERFIELD, THE CHESTERFIELD ATHLETIC ASSOCIATION, CHESTERFIELD BASEBALL AND SOFTBALL ASSOCIATION AND ASCENSION ATHLETIC ASSOCIATION" remains unchanged.

This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original, and all of which are identical.

IN WITNESS WHEREOF, City of Chesterfield, CAA, CBSA and AAA have executed this Agreement by their respective duly authorized representative effective as of the day and year first above-written.

**City of Chesterfield
(City)**

**Chesterfield Athletic Association
(CAA)**

By: _____
Mayor - Bob Nation

By: _____
Michael Hejna - President

**Chesterfield Baseball and Softball Association
(CBSA)**

By: _____
Douglas Whiteside- President

**Ascension Athletic Association
(AAA)**

By: _____
John Byrne - President

PARKS RECREATION AND ARTS COMMITTEE

The Parks, Recreation and Arts Committee last met on Tuesday September 6th, 2016. Efforts are underway to schedule the next meeting, to discuss parks rules and regulations.

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.

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

Next Meeting

The next meeting is scheduled for December 12th, 2016, at 5:30 pm

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

CITY ADMINISTRATOR'S REPORT

No Report

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

UNFINISHED BUSINESS

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

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

LEGISLATION

BILL NO.3123 – AN ORDINANCE AMENDING ARTICLE 2 SECTION 02-12 OF THE UNIFIED DEVELOPMENT CODE (ARTICLE 2-12 INSTALLATION OR GUARANTEE OF REQUIRED IMPROVEMENTS)(**SECOND READING; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL**)

BILL NO.3124 – AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE EASEMENTS FOR VARIOUS UTILITIES IN CONJUNCTION WITH THE DEVELOPMENT OF AN OFFICE BUILDING AT 14730 CONWAY ROAD. (**SECOND READING; PLANNING AND DEVELOPMENT SERVICES RECOMMENDS APPROVAL**)

BILL NO.3125 – AN ORDINANCE RESTRICTING COMPRESSION RELEASE BRAKING SYSTEMS (**SECOND READING; PUBLIC HEALTH & SAFETY COMMITTEE RECOMMENDS APPROVAL**)

BILL NO. 3128 – AN ORDINANCE ADOPTING A BARGAINING FRAMEWORK FOR THE CITY OF CHESTERFIELD, FOR COLLECTIVE BARGAINING WITH THE FRATERNAL ORDER OF THE POLICE (**FIRST & SECOND READING; FINANCE & ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL**)

BILL NO.3129 – AN ORDINANCE APPOINTING CHRISTOPHER B. GRAVILLE AS CITY ATTORNEY (**FIRST & SECOND READING**)

BILL NO. 3123

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Passed and approved this _____ day of _____, 2016.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 11/21/2016

ATTACHMENT A**UNIFIED DEVELOPMENT CODE AMENDMENTS**

Sec. 02-12. IMPROVEMENTS INSTALLED OR GUARANTEED.

A. Completion Guarantee by Developer.

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

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

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

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

B. Deposit Options.

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

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

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

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

C. Amount of Deposit.

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

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

D. Deposit Agreement – Releases.

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

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

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

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

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

E. Maintenance Guarantee.

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

the City for maintenance, the Director shall have the authority to require the maintenance deposit to be replaced or replenished by the developer in any form permitted for an original deposit.

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

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

F. Acceptance and Final Approval.

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

G. Failure to Complete Improvements.

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

of the deposit agreement or Subdivision Code relating to the subdivision. If the developer fails to cure any default or present compelling reason why no default should be declared, the Director shall declare the developer in default and may take any one (1) or more of the following acts:

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

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

H. Other Remedies for Default.

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

1. Suspend the right of anyone to build or construct in the subdivision by issuance of a stop work order (SWO). Issuance of a SWO shall result in a suspension of all construction activity on the site, until the cause is resolved to the City's satisfaction. The SWO shall also suspend the right of the permittee, applicant, owner, contractor, developer or any related entity to build or construct any structure or public improvement on any portion of the site. The Director of Public Services and the Planning and Development Services Director, upon the issuance of a SWO, are authorized to suspend the issuance of building permits and occupancy permits for structures on any portion of the site, and to suspend all inspections and plan review

related to any work on the site, until such time as the cause is resolved to the City's satisfaction. SWO's shall specifically state the provisions of this Article being violated. Any person, who shall continue any work in or about the site after a SWO has been posted, except such work related to remediation of the violation, shall be subject to penalties specified in this UDC. The Director shall give the developer ten (10) days' written notice of an order under this subsection, with copies to all known sureties, as appropriate, who have outstanding obligations for any undeveloped portion of the subdivision, and shall record an affidavit of such notice with the Recorder of Deeds. If, within the ten (10) day period after notice is given, the Director is not convinced by compelling evidence that completion of the improvements is adequately assured and maintenance of streets assured as provided herein, the Director shall order construction suspended on the undeveloped portion of the subdivision. The order shall be served upon the developer, with a copy to the issuer/holder of the surety as appropriate, and a copy recorded with the Recorder of Deeds. Public notice of said order shall be conspicuously and prominently posted by the Director at the subdivision. The notice shall contain the following minimum language, which may be supplemented at the discretion of the Director:

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

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

2. Suspend the rights of the developer, or any related entity, to construct structures in any development platted after the effective date of such suspension throughout the City of Chesterfield. The Director shall give the developer ten (10) days' written notice of an order under this clause, with a copy to sureties known to the Director to have obligations outstanding on behalf of the developer or related entities and shall record an affidavit of such notice with the Recorder of Deeds. If, within the ten (10) day period after notice is given, the Director is not convinced by compelling evidence

that completion of the improvements is adequately assured and maintenance of streets assured as provided herein, the Director shall order construction suspended. The order shall be served upon the developer, with a copy to the surety as appropriate, and a copy recorded with the Recorder of Deeds. The Director of Public Services (the Director) and the Planning and Development Services Director shall not thereafter authorize construction to take place contrary to the Director's order. The suspension shall be rescinded only when the Director is convinced that completion of the improvements is adequately assured and public street maintenance is assured.

I. Suspension of Development Rights.

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

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

J. Additional Remedies.

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

K. Related Entities.

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

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

BILL NO. 3124

ORDINANCE NO. _____

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

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

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

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

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

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

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

Passed and approved this _____ day of _____, 2016.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 11/21/2016

Underground Electric Easement (MO Corporation)

REMS INFORMATION

Agreement ID: UEC-201606-0589
Project ID: 3723

EASEMENT
(Underground Electric)

14730 Conway Road
Chesterfield
Ellisville District

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

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

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

Parcel ID No. 19R530232

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

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

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

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

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

CITY OF CHESTERFIELD

By: _____
Name: _____
Title: _____

STATE OF MISSOURI
COUNTY OF _____ } SS

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

My Commission expires _____.

Notary Public

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

EXHIBIT "A"

CONWAY (40'W PUBLIC) ROAD

City of Chesterfield
BOOK 22032 - PAGE 2885

1/2 AC
60 ST. LOUIS DEVELOPMENT LLC
601 15000 N.W. 15
ADDRESS: 6015 CONWAY ROAD
MO 63012

PARKING GARAGE
TWO LEVEL
LOWER LEVEL PARKING-350
UPPER LEVEL PARKING-350
TOTAL GARAGE PARKING-700
112' x 282' 6"

PROPOSED
MULTI-STORY
GARAGE

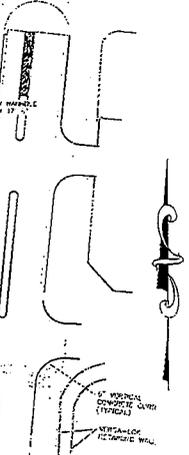
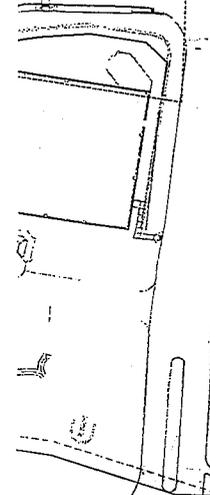
FUTURE PHASE
65,800 SF

PHASE I
PROPOSED
MULTI-STORY
BUILDING
149,669 SF

PHASE I
PARKING EXPANSION
FUTURE PHASE
MULTI-STORY
BUILDING
100,161 SF

FF 315'

FF 600'



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

NORTH OUTER 40 ROAD

WEBERLAKE (60'W PRIVATE) MANOR PARKWAY

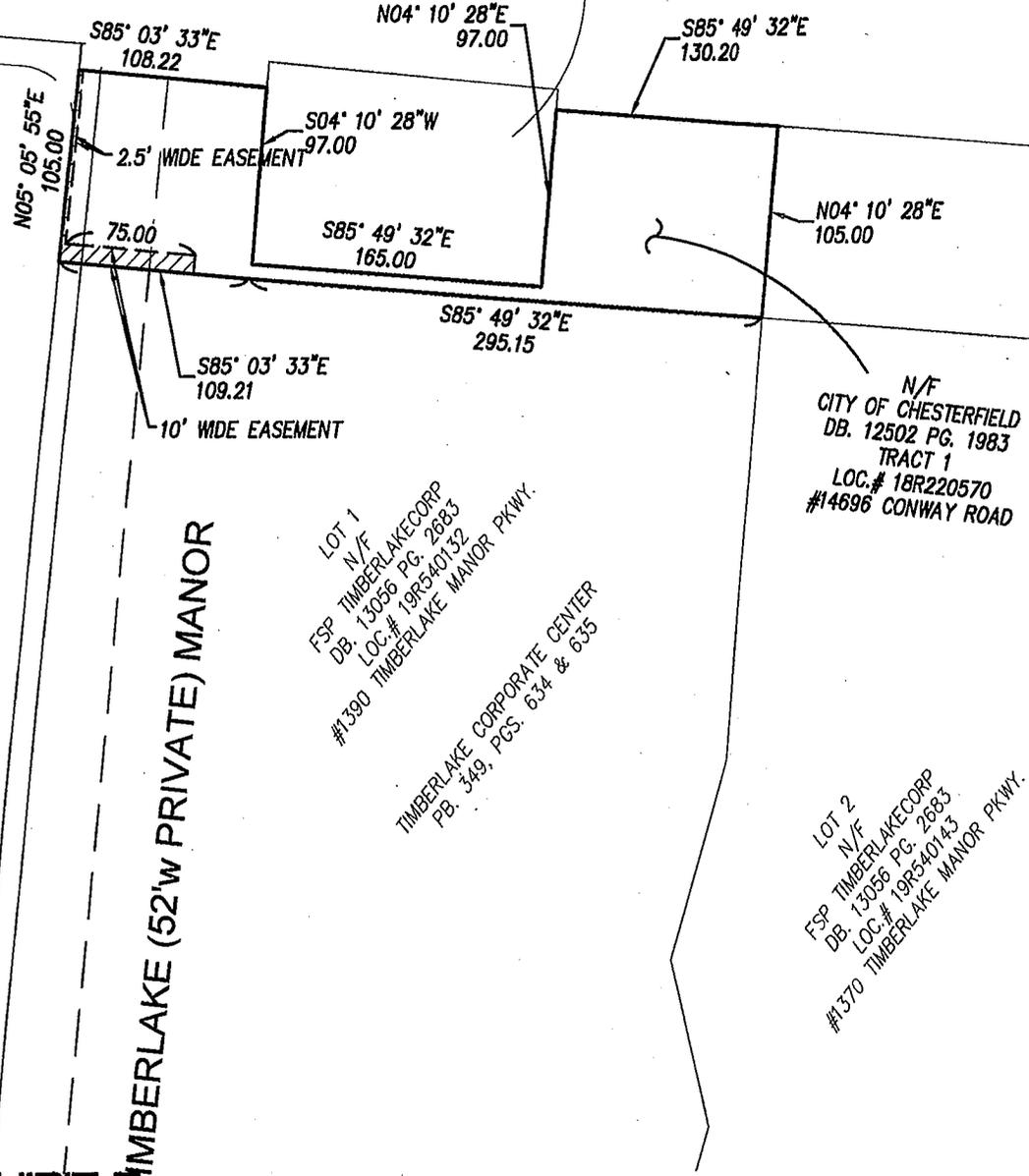
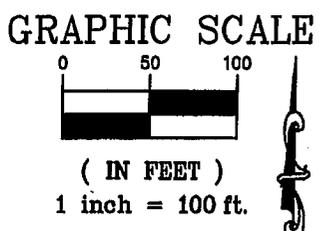
EASEMENT FOR WATER PIPE

KNOW ALL MEN BY THESE PRESENTS, on this ___ day of _____, 2016, that the undersigned **City of Chesterfield**, a municipal corporation, ("Grantor"), owner of a tract of land in the Tract 1, Locator Number 18R220570, 14696 Conway Road, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the **Missouri-American Water Company**, a Missouri corporation with offices located at **727 Craig Road, St. Louis, Missouri, 63141**, ("Grantee"), the receipt of which is hereby acknowledged, and for other good and valuable considerations does by these presents grant, sell, convey, and confirm, unto the Missouri-American Water Company, its successors and assigns, the non-exclusive right and easement to lay, repair, replace, and forever maintain its underground water pipes and its accessory hydrants, valves and appurtenant facilities in an easement on the strip or strips of ground described as shown hachured ///// on the attached "**Water Line Easement**," made a part hereof (the "**Easement Area**"), together with the right to use commercially reasonable additional space adjacent to the above described easement as may be required during any period of construction and maintenance, including the ability and right of ingress and egress, but only over adjacent space not more than ten feet in width contiguous to the Easement Area and only over adjacent space as may be owned by Grantor.

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

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

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



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

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

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

TIMBERLAKE (52'w PRIVATE) MANOR

EXHIBIT T

WATER LINE EASEMENT

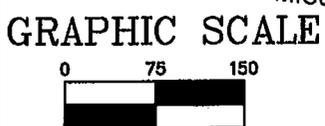
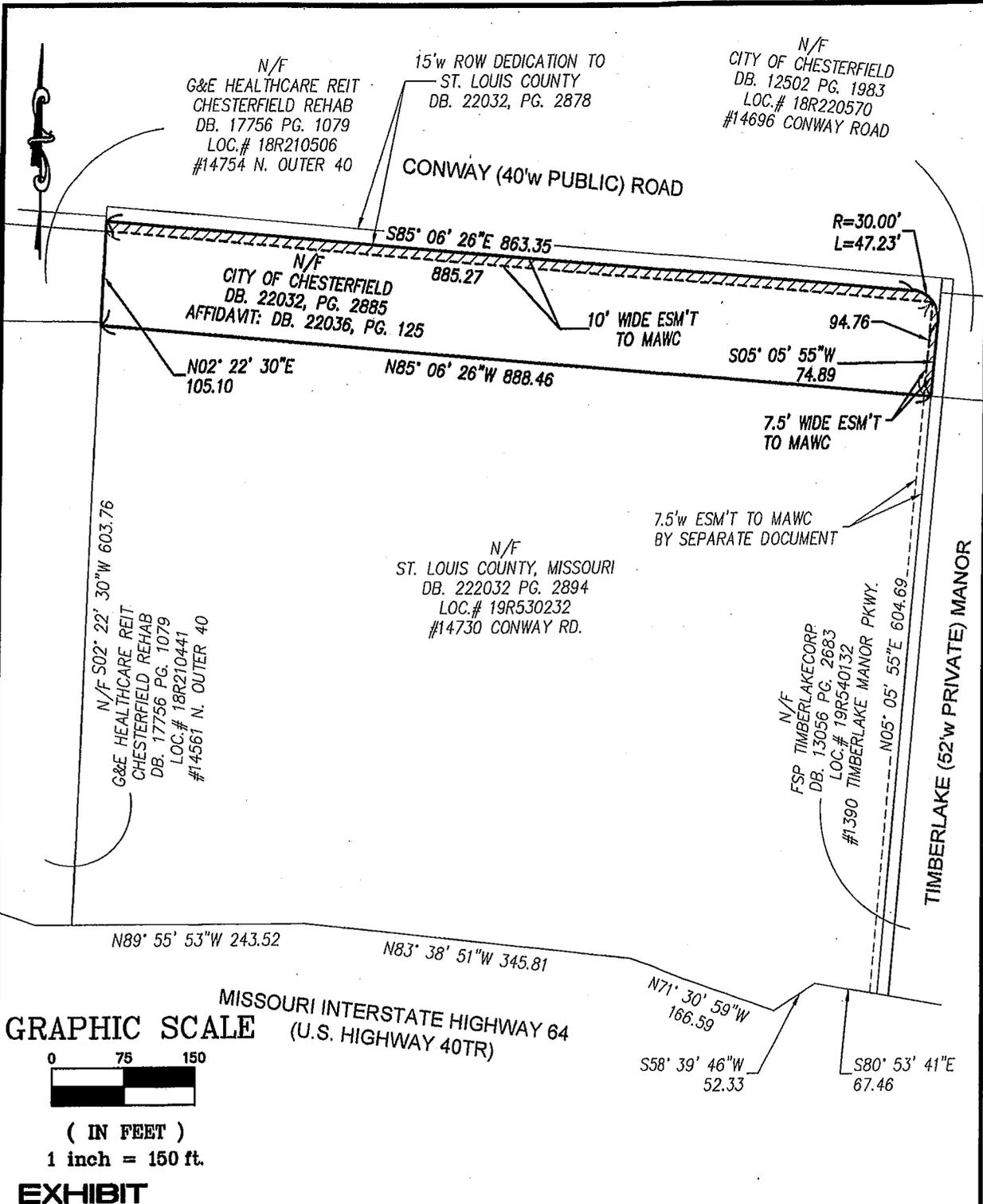
A TRACT OF LAND BEING PART OF LOT 2 OF THE "SUBDIVISION OF LANDS OF SAM CONWAY IN PARTITION", IN U.S. SURVEY 366, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

EASEMENT FOR WATER PIPE

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

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

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



EXHIBIT

WATER LINE EASMENT

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

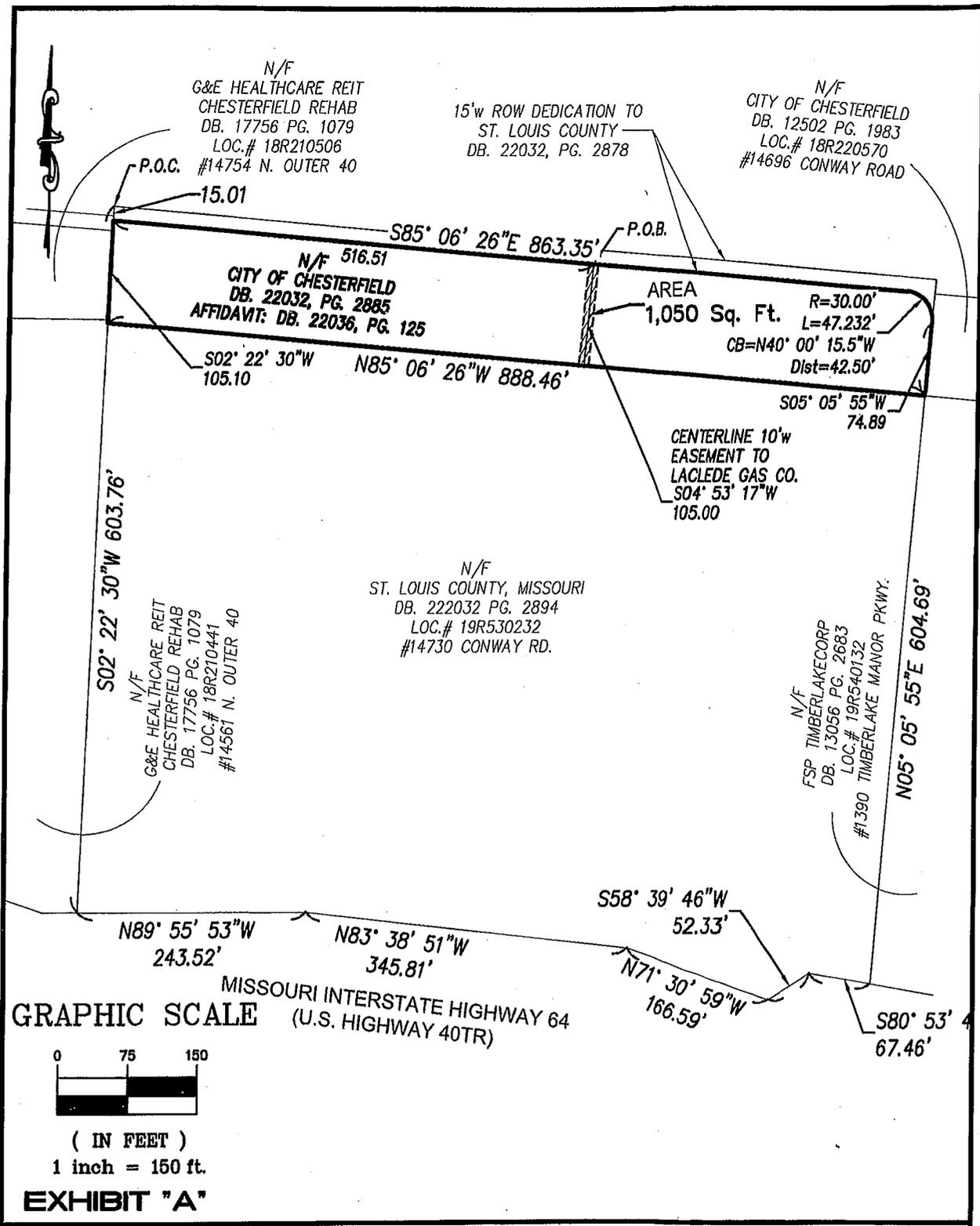
EASEMENTSt. Louis County, Missouri
_____, 2016

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

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

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

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



EASEMENT EXHIBIT

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

DATE 10/13/16

5370\SURVEY\EXHIBITS\GAS-ESMNT.DWG

Gas line Easement Description

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

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

BILL NO. 3125

ORDINANCE NO. _____

AN ORDINANCE RESTRICTING COMPRESSION RELEASE BRAKING SYSTEMS

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

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

Passed and approved this _____ day of _____, 2016

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 11/21/2016

AN ORDINANCE ADOPTING A BARGAINING FRAMEWORK FOR THE CITY OF CHESTERFIELD, FOR COLLECTIVE BARGAINING WITH THE FRATERNAL ORDER OF POLICE

WHEREAS, in light of the Missouri Supreme Court’s rulings in *Independence National Education Association v. Independence School District*, 223 S.W.3d 131 (Mo. banc 2007); *American Federal of Teachers v. Ledbetter*, 387 S.W.3d 360 (Mo. banc 2012), and *Eastern Missouri Coalition of Police Fraternal Order of Police, Lodge 15 v. City of Chesterfield*, 386 S.W.3d 755 (Mo. banc 2012), the City of Chesterfield believes it is necessary to establish a framework for its police officers to engage in collective bargaining; and

WHEREAS, adopting and implementing procedures for a secret ballot election and conducting a secret ballot election in response to the submission of signed cards in a prospective bargaining unit is critical to ensure that eligible voters can select a bargaining representative without pressure or undue influence and to ensure the propriety of the union’s status as the exclusive bargaining representative;

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

SECTION 1

The City’s framework is as follows:

**Article I
Establishment of Appropriate Bargaining Unit**

1.1 The provisions of this Ordinance shall apply to all regular full-time, non-probationary personnel employed in the City’s Police Department.

1.2 Any labor organization attempting or desiring to represent covered individuals employed by the City shall submit a specific, written description of the bargaining unit sought, together with specific exclusions, to the City, via certified mail addressed to the City Administrator. The request by the labor organization shall also include a representation that the labor organization has obtained the necessary showing of interest required in Article 2.

1.3 Within 15 days of receipt of the proposed bargaining unit description, the City shall convene a three-person Personnel Committee that shall be responsible for representing the City in the collective bargaining process. The Personnel Committee shall consist of the City Administrator, the department head for the department that includes the sought-after bargaining unit, and the

City Attorney. In addition, the City may retain the services of a Special Counsel to aid and advise the Personnel Committee.

1.4 Within 30 days of receipt of the proposed bargaining unit, the Personnel Committee shall determine whether the proposed bargaining unit is appropriate and either (a) agree to the unit, (b) send the description back to the labor organization for further specificity, or (c) reject the unit as being inappropriate with specific, written reasons for the rejection.

1.5 In deciding whether the proposed bargaining unit is appropriate, the Personnel Committee shall determine whether the employees sought to be included in the proposed bargaining unit share a clear and identifiable community of interest. The Personnel Committee shall consider the following criteria:

- (a) Similarity in the kind of work performed;
- (b) Similarity in the qualifications, skills, and training of the employees;
- (c) Common supervision and determination of labor-relations policy;
- (d) Frequency of contact or interchange among the employees;
- (e) Geographical proximity among the employees;
- (f) Similarity in employment benefits, compensation or method of determining compensation, hours of work, and other terms and conditions of employment;
- (g) Continuity or integration of work processes;

Article 2 Showing of Interest

2.1 Any labor organization attempting or desiring to represent individuals employed by the City shall upon request present to the City's Finance Director authorization cards containing the signatures of at least fifty percent (50%) of the eligible employees in the proposed bargaining unit, indicating that they wish to be represented by the labor organization in question as their exclusive bargaining representative for the purpose of collective bargaining.

2.2 The adequacy of the showing of interest shall be determined administratively by the Finance Director. The showing of interest determination is not subject to review or litigation. Any person who has evidence that the showing of interest was obtained improperly, such as through fraud or coercion, may bring the evidence to the attention of the Finance Director.

2.3 The Finance Director shall keep the identity of the individuals in the proposed bargaining unit who have signed authorization cards in support of the

union strictly confidential, and may not disclose that information to the affected department head, the City Administrator, or any other official of the City.

2.4 The Finance Director shall issue a written report immediately following the Finance Director's determination of the adequacy of the labor organization's showing of interest. The report shall only indicate whether the labor organization has, or has not, provided the necessary showing of interest.

Article 3 Election Procedure

3.1 As soon as administratively feasible after the later of the date the Personnel Committee determines the proposed bargaining unit is appropriate pursuant to Article 1 (including any appeal of that determination as provided in Article 4), or the date the Finance Director determines the labor organization has provided a sufficient showing of interest pursuant to Article 2, the Personnel Committee shall order that an election be conducted to determine whether a majority of employees in the proposed bargaining unit desire exclusive representation by the petitioning labor organization. The election shall be by secret ballot and shall be conducted at City Hall not later than forty-five (45) days but not earlier than thirty (30) days following the later of the final determination of the appropriateness of the unit or the adequacy of the labor organization's showing of interest; provided, however, that the Personnel Committee and the petitioning labor organization may mutually agree to any other date for the secret ballot election.

3.2 Once an election date has been set, the City Administrator shall issue a notice informing all eligible voters of the date, time, and place of the election. Such notice shall be distributed to all eligible employees and shall be posted within the affected department.

3.3 No employee of the City and no representative of the labor organization shall attempt to threaten, intimidate, coerce, or otherwise restrain any eligible voter in the free exercise of his or her individual choice to support or oppose the selection of the labor organization in question as the exclusive bargaining representative of the employees in the proposed bargaining unit.

3.4 The ballot shall read "Do you wish to select [labor organization] as the Exclusive Bargaining Representative for [description of bargaining unit] employed within the City of Chesterfield?" The ballot will include check boxes for marking "yes" or "no" in response to this question.

3.5 No labor organization will be recognized as representing any employee by any means other than as prescribed in Articles 1 through 4 of this Ordinance.

3.6 The City shall retain the services of an independent, neutral party to serve as an Election Official to oversee the conduct of the election. The

Election Official shall ensure the eligible employees are provided adequate means by which each employee may exercise their right to vote by secret ballot during the election. Each employee must cast his or her ballot in person at the time of the election; there shall be no absentee voting or mail ballot voting unless the City and the petitioning labor organization mutually agree to an alternative voting procedure. The City and the petitioning labor organization shall have the right to have one observer each to oversee the balloting procedure; the City's representative may not be a supervisory official from among the department involved in the election.

3.7 Immediately following the conduct of the secret ballot election, the Election Official shall open each ballot and count the number of ballots in favor of representation by the petitioning labor organization. The City and the petitioning labor organization shall have the right to have representatives present when the ballots are unsealed and counted. Immediately following the ballot count, the Election Official shall issue a report indicating how many ballots were cast in favor of representation by the labor organization and shall certify the results of the election pursuant to the provisions of Section 3.8.

3.8 No labor organization shall be authorized as the exclusive bargaining representative of an appropriate bargaining unit unless a majority of those employees eligible to vote in the proposed bargaining unit cast ballots in favor of representation by the petitioning labor organization.

3.9 No labor organization may seek to represent any bargaining unit (or portion of any bargaining unit) by secret ballot election more than once in any consecutive, twelve (12) month period.

3.10 Managerial personnel are not covered by this Ordinance, and may not be included within any proposed bargaining unit within the City. Managerial personnel include but are not limited to any officials of the Police Department holding the rank of Lieutenant, Captain, Assistant Chief of Police and Chief of Police. Confidential employees shall not be included within the same bargaining unit as non-supervisory employees within the Police Department.

Article 4 Hearing Procedure

4.1 In the event the petitioning labor organization disputes the Personnel Committee's determination regarding the appropriateness of the unit, the petitioning labor organization must file written objections with the City Administrator, via certified mail, within seven (7) days of the Personnel Committee's written decision. For this purpose, the date of mailing of the written objections shall constitute the date of the filing of objections. Failure to appeal the Personnel Committee's determination within this time period shall constitute a waiver of any objections to the Personnel Committee's determination, which shall become final and binding.

4.2 Any appeal under this Article shall be heard and adjudicated by the City Council. The City Council may, in its sole discretion, delegate its responsibility to adjudicate any unit appropriateness issues to a committee of its members designated for this purpose.

4.3 The City Council (or appointed committee) shall elect a hearing officer from among its members to moderate and preside over the hearing. The hearing officer shall determine the admissibility of any disputed evidence and/or witness testimony. Formal rules of evidence shall not apply to the hearing but may be used as a guide by the hearing officer in making any determinations required by this section. Decisions of the hearing officer regarding the admissibility of evidence or witness testimony shall be final and binding, and not subject to review.

4.4 Each party shall have the right to present arguments, witnesses and supporting documentation at the hearing in support of its position(s). The petitioning labor organization shall have the burden of proof by a preponderance of the evidence that the Personnel Committee's determination is erroneous. The City Council (or appointed committee) may allow each party to make opening statements. Thereafter, the petitioning labor organization shall present its case-in-chief, including its witnesses and evidence in support of its position. Each party shall have the right to cross examine witnesses called by the opposing party. The City shall be given the opportunity to rebut the petitioning labor organization's case-in-chief, including presenting its witnesses and any evidence in support of its position. Further rebuttal or surrebuttal shall be at the discretion of the City Council (or appointed committee). The City Council (or appointed committee) may allow each party to make closing statements and/or to file post-hearing briefs at its sole discretion. The hearing shall be transcribed by a court reporter, the cost of which shall be borne equally by the City and by the petitioning labor organization.

4.5 Within fourteen (14) days of the later of the conclusion of the hearing or the filing of post-hearing briefs, the City Council (or appointed committee) shall render a decision by majority vote on the disputed unit description issues, which shall be final and binding and not subject to review. The City Council (or appointed committee) shall appoint one of its members to prepare a written decision that reflects the majority view of the City Council (or appointed committee). The decision of the City Council (or appointed committee) shall be final and binding, and not subject to further appeal.

Article 5

Collective Bargaining

5.1 Any solicitation of City employees to consider joining a labor organization or a bargaining unit may not be conducted while such employee is on duty in his or her capacity as an employee of the City. Any meetings of City employees to discuss joining a bargaining unit, selecting an exclusive bargaining representative, or negotiating a labor contract with the City, shall be held by

employees while off duty. Any such solicitation or meetings are deemed a violation of this Ordinance, and disciplinary action may be considered for such a violation.

5.2 No labor organization may seek to represent any bargaining unit (or portion of any bargaining unit) by secret ballot election more than once in any consecutive, twelve (12) month period.

5.3 The City may not enter into any collective bargaining unit that requires employees in the bargaining unit to become members of the union or to pay union dues, fees or assessments as a condition of employment by the City. Each employee in the affected bargaining unit shall be free to join and/or to support, or to refuse to join and/or to support, any labor organization that is designated as the exclusive representative for a unit of City employees.

5.4 In the event a labor organization is certified as the exclusive bargaining representative of a unit of City employees, the Personnel Committee and the labor organization shall meet as soon as administratively feasible and commence negotiations for a collective bargaining agreement. Both sides shall bargain in good faith, and make an earnest effort to reach a mutually acceptable agreement, but neither side shall be required to offer any particular concession or to agree to any particular proposal.

5.5 If the parties reach a tentative agreement, the Personnel Committee shall present the tentative agreement to the City Council for approval or rejection. The Council may approve the entire agreement or any part(s) thereof. If the Council rejects any portion of the tentative agreement, the Council may return the rejected portion(s) of the agreement to the parties for further bargaining, or may adopt the agreement absent the rejected portion(s) of the agreement provided the rejected portion(s) of the agreement have been the subject of good faith negotiations between the parties. The decision of the City Council shall be final and binding, and not subject to review or appeal.

5.6 In the event the parties are unable to reach a tentative agreement, the Personnel Committee may present to the City Council the most recent contract offer made to the labor organization during contract negotiations. If the City Council determines that the Personnel Committee has engaged in good faith negotiations with the labor organization concerning the terms and provisions of the proposed contract, the City Council may enact part or all of the tendered contract offer. The decision of the City Council shall be final and binding, and not subject to review or appeal.

Article 6 Decertification

6.1 In the event a majority of the employees included within a designated bargaining unit determine they no longer wish to be represented by a recognized labor organization, they may revoke their designation of the labor

organization by tendering a signed and dated petition for revocation to the City Administrator. Upon receipt of such a petition, the Personnel Committee appointed pursuant to Article 2 shall investigate the veracity of the petition. If the Personnel Committee determines that the petition to revoke representation is authentic, it will so advise the City Council, which shall then revoke recognition of the labor organization.

**Article 7
Strikes**

7.1 In accordance with RSMo. § 105.530, strikes and other unlawful conduct by any employee, whether individually or in concert with others (including sympathy, unfair labor practice, or wildcat strikes), sit downs, slow downs, work stoppages, boycotts, any acts honoring a picket line, or any other acts that interfere with the city's operations are prohibited. Employees who violate this provision are subject to disciplinary action, up to and including termination of employment.

**Article 8
Severability**

8.1 If any term or provision of this Ordinance is found to be invalid or unenforceable, the remaining terms and provisions of this Ordinance shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 2.

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: _____

BILL NO. 3129

ORDINANCE NO. _____

**AN ORDINANCE APPOINTING CHRISTOPHER B. GRAVILLE AS
CITY ATTORNEY**

WHEREAS, Interim City Attorney Christopher B. Graville was appointed as the City's Interim City Attorney by Resolution 423 on April 20th, 2016 to serve at the pleasure of the Mayor and City Council until an attorney was named to represent the City; and

WHEREAS, The Mayor has nominated Christopher B. Graville as the City Attorney, pursuant to the power and authority vested in the Mayor to appoint positions granted to him pursuant to Section 77.330 R.S.Mo, and pursuant to Ordinance 6 and Section 77.370 R.S.Mo.; and

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

Section 1. Christopher B. Graville shall assume the position of City Attorney, to serve at the pleasure of the Mayor and City Council. Said appointment shall become effective as of December 6, 2016 and the initial term of appointment shall terminate not later than December 6, 2020.

Section 2. Terms and conditions of Mr. Graville's appointment are provided as the "Agreement" and are attached hereto as "Exhibit A".

Section 3. The Mayor is authorized to execute the Agreement.

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

PASSED AND APPROVED THIS 5th DAY OF DECEMBER, 2016

PRESIDING OFFICER

MAYOR - BOB NATION

ATTEST:

VICKIE HASS, CITY CLERK

First Reading Held: _____

EMPLOYMENT AGREEMENT

Christopher B. Graville and the Graville Law Firm, LLC proposes the following terms and conditions for legal services to the City of Chesterfield (the "City"), following the effective date of this Agreement. The following Agreement can be terminated at any time with written notice to either party:

I. RETAINER SERVICES

For the fee of \$3,000 per month, the following legal services shall be included in the retainer:

A. CITY ATTORNEY SERVICES:

1. Drafting and reviewing of ordinances and resolutions as may be required of the regular operation of the City government.
2. Render informal legal opinions (not requiring independent legal research) as may be required by the Mayor, City Council members, City Administrator, and other employees authorized to request such opinions.
3. Respond to citizen inquiries as directed by the Mayor and members of the City Council.
4. Promptly notify the Mayor and City Council of any and all litigation filed against the City, or any City Commission or Committees, or against any City Official or Employee sued in his or her official capacity or as an employee of the City, and shall thereafter consult with and advise the Mayor and City Council regarding the nature of such litigation, and shall advise the City Council and Mayor of the status of such litigation.
5. Attendance and representation at the two regularly scheduled City Council meetings, meetings of the Planning Commission and meetings of the Board of Adjustment.
6. Review of Electronic correspondence from elected officials and staff (not requiring independent legal research).
7. As directed by the City Administrator, provide review and informal opinions related to requests pursuant to 610.RSMo (the "Sunshine Law").

II. GENERAL SERVICES AND LITIGATION

Services required in addition to the services set forth above shall be considered "General Attorney Services" and "Litigation Services". These

services shall be rendered at a rate of one hundred and seventy-five dollars (\$175.00) per hour. Work performed by associated attorneys shall be billed at a rate of one hundred and twenty-five dollars (\$125.00) an hour and law students/paralegals shall be billed at a rate of fifty dollars (\$50.00) an hour. Unless and until special counsel is authorized and retained for any litigation, the City Attorney shall represent the City and its interests in such litigation.

III. OUT OF POCKET EXPENSES

In addition to the fees set forth above, Christopher B. Graville shall be reimbursed for direct out-of-pocket expenditures incurred in the rendering of such services as follows:

- A. Travel expenses including transportation, food and lodging while on City business away from the 21st Judicial Circuit and upon approval of such travel in advance by the appropriate City Official.
- B. Special courier or messenger services when required by the City.
- C. Photocopy or document reproduction costs when required by the City for use in legal proceedings and out-of-pocket litigation costs such as depositions and expert witness fees.

IV. OTHER SERVICES

It is estimated that this proposal will cover all required legal services. In the event there is a need for services not described, or specifically excluded, the fees for such services shall be reviewed with the City prior to such undertaking.

V. MISCELLANEOUS

- A. No general overhead costs incurred by The Graville Law Firm, LLC in rendering such services shall be billed to the City. Further, the City shall not provide any insurance or pension benefits for Christopher B. Graville.
- B. The Graville Law Firm, LLC shall carry and maintain a malpractice insurance policy of at least one million (\$1,000,000.00) covering services rendered to the City.
- C. The City expressly consents and authorizes Christopher B. Graville to include, on its website or any material of The Graville Law Firm, LLC, that the City is a client of Christopher B. Graville. After termination of this Agreement, Christopher B. Graville is authorized

to refer to the City as a former client of Christopher B. Graville during the years of services rendered.

Approved by Ordinance NO. _____ passed and approved on the 5th day of December 2016.

By _____
Christopher B. Graville

By _____
Mayor – Bob Nation

ATTEST: _____
City Clerk – Vickie Hass

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LEGISLATION – PLANNING COMMISSION

BILL NO.3126 – AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT WILMAS FARM PLAT 1, A 39.88 ACRE TRACT OF LAND ZONED “PUD” PLANNED UNIT DEVELOPMENT DISTRICT LOCATED ON THE SOUTH SIDE OF WILD HORSE CREEK ROAD WEST OF ITS INTERSECTION OF LONG ROAD AND EAST OF ITS INTERSECTION WITH ARBOR GROVE COURT. **(FIRST & SECOND READINGS; PLANNING COMMISSION RECOMMENDS APPROVAL)**

BILL NO.3127 – AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT WILAMS FARM PLAT 2, A 10.64 ACRE TRACT OF LAND ZONED “PUD” PLANNED UNIT DEVELOPMENT DISTRICT LOCATED ON THE SOUTH SIDE OF WILD HORSE CREEK ROAD WEST OF ITS INTERSECTION OF LONG ROAD AND EAST OF ITS INTERSECTION WITH ARBOR GROVE COURT. **(FIRST & SECOND READINGS; PLANNING COMMISSION RECOMMENDS APPROVAL)**

BILL NO. 3127

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT WILMAS FARM PLAT 2, A 10.64 ACRE TRACT OF LAND ZONED "PUD" PLANNED UNIT DEVELOPMENT DISTRICT LOCATED ON THE SOUTH SIDE OF WILD HORSE CREEK ROAD WEST OF ITS INTERSECTION OF LONG ROAD AND EAST OF ITS INTERSECTION WITH ARBOR GROVE COURT.

WHEREAS, The Sterling Company, on behalf of Wilmas Farm, LLC., has submitted for review and approval a Record Plat for the Arbors at Wilmas Farm Plat 2; and,

WHEREAS, the purpose of said Record Plat is to subdivide a 10.64 acre tract of land into sixteen (16) residential lots; and,

WHEREAS, the Planning Commission having reviewed the same and has recommended approval thereof; and,

WHEREAS, the Department of Public Services has reviewed the Record Plat in accordance with the Unified Development Code of the City of Chesterfield and has found it to be in compliance with all applicable ordinances and has forwarded said Record Plat to the City Council; and,

WHEREAS, the City Council of the City of Chesterfield having considered the request, voted to approve said Record Plat.

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

Section 1. The Record Plat for the Arbors at Wilmas Farm Plat 2, which is made part hereof and attached hereto as "Exhibit 1" and Escrow Agreements, is hereby approved; provided, however, that nothing in this ordinance shall be construed or interpreted as an acceptance of the public utilities or public easement which are dedicated on the Record Plat. The owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of the said Record Plat by affixing their signatures and the official seal of the City of Chesterfield as required on the said document.

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: 12/05/2016

OWNER'S CERTIFICATE:

WE, THE UNDERSIGNED, OWNERS OF A TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FORGOING SURVEYORS CERTIFICATION HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION SHALL HEREAFTER BE KNOWN AS "THE ARBORS AT WILMAS FARM PLAT TWO".

ALL EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR OTHER SPECIFIC PURPOSES, ARE HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI, MISSOURI AMERICAN WATER COMPANY, LACLEDE GAS COMPANY, UNION ELECTRIC COMPANY DISA AMEREN MISSOURI, SOUTHWESTERN BELL TELEPHONE COMPANY, L.P., D/B/A AT&T MISSOURI METROPOLITAN ST. LOUIS SEWER DISTRICT, THE RELEVANT CABLE TELEVISION COMPANY, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY ARISE FOR THE PURPOSE OF IMPROVING, CONSTRUCTING, REPLACING, MAINTAINING, AND REPAIRING PUBLIC UTILITIES, SEWER OR SEWERS, STORM WATER IMPROVEMENTS AND DRAINAGE FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID UTILITIES, SEWER OR SEWERS, STORM WATER IMPROVEMENTS AND DRAINAGE FACILITIES.

PERMANENT SIGHT DISTANCE EASEMENTS LABELED AS "SIGHT DISTANCE EASEMENT" ON THIS PLAT ARE HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI, FOR PUBLIC USE FOREVER TO ENSURE AND PROTECT THE CLEAR AND UNOBSTRUCTED VIEW OF MOTORISTS ON AND ENTERING THE ADJACENT ROADWAY. NO PART OF SAID EASEMENT SHALL BE BUILT ON WITH ANY STRUCTURE (INCLUDING SIGNS, FENCES OR POLES) OR PLANTING (INCLUDING ANY TREES, SHRUBS, ORNAMENTAL GRASS, OR WEEDS) IN ANY MANNER WHATSOEVER, NOR SHALL THE GRADE OF THE LAND WITHIN THE EASEMENT BE CHANGED, UNLESS EXPRESSLY APPROVED BY THE CITY OF CHESTERFIELD. ANY STRUCTURE OR PLANTING APPROVED BY THE CITY OF CHESTERFIELD SHALL BE MAINTAINED TO PROVIDE SIGHT DISTANCE. ANY STRUCTURES, PLANTS OR GRASS WHICH IS NOT APPROVED BY THE CITY OF CHESTERFIELD, OR WHICH IS NOT MAINTAINED, SHALL BE REMOVED OR CORRECTED.

THE BUFFER/PRESERVATION AREAS, AS SHOWN HEREON, ARE ESTABLISHED AS PROTECTED AREAS FOR VEGETATIVE LANDSCAPING ONLY. STRUCTURES OF ANY SIZE, WHETHER TEMPORARY OR PERMANENT, ARE NOT PERMITTED WITHIN BUFFER/PRESERVATION AREAS. LANDSCAPING AS APPROVED BY THE CITY OF CHESTERFIELD DURING SITE PLAN REVIEW IS REQUIRED TO BE MAINTAINED AND PRESERVED INDEFINITELY BY THE ARBORS AT WILMAS FARM HOMEOWNERS ASSOCIATION.

THE COMMON GROUND SHOWN ON THIS PLAT HAS BEEN CONVEYED FOREVER TO THE ARBORS AT WILMAS FARM HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, BY GENERAL WARRANTY DEED RECORDED THE _____ DAY OF _____ 2016 AS DAILY NO. _____ IN THE ST. LOUIS COUNTY RECORDS.

THE ARBORS AT WILMAS FARM HOMEOWNERS ASSOCIATION MAY ERECT SUBDIVISION SIGN/MONUMENTS AND LANDSCAPING WITHIN THE COMMON GROUND AREAS) AS SHOWN ON THIS PLAT LABELED AS "ENTRANCE MONUMENT AREA", WHICH SHALL BECOME THE MAINTENANCE RESPONSIBILITY OF THE ARBORS AT WILMAS FARM HOMEOWNERS ASSOCIATION, AND ITS SUCCESSORS AND ASSIGNS.

THIS SUBDIVISION IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN THE ARBORS AT WILMAS FARM DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FILED ON THE _____ DAY OF _____ 2016 AS DAILY NO. _____ IN THE ST. LOUIS COUNTY RECORDS.

BUILDING LINES AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED.

IT IS HEREBY CERTIFIED THAT ALL EXISTING EASEMENTS ARE SHOWN OR NOTED ON THIS PLAT AS OF THE TIME AND DATE OF RECORDING OF THIS PLAT.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND THIS _____ DAY OF _____ 2016.

WILMAS FARM, LLC
JHB PROPERTIES, INC. (MEMBER)

BY: JOHN H. BERRA, JR.
PRESIDENT

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

ON THIS _____ DAY OF _____ 2016, BEFORE ME PERSONALLY APPEARED _____ TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE _____ OF WILMAS FARM, LLC, A MISSOURI LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND SAID _____ ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

IN TESTIMONY WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

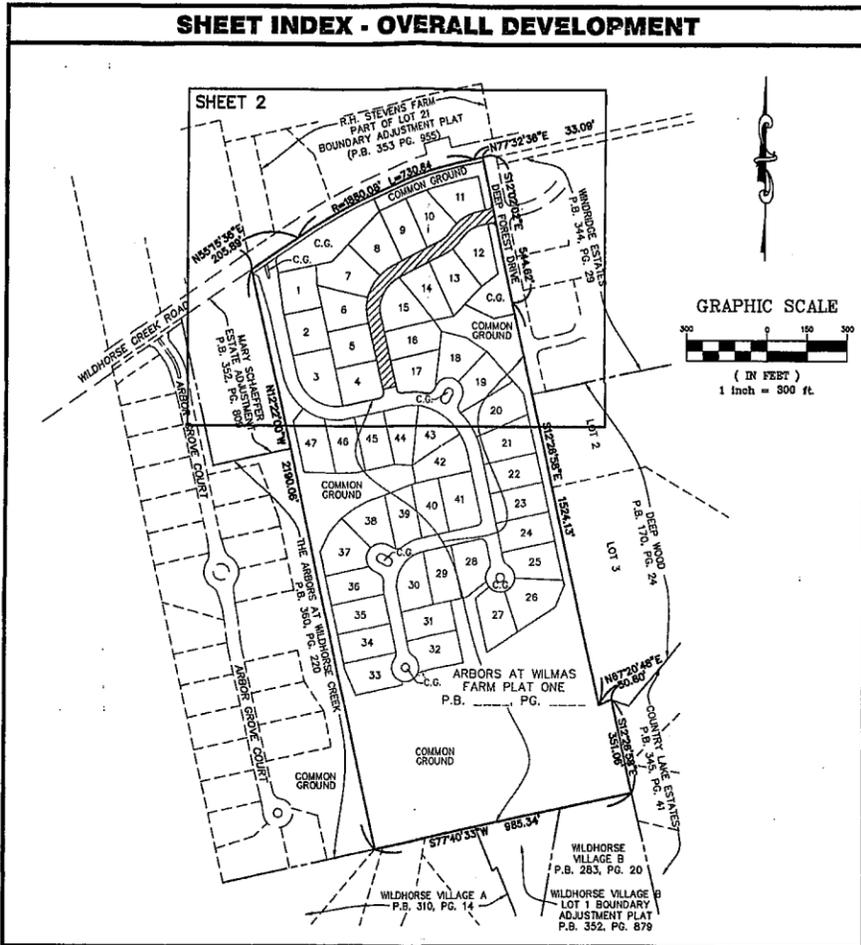
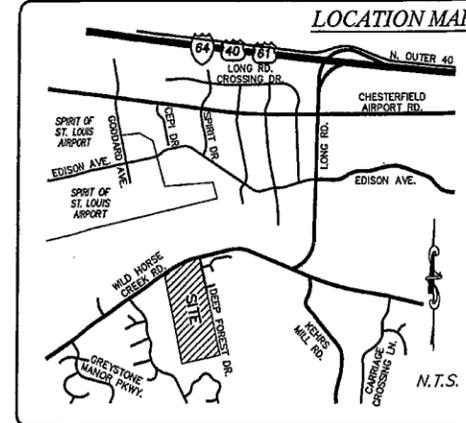
CITY OF CHESTERFIELD

THIS IS TO CERTIFY THAT THE ARBORS AT WILMAS FARM PLAT TWO WAS APPROVED BY THE CITY COUNCIL FOR THE CITY OF CHESTERFIELD BY ORDINANCE NO. _____ ON THE _____ DAY OF _____ 2016 AND THEREBY AUTHORIZES THE RECORDING OF THIS RECORD PLAT WITH THE OFFICE OF THE ST. LOUIS COUNTY RECORDER OF DEEDS.

BOB NATION, MAYOR
VICKIE HASS, CITY CLERK

THE ARBORS AT WILMAS FARM PLAT TWO

A TRACT OF LAND BEING PART OF LOT 21 OF R.H. STEVENS FARM
RECORDED IN PLAT BOOK 7 PAGE 37 OF THE ST. LOUIS CITY (FORMER COUNTY) RECORDS,
LOCATED IN U.S. SURVEYS 122, 150, 102 AND 419, TOWNSHIP 45 NORTH, RANGE 3 EAST,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI
("PUD" PLANNED UNIT DEVELOPMENT (ORDINANCE 2869))



- LEGEND: PERMANENT MONUMENT, EASEMENT, COMMON GROUND, FOUND, PAVEMENT, BUILDING, ADDRESS, FOUND CROSS, FOUND ANCHOR, BENCHMARK.

GENERAL NOTES:

- 1. THE PROFESSIONAL WHOSE ORIGINAL SIGNATURE AND PERSONAL SEAL APPEARS ON THIS DRAWING, ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS DRAWING AND DISCLAIMS (PURSUANT TO SECTION 327.41 RSMO.) ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY SAID PROFESSIONAL RELATING TO, OR INTENDED TO BE USED FOR, ANY PART OR PARTS OF THE PROJECT TO WHICH THIS DRAWING REFERS.

- ITEMS 1-6: GENERAL EXCEPTIONS OR INTENTIONALLY DELETED WITH NO COMMENT BY SURVEYOR.
- ITEM 7: PROPERTY LINES ESTABLISHED BY PLAT OF R.H. STEVENS FARM RECORDED IN PLAT BOOK 7 PAGE 37 OF THE RECORDS OF THE CITY OF ST. LOUIS. AFFECTS THE SUBJECT PROPERTY. NOT SHOWN - NO SURVEY-RELATED PROVISIONS ARE LISTED ON THE PLAT.

PROPERTY DESCRIPTION (OVERALL DEVELOPMENT):

A TRACT OF LAND BEING PART OF LOT 21 OF R.H. STEVENS FARM RECORDED IN PLAT BOOK 7 PAGE 37 OF THE ST. LOUIS CITY (FORMER COUNTY) RECORDS, LOCATED IN U.S. SURVEYS 122, 150, 102 AND 419, TOWNSHIP 45 NORTH, RANGE 3 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE FOUND FOR THE NORTHEAST CORNER OF LOT 2 MARY SCHAEFFER ESTATE ADJUSTMENT AS RECORDED IN PLAT BOOK 352 PAGE 809 OF THE ABOVE MENTIONED RECORDERS OFFICE, ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF WILDHORSE CREEK (60W) ROAD, THENCE ALONG THE SOUTH LINE OF SAID WILDHORSE CREEK ROAD THE FOLLOWING COURSES AND DISTANCES: NORTH 85°18'58" EAST, 208.89 FEET; ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 1800.88 FEET, AN ARC LENGTH OF 700.84 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 62°23'45" EAST, 728.25 FEET; NORTH 77°23'36" EAST, 33.00 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WILDHORSE CREEK ROAD AND THE WEST RIGHT OF WAY LINE OF DEEP FOREST (60W) DRIVE; THENCE ALONG THE WEST RIGHT OF WAY LINE OF SAID DEEP FOREST DRIVE, SOUTH 12°02'02" EAST, 844.82 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE AND THE WEST LINE OF LOTS 2 AND 3 OF DEEP WOOD AS RECORDED IN PLAT BOOK 1010 PAGE 24 OF THE ABOVE MENTIONED RECORDERS OFFICE, SOUTH 12°29'58" EAST, 1524.18 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3, THENCE ALONG THE SOUTH LINE OF SAID LOT 3, NORTH 67°20'48" EAST, 50.80 FEET TO THE NORTHWEST CORNER OF COMMON GROUND OF COUNTRY LAKE ESTATES AS RECORDED IN PLAT BOOK 345 PAGE 41 OF THE ABOVE MENTIONED RECORDERS OFFICE; THENCE ALONG THE WEST LINE OF SAID COMMON GROUND AND THE WEST LINE OF LOT 37, SOUTH 12°29'58" EAST, 351.06 FEET TO AN OLD STONE FOUND FOR THE SOUTHWEST CORNER OF U.S. SURVEY 150 ALSO BEING THE NORTHEAST CORNER OF COMMON GROUND OF WILDHORSE VILLAGE B LOT 1 BOUNDARY ADJUSTMENT PLAT AS RECORDED IN PLAT BOOK 352 PAGE 879 OF THE ABOVE MENTIONED RECORDERS OFFICE; THENCE ALONG THE NORTH LINE OF SAID COMMON GROUND, AND THE NORTH LINE OF ADJUSTED LOT 1 AND THE NORTH LINE OF LOT 863, COMMON GROUND AND LOT 34 OF WILDHORSE VILLAGE A AS RECORDED IN PLAT BOOK 310 PAGE 14 OF THE ABOVE MENTIONED RECORDERS OFFICE, SOUTH 77°40'35" WEST, 865.34 FEET TO AN IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF COMMON GROUND OF THE ARBORS AT WILDHORSE CREEK AS RECORDED IN PLAT BOOK 369 PAGE 220 OF THE ABOVE MENTIONED RECORDERS OFFICE; THENCE ALONG THE EAST LINE OF SAID COMMON GROUND AND THE EAST LINE OF SAID COMMON GROUND AND THE EAST LINE OF SAID MARY SCHAEFFER ESTATE ADJUSTMENT, NORTH 12°22'00" WEST, 2190.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,200,997 SQUARE FEET (60,527.9 ACRES), MORE OR LESS, ACCORDING TO A SURVEY BY THE STERLING COMPANY DURING THE MONTH OF OCTOBER, 2013 UNDER ORDER NUMBER 13-08-95.

PROPERTY DESCRIPTION (PLAT TWO):

A TRACT OF LAND BEING PART OF LOT 21 OF R.H. STEVENS FARM RECORDED IN PLAT BOOK 7 PAGE 37 OF THE ST. LOUIS CITY (FORMER COUNTY) RECORDS, LOCATED IN U.S. SURVEYS 122, 150, 102 AND 419, TOWNSHIP 45 NORTH, RANGE 3 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIPE FOUND FOR THE NORTHEAST CORNER OF LOT 2 MARY SCHAEFFER ESTATE ADJUSTMENT AS RECORDED IN PLAT BOOK 352 PAGE 809 OF THE ABOVE MENTIONED RECORDERS OFFICE, ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF WILDHORSE CREEK (60W) ROAD, THENCE ALONG THE EASTERN LINE OF SAID LOT 2, AND LEAVING THE SAID SOUTH RIGHT OF WAY LINE, SOUTH 12°22'00" EAST, 18.22 FEET TO A POINT; THENCE LEAVING SAID EASTERN LINE AND PROCEEDING ALONG A LINE 15 SOUTH OF AND PARALLEL TO THE SOUTHERN RIGHT OF WAY OF WILDHORSE CREEK ROAD (60 FEET WIDE), NORTH 85°18'58" EAST, 212.98 FEET TO A POINT OF CURVATURE; THENCE CONTINUING PARALLEL TO SAID SOUTH RIGHT OF WAY, ALONG AN ARC TO THE RIGHT WITH A RADIUS OF 1865.08 FEET, AN ARC LENGTH OF 313.13 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 60°04'11" EAST, 312.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING PARALLEL, AFOREMENTIONED SOUTH RIGHT OF WAY ALONG AN ARC TO THE RIGHT WITH A RADIUS OF 1865.08 FEET, AN ARC LENGTH OF 411.48 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 77°23'36" EAST, 411.04 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG A PARALLEL COURSE TO SAID SOUTHERN RIGHT OF WAY, NORTH 77°23'36" EAST, 32.98 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY OF DEEP FOREST DRIVE (50 FEET WIDE); THENCE ALONG SAID WESTERN RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES: SOUTH 12°02'02" EAST, 528.62 FEET TO A POINT; SOUTH 12°26'58" EAST, 43.88 FEET TO A POINT; THENCE LEAVING SAID WESTERN RIGHT OF WAY AND PROCEEDING THE FOLLOWING COURSES, DISTANCES, AND CURVES: SOUTH 77°30'00" WEST, 79.37 FEET TO A POINT; NORTH 89°04'14" WEST, 120.28 FEET TO A POINT; SOUTH 12°49'15" WEST, 61.33 FEET TO A POINT; SOUTH 77°38'00" WEST, 78.82 FEET TO A POINT; SOUTH 36°58'54" EAST, 61.06 FEET TO A POINT; SOUTH 06°08'28" WEST, 208.11 FEET TO A POINT; SOUTH 27°43'58" WEST, 829 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC TO THE RIGHT WITH A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 38.91 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 64°38'00" WEST, 38.00 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC TO THE LEFT WITH A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 96.65 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 88°48'14" WEST, 66.34 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC TO THE RIGHT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 30.27 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89°43'29" WEST, 27.46 FEET TO A POINT OF TANGENCY; THENCE NORTH 12°22'00" WEST, 8.98 FEET TO A POINT; SOUTH 19°24'50" WEST, 50.00 FEET TO A POINT; SOUTH 12°22'00" EAST, 10.19 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC TO THE RIGHT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.42 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 32°38'00" WEST, 28.28 FEET TO A POINT OF TANGENCY; THENCE SOUTH 77°38'00" WEST, 136.00 FEET TO A POINT OF CURVATURE; THENCE ALONG AN ARC TO THE RIGHT WITH A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 7.70 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 79°06'12" WEST, 7.14 FEET TO A POINT; THENCE ALONG A NON-RADIAL LINE, NORTH 11°45'02" WEST, 140.90 FEET TO A POINT; NORTH 12°28'00" WEST, 80.74 FEET TO A POINT, SOUTH 77°38'00" WEST, 143.48 FEET TO A POINT; NORTH 12°22'00" WEST, 168.19 FEET TO A POINT; NORTH 60°07'17" WEST, 162.21 FEET TO A POINT; NORTH 77°58'00" WEST, 253.77 FEET TO A POINT; NORTH 43°28'00" EAST 254.87 FEET TO A POINT; NORTH 28°07'14" WEST, 80.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 463,602 SQUARE FEET (10,642.8 ACRES), MORE OR LESS, ACCORDING TO A SURVEY BY THE STERLING COMPANY

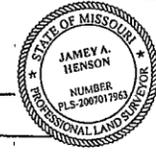
SURVEYOR'S CERTIFICATE:

ORDER NUMBER: 15-03-091
THE STERLING COMPANY
5055 NEW BAUMGARTNER ROAD,
ST. LOUIS, MO 63129 (314) 497-0440

THIS IS TO CERTIFY THAT WE HAVE, BY ORDER OF WILMAS FARM, LLC AND CLAYMONT DEVELOPMENT, LLC, DURING THE MONTH OF OCTOBER 2016 PERFORMED A BOUNDARY SURVEY OF A TRACT OF LAND BEING PART OF LOT 21 OF R.H. STEVENS FARM RECORDED IN PLAT BOOK 7 PAGE 37 OF THE ST. LOUIS CITY (FORMER COUNTY) RECORDS, LOCATED IN U.S. SURVEYS 122, 150, 102 AND 419, TOWNSHIP 45 NORTH, RANGE 3 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AND BASED UPON SAID SURVEY HAVE SUBDIVIDED IN THE MANNER SHOWN HEREON, THIS PLAT AND THE SURVEY ON WHICH IT IS BASED MEETS OR EXCEEDS THE "MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEY" AS AN "URBAN" CLASS PROPERTY IN EFFECT AT THE DATE OF THIS PLAT.

IN WITNESS WHEREOF, IT HAS SIGNED AND SEALED THE FOREGOING THIS 31st DAY OF OCTOBER 2016.

THE STERLING COMPANY
MO REG. 307-D



JAMES A. HENSON, PLS
MO REG. L.S. #2007017963

BENCHMARK INFORMATION:

COUNTY BENCHMARK: 11-1 ELEVATION = 541.50' (NAVD 88)
"STANDARD TABLE" STAMPED 96-73 B.L.C. SET IN WEST END OF NORTH HEADWALL OF SMALL DRAIN CROSSING UNDER WILD HORSE CREEK ROAD; 0.4 MILE EAST OF THE CHESTERFIELD SCHOOL, 75' EAST OF GRAVEL DRIVE AT #11531 WILD HORSE CREEK ROAD.
SITE BENCHMARK: ELEVATION = 542.81' (NAVD 88)
FOUND IRON PIPE WITH CAP FOUND AT THE NORTHWEST CORNER OF THE SUBJECT TRACT.

STATEMENT OF STATE PLATE COORDINATE TIE:

STATE PLANE COORDINATES WERE DETERMINED ON MARCH 15, 2011 USING TRIMBLE REAL-TIME KINEMATIC GPS HARDWARE FROM THE PROJECT SITE TO A CONTINUOUSLY OPERATING REFERENCE STATION (CORS) WITH AN ID OF SR04 AND A PID OF D2212 HAVING PUBLISHED MISSOURI STATE PLANE (EAST ZONE) COORDINATE VALUES OF NORTH (Y) = 314214.384 METERS AND EAST (X) = 237449.330 METERS. WE REPRESENT HEREON THAT THESE STATE PLANE COORDINATES MEET THE ACCURACY STANDARDS OF THE "MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" (10 CSR 302 AND 20 CSR 2030-16, EFFECTIVE DATE AUGUST 28, 2006) AS AN "SUBURBAN PROPERTY" RELATIVE TO STATION SR04. IN ORDER TO PUT THIS PLAT ON THE MISSOURI STATE PLANE COORDINATE EAST ZONE (NAD-83) GRID NORTH, IT WOULD BE NECESSARY TO ROTATE THE PUBLISHED PLAT BEARINGS COUNTER-CLOCKWISE 00°22'11". THE PUBLISHED PLAT BEARING OF N17°38'46"W WOULD BE N17°43'37"W ROTATED TO GRID NORTH.

COMBINED GRID FACTOR = 0.999914928 (1 METER = 3.29083333 FEET)

PARTIAL RELEASE OF DEED OF TRUST:

WHEREAS, _____ BY A DEED OF TRUST DATED _____ 2018 AND RECORDED IN DEED BOOK _____ PAGE _____ OF THE ST. LOUIS COUNTY RECORDS, CONVEYED TO THE TRUSTEES THEREIN NAMED CERTAIN REAL ESTATE TO SECURE THE PAYMENT OF CERTAIN NOTE OR NOTES IN SAID DEED DESCRIBED AND SET FORTH; AND WHEREAS, SAID DEED OF TRUST AND NOTE OR NOTES HAS OR HAVE BEEN PARTIALLY PAID AND SATISFIED.

NOW THEREFORE, THE UNDERSIGNED, PRESENT HOLDER AND LEGAL OWNER OF SAID DEED OF TRUST AND NOTE OR NOTES, DOES HEREBY JOIN IN AND APPROVE IN EVERY DETAIL THIS PLAT AND DOES HEREBY RELEAS, RELEASE AND QUITCLAIM UNTO THE PRESENT OWNERS, PART OF THE REAL ESTATE IN SAID DEED OF TRUST DESCRIBED, TO WIT: ALL COMMON GROUND OR COMMON LAND SHOWN ON THIS PLAT AND ALL STREETS, PUBLIC OR PRIVATE, OR ROADWAY EASEMENTS ON THIS PLAT.

TO HAVE AND TO HOLD SAME, WITH ALL APPURTENANCES THERETO BELONGING FREE, CLEAR AND DISCHARGED FROM THE ENCUMBRANCE OF SAID DEED OF TRUST.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THESE PRESENTS THIS _____ DAY OF _____ 2016.

BY: _____

PRINT NAME AND TITLE

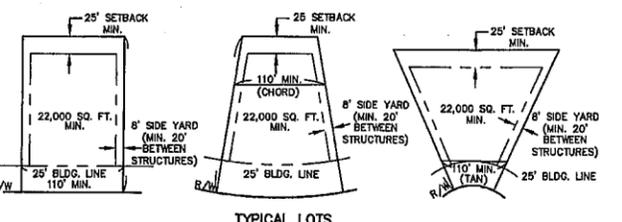
STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

ON THIS _____ DAY OF _____ 2016, BEFORE ME APPEARED _____ TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE/SHE IS THE _____ AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID ASSOCIATION AND SAID _____ ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID ASSOCIATION.

IN TESTIMONY WHEREOF, I HAVE HEREWIT SET MY HAND AND AFFIXED MY NOTARIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

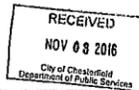
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC



THE STERLING CO. ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-487-0440 Fax 314-487-8944
www.sterling-eng-sur.com

| | | |
|-------------|-----------|------------------------------------|
| DRAWN BY: | GFS | MSD P# - 0030636-00 |
| CHECKED BY: | JAH | DATE: OCT. 31, 2016 |
| JOB NO.: | 15-03-091 | THE ARBORS AT WILMAS FARM PLAT TWO |

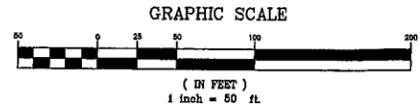


CITY OF CHESTERFIELD
EXHIBIT 1
SHEET 1 OF 2

THE ARBORS AT WILMAS FARM PLAT TWO

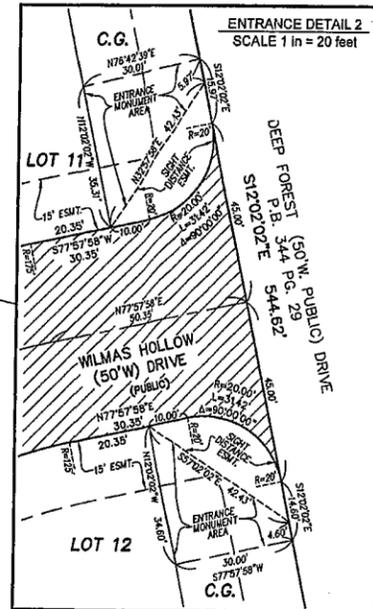
A TRACT OF LAND BEING PART OF LOT 21 OF R.H. STEVENS FARM
 RECORDED IN PLAT BOOK 7 PAGE 37 OF THE ST. LOUIS CITY (FORMER COUNTY) RECORDS,
 LOCATED IN U.S. SURVEYS 122, 150, 102 AND 419, TOWNSHIP 45 NORTH, RANGE 3 EAST,
 CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI
 ("PUD" PLANNED UNIT DEVELOPMENT (ORDINANCE 2869))

R.H. STEVENS FARM
 PART OF LOT 21
 BOUNDARY ADJUSTMENT PLAT
 (P.B. 353 PG. 955)



| CURVE # | LENGTH | RADIUS | CHORD BEARING | CHORD LENGTH |
|---------|--------|---------|---------------|--------------|
| C1 | 38.61' | 30.00' | S84°36'10"W | 38.00' |
| C2 | 96.85' | 270.00' | N85°48'14"W | 96.34' |
| C3 | 30.27' | 20.00' | N55°43'25"W | 27.48' |
| C4 | 31.42' | 20.00' | S32°38'00"W | 28.28' |
| C5 | 7.70' | 150.00' | S79°06'12"W | 7.70' |

| LINE # | LENGTH | BEARING |
|--------|--------|-------------|
| L1 | 9.59' | S27°43'58"W |
| L2 | 9.90' | N12°22'00"W |
| L3 | 50.00' | S78°24'50"W |
| L4 | 10.10' | S12°22'00"E |



| | NORTHING | EASTING |
|----|------------|------------|
| A | 313420.871 | 238592.256 |
| B | 313489.548 | 238729.545 |
| C | 313539.142 | 238948.397 |
| D | 313541.246 | 238858.225 |
| E | 313383.110 | 238880.871 |
| F | 313370.147 | 238893.645 |
| G | 313365.085 | 238969.891 |
| H | 313360.773 | 238836.865 |
| I | 313367.145 | 238824.073 |
| J | 313362.151 | 238800.574 |
| K | 313349.655 | 238808.859 |
| L | 313286.637 | 238802.668 |
| M | 313284.058 | 238801.290 |
| N | 313279.416 | 238791.349 |
| O | 313280.218 | 238761.989 |
| P | 313284.977 | 238755.113 |
| Q | 313287.927 | 238754.488 |
| R | 313284.863 | 238739.537 |
| S | 313281.951 | 238740.177 |
| T | 313274.722 | 238735.482 |
| U | 313266.488 | 238698.728 |
| V | 313268.058 | 238694.420 |
| W | 313308.146 | 238685.897 |
| X | 313332.207 | 238680.733 |
| Y | 313323.116 | 238637.955 |
| Z | 313372.662 | 238627.427 |
| AA | 313416.815 | 238621.417 |
| AB | 313429.724 | 238682.165 |
| AC | 313485.710 | 238735.925 |

- LEGEND**
- ▲ PERMANENT MONUMENT (IN ACCORDANCE WITH MINIMUM STANDARDS) (5/8" I ROD W/ ALUMINUM CAP)
 - SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MINIMUM STANDARDS) (1/2" I ROD W/ PLASTIC CAP)
 - C.G. COMMON GROUND
 - ESMT. EASEMENT
 - FND. FOUND
 - P.V.M.T. PAVEMENT
 - B.L.D.G. BUILDING
 - 6327 ADDRESS
 - + FOUND CROSS
 - ⊕ FOUND ANCHOR
 - ⊕ BENCHMARK

THE STERLING CO.
 ENGINEERS & SURVEYORS
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 Ph. 314-487-0440 Fax 314-487-8944
 www.sterling-eng-sur.com

| | | |
|-------------|-----------|------------------------------------|
| DRAWN BY: | GFS | MSD P# - 0030636-00 |
| CHECKED BY: | JAH | DATE: OCT. 31, 2016 |
| JOB NO.: | 15-03-091 | THE ARBORS AT WILMAS FARM PLAT TWO |

SURVEYOR'S CERTIFICATE:
 SEE SHEET 1 OF 4 FOR CERTIFICATION.
 THE STERLING COMPANY
 MO REG. 307-D

J. A. Henson 10/31/16
 JAMEY A. HENSON, PLS
 MO REG. L.S. 8207017953

RECEIVED
NOV 09 2016
City of Chesterfield
Department of Public Services

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
Wilmas Farm, LLC
_____, herein called DEVELOPER,
Midwest Bank Centre
_____, herein called ESCROW
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
The Arbors at Wilmas Farm - Plat 2
_____ in accordance with
Ordinance No. 2869, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of construction, installation and completion of said
improvements, all in accordance with the provisions of said governing ordinance and
Subdivision Regulations, as amended, will be in the sum of
Four hundred ninety thousand forty five & 91/100 _____ DOLLARS
(\$ 490,045.91), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alia that the commencement of
said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory
construction and maintenance deposit agreements guaranteeing the construction and maintenance

of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of Four hundred ninety thousand forty five & 91/100, DOLLARS (\$ 490,045.91) lawful money of the United States of America by: (check one)

- Depositing cash with the City.
- Submitting a Letter of Credit in the form required by the CITY and issued by the ESCROW HOLDER.
- Submitting a _____ (type of readily negotiable instrument acceptable to the CITY) endorsed to the City and issued by the ESCROW HOLDER.

Said deposit guarantees the construction, installation and completion of the required subdivision improvements in The Arbors at Wilmas Farm - Plat 2 Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of the City of Chesterfield, which are by reference made a part hereof, and in accordance with all ordinances of the CITY regulating same. A cost estimate thereof is attached hereto as "Exhibit A".

2. That the CONSTRUCTION DEPOSIT will be held in escrow by the CITY or the ESCROW HOLDER, as applicable, until such time as releases are authorized by the Planning and Development Services Division. The CONSTRUCTION DEPOSIT may be subject to special audit of the CITY from time to time.

3. That the CONSTRUCTION DEPOSIT guarantees the construction, installation and completion of the improvements in the aforesaid subdivision in accordance with the plans and specifications for the said subdivision which have been filed with the CITY, which are made a part hereof by reference as if set forth herein word for word.

4. Pursuant to Revised Statutes of Missouri, 89.410, the amounts set out on Exhibit "A" are identified by separate line item and are subject to release of ninety five percent (95%) of said estimated costs within thirty (30) days of the completion of said specific component of work by DEVELOPER. The Developer shall notify CITY in writing when they consider the specific component ready for release of funds. Accordingly, the CITY may not allow for the reallocation of escrowed funds from one line item to another, without specific written agreement between the DEVELOPER and CITY indicating what specific component or components are being modified. ESCROW HOLDER shall not modify or expend funds from other than the identified line item component without written approval from CITY. Completion is when the particular item has had all documentation and certification filed in a complete and acceptable form and the specific items have been inspected and all identified deficiencies have been corrected and the work has been approved by the City.

5. That in the event the CITY should determine that the ESCROW SUM or any line item thereon as herein provided, is insufficient to complete the said Subdivision Improvements, or the specific line item, the CITY will so notify the DEVELOPER who shall deposit within thirty (30) days of said notice with the ESCROW HOLDER that additional sum of lawful money of the United States of America that will be required to complete the said specific component of the improvement and said additional sum will be subject to the terms of this Escrow Agreement. Failure to provide said sum shall cause for immediate cessation of all work on said subdivision until the additional amount is paid.

6. That the DEVELOPER guarantees that all required utilities and improvements will be installed, constructed and completed within two (2) years from the date of the approval of the said Subdivision Plat and the DEVELOPER shall certify the completion of all said improvements, along with the filing of all documentation and certification, all as provided in the governing ordinance for this subdivision and the Subdivision Regulations of the CITY.

7. That the ESCROW HOLDER, in accordance with paragraph 4 above, shall only release or disburse the ESCROW SUM, or portion thereof, upon receipt and in the amount set forth in a written authorization from the Planning and Development Services Division addressed to the ESCROW HOLDER, which authorization may be for the payment of labor and materials used in the construction, installation and completion of the said improvements, as the work progresses, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That in the event the DEVELOPER shall abandon the subdivision or fail to complete the subdivision improvements within two (2) years, from the date of the CITY'S approval of the said subdivision plat or subsequent extension period granted to this DEPOSIT AGREEMENT, whichever shall first occur, the CITY shall present to the ESCROW HOLDER a certified statement from the City Engineer estimating the cost for the completion of the subdivision improvements and require the ESCROW HOLDER to immediately perform on this agreement for completion of the specific components of the project or disburse said funds identified by the City Engineer's estimates directly to the CITY. The CITY may complete, or have completed by outside resources, the said improvements. The ESCROW HOLDER having disbursed the escrow sums therefore as ordered and directed by the CITY, and upon such disbursement shall be relieved of all liability under the terms of this agreement.

9. That in the event of any legal actions taken by the CITY against DEVELOPER or ESCROW HOLDER to enforce the provision of this agreement, the parties agree to pay a reasonable attorney's fee in addition to any other sums due under this agreement

10. That there shall be no assignment by DEVELOPER or ESCROW HOLDER under the terms of this agreement without written approval of the CITY.

11. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to complete the Subdivision improvements as may be determined by the CITY or if the DEVELOPER or ESCROW HOLDER shall go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

12. That the ESCROW HOLDER will immediately inform the City of any changes of address for ESCROW HOLDER or DEVELOPER (known to ESCROW HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

13. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

14. That the CITY hereby accepts this agreement as a satisfactory ESCROW AGREEMENT under the provisions and requirements of the governing ordinance for this

subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the ____ day of _____, 20 ____.

ATTEST: (SEAL)

Alfred L. Hicks
Type Name: Alfred L. Hicks
Title: Corporate Secretary

DEVELOPER: Wilmas Farm, LLC

BY: [Signature]
Type Name: John H. Berra Jr.
Title: President of JHB Properties, Inc.; a member

Firm Address:
5091 New Baumgartner Rd
St Louis, MO 63129

ATTEST: (SEAL)

Jessica Coleman
Type Name: JESSICA COLEMAN
Title: Credit Analyst

ESCROW HOLDER: Midwest Bank Centre

BY: [Signature]
Type Name: Christy Rife
Title: Vice President

Firm Address:
2191 Lemay Ferry Rd
St Louis, MO 63125

CITY OF CHESTERFIELD, MISSOURI

BY _____
Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

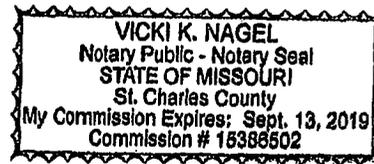
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 8th day of November, 2016, before me appeared Chris Rife, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President (title) of Midwest Bank Centre (name of bank), a Missouri Corporation (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said Chris Rife (title) acknowledged said instrument to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in County and State aforesaid, the day and year first above written.

Vicki K Nagel
Notary Public Vicki K Nagel

My Commission Expires: 09/13/2019



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 3RD day of NOVEMBER, 2016, before me appeared
John H. Berra, Jr. (name) to me personally known, who, being by
me duly sworn, did say that he/she is the President of JHB Properties, Inc.; a member (title or
Executing Official) of Wilmas Farm, LLC, a
Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the
foregoing agreement pursuant to the authority given him/her by the Limited Liability
Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid
L.L.C. by authority of its Members, (President or title of
chief officer), John H. Berra, Jr. (name) as
President of JHB Properties, Inc.; a member (title of Executing Official) of said L.L.C. acknowledges
said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal,
this 3RD day of NOVEMBER, 2016.

Daniel I. Schweiss
Notary Public

My Commission Expires: 2-17-19

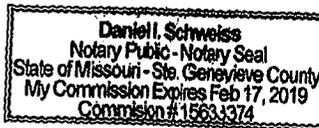


EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

| | | | |
|-------------------------------|------------------------|-------------------|-------------------|
| SUBDIVISION: | Arbors at Willmas Farm | DEVELOPER: | Willmas Farm, LLC |
| PLAT: | 2 | | |
| SUBDIVISION CODE: | 5004 | | |
| NO. LOTS: | 19 | | |
| DATE OF PLAT APPROVAL: | TBD | | |

| CATEGORY | DATE OF RELEASE | % RELEASE | ORIGINAL BALANCE | TOTAL RELEASED | TOTAL % RELEASED | CURRENT BALANCE | % REMAINING |
|---|----------------------------|----------------------|-----------------------------|----------------------------|-----------------------------|----------------------------|------------------------|
| STREETS | | | \$107,089.20 | \$0.00 \$0.00 \$0.00 | 0 | \$107,089.20 | 100 |
| SIDEWALKS | | | \$14,498.00 | \$0.00 \$0.00 \$0.00 | 0 | \$14,498.00 | 100 |
| STORM SEWER Original escrow established at 90% of cost | | | \$86,124.60 | \$0.00 \$0.00 \$0.00 | 0 | \$86,124.60 | 100 |
| SAN. SEWER Original escrow established at 90% of cost | | | \$21,598.20 | \$0.00 \$0.00 | 0 | \$21,598.20 | 100 |
| DETENTION | | | \$35,116.00 | \$0.00 \$0.00 \$0.00 | 0 | \$35,116.00 | 100 |
| GRADING | | | \$77,648.00 | \$0.00 \$0.00 \$0.00 | 0 | \$77,648.00 | 100 |
| EROSION CONTROL | | | \$38,660.72 | \$0.00 \$0.00 \$0.00 | 0 | \$38,660.72 | 100 |
| SILTAT'N CONTROL | | | \$8,274.09 | \$0.00 \$0.00 \$0.00 | 0 | \$8,274.09 | 100 |
| MONUMENTS | | | \$20,000.00 | \$0.00 \$0.00 | 0 | \$20,000.00 | 100 |
| STREET LIGHTS | | | \$2,310.00 | \$0.00 \$0.00 | 0 | \$2,310.00 | 100 |
| STREET SIGNS | | | \$225.00 | \$0.00 \$0.00 | 0 | \$225.00 | 100 |
| WATER MAINS | | | \$74,810.00 | \$0.00 \$0.00 | 0 | \$74,810.00 | 100 |
| COMMON GR. SEED | | | \$3,692.10 | \$0.00 \$0.00 | 0 | \$3,692.10 | 100 |
| TOTALS | | | \$490,045.91 | \$0.00 | 0 | \$490,045.91 | 100 |

RECEIVED
NOV 00 2016
City of Chesterfield
Department of Public Services

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
Wilmas Farm, LLC
_____, herein called DEVELOPER,
Midwest Bank Centre
_____, herein called CREDIT
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
The Arbors at Wilmas Farm - Plat 2
_____ in accordance with
Ordinance No. ²⁸⁶⁹_____, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of maintenance of the required improvements, based on
the cost of construction of said improvements, all in accordance with the provisions of said
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
of Forty nine thousand four & 59/100 DOLLARS
(\$ 49,004.59), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory construction and maintenance deposit agreements guaranteeing the construction and maintenance of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of Forty nine thousand four & 59/100

DOLLARS (\$ 49,004.59), lawful money of the United States of America by:

(check one)

- Depositing cash with the City.
- Submitting a Letter of Credit in the form required by the CITY and issued by the CREDIT HOLDER.
- Submitting a _____ (*type of readily negotiable instrument acceptable to the CITY*) endorsed to the City..

Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding subdivision improvements, including, but not limited to; lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm drainage facilities, in The Arbors at Wilmas Farm - Plat 2 Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

the City of Chesterfield, which by reference are made a part hereof, and in accordance with all ordinances of the CITY regulating same.

2. That the MAINTENANCE DEPOSIT will be held in escrow by the CITY or the CREDIT HOLDER, as applicable, until such time as releases are authorized by the Planning and Development Services Division.

3. That the DEVELOPER shall be responsible for, and hereby guarantees, the maintenance of the subdivision improvements, including, but not limited to, lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm and drainage facilities, until (1) expiration of twelve (12) months after occupancy permits have been issued on eighty percent (80%) of all of the lots in the subdivision plat(s), or (2) twelve (12) months after completion of the subdivision and acceptance / approval of all required improvements by the CITY, whichever is longer. In the case of landscaping, the maintenance period shall be twenty-four (24) months after installation is approved by the CITY. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot or as permitted by site plan), and snow removal. All repairs and replacement shall comply with CITY specifications and standards. Any maintenance of improvements accepted by the CITY for public dedication shall be completed under the supervision of and with the prior written approval of the Planning and Development Services Director. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been

inspected and accepted by the appropriate governmental entity and the deposit for same shall be released. Irrespective of other continuing obligations, the developer's snow removal obligations shall terminate on the date a street is accepted by the CITY for public maintenance.

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 02-12.G of the Unified Development Code and other remedies of the City Code, shall be subject to the immediate order of the Planning and Development Services Director to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Planning and Development Services Director shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Planning and Development Services Director shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

5. That in determining the amount of MAINTENANCE DEPOSIT that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for the maintenance of the improvement may be released upon such acceptance of the improvement by the entity. The Planning and Development Services Director may approve such further releases if it is determined in his or her discretion, after inspection of the improvements, that the total

maintenance amount retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

6. That in the event the CITY should determine that the MAINTENANCE DEPOSIT, or any line item thereon as herein provided, is insufficient, the CITY will so notify the DEVELOPER who shall, within thirty (30) days of said notice, deposit additional sums with the CITY or have the amount of the letter of credit or other banking instrument increased as will be required to maintain the said specific component of the improvement and said additional sum will be subject to the terms of this MAINTENANCE DEPOSIT AGREEMENT. Failure to provide said sum shall be cause for immediate cessation of all work on said subdivision until the additional amount is paid.

7. That the CREDIT HOLDER, in accordance with paragraphs 2, 4 and 5 above, shall only release or disburse the MAINTENANCE DEPOSIT, or portion thereof, upon receipt and in the amount set forth in a written authorization from the said Planning and Development Services Division addressed to the Credit Holder, which authorization may be for payment, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That upon expiration of the maintenance obligations established herein, the Planning and Development Services Director shall cause a final inspection to be made of the required improvements. Funds shall then be released if there are no defects or deficiencies found and all other obligations including payment of all sums due, are shown to be satisfied on inspection thereof, or at such time thereafter as any defects or deficiencies are cured with the permission of, and within the time allowed by, the Planning and Development Services Director. This release shall in no way be construed to indemnify or release any person from any

civil liability that may exist for defects or damages caused by any construction, improvement or development for which any deposit has been released.

9. That there shall be no assignment by DEVELOPER or CREDIT HOLDER under the terms of this agreement without written approval of the CITY.

10. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to guarantee maintenance of the Subdivision improvements as may be determined by the CITY or if the DEVELOPER shall abandon the subdivision or go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER in default and may immediately order the payment of all remaining sums held in the MAINTENANCE DEPOSIT to be paid to the CITY without further legal process, to be used to complete and maintain the subdivision improvements as set out under the terms hereof.

11. That the CREDIT HOLDER will immediately inform the City of any changes of address for CREDIT HOLDER or DEVELOPER (known to CREDIT HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or CREDIT HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by CREDIT HOLDER to be paid to the CITY without further legal process, to be used to maintain the subdivision improvements as set out under the terms hereof.

12. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

13. That the CITY hereby accepts this agreement as a satisfactory MAINTENANCE DEPOSIT AGREEMENT under the provisions and requirements of the governing ordinance

for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the ____ day of _____, 20__ A.D.

ATTEST: (SEAL)

Alfred L. Hicks
Type Name: Alfred L. Hicks
Title: Corporate Secretary

DEVELOPER: Wilmas Farm, LLC

BY: [Signature]
Type Name: John H. Berra Jr.
Title: President of JHB Properties, Inc.; a member

Firm Address:
5091 New Baumgartner Rd
St Louis, MO 63129

ATTEST: (SEAL)

Jessica Coleman
Name: Jessica Coleman
Title: Credit Analyst

CREDIT HOLDER: Midwest Bank Centre

BY: [Signature] VP
Name: Chris Rife
Title: Vice President

Firm Address:
2191 Lemay Ferry Rd
St Louis, MO 63125

CITY OF CHESTERFIELD, MISSOURI

BY _____
Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 8th day of November, 2016, before me appeared Chris Rife, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President (title) of Midwest Bank Centre (name of bank), a Missouri Corporation (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said Chris Rife (title) acknowledged said instrument to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in County and State aforesaid, the day and year first above written.

Vicki K Nagel
Notary Public Vicki K Nagel

My Commission Expires: 09/13/2019



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

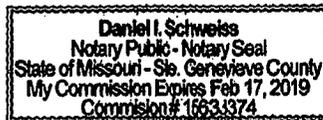
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 3RD day of NOVEMBER, 2016, before me appeared John H. Berra, Jr. (name) to me personally known, who, being by me duly sworn, did say that he/she is the President of JHB Properties, Inc.; a member (title or Executing Official) of Wilmas Farm, LLC, a Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its Members, (President or title of chief officer), John H. Berra, Jr. (name) as President of JHB Properties, Inc.; a member (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 3RD day of NOVEMBER, 2016.

Daniel I. Schweiss
Notary Public

My Commission Expires: 2-17-19



MAINTENANCE DEPOSIT

SUBDIVISION: Arbors at Wilmas Farm
PLAT: 2
SUB CODE: 5004
DEVELOPER: Wilmas Farm, LLC

NOTE: Deposit is adjusted to account for 10% of entire sewer costs, and 0% of LOMR/Elev. Cert's, if any)

| CATEGORY | ORIGINAL BALANCE | DATE OF RELEASE | AMOUNT RELEASED | CURRENT BALANCE |
|-------------------------|-----------------------------|----------------------------|----------------------------|----------------------------|
| STREETS | \$10,708.92 | | | \$10,708.92 |
| SIDEWALKS | \$1,449.80 | | | \$1,449.80 |
| STORM SEWER | \$8,612.46 | | | \$8,612.46 |
| SAN. SEWER | \$2,159.82 | | | \$2,159.82 |
| DETENTION | \$3,511.60 | | | \$3,511.60 |
| GRADING | \$7,764.80 | | | \$7,764.80 |
| EROSION CONTROL | \$3,866.07 | | | \$3,866.07 |
| SILTAT'N CONTROL | \$827.41 | | | \$827.41 |
| MONUMENTS | \$2,000.00 | | | \$2,000.00 |
| STREET LIGHTS | \$231.00 | | | \$231.00 |
| STREET SIGNS | \$22.50 | | | \$22.50 |
| WATER MAINS | \$7,481.00 | | | \$7,481.00 |
| COMMON GR. SEED | \$369.21 | | | \$369.21 |
| TOTALS | \$49,004.59 | | \$0.00 | \$49,004.59 |

BILL NO. 3124

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT WILMAS FARM PLAT 1, A 39.88 ACRE TRACT OF LAND ZONED "PUD" PLANNED UNIT DEVELOPMENT DISTRICT LOCATED ON THE SOUTH SIDE OF WILD HORSE CREEK ROAD WEST OF ITS INTERSECTION OF LONG ROAD AND EAST OF ITS INTERSECTION WITH ARBOR GROVE COURT.

WHEREAS, The Sterling Company, on behalf of Wilmas Farm, LLC., has submitted for review and approval a Record Plat for the Arbors at Wilmas Farm Plat 1; and,

WHEREAS, the purpose of said Record Plat is to subdivide a 39.88 acre tract of land into thirty-one (31) residential lots; and,

WHEREAS, the Planning Commission having reviewed the same and has recommended approval thereof; and,

WHEREAS, the Department of Public Services has reviewed the Record Plat in accordance with the Unified Development Code of the City of Chesterfield and has found it to be in compliance with all applicable ordinances and has forwarded said Record Plat to the City Council; and,

WHEREAS, the City Council of the City of Chesterfield having considered the request, voted to approve said Record Plat.

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

Section 1. The Record Plat for the Arbors at Wilmas Farm Plat 1, which is made part hereof and attached hereto as "Exhibit 1" and Escrow Agreements, is hereby approved; provided, however, that nothing in this ordinance shall be construed or interpreted as an acceptance of the public utilities or public easement which are dedicated on the Record Plat. The owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of the said Record Plat by affixing their signatures and the official seal of the City of Chesterfield as required on the said document.

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:

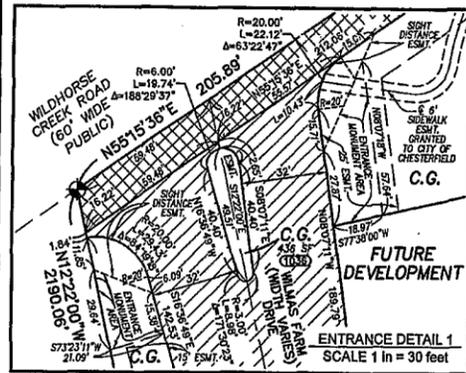
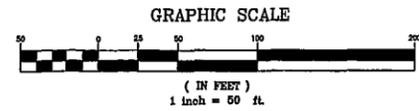
Vickie Hass, CITY CLERK

FIRST READING HELD: 12/05/2016

THE ARBORS AT WILMAS FARM PLAT ONE

A TRACT OF LAND BEING PART OF LOT 21 OF R.H. STEVENS FARM
 RECORDED IN PLAT BOOK 7 PAGE 37 OF THE ST. LOUIS CITY (FORMER COUNTY) RECORDS,
 LOCATED IN U.S. SURVEYS 122, 150, 102 AND 419, TOWNSHIP 45 NORTH, RANGE 3 EAST,
 CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI
 ("PUD" PLANNED UNIT DEVELOPMENT (ORDINANCE 2869))

R.H. STEVENS FARM
 PART OF LOT 21
 BOUNDARY ADJUSTMENT PLAT
 (P.B. 353 PG. 955)



| Point # | NORTHING | EASTING | Point # | NORTHING | EASTING |
|---------|------------|------------|---------|------------|------------|
| B | 313420.671 | 238592.256 | R | 313274.722 | 238733.482 |
| C | 313456.295 | 238644.049 | S | 313281.851 | 238740.177 |
| D | 313443.612 | 238647.440 | T | 313284.893 | 238739.537 |
| E | 313545.724 | 238657.300 | U | 313287.927 | 238754.488 |
| F | 313541.246 | 238656.225 | V | 313284.977 | 238755.113 |
| G | 313539.142 | 238648.397 | W | 313280.216 | 238761.899 |
| H | 313489.548 | 238728.545 | X | 313278.416 | 238781.349 |
| I | 313485.710 | 238735.925 | Y | 313284.058 | 238801.290 |
| J | 313428.724 | 238682.165 | Z | 313286.637 | 238802.668 |
| K | 313418.815 | 238621.417 | AA | 313349.655 | 238809.869 |
| L | 313372.662 | 238627.427 | AB | 313362.151 | 238800.574 |
| M | 313323.116 | 238637.955 | AC | 313367.145 | 238824.073 |
| N | 313332.207 | 238680.733 | AD | 313380.773 | 238838.885 |
| O | 313308.146 | 238685.897 | AE | 313365.085 | 238869.991 |
| P | 313286.058 | 238694.420 | AF | 313370.147 | 238893.645 |
| Q | 313266.486 | 238698.728 | | | |

| CURVE # | LENGTH | RADIUS | CHORD BEARING | CHORD LENGTH |
|---------|--------|---------|---------------|--------------|
| C1 | 7.70' | 180.00' | N79°06'12"E | 7.70' |
| C2 | 31.42' | 20.00' | N32°38'00"E | 28.28' |
| C3 | 30.27' | 20.00' | S55°43'25"E | 27.46' |
| C4 | 96.85' | 270.00' | S88°48'14"E | 98.34' |
| C5 | 38.61' | 30.00' | N64°38'10"E | 36.00' |

| Line # | Length | Direction |
|--------|---------|-------------|
| L1 | 130.00' | N77°38'00"E |
| L2 | 10.10' | N12°22'00"W |
| L3 | 50.00' | N76°24'50"E |
| L4 | 8.60' | S12°22'00"E |
| L5 | 0.65' | N27°43'58"E |

| Line #/Curve # | Length | Direction/Chord | Radius | Chord Length |
|----------------|---------|-----------------|-----------|--------------|
| C1 | 7.44' | S84°58'05"W | 47.00' | 7.43' |
| L2 | 11.67' | S89°30'11"W | | |
| C3 | 20.94' | S78°11'03"W | 53.00' | 20.80' |
| L4 | 11.42' | S88°51'55"W | | |
| C5 | 10.95' | S60°56'47"W | 53.00' | 10.93' |
| L6 | 84.67' | S55°01'40"W | | |
| C7 | 53.57' | S69°55'43"W | 103.00' | 52.97' |
| L8 | 103.71' | S84°49'46"W | | |
| C9 | 60.45' | S77°59'06"W | 253.00' | 60.30' |
| C10 | 12.40' | S58°27'09"W | 28.00' | 12.30' |
| L11 | 34.75' | S45°45'52"W | | |
| C12 | 27.16' | S78°11'23"W | 24.00' | 26.74' |
| L13 | 4.31' | N88°55'53"W | | |
| C14 | 17.41' | S88°33'28"W | 22.00' | 16.98' |
| C15 | 84.98' | S65°05'19"W | 323.01' | 84.88' |
| L16 | 84.91' | S65°05'19"W | | |
| C17 | 6.29' | S60°58'45"W | 38.78' | 6.28' |
| C18 | 82.03' | S56°06'53"W | 16622.00' | 82.03' |
| L19 | 64.52' | S58°06'53"W | | |
| C20 | 35.37' | S36°59'44"W | 53.00' | 34.72' |
| L21 | 14.00' | S17°82'08"W | | |
| C22 | 10.45' | S132°49'09"W | 67.00' | 10.43' |
| L23 | 2.22' | S08°56'11"W | | |
| C24 | 20.83' | S53°04'14"W | 13.00' | 18.10' |
| L25 | 34.07' | N82°47'44"W | | |

LEGEND

- ▲ PERMANENT MONUMENT (IN ACCORDANCE WITH MO MINIMUM STANDARDS) (8" I.R.O.D. W/ ALUMINUM CAP)
- SIDE-PERMANENT MONUMENT (IN ACCORDANCE WITH MO MINIMUM STANDARDS) (1/2" I.R.O.D. W/ PLASTIC CAP)
- C.G. COMMON GROUND
- ESMT. EASEMENT
- FND. FOUND
- P.M.T. PAVEMENT
- BLDG. BUILDING
- ADDRESS
- ⊕ FOUND CROSS
- ⊙ FOUND ANCHOR
- ⊙ BENCHMARK

MARY SCHAEFFER ESTATE ADJUSTMENT
 P.B. 352, PG. 809

LOT 2 ZONING NU

THE STERLING CO.
 ENGINEERS & SURVEYORS
 5055 New Baumgartner Road
 St. Louis, Missouri 63129
 Ph. 314-487-0440 Fax 314-487-8944
 www.sterling-eng-sur.com

| | | |
|-------------|-----------|------------------------------------|
| DRAWN BY: | GFS | MSD P# - 0030636-00 |
| CHECKED BY: | IAH | DATE: OCT. 31, 2016 |
| JOB NO.: | 15-03-091 | THE ARBORS AT WILMAS FARM PLAT ONE |

SURVEYOR'S CERTIFICATE:
 SEE SHEET 1 OF 4 FOR CERTIFICATION.
 THE STERLING COMPANY
 MO REG. 307-D

JAMES A. HENSON
 MISSOURI LAND SURVEYOR
 NUMBER PLS-2007017963

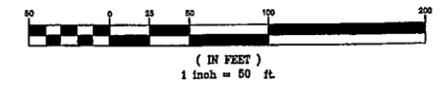
10/31/16

SHEET 2 OF 4

THE ARBORS AT WILMAS FARM PLAT ONE

A TRACT OF LAND BEING PART OF LOT 21 OF R.H. STEVENS FARM
 RECORDED IN PLAT BOOK 7 PAGE 37 OF THE ST. LOUIS CITY (FORMER COUNTY) RECORDS,
 LOCATED IN U.S. SURVEYS 122, 150, 102 AND 419, TOWNSHIP 45 NORTH, RANGE 3 EAST,
 CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI
 ("PUD" PLANNED UNIT DEVELOPMENT (ORDINANCE 2869))

GRAPHIC SCALE



MATCH LINE - SHEET 2 OF 4
 MATCH LINE - SHEET 3 OF 4

| CURVE # | LENGTH | RADIUS | CHORD BEARING | CHORD LENGTH |
|---------|--------|---------|---------------|--------------|
| C1 | 7.70' | 150.00' | N79°06'12"E | 7.70' |
| C2 | 31.42' | 20.00' | N32°38'00"E | 28.28' |
| C3 | 30.27' | 20.00' | S55°43'26"E | 27.46' |
| C4 | 98.85' | 270.00' | S88°48'14"E | 98.34' |
| C5 | 38.61' | 30.00' | N64°36'10"E | 38.00' |

| Line # | Length | Direction |
|--------|---------|-------------|
| L1 | 130.00' | N77°38'00"E |
| L2 | 10.10' | N12°22'00"W |
| L3 | 50.00' | N78°24'50"E |
| L4 | 9.80' | S12°22'00"E |
| L5 | 9.59' | N27°43'58"E |

MARY SCHAEFFER
 ESTATE ADJUSTMENT
 P.B. 352, PG. 809
 LOT 2
 ZONING NU

| Point # | NORTHING | EASTING |
|---------|------------|------------|
| P | 313266.058 | 238694.420 |
| Q | 313266.488 | 238696.728 |
| R | 313274.722 | 238735.482 |
| S | 313281.951 | 238740.177 |
| T | 313284.983 | 238739.537 |
| U | 313287.927 | 238754.486 |
| V | 313284.977 | 238755.113 |
| W | 313280.218 | 238761.999 |
| X | 313278.418 | 238781.349 |
| Y | 313284.058 | 238801.290 |
| Z | 313286.637 | 238802.668 |

DEEP WOOD
 P.B. 170, PG. 24
 LOT 2
 ZONING NU

DEEP WOOD
 P.B. 170, PG. 24
 LOT 3
 ZONING FPNU

LEGEND

- ▲ PERMANENT MONUMENT (IN ACCORDANCE WITH MO MINIMUM STANDARDS) (5/8" I ROD W/ ALUMINUM CAP)
- SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MO MINIMUM STANDARDS) (1/2" I ROD W/ PLASTIC CAP)
- C. C. COMMON GROUND
- ESMT. EASEMENT
- FND. FOUND
- PWMT. PAVEMENT
- BLDG. BUILDING
- 5227 ADDRESS
- + FOUND CROSS
- ⊕ FOUND ANCHOR
- ⊕ BENCHMARK

SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 4 FOR CERTIFICATION.

THE STERLING COMPANY
 MO REG. 997-D

J. A. Henson
 10/31/16
 JAMEY A. HENSON, PLS
 MO REG. L.S. #2007017983



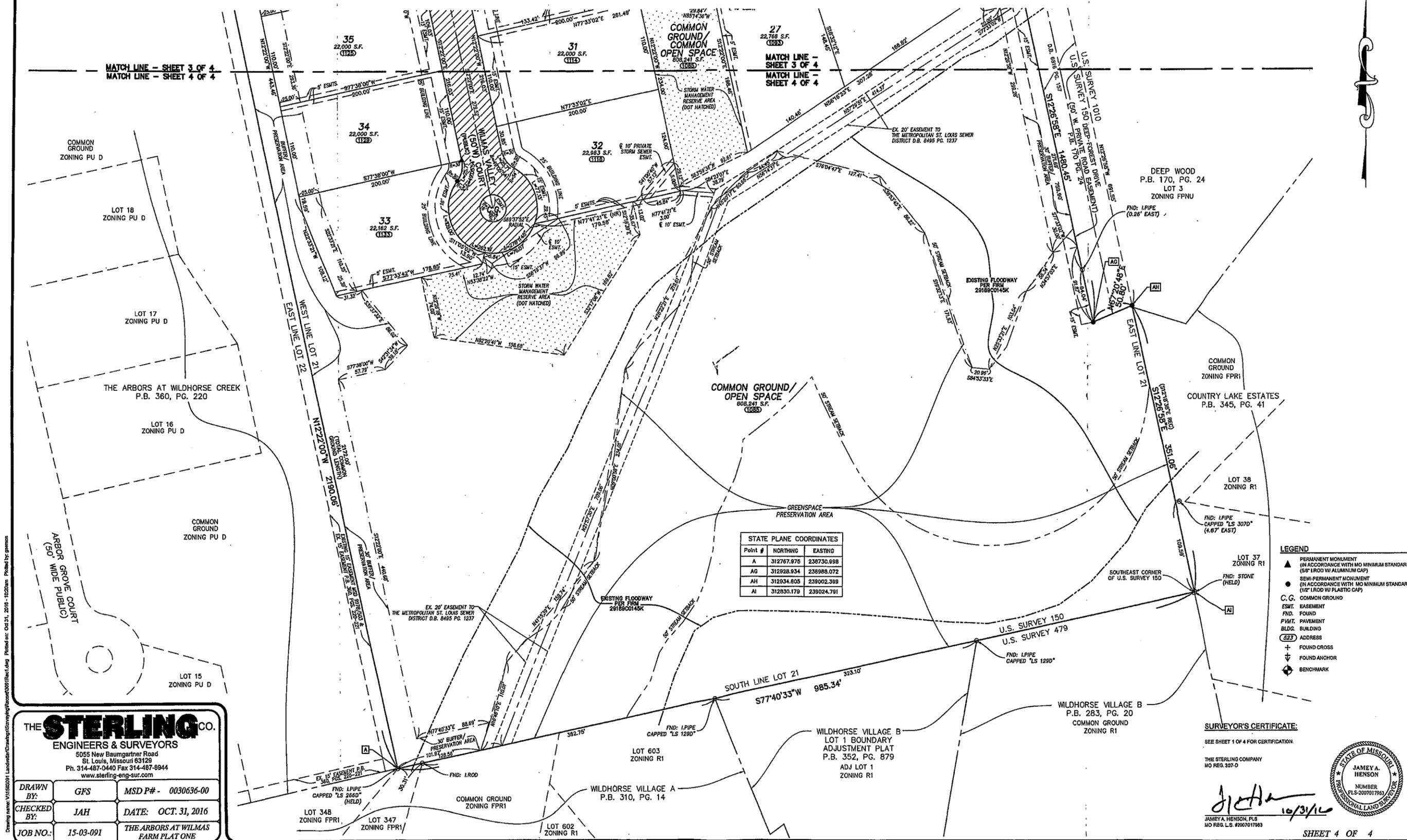
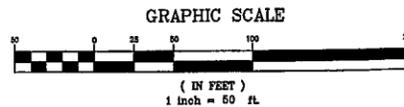
Drawing name: M15152091 Land\wms\Drawings\Survey\91620091\Reel1.dwg Plotted on: Oct 31, 2016 - 10:20am Plotted by: gmsm

THE STERLING CO.
 ENGINEERS & SURVEYORS
 5055 New Baumgartner Road
 St. Louis, Missouri 63129
 Ph. 314-487-0440 Fax 314-487-8944
 www.sterling-eng-sur.com

| | | |
|-------------|-----------|------------------------------------|
| DRAWN BY: | GFS | MSD P# - 0030636-00 |
| CHECKED BY: | JAH | DATE: OCT. 31, 2016 |
| JOB NO.: | 15-03-091 | THE ARBORS AT WILMAS FARM PLAT ONE |

THE ARBORS AT WILMAS FARM PLAT ONE

A TRACT OF LAND BEING PART OF LOT 21 OF R.H. STEVENS FARM
 RECORDED IN PLAT BOOK 7 PAGE 37 OF THE ST. LOUIS CITY (FORMER COUNTY) RECORDS,
 LOCATED IN U.S. SURVEYS 122, 150, 102 AND 419, TOWNSHIP 45 NORTH, RANGE 3 EAST,
 CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI
 ("PUD" PLANNED UNIT DEVELOPMENT (ORDINANCE 2869))



| Point # | NORTHING | EASTING |
|---------|------------|------------|
| A | 312767.975 | 230730.998 |
| AG | 312928.934 | 238988.072 |
| AH | 312934.805 | 239002.398 |
| AI | 312830.170 | 239024.781 |

- LEGEND**
- ▲ PERMANENT MONUMENT (IN ACCORDANCE WITH MO MINIMUM STANDARDS) (5/8" I.R.O.D. W/ ALUMINUM CAP)
 - SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MO MINIMUM STANDARDS) (1/2" I.R.O.D. W/ PLASTIC CAP)
 - C.G. COMMON GROUND
 - ESMT. EASEMENT
 - FND. FOUND
 - P.W.M. PAVEMENT
 - B.L.D.G. BUILDING
 - (327) ADDRESS
 - + FOUND CROSS
 - ⊕ FOUND ANCHOR
 - ⊕ BENCHMARK

SURVEYOR'S CERTIFICATE:
 SEE SHEET 1 OF 4 FOR CERTIFICATION.

THE STERLING COMPANY
 MO REG. 307-D

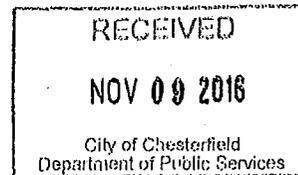


J. Henson
 10/31/16
 JAMEY A. HENSON, PLS
 MO REG. L.S. #2007017903

THE STERLING CO.
 ENGINEERS & SURVEYORS
 5055 New Baumgartner Road
 St. Louis, Missouri 63129
 Ph. 314-487-0440 Fax 314-487-8944
 www.sterling-eng-sur.com

| | | |
|-------------|-----------|------------------------------------|
| DRAWN BY: | GFS | MSD P# - 0030636-00 |
| CHECKED BY: | JAH | DATE: OCT. 31, 2016 |
| JOB NO.: | 15-03-091 | THE ARBORS AT WILMAS FARM PLAT ONE |

Drawing name: V:\1503091 Land\Drawings\Surveying\Record\091\Final.dwg Plotted on: Oct 31, 2016 - 10:20am Plotted by: gerson



SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
Wilmas Farm, LLC
_____, herein called DEVELOPER,
Midwest Bank Centre
_____, herein called ESCROW
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
The Arbors at Wilmas Farm - Plat 1
_____ in accordance with
Ordinance No. 2869, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of construction, installation and completion of said
improvements, all in accordance with the provisions of said governing ordinance and
Subdivision Regulations, as amended, will be in the sum of
One million four hundred one thousand nine hundred eighty nine and 13/100
_____ DOLLARS
(\$ 1,401,989.13), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of
said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory
construction and maintenance deposit agreements guaranteeing the construction and maintenance

of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of One million four hundred one thousand nine hundred eighty nine and 13/100, DOLLARS (\$ 1,401,989.13) lawful money of the United States of America by: (check one)

Depositing cash with the City.

Submitting a Letter of Credit in the form required by the CITY and issued by the ESCROW HOLDER.

Submitting a _____ (type of readily negotiable instrument acceptable to the CITY) endorsed to the City and issued by the ESCROW HOLDER.

Said deposit guarantees the construction, installation and completion of the required subdivision improvements in The Arbors at Wilmas Farm - Plat 1 Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of the City of Chesterfield, which are by reference made a part hereof, and in accordance with all ordinances of the CITY regulating same. A cost estimate thereof is attached hereto as "Exhibit A".

2. That the CONSTRUCTION DEPOSIT will be held in escrow by the CITY or the ESCROW HOLDER, as applicable, until such time as releases are authorized by the Planning and Development Services Division. The CONSTRUCTION DEPOSIT may be subject to special audit of the CITY from time to time.

3. That the CONSTRUCTION DEPOSIT, guarantees the construction, installation and completion of the improvements in the aforesaid subdivision in accordance with the plans and specifications for the said subdivision which have been filed with the CITY, which are made a part hereof by reference as if set forth herein word for word.

4. Pursuant to Revised Statutes of Missouri, 89.410, the amounts set out on Exhibit "A" are identified by separate line item and are subject to release of ninety five percent (95%) of said estimated costs within thirty (30) days of the completion of said specific component of work by DEVELOPER. The Developer shall notify CITY in writing when they consider the specific component ready for release of funds. Accordingly, the CITY may not allow for the reallocation of escrowed funds from one line item to another, without specific written agreement between the DEVELOPER and CITY indicating what specific component or components are being modified. ESCROW HOLDER shall not modify or expend funds from other than the identified line item component without written approval from CITY. Completion is when the particular item has had all documentation and certification filed in a complete and acceptable form and the specific items have been inspected and all identified deficiencies have been corrected and the work has been approved by the City.

5. That in the event the CITY should determine that the ESCROW SUM or any line item thereon as herein provided, is insufficient to complete the said Subdivision Improvements, or the specific line item, the CITY will so notify the DEVELOPER who shall deposit within thirty (30) days of said notice with the ESCROW HOLDER that additional sum of lawful money of the United States of America that will be required to complete the said specific component of the improvement and said additional sum will be subject to the terms of this Escrow Agreement. Failure to provide said sum shall cause for immediate cessation of all work on said subdivision until the additional amount is paid.

6. That the DEVELOPER guarantees that all required utilities and improvements will be installed, constructed and completed within two (2) years from the date of the approval of the said Subdivision Plat and the DEVELOPER shall certify the completion of all said improvements, along with the filing of all documentation and certification, all as provided in the governing ordinance for this subdivision and the Subdivision Regulations of the CITY.

7. That the ESCROW HOLDER, in accordance with paragraph 4 above, shall only release or disburse the ESCROW SUM, or portion thereof, upon receipt and in the amount set forth in a written authorization from the Planning and Development Services Division addressed to the ESCROW HOLDER, which authorization may be for the payment of labor and materials used in the construction, installation and completion of the said improvements, as the work progresses, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That in the event the DEVELOPER shall abandon the subdivision or fail to complete the subdivision improvements within two (2) years, from the date of the CITY'S approval of the said subdivision plat or subsequent extension period granted to this DEPOSIT AGREEMENT, whichever shall first occur, the CITY shall present to the ESCROW HOLDER a certified statement from the City Engineer estimating the cost for the completion of the subdivision improvements and require the ESCROW HOLDER to immediately perform on this agreement for completion of the specific components of the project or disburse said funds identified by the City Engineer's estimates directly to the CITY. The CITY may complete, or have completed by outside resources, the said improvements. The ESCROW HOLDER having disbursed the escrow sums therefore as ordered and directed by the CITY, and upon such disbursement shall be relieved of all liability under the terms of this agreement.

9. That in the event of any legal actions taken by the CITY against DEVELOPER or ESCROW HOLDER to enforce the provision of this agreement, the parties agree to pay a reasonable attorney's fee in addition to any other sums due under this agreement

10. That there shall be no assignment by DEVELOPER or ESCROW HOLDER under the terms of this agreement without written approval of the CITY.

11. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to complete the Subdivision improvements as may be determined by the CITY or if the DEVELOPER or ESCROW HOLDER shall go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

12. That the ESCROW HOLDER will immediately inform the City of any changes of address for ESCROW HOLDER or DEVELOPER (known to ESCROW HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

13. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

14. That the CITY hereby accepts this agreement as a satisfactory ESCROW AGREEMENT under the provisions and requirements of the governing ordinance for this

subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

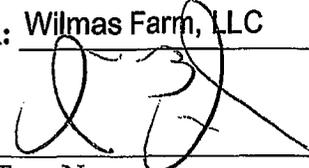
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the ___ day of _____, 20___.

ATTEST: (SEAL)

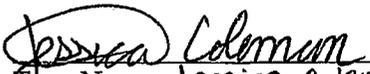

Type Name: Alfred L. Hicks
Title: Corporate Secretary

DEVELOPER: Wilmas Farm, LLC

BY: 
Type Name: John H. Berra Jr.
Title: President of JHB Properties, Inc.; a member

Firm Address:
5091 New Baumgartner Rd
St Louis, MO 63129

ATTEST: (SEAL)


Type Name: Jessica Coleman
Title: Credit Analyst

ESCROW HOLDER: Midwest Bank Centre

BY: 
Type Name: Chris Rife
Title: Vice President

Firm Address:
2191 Lemay Ferry Rd
St Louis, MO 63125

CITY OF CHESTERFIELD, MISSOURI

BY _____
Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

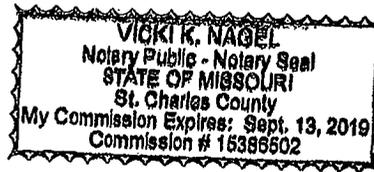
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 8th day of November, 2016, before me appeared Chris Rife, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President (title) of Midwest Bank Centre (name of bank), a Missouri Corporation (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said Vice President (title) acknowledged said instrument to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in County and State aforesaid, the day and year first above written.

Vicki K Nagel
Notary Public Vicki K Nagel

My Commission Expires: 09/13/2016



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 3RD day of NOVEMBER, 2016, before me appeared John H. Berra, Jr. (name) to me personally known, who, being by me duly sworn, did say that he/she is the President of JHB Properties, Inc.; a member (title or Executing Official) of Wilmas Farm, LLC, a Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its Members, (President or title of chief officer), John H. Berra, Jr. (name) as President of JHB Properties, Inc.; a member (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 3RD day of NOVEMBER, 2016.

Daniel I. Schiele
Notary Public

My Commission Expires: 2-17-19

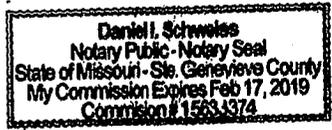


EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

| | | | |
|-------------------------------|-----------------------|-------------------|------------------|
| SUBDIVISION: | Arbors at Wilmas Farm | DEVELOPER: | Wilmas Farm, LLC |
| PLAT: | 1 | | |
| SUBDIVISION CODE: | 5004 | | |
| NO. LOTS: | 28 | | |
| DATE OF PLAT APPROVAL: | TBD | | |

| CATEGORY | DATE OF RELEASE | % RELEASE | ORIGINAL BALANCE | TOTAL RELEASED | TOTAL % RELEASED | CURRENT BALANCE | % REMAINING |
|---|-----------------|-----------|-----------------------|----------------------------|------------------|-----------------------|-------------|
| STREETS | | | \$392,333.65 | \$0.00 \$0.00 \$0.00 | 0 | \$392,333.65 | 100 |
| SIDEWALKS | | | \$65,082.05 | \$0.00 \$0.00 \$0.00 | 0 | \$65,082.05 | 100 |
| STORM SEWER Original escrow established at 90% of cost | | | \$115,117.20 | \$0.00 \$0.00 \$0.00 | 0 | \$115,117.20 | 100 |
| SAN. SEWER Original escrow established at 90% of cost | | | \$62,573.40 | \$0.00 \$0.00 | 0 | \$62,573.40 | 100 |
| DETENTION | | | \$70,232.00 | \$0.00 \$0.00 \$0.00 | 0 | \$70,232.00 | 100 |
| GRADING | | | \$175,952.00 | \$0.00 \$0.00 \$0.00 | 0 | \$175,952.00 | 100 |
| EROSION CONTROL | | | \$90,208.30 | \$0.00 \$0.00 \$0.00 | 0 | \$90,208.30 | 100 |
| SILTAT'N CONTROL | | | \$25,138.85 | \$0.00 \$0.00 \$0.00 | 0 | \$25,138.85 | 100 |
| MONUMENTS | | | \$20,000.00 | \$0.00 \$0.00 | 0 | \$20,000.00 | 100 |
| STREET LIGHTS | | | \$10,780.00 | \$0.00 \$0.00 | 0 | \$10,780.00 | 100 |
| STREET SIGNS | | | \$675.00 | \$0.00 \$0.00 | 0 | \$675.00 | 100 |
| WATER MAINS | | | \$256,735.00 | \$0.00 \$0.00 | 0 | \$256,735.00 | 100 |
| COMMON GR. SEED | | | \$6,363.68 | \$0.00 \$0.00 | 0 | \$6,363.68 | 100 |
| ISLAND LANDSCAPING | | | \$35,798.00 | \$0.00 \$0.00 | 0 | \$35,798.00 | 100 |
| LOMR | | | \$25,000.00 | \$0.00 \$0.00 | 0 | \$25,000.00 | 100 |
| SITE AMENITIES | | | \$50,000.00 | \$0.00 \$0.00 | 0 | \$50,000.00 | 100 |
| TOTALS | | | \$1,401,989.13 | \$0.00 | 0 | \$1,401,989.13 | 100 |

RECEIVED
NOV 09 2016
City of Chesterfield
Department of Public Services

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
Wilmas Farm, LLC
_____, herein called DEVELOPER,
Midwest Bank Centre
_____, herein called CREDIT
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
The Arbors at Wilmas Farm - Plat 1
_____ in accordance with
Ordinance No. 2869, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of maintenance of the required improvements, based on
the cost of construction of said improvements, all in accordance with the provisions of said
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
of One hundred thirty two thousand six hundred ninety eight & 91/100 DOLLARS
(\$ 132,698.91), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory construction and maintenance deposit agreements guaranteeing the construction and maintenance of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of One hundred thirty two thousand six hundred ninety eight & 91/100

DOLLARS (\$ 132,698.91), lawful money of the United States of America by:

(check one)

- Depositing cash with the City.
- Submitting a Letter of Credit in the form required by the CITY and issued by the CREDIT HOLDER.
- Submitting a _____ (type of readily negotiable instrument acceptable to the CITY) endorsed to the City.

Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding subdivision improvements, including, but not limited to; lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm drainage facilities, in The Arbors at Wilmas Farm - Plat 1 Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

the City of Chesterfield, which by reference are made a part hereof, and in accordance with all ordinances of the CITY regulating same.

2. That the MAINTENANCE DEPOSIT will be held in escrow by the CITY or the CREDIT HOLDER, as applicable, until such time as releases are authorized by the Planning and Development Services Division.

3. That the DEVELOPER shall be responsible for, and hereby guarantees, the maintenance of the subdivision improvements, including, but not limited to, lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm and drainage facilities, until (1) expiration of twelve (12) months after occupancy permits have been issued on eighty percent (80%) of all of the lots in the subdivision plat(s), or (2) twelve (12) months after completion of the subdivision and acceptance / approval of all required improvements by the CITY, whichever is longer. In the case of landscaping, the maintenance period shall be twenty-four (24) months after installation is approved by the CITY. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot or as permitted by site plan), and snow removal. All repairs and replacement shall comply with CITY specifications and standards. Any maintenance of improvements accepted by the CITY for public dedication shall be completed under the supervision of and with the prior written approval of the Planning and Development Services Director. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been

inspected and accepted by the appropriate governmental entity and the deposit for same shall be released. Irrespective of other continuing obligations, the developer's snow removal obligations shall terminate on the date a street is accepted by the CITY for public maintenance.

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 02-12.G of the Unified Development Code and other remedies of the City Code, shall be subject to the immediate order of the Planning and Development Services Director to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Planning and Development Services Director shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Planning and Development Services Director shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

5. That in determining the amount of MAINTENANCE DEPOSIT that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for the maintenance of the improvement may be released upon such acceptance of the improvement by the entity. The Planning and Development Services Director may approve such further releases if it is determined in his or her discretion, after inspection of the improvements, that the total

maintenance amount retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

6. That in the event the CITY should determine that the MAINTENANCE DEPOSIT, or any line item thereon as herein provided, is insufficient, the CITY will so notify the DEVELOPER who shall, within thirty (30) days of said notice, deposit additional sums with the CITY or have the amount of the letter of credit or other banking instrument increased as will be required to maintain the said specific component of the improvement and said additional sum will be subject to the terms of this MAINTENANCE DEPOSIT AGREEMENT. Failure to provide said sum shall be cause for immediate cessation of all work on said subdivision until the additional amount is paid.

7. That the CREDIT HOLDER, in accordance with paragraphs 2, 4 and 5 above, shall only release or disburse the MAINTENANCE DEPOSIT, or portion thereof, upon receipt and in the amount set forth in a written authorization from the said Planning and Development Services Division addressed to the Credit Holder, which authorization may be for payment, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That upon expiration of the maintenance obligations established herein, the Planning and Development Services Director shall cause a final inspection to be made of the required improvements. Funds shall then be released if there are no defects or deficiencies found and all other obligations including payment of all sums due, are shown to be satisfied on inspection thereof, or at such time thereafter as any defects or deficiencies are cured with the permission of, and within the time allowed by, the Planning and Development Services Director. This release shall in no way be construed to indemnify or release any person from any

civil liability that may exist for defects or damages caused by any construction, improvement or development for which any deposit has been released.

9. That there shall be no assignment by DEVELOPER or CREDIT HOLDER under the terms of this agreement without written approval of the CITY.

10. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to guarantee maintenance of the Subdivision improvements as may be determined by the CITY or if the DEVELOPER shall abandon the subdivision or go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER in default and may immediately order the payment of all remaining sums held in the MAINTENANCE DEPOSIT to be paid to the CITY without further legal process, to be used to complete and maintain the subdivision improvements as set out under the terms hereof.

11. That the CREDIT HOLDER will immediately inform the City of any changes of address for CREDIT HOLDER or DEVELOPER (known to CREDIT HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or CREDIT HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by CREDIT HOLDER to be paid to the CITY without further legal process, to be used to maintain the subdivision improvements as set out under the terms hereof.

12. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

13. That the CITY hereby accepts this agreement as a satisfactory MAINTENANCE DEPOSIT AGREEMENT under the provisions and requirements of the governing ordinance

for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the ____ day of _____, 20__ A.D.

ATTEST: (SEAL)

Alfred L. Hicks
Type Name: Alfred L. Hicks
Title: Corporate Secretary

DEVELOPER: Wilmas Farm, LLC

BY: [Signature]
Type Name: John H. Berra Jr.
Title: President of JHB Properties, Inc.; a member

Firm Address:
5091 New Baumgartner Rd
St Louis, MO 63129

ATTEST: (SEAL)

Jessica Coleman
Name: Jessica Coleman
Title: Credit Analyst

CREDIT HOLDER: Midwest Bank Centre

BY: [Signature] VP
Name: Chris Rife
Title: Vice President

Firm Address:
2191 Lemay Ferry Rd
St Louis, MO 63125

CITY OF CHESTERFIELD, MISSOURI

BY _____
Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

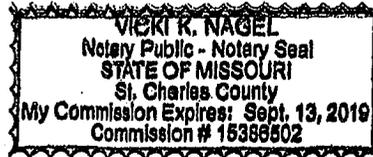
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 8th day of November, 2016, before me appeared Chris Rife, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President (title) of Midwest Bank Centre (name of bank), a Missouri Corporation (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said Chris Rife (title) acknowledged said instrument to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in County and State aforesaid, the day and year first above written.

Vicki K Nagel
Notary Public Vicki K Nagel

My Commission Expires: 09/13/2019



MAINTENANCE DEPOSIT

SUBDIVISION: Arbors at Wilmas Farm

PLAT: 1

SUB CODE: 5004

DEVELOPER: Wilmas Farm, LLC

NOTE: Deposit is adjusted to account for 10% of entire sewer costs, and 0% of LOMR/Elev. Cert's, if any)

| CATEGORY | ORIGINAL BALANCE | DATE OF RELEASE | AMOUNT RELEASED | CURRENT BALANCE |
|---------------------------|-----------------------------|----------------------------|----------------------------|----------------------------|
| STREETS | \$39,233.37 | | | \$39,233.37 |
| SIDEWALKS | \$6,508.21 | | | \$6,508.21 |
| STORM SEWER | \$11,511.72 | | | \$11,511.72 |
| SAN. SEWER | \$6,257.34 | | | \$6,257.34 |
| DETENTION | \$7,023.20 | | | \$7,023.20 |
| GRADING | \$17,595.20 | | | \$17,595.20 |
| EROSION CONTROL | \$9,020.83 | | | \$9,020.83 |
| SILTAT'N CONTROL | \$2,513.89 | | | \$2,513.89 |
| MONUMENTS | \$2,000.00 | | | \$2,000.00 |
| STREET LIGHTS | \$1,078.00 | | | \$1,078.00 |
| STREET SIGNS | \$67.50 | | | \$67.50 |
| WATER MAINS | \$25,673.50 | | | \$25,673.50 |
| COMMON GR. SEED | \$636.37 | | | \$636.37 |
| ISLAND LANDSCAPING | \$3,579.80 | | | \$3,579.80 |
| TOTALS | \$132,698.91 | | \$0.00 | \$132,698.91 |