



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, December 3, 2018
5:30pm**

I. Appointments

A. Re-Appointments – Architectural Review Board

- Richard Clawson
- Matt Adams

II. Planning and Public Works Committee – Chairperson Michelle Ohley-Ward IV

A. Bill No. 3220 - Chesterfield Hockey Association Agreement (Second Reading)

B. Bill No. 3221 - Stop Signs at Lydia Hill and Veterans Place (Second Reading)

C. Next Meeting – December 6, 2018 (5:45pm)

III. Finance and Administration Committee – Chairperson Barbara McGuinness-Ward I

A. Next Meeting – December 10, 2018 (5:30pm)

IV. Parks, Recreation and Arts Committee – Chairperson Dan Hurt-Ward III

V. Public Health and Safety Committee – Chairperson Ben Keathley-Ward II

A. Next Meeting – December 12, 2018 – (5:30pm)

VI. Report from the City Administrator – Mike Geisel

VII. Unfinished Business – Mayor Bob Nation

VIII. New Business – Mayor Bob Nation

IX. Adjourn –

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

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

PERSONS REQUIRING AN ACCOMMODATION TO ATTEND AND PARTICIPATE IN THE CITY COUNCIL MEETING SHOULD CONTACT CITY CLERK VICKIE HASS AT (636) 537-6716, AT LEAST TWO (2) WORKDAYS PRIOR TO THE MEETING.



AGENDA
CHESTERFIELD CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, December 3, 2018
7:00PM

- I. CALL TO ORDER** – Mayor Bob Nation
- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation
- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation
- IV. ROLL CALL** – City Clerk Vickie Hass
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
 - A. Executive Session Minutes** – November 19, 2018
 - B. Public Hearing Minutes** – November 19, 2018
 - C. City Council Meeting Minutes** – November 19, 2018
- VI. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
- VII. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Thursday, December 6, 2018** – Planning and Public Works (5:45 pm)
 - B. Monday, December 10, 2018** – Finance & Administration Committee (5:30pm)
 - C. Monday, December 10, 2018** – Planning Commission (7 pm)

D. Wednesday, December 12, 2018 – Public Health and Safety Committee
(5:30pm)

E. Monday, January 7, 2019 – Next City Council Meeting (7pm)

VIII. APPOINTMENTS – Mayor Bob Nation

A. Re-Appointments – Architectural Review Board

- Richard Clawson
- Matt Adams

IX. COUNCIL COMMITTEE REPORTS

A. Planning and Public Works Committee – Chairperson Michelle Ohley, Ward IV

- 1. Bill No. 3220** - Chesterfield Hockey Association Agreement (**Second Reading**)
- 2. Bill No. 3221** - Stop Signs at Lydia Hill and Veterans Place (**Second Reading**)
- 3. Next Meeting – December 6, 2018 (5:45pm)**

B. Finance and Administration Committee – Chairperson Barbara McGuinness, Ward I

- 1. Next Meeting – December 10, 2018 (5:30pm)**

C. Parks, Recreation and Arts Committee – Chairperson Dan Hurt, Ward III

D. Public Health and Safety Committee – Chairperson Ben Keathley, Ward II

- 1. Next Meeting – December 12, 2018 – (5:30pm)**

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. 3220** - An ordinance authorizing the City of Chesterfield, Missouri to enter into and execute an Easement and Maintenance

Agreement by and among Chesterfield Hockey Association, Inc., The Chesterfield Valley Transportation Development District, and the City in connection with a certain transportation development project in the City, and authorizing certain other actions in connection therewith **(Second Reading) Planning & Public Works Committee recommends approval.**

- B. Bill No. 3221** - An ordinance amending Schedule VI of the Model Traffic Ordinance of the City of Chesterfield by adding an all way stop condition at the intersection of Lydia Hill Drive and Veterans Place Drive. **(Second Reading) Planning & Public Works Committee recommends approval.**

XIV. LEGISLATION – PLANNING COMMISSION

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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RECORD OF PROCEEDING

PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD 690 CHESTERFIELD PARKWAY WEST

NOVEMBER 19, 2018

Mayor Bob Nation called the Public Hearing to order at 6:47 p.m. Councilmembers Flachsbart, McGuinness, Keathley, Mastorakos, Hurt, Moore, DeCampi and Ohley were in attendance, along with approximately ten visitors/members of the Press.

Section 3 of Ordinance No. 10 requires the City Administrator to prepare and submit a budget for City Council to consider/adopt, prior to January 1 of each year. Section 4 of Ordinance No. 10 requires that a Public Hearing be held, prior to the adoption of the budget. This budget presentation satisfies all requirements of Ordinance No. 10.

Mayor Nation recognized Finance Director Chris DesPlanques who noted that the budget has been created around the City's Mission Statement. Mr. DesPlanques continued by summarizing the budget process. The initial budget was submitted to Council and three budget workshops followed on September 17, October 8, and October 22. Mr. DesPlanques stated that the proposed FY2019 budget provides for \$894,216 net revenues over expenditures. It was also noted that as of December 31, 2018, a total of \$4,119,000 has been set aside in debt service accounts for future debt payments.

Capital Improvement Sales Tax Fund

The Capital Improvement Sales Tax Fund is self-sufficient since it is funded from the ½ cent sales tax, approved in 1996, as Propositions "R" and "S." Mr. DesPlanques stated that the City only receives 85% of the total money it gets from the ½ cent sales tax, due to a statutory requirement that the City "share" 15% of the total with the St. Louis County sales tax pool. In conjunction with a \$30 million bond issue approved by the voters in 1996 for improvements to public rights-of-way, voters also approved a ½ cent sales tax for capital improvements. Mr. DesPlanques reported that revenues in the Capital Improvement Sales Tax Fund are budgeted at \$5.97 million in FY2019 compared to

\$5.83 million in FY2018. Total budgeted revenues and expenditures are down from FY2018 due to timing and completion of projects in 2018.

Mr. DesPlanques reported that revenues in the Capital Improvement Sales Tax Fund are projected to total approximately \$5,973,114. Proposed expenditures for FY2019 are \$3,942,434 for capital projects and improvements. Capital Improvement Sales Tax Fund – Fund Reserves are expected to end the year at \$163,237 during FY2019.

Parks Sales Tax Fund

Mr. DesPlanques stated that the passage of Proposition” P”, in November 2004, resulted in the creation of a Parks Sales Tax Fund, which funds all parks and recreation activities. The Parks Fund is supported by a ½ cent sales tax and, unlike the General Fund Sales Tax and the Capital Improvement Sales Tax, the City receives 100% of the revenue from this tax. The Parks Sales Tax Fund pays for things such as the Athletic Complex, Central Park, Family Aquatic Center and Eberwein Dog Park. It also pays for a number of other things such as right-of-way landscaping maintenance as well as maintenance of various pocket parks and repair or replacement of City limit signs as needed.

Mr. DesPlanques reported that revenues in the Parks Sales Tax Fund are budgeted at \$7.03 million in FY2019 compared to \$6.86 million in FY2018. Total proposed expenditures for FY2019 are \$5,872,083 compared to \$5,857,860 projected in FY2018.

Total revenue (including sales tax revenue) in the Parks Sales Tax Fund is projected to generate approximately \$9,001,655 during FY2019. Expenditures and transfers out are projected to total \$5,872,083 and \$3,009,914, respectively. The Parks Sales Tax Fund – Fund Reserves are expected to end the year at \$1,650,421 during FY2019.

Public Safety Fund

Mr. DesPlanques explained that the Public Safety Fund is a new budget created in FY2018, and the FY2019 budget will accomplish the same goals. The Public Safety Fund acts as a net zero fund balance budget where the General Fund funds nearly \$7.5 million of the public safety operations.

General Fund

Mr. DesPlanques reported that General Fund revenues are projected to total \$20,475,966 in FY2019. This is a decrease of \$233,959 from the FY2018 budget, primarily due to reduced revenues from utility taxes (Ameren rate decrease) and Intergovernmental (road and bridge). The FY2019 proposed sales tax revenues of \$7,177,000 are 1.61% over FY2018 budget.

The two major sources of General Fund revenues are sales taxes and utility taxes, which represent \$7,177,000 and \$6,582,000 respectively. Intergovernmental revenues, including motor fuel taxes, motor vehicle sales taxes, cigarette taxes, road and bridge taxes, and other grant sources represent \$3,891,000. The remaining revenues consist of

licenses and permits (\$1,586,470), charges for services (\$81,250), court receipts (\$692,556) and other miscellaneous sources (\$465,690).

Mr. DesPlanques reported that General Fund expenditures and transfers are projected to total \$10,064,606 and \$9,180,551, respectively for FY2019, down a combined total of \$3.5 million primarily due to decreased transfers.

Mr. DesPlanques stated that the City maintains General Fund – Fund Reserves of over 40% of the City’s operating budget. The General Fund – Fund Reserves balance is projected to total \$8,458,253 at the end of FY2019 and, when factoring in the amount required to be set-aside, due to the City’s “40%” policy, leaves \$2,285,400 available over and above the 40% fund reserve policy to fund additional projects, as reviewed/approved by City Council, during FY2019 and beyond.

ADJOURNMENT

There being no public discussion or comment, Mayor Nation adjourned the meeting at 7:00 p.m.

Mayor Bob Nation

ATTEST:

Vickie J. Hass, City Clerk



RECORD OF PROCEEDING

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

NOVEMBER 19, 2018

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

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

A roll call was taken with the following results:

PRESENT

ABSENT

Mayor Bob Nation
Councilmember Barry Flachsbart
Councilmember Barbara McGuinness
Councilmember Ben Keathley
Councilmember Mary Ann Mastorakos
Councilmember Dan Hurt
Councilmember Michael Moore
Councilmember Tom DeCampi
Councilmember Michelle Ohley

APPROVAL OF MINUTES

The minutes of the October 22, 2018 Finance & Administration Committee of the Whole were submitted for approval. Councilmember Mastorakos made a motion, seconded by Councilmember Ohley, to approve the October 22, 2018 Finance & Administration Committee of the Whole minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the November 5, 2018 City Council meeting were submitted for approval. Councilmember Ohley made a motion, seconded by Councilmember Mastorakos, to approve the November 5, 2018 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

COMMUNICATIONS AND PETITIONS

Ms. Amy Mistler, 1 North Brentwood, St. Louis, stated that she was available to answer questions pertaining to Bill No. 3218 (P.Z. 08-2018 Homewood Suites [Keller Ventures, LLC]).

Ms. Ashley Weber, 257 Chesterfield Business Pkwy., stated that she was available to answer questions pertaining to Bill No. 3218 (P.Z. 08-2018 Homewood Suites [Keller Ventures, LLC]).

Mr. Mike Doster, 16090 Swingley Ridge Road, stated that he was available to answer questions pertaining to Bill No. 3218 (P.Z. 08-2018 Homewood Suites [Keller Ventures, LLC]).

INTRODUCTORY REMARKS

Mayor Nation announced that the next meeting of City Council has been scheduled for Monday, December 3, at 7 p.m.

APPOINTMENTS

There were no appointments.

COUNCIL COMMITTEE REPORTS

Planning/Public Works Committee

Councilmember Michelle Ohley, Chairperson of the Planning/Public Works Committee, reported that Bill No. 3218 (P.Z. 08-2018 Homewood Suites [Keller Ventures, LLC]) will be considered for adoption under the “Legislation – Planning Commission” portion of the agenda.

Councilmember Ohley reported that Bill No. 3220 (Chesterfield Hockey Association Agreement) will be read for the first time under the “Legislation” portion of the agenda.

Councilmember Ohley reported that Bill No. 3221 (Stop Signs at Lydia Hill and Veterans Place) will be read for the first time under the “Legislation” portion of the agenda.

Councilmember Ohley made a motion, seconded by Councilmember Hurt, to approve City Policy No. PW-39 (Special Activity Permits). A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Ohley made a motion, seconded by Councilmember Flachsbart, to approve funding for the 2019 Emerald Ash Borer Program through a transfer of \$419,000 from General Fund Fund Reserves. A roll call vote was taken with the following results: Ayes – Moore, Keathley, Mastorakos, McGuinness, Hurt, Ohley, DeCampi and Flachsbart. Nays – None. Whereupon the motion was declared passed.

Councilmember Ohley made a motion, seconded by Councilmember Hurt, to approve funding for the 2019 Snow Removal Recoupment Program through a transfer of \$163,021 from General Fund Fund Reserves. A roll call vote was taken with the following results: Ayes – Hurt, Keathley, Ohley, DeCampi, Mastorakos, Flachsbart, McGuinness and Moore. Nays – None. Whereupon the motion was declared passed.

Councilmember Ohley made a motion, seconded by Councilmember Mastorakos, to approve the requested time extension for (P.Z. 14-2016 18331, 18333 & 18335 Chesterfield Airport Rd. [LSL I, LLC and LSL II, LLC]). A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Ohley announced that the next meeting of this Committee has been scheduled for Thursday, December 6, at 5:45 p.m.

Finance and Administration Committee

Councilmember Barbara McGuinness, Chairperson of the Finance and Administration Committee, made a motion, seconded by Councilmember DeCampi, to approve the proposed 2019 Budget Resolution. A roll call vote was taken with the following results: Ayes – Keathley, Flachsbart, Ohley, Mastorakos, DeCampi, Moore, Hurt and McGuinness. Nays – None. Whereupon the successful resolution became Chesterfield Resolution No. 451.

Parks, Recreation & Arts Committee

Councilmember Dan Hurt, Chairperson of the Parks, Recreation & Arts Committee, indicated that he had no report this evening.

Public Health & Safety Committee

Councilmember Ben Keathley, Chairperson of the Public Health & Safety Committee, indicated that he had no report this evening.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that Bill No. 3222 (FOP Agreement) is scheduled for both first and second reading approval under the “Legislation” portion of the agenda.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

LEGISLATION

BILL NO. 3220 Authorizes the City of Chesterfield, Missouri to enter into and execute an Easement and Maintenance Agreement by and among Chesterfield Hockey Association, Inc., The Chesterfield Valley Transportation Development District, and the City in connection with a certain transportation development project in the City, and authorizes certain other actions in connection therewith **(First Reading) Planning & Public Works Committee recommends approval**

Councilmember Ohley made a motion, seconded by Councilmember Hurt, for the first reading of Bill No. 3220. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3220 was read for the first time.

BILL NO. 3221 Amends Schedule VI of the Model Traffic Ordinance of the City of Chesterfield by adding an all way stop condition at the intersection of Lydia Hill Drive and Veterans Place Drive **(First Reading) Planning & Public Works Committee recommends approval**

Councilmember Ohley made a motion, seconded by Councilmember Hurt, for the first reading of Bill No. 3221. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3221 was read for the first time.

BILL NO. 3222 Authorizes the Mayor of the City of Chesterfield to execute an agreement with the Fraternal Order of Police Lodge 15 as the Collective Bargaining Agent for Chesterfield Police Officers and Sergeants **(First & Second Readings) City Administrator recommends approval**

Councilmember McGuinness made a motion, seconded by Councilmember Ohley, for the first reading of Bill No. 3222. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3222 was read for the first time.

Councilmember McGuinness made a motion, seconded by Councilmember Ohley, for the second reading of Bill No. 3222. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3222 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3222 with the following results: Ayes – DeCampi, Mastorakos, Moore, Keathley, Ohley, McGuinness, Flachsbart and Hurt. Nays – None. Whereupon Mayor Nation declared Bill No. 3222 approved, passed it and it became **ORDINANCE NO. 3025**.

LEGISLATION – PLANNING COMMISSION

BILL NO. 3218 Repeals City of Chesterfield Ordinance 2916 and amends City of Chesterfield Ordinance 2723 to establish new uses and development criteria for 7.4 acres of land zoned “C-8” Planned Commercial District located at the northeast corner of the intersection of Chesterfield Parkway West and Hilltown Village Center (P.Z. 08-2018 Homewood Suites {Keller Ventures, LLC} 18S540149, 18S540150 and 18S540138) **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended**

Councilmember Ohley made a motion, seconded by Councilmember Hurt, for the second reading of Bill No. 3218. Councilmember Ohley made a motion, seconded by Councilmember Flachsbart, to amend Bill No. 3218 by removing the green sheet amendment previously incorporated into the Bill. A voice vote was taken with a unanimous affirmative result and the motion to amend was declared passed. A voice vote was taken on the main motion, as amended, with a unanimous affirmative result and the motion was declared passed. Bill No. 3218 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3218 with the following results: Ayes – Ohley, Moore, Mastorakos, DeCampi, McGuinness, Hurt, Keathley and Flachsbart. Nays – None. Whereupon Mayor Nation declared Bill No. 3218 approved, passed it and it became **ORDINANCE NO. 3026**.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:22 p.m.

Mayor Bob Nation

ATTEST:

Vickie J. Hass, City Clerk

APPROVED BY CITY COUNCIL: _____

AGENDA REVIEW – Monday 12/3/2018 – 5:30 PM

An AGENDA REVIEW meeting has been scheduled to start at **5:30 pm, on Monday, December 3, 2018.**

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

APPOINTMENTS

Mayor Nation has offered two re-appointments to the Architectural Review Board for this Monday's meeting.

Re-Appointments – Architectural Review Board

Richard Clawson and Matt Adams have been re-appointed to the Architectural Review Board for a new two-year term, which will expire 1/2/2021. Mayor Nation intends to nominate the two at the December 3, 2018 City Council Meeting.



DATE: November 26, 2018
TO: Michael O. Geisel, City Administrator
FROM: Vickie J. Hass, City Clerk *VJH*
SUBJECT: Statutory Committee Member Re-Appointments

Mayor Nation intends to nominate the following individuals for re-appointment at the December 3, 2018 City Council meeting:

Architectural Review Board

Richard Clawson
ACI Boland Architects
11477 Olde Cabin Road
St. Louis, MO 63141
Term expires 1/2/19
New two-year term expires **1/2/21**

Matt Adams
Adams Architectural Associates
P.O. Box 230
Chesterfield, MO 63005
Term expires 1/2/19
New two-year term expires **1/2/21**

This committee is limited to specific professional skills and there are no ward specifications.

Please list these re-appointments on the December 3 City Council agenda.

UPCOMING MEETINGS/EVENTS

- A. Thursday, December 6, 2018** – Planning and Public Works (5:45 pm)
- B. Monday, December 10, 2018** – Finance & Administration Committee (5:30pm)
- C. Monday, December 10, 2018** – Planning Commission (7 pm)
- D. Wednesday, December 12, 2018** – Public Health and Safety Committee (5:30 pm)
- E. Monday, January 7, 2019** – Next City Council Meeting (7pm)

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Ohley

Vice Chair: Councilmember Hurt

LEGISLATION

Bill No. 3220 - Chesterfield Hockey Association Agreement

An ordinance authorizing the City of Chesterfield, Missouri to enter into and execute an Easement and Maintenance Agreement by and among Chesterfield Hockey Association, Inc., The Chesterfield Valley Transportation Development District, and the City in connection with a certain transportation development project in the City, and authorizing certain other actions in connection therewith. **(Second Reading) Planning & Public Works Committee recommends approval.**

Bill No. 3221 - Stop Signs at Lydia Hill and Veterans Place

An ordinance amending Schedule VI of the Model Traffic Ordinance of the City of Chesterfield by adding an all way stop condition at the intersection of Lydia Hill Drive and Veterans Place Drive. **(Second Reading) Planning & Public Works Committee recommends approval.**

NEXT MEETING

The next meeting of the Planning & Public Works Committee is scheduled for Thursday, December 6, 2018 at 5:45 pm.

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

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember McGuinness

Vice-Chair: Councilmember Moore

There are no action items being forwarded from the Finance and Administration Committee for this Monday's meeting.

NEXT MEETING

The next Finance and Administration Committee meeting is scheduled for Monday, December 10 at 5:30 pm.

If you have any questions or require additional information please contact Finance Director Chris DesPlanques or me prior to Monday's meeting.

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember Hurt

Vice Chair: Councilmember Mastorakos

There are no action items being forwarded from the Parks, Recreation and Arts Committee for this meeting.

If you have any questions or require additional information, please contact Director of Parks, Recreation and Arts, Tom McCarthy or me prior to Monday's meeting.

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember Flachsbart

Vice Chair: Councilmember DeCampi

There are no action items from the Public Health and Safety Committee for this meeting.

NEXT MEETING

The next Public Health and Safety Committee meeting is scheduled for Wednesday, December 12 at 5:30 pm.

If you have any questions or require additional information, please contact Chief Ray Johnson or me prior today's meeting.

CITY ADMINISTRATOR'S REPORT

I have no action items for consideration at Monday's meeting.

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

UNFINISHED BUSINESS

There are no unfinished action items on the agenda for this meeting.

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

NEW BUSINESS

I am unaware of any New Business items for this meeting's agenda.

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

LEGISLATION

- A. Bill No. 3220** - An ordinance authorizing the City of Chesterfield, Missouri to enter into and execute an Easement and Maintenance Agreement by and among Chesterfield Hockey Association, Inc., The Chesterfield Valley Transportation Development District, and the City in connection with a certain transportation development project in the City, and authorizing certain other actions in connection therewith **(Second Reading) Planning & Public Works Committee recommends approval.**
- B. Bill No. 3221** - An ordinance amending Schedule VI of the Model Traffic Ordinance of the City of Chesterfield by adding an all way stop condition at the intersection of Lydia Hill Drive and Veterans Place Drive. **(Second Reading) Planning & Public Works Committee recommends approval.**

AN ORDINANCE AUTHORIZING THE CITY OF CHESTERFIELD, MISSOURI TO ENTER INTO AND EXECUTE AN EASEMENT AND MAINTENANCE AGREEMENT BY AND AMONG CHESTERFIELD HOCKEY ASSOCIATION, INC., THE CHESTERFIELD VALLEY TRANSPORTATION DEVELOPMENT DISTRICT, AND THE CITY IN CONNECTION WITH A CERTAIN TRANSPORTATION DEVELOPMENT PROJECT IN THE CITY, AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Chesterfield, Missouri (the “*City*”) has entered into an Intergovernmental Cooperation Agreement (the “*Transportation Agreement*”) among the City, St. Louis County, Missouri (the “*County*”) and the Chesterfield Valley Transportation Development District (the “*Transportation District*”), pursuant to which the various parties have provided for the responsibility for preliminary and final design, right-of-way acquisition, construction, administration and maintenance of each particular portion of the transportation projects identified in the Transportation Agreement (collectively, the “*Transportation Projects*”), and the Transportation District is responsible for providing funding for the Transportation Projects as provided for in the Transportation Agreement; and

WHEREAS, one authorized Transportation Project involves the construction of a parking lot (the “*Parking Lot*”) to support the development of a multi-sport ice facility (the “*Complex*”) by Chesterfield Hockey Association, Inc. (the “*Association*”); and

WHEREAS, in connection with the development of Complex, including the Parking Lot, the Association has agreed to grant to the City and the Transportation District an easement for the use of the Parking Lot; and

WHEREAS, in connection with the grant of such easement to the City and the Transportation District, the City, the Transportation District, and the Association desire to enter into that certain Easement and Maintenance Agreement substantially in the form of **Exhibit A** attached hereto and incorporated herein by reference (the “*Easement Agreement*”), which among other things, provides for the easement rights in favor of the City and the Transportation District respecting the Parking Lot and the maintenance and repair obligations of the Association respecting the Parking Lot; and

WHEREAS, the City Council of the City hereby finds and declares that it is desirable and in the best interests of the City that the City enter into the Easement Agreement substantially in the form attached hereto.

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 hereby approves the Easement Agreement in substantially the form set forth as **Exhibit A**, attached hereto and incorporated by reference.

Section 2. The City is hereby authorized to enter into, and the City Administrator of the City of Chesterfield and the City Clerk are hereby authorized and directed to execute, seal, attest and deliver, for and on behalf of the City, the Agreement, such other documents, certificates, or instruments as may be necessary or desirable to carry out and comply with the

intent of this Ordinance and with the provisions of the Easement Agreement.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2018.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD 11/19/2018

EXHIBIT A

[Follows]

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Easement and Maintenance Agreement

DATE OF DOCUMENT: _____, 20__

GRANTOR: CHESTERFIELD HOCKEY ASSOCIATION, INC.

Mailing Address: P.O. Box 335
Chesterfield, Missouri 63006
Attn: Mark Kraus

GRANTEES: CHESTERFIELD VALLEY TRANSPORTATION
DEVELOPMENT DISTRICT

Mailing Address: 690 Chesterfield Parkway West
Chesterfield, Missouri 63017
Attn: Executive Director

CITY OF CHESTERFIELD, MISSOURI

Mailing Address: 690 Chesterfield Parkway West
Chesterfield, Missouri 63017
Attn: City Administrator

LEGAL DESCRIPTION: **Exhibit B** attached hereto and incorporated herein by reference

REFERENCE BOOK & PAGE: N/A

Upon Recording Return to:

Robert Klahr, Esq.
Armstrong Teasdale LLP
7700 Forsyth Boulevard, Suite 1800
St. Louis, Missouri 63105

EASEMENT AND MAINTENANCE AGREEMENT

This EASEMENT AND MAINTENANCE AGREEMENT (this “*Agreement*”) is made and entered into as of this ___ day of _____, 20___ (the “*Effective Date*”) by and between CHESTERFIELD HOCKEY ASSOCIATION, INC., a Missouri nonprofit corporation (“*Grantor*”), the CHESTERFIELD VALLEY TRANSPORTATION DEVELOPMENT DISTRICT, a political subdivision of the State of Missouri (the “*District*”), and the CITY OF CHESTERFIELD, MISSOURI, a political subdivision of the State of Missouri (the “*City*” and together with the District, the “*Grantee*”).

RECITALS:

A. Grantor is the owner of certain real property located in the City of Chesterfield, County of St. Louis, and State of Missouri, as described on **Exhibit A**, attached hereto and incorporated herein by reference (“*Grantor’s Property*”), on which Grantor has constructed an ice and multi-sport facility (the “*Sportscomplex*”) and other improvements related thereto (together with the Sportscomplex, the “*Project*”); and

B. As part of the Project, Grantor has constructed or will construct certain transportation related improvements, including without limitation a _____ [square foot] [acre] parking lot together with the accompanying grading, drainage, pavement, curb, gutter, sidewalk, storm water facilities, structures (including any architectural treatments related thereto), signing, striping, lighting, traffic signals, landscaping or other similar or related infrastructure or improvements in connection with such parking lot (the “*Parking Lot*”), which Parking Lot is located on Grantor’s Property, as legally described on **Exhibit B**, attached hereto and incorporated herein by reference and depicted on **Exhibit C**, attached hereto and incorporated herein by reference; and

C. Grantor and District entered into that certain Transportation Development Agreement dated December 1, 2017 (the “*Development Agreement*”) and recorded on _____, 20___, with the St. Louis County, Missouri Recorder of Deeds in Book _____, Page _____, wherein the Grantor and District agreed to certain terms, conditions, obligations, and requirements in connection with the construction and development of the Project; and

D. Pursuant to the Development Agreement and in consideration of the District’s financing of the Parking Lot, the parties agreed to enter into this Agreement whereby Grantor would grant an easement in and to the Parking Lot for the benefit of Grantee, while reserving the right and obligation to maintain the Parking Lot, and Grantee would accept said easement in exchange for the mutual promises and considerations provided herein and in the Development Agreement.

WITNESSETH:

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, Grantor, the District, and the City hereby agree as follows:

1. **Easement**. Grantor hereby grants, gives and conveys to Grantee a non-exclusive right, privilege and easement to use the Parking Lot from time to time as legally described on **Exhibit B**, attached hereto and incorporated herein by reference and depicted on **Exhibit C**, attached hereto and incorporated herein by reference (the “*Easement Area*”), for the purposes of ingress and egress, public travel and parking of vehicles upon completion of construction of such Parking Lot (the “*Easement*”). Grantee’s Easement rights shall be shared in common with the invitees, licensees, employees, contractors and guests of Grantor and its tenants of the Project. The Easement shall terminate without any additional action of Grantor or Grantee upon the later of (i) the date upon which the Subordinate Bonds and any

Subordinate Obligations (as defined in the Development Agreement) are satisfied in full, or (ii) the date upon which the Impact Fee Payments (as defined in the Development Agreement) are satisfied and paid in full.

Grantor shall have the right, from time to time, to change the location of any portion of the Parking Lot on Grantor's Property provided such relocation does not reduce or unreasonably impair the usefulness or function of the portion of the Parking Lot which Grantor seeks to relocate and that access for pedestrian and vehicular traffic on Grantor's Property is not unreasonably restricted or its enjoyment in any way materially impaired by such changes. In such event, Grantor shall record with the St. Louis County Recorder of Deeds a certificate setting forth the legal description of such relocated Parking Lot as it exists on Grantor's Property.

Grantor, on behalf of itself and all future owners of Grantor's Property, expressly reserves all of its rights which are not inconsistent with the use and enjoyment of the Easement and this Agreement, including, without limitation, reasonable restrictions upon use of the Parking Lot, as follows:

(a) The storage of wrecked or disassembled vehicles in various stages of disrepair anywhere in the Parking Lot is expressly prohibited;

(b) No person shall park a vehicle in the Parking Lot for the principal purpose of displaying such vehicle for sale;

(c) No person shall park a vehicle in the Parking Lot for the principal purpose of repairing such vehicle except such repairs necessitated by an emergency;

(d) No person shall park any vehicle in the Parking Lot in such a manner or under such conditions as to leave available less than ten (10) feet of the width of roadway for free movement of vehicular traffic;

(e) No person shall park a vehicle with a gross licensed weight in excess of twelve thousand (12,000) pounds in the Parking Lot, except for a period of not to exceed two (2) hours for the purpose of and while actually engaged in loading and unloading merchandise or passengers;

(f) No person shall park a motor vehicle within the Parking Lot for a period of time exceeding six (6) hours during such hours that the Project is open to the general public; and

(g) No person shall park a motor vehicle within the Parking Lot for a period of time exceeding two (2) hours during such hours that the Project is not open to the general public.

2. **Maintenance by Grantor.** Grantor shall be solely responsible for any and all costs associated with the maintenance and replacement, if necessary, of the Easement Area and all improvements thereon, including all road paving, repair, snow and debris removal, or other necessary maintenance to make the Parking Lot safe and passable. If at any time Grantor shall, in the reasonable judgment of the District or the City, fail to adequately maintain and replace, if necessary, the Easement Area and all improvements thereon, the District or the City may, upon thirty (30) days prior written notice to Grantor (or, if such failure cannot be cured during such thirty (30) day period, then after expiration of such period as is reasonable and necessary to complete such cure provided Grantor has commenced and diligently pursued such cure prior to the expiration of such thirty (30) day period), arrange for the performance of such maintenance and replacement, if necessary, of the Easement Area, including all road paving, snow and debris removal, or other necessary maintenance as the District or the City deems

necessary to make the Parking Lot safe and passable. Grantor shall promptly reimburse the District or the City, respectively, for all reasonable costs and expenses of such maintenance and replacement, upon receipt of an invoice for the same. The District or the City's failure to perform any obligations of Grantor shall not alter the liability allocation hereunder.

3. **Security for Performance.** Grantor granted a Subordinate Deed of Trust and Security Agreement dated _____, 20____, and recorded on _____, 20____, in Book _____, Page _____ with the St. Louis County, Missouri Recorder of Deeds in favor of the District as security for Grantor's performance of its responsibilities and obligations under this Agreement and the Development Agreement, which encumbers the Parking Lot (the "***Deed of Trust***").

4. **Default by Grantor; Remedies.** If at any time Grantor shall, in the reasonable judgment of the District or the City:

- (a) Fail to properly perform its obligations under this Agreement, or
- (b) Fail to operate the Sportscomplex on Grantor's Property, or
- (c) Fail to make any payment (or re-payment) as provided under the Development Agreement, including, but not limited to, any Impact Fee Payment, then

The District or the City may, in their sole discretion, after written notice to Grantor and at least thirty (30) days' (or such additional time as is required by the Development Agreement or Deed of Trust) opportunity to cure, to exercise their rights under this Agreement and as permitted by law, including, but not limited to:

- (a) Upon written notice as provided herein, curing such default at Grantor's sole expense by Grantee arranging for the performance of such maintenance and replacement, if necessary, of the Easement Area, as provided herein; or
- (b) District exercising its rights under the Deed of Trust, including, but not limited to, foreclosing on the Parking Lot.

5. **Indemnification.** Grantor shall indemnify, hold harmless and defend Grantee from and against any and all of the claims, actions, suits, crossclaims, counterclaims, third party actions, damages, liabilities, and expenses, including reasonable attorneys' fees, sustained by Grantee or any third persons, in connection with loss of life, personal injury, bodily injury or damage to property, arising from or out of the negligence, willful misconduct, or violation of law by Grantor, its agents or contractors, and directly in connection with Grantor's breach of its obligations pursuant to this Agreement. Grantee shall indemnify, hold harmless and defend Grantor from and against any and all of the claims, actions, suits, crossclaims, counterclaims, third party actions, damages, liabilities and expenses, including reasonable attorneys' fees, sustained by Grantor or any third persons in connection with loss of life, personal injury, bodily injury or damage to property arising from or out of the negligence or willful misconduct of Grantee, its agents or contractors, only as it relates to activities in the Easement Area for purposes of maintenance by Grantee as may occur under this Agreement.

6. **Estoppel.** If requested by either Grantee or Grantor, the other party will within ten (10) days provide a written statement for the benefit of the other party and its assignee or lender stating that the Development Agreement, this Agreement, and the Deed of Trust, as all may be amended from time to time, is in full force and effect without modification or default, if the same be true, and such other reasonable provisions as may be requested.

7. **Notices.** All notices, consents, approvals and other communications which may be or are required to be given by either Grantor or Grantee under this Agreement shall be properly given only if made in writing and sent by (i) hand delivery, (ii) U.S. Certified Mail, Return Receipt Requested, or (iii) a nationally recognized overnight delivery service (such as Federal Express, UPS Next Day Air, Purolator Courier or Airborne Express), with all delivery charges paid by the sender and addressed to Grantor or Grantee, as applicable, as follows, or at such other address as each may request in writing. Such notices shall be deemed received on the date of delivery. The refusal to accept delivery shall constitute acceptance and, in such event, the date of delivery shall be the date on which delivery was refused. Said addresses for notices are to be as follows:

If to Grantor: Chesterfield Hockey Association, Inc.
P.O. Box 335
Chesterfield, Missouri 63006
Attn: Mark Kraus

With a copy to:

The Staenberg Group
2127 Innerbelt Business Center Drive, Suite 310
St. Louis, Missouri 63114
Attn: Tim Lowe

And a copy to:

Stinson Leonard Street LLP
7700 Forsyth Boulevard, Suite 1100
St. Louis, Missouri 63105
Attn: Thomas B. Smallwood

If to District: Chesterfield Valley Transportation Development District
690 Chesterfield Parkway West
Chesterfield, Missouri 63017
Attn: Executive Director

With a copy to:

Armstrong Teasdale LLP
7700 Forsyth Boulevard, Suite 1800
St. Louis, Missouri 63105
Attn: Robert Klahr

If to City: City of Chesterfield, Missouri
690 Chesterfield Parkway West
Chesterfield, Missouri 63017
Attn: City Administrator

8. **Attorneys' Fees.** If either party brings an action against the other based upon this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs of litigation and court costs from the other party.

9. **Entire Agreement; Successor and Assigns.** This Agreement and any instruments to be delivered by the parties pursuant to the provisions hereof constitute the entire Agreement between the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. This Agreement, and the Easement granted herein, shall run with and bind Grantor's Property and shall run with and benefit the Easement Area, the Parking Lot thereon as an appurtenance thereto, and the real property adjacent thereto.

10. **Modification; Waiver.** This Agreement shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto (or their successors and assigns). The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

11. **Authorization.** The parties hereto represent and warrant that they have the authority and power to enter into this Agreement and to consummate the transaction provided for herein. This Agreement constitutes a legal binding, valid and enforceable obligation of the parties, and there are no claims or defenses, personal or otherwise, or offsets whatsoever to the enforceability or validity of this Agreement.

12. **Execution.** This Agreement may be executed in electronic format and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(The remainder of this page is intentionally left blank.)

GRANTEE:

CHESTERFIELD VALLEY TRANSPORTATION
DEVELOPMENT DISTRICT

By: _____
Michael Geisel, Chair

ATTEST:

Bob Nation, Secretary

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

On this _____ day of _____, 20 ____, before me personally appeared Michael Geisel, the Chairman of the Chesterfield Valley Transportation Development District, known to me to be the person who executed the foregoing instrument, and did state that the seal affixed to the within instrument is the seal of said District and that said instrument was signed and sealed in behalf of said District by authority of its Board of Directors, and acknowledged to me that he executed the same for the purposes therein stated.

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

Notary Public

My Commission Expires: _____

GRANTEE:

CITY OF CHESTERFIELD, MISSOURI

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

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

On this _____ day of _____, 20____, before me personally appeared _____, the _____ of the City of Chesterfield, Missouri, known to me to be the person who executed the foregoing instrument, and did state that the seal affixed to the within instrument is the seal of said City and that said instrument was signed and sealed in behalf of said City by authority of its governing authority, and acknowledged to me that he executed the same for the purposes therein stated.

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

Notary Public

My Commission Expires: _____

EXHIBIT A

Legal Description of Grantor's Property

A tract of land being part of Lot 3 of the Nicholas Mueller Estate, according to the plat thereof as recorded in Plat Book 2 Page 25 of the Saint Louis County Records located in U.S. Survey 371, Township 45 North, Range 3 East, City of Chesterfield, Saint Louis County, Missouri and being more particularly described as:

Beginning at a Stone found at the southwest corner of above said Lot 3, said point also being located on the south line of said U.S. Survey 371 ; thence Northwardly along the West line of said Lot 3, North 12 degrees 15 minutes 59 seconds West, 823.42 feet to the southern right-of-way line of State Highway 40 T.R. Relocation as described in Cause No. 290860 of the Circuit Court of Saint Louis County, Missouri, said point also being located on a non-tangential curve to the left having a radius of 3,014.79 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 682.52 feet and a chord which bears South 77 degrees 28 minutes 50 seconds East, 681.06 feet to a point of tangency; South 83 degrees 57 minutes 58 seconds East, 122.32 feet; North 12 degrees 11 minutes 22 seconds West, 10.53 feet and South 83 degrees 57 minutes 58 seconds East, 56.38 feet; thence departing said right-of-way line, South 12 degrees 09 minutes 00 seconds East, 493.92 feet to the south line of above said U.S. Survey 371, said point also being located on the north line of a tract of land as conveyed to Clayton Forsyth Realty, LLC, by instrument recorded in Book 20873, Page 197 of above said records; thence along the north line of said Clayton Forsyth Realty, LLC tract and the north line of a tract of land as conveyed to Downtown Partners, LLC, by instrument recorded in Book 18763, Page 2637 South 77 degrees 51 minutes 00 seconds West, 705.00 feet to the northwest corner of said Downtown Partners, LLC tract; thence along the west line of last said tract, South 12 degrees 06 minutes 25 seconds East, 259.87 feet to the northern right-of-way line of Chesterfield Airport Road, variable width, said point also being located on a non-tangential curve to the right having a radius of 3,901.54 feet; thence along said right-of-way line and along said curve with an arc length of 114.13 feet and a chord which bears North 58 degrees 00 minutes 03 seconds West, 114.12 feet to the southeast corner of a tract of land as conveyed to Winter Brothers Material Company, by instrument recorded in Book 22034, Page 3765 of above said records, thence along the east line of said Winter Brothers Material Company tract, North 12 degrees 7 minutes 26 seconds West, 180.38 feet to the POINT OF BEGINNING. Containing 517,635 square feet or 11.883 acres, more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc. on September 10, 2018.

EXHIBIT B

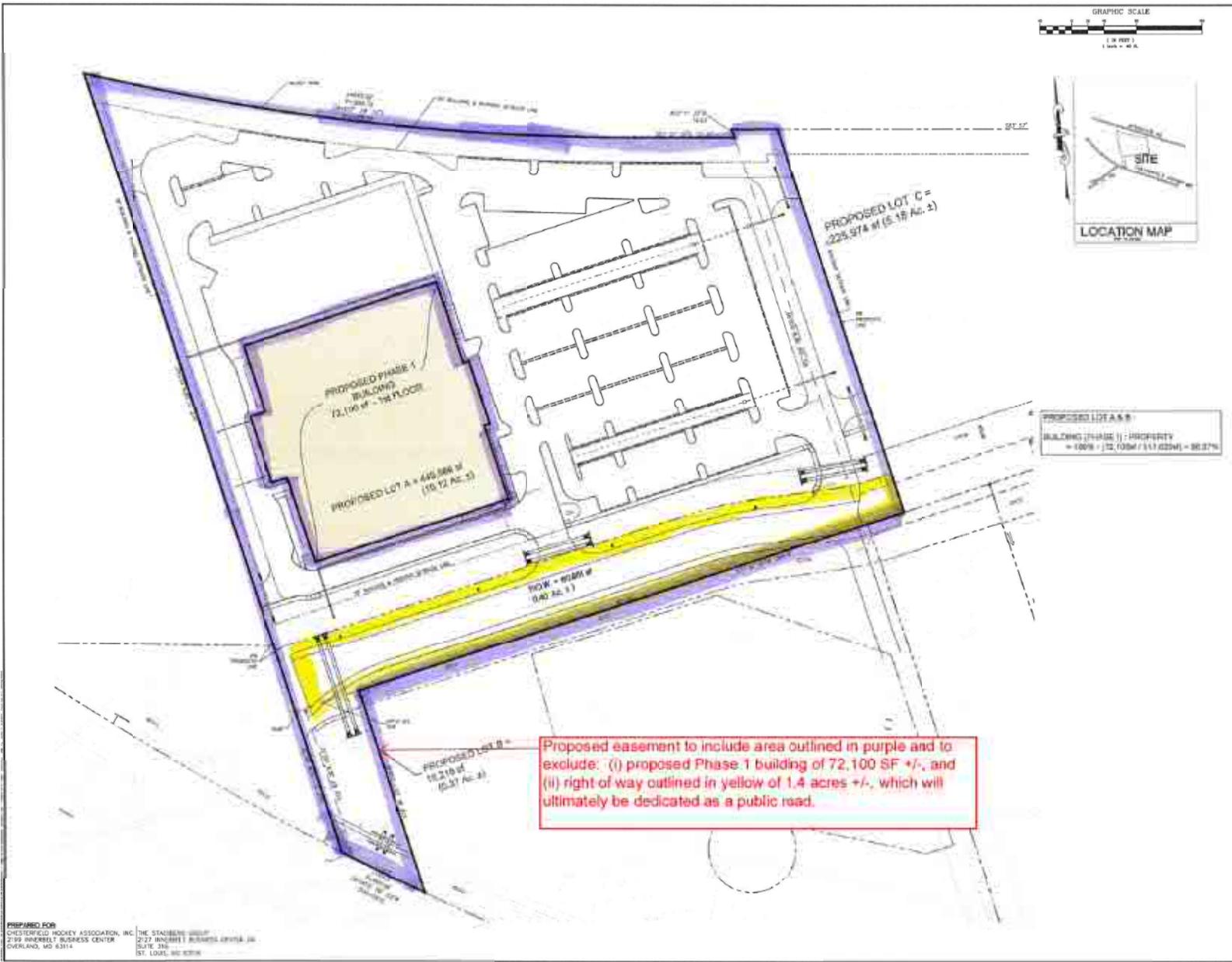
Legal Description of Parking Lot

[to be inserted]

EXHIBIT C

Map Depicting Parking Lot

[to be inserted]



BILL NO. 3221

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE VI OF THE MODEL TRAFFIC ORDINANCE OF THE CITY OF CHESTERFIELD BY ADDING AN ALL WAY STOP CONDITION AT THE INTERSECTION OF LYDIA HILL DRIVE AND VETERANS PLACE DRIVE.

WHEREAS, the intersection of the Riparian Trail and Lydia Hill Drive will soon be reconstructed in conjunction with the Watermark Development; and,

WHEREAS, the new design will include a crosswalk to accommodate Riparian Trail users desirous of accessing the trail from Central Park and,

WHEREAS, the City Engineer has reviewed the proposed plans and determined that the intersection meets the warrants for an all-way stop condition due to the generation of high traffic volumes; and,

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the all-way stop condition to the full City Council.

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

Section 1. Schedule VI of the Model Traffic Ordinance of the City of Chesterfield is hereby amended by adding the following provision thereto:

<u>Intersection</u>	Traffic on Highway, Road, Street or Alley
Lydia Hill Drive and	<u>Listed Below Shall Stop</u>
Veteran's Place Drive	All-way Stop

Section 2. In all other respects, Schedule VI of the Model Traffic Ordinance of the City of Chesterfield remains in full force and effect.

Section 3. The Public Works Director is hereby authorized to install all signage necessary to establish the all-way stop condition, in accordance with the Manual of Uniform Traffic Control Devices. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2018.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 11/19/18

Section 2B.06 STOP Sign Applications

Guidance:

- 01 *At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs (see Sections 2B.08 and 2B.09).*
- 02 *The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:*
- A. *The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;*
 - B. *A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or*
 - C. *Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.*

Support:

- 03 The use of STOP signs at grade crossings is described in Sections 8B.04 and 8B.05.

Section 2B.07 Multi-Way Stop Applications

Support:

- 01 Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.
- 02 The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

- 03 *The decision to install multi-way stop control should be based on an engineering study.*
- 04 *The following criteria should be considered in the engineering study for a multi-way STOP sign installation:*
- A. *Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
 - B. *Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*
 - C. *Minimum volumes:*
 - 1. *The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*
 - 2. *The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*
 - 3. *If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*
 - D. *Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.*

Option:

- 05 Other criteria that may be considered in an engineering study include:
- A. The need to control left-turn conflicts;
 - B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
 - C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
 - D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

LEGISLATION – PLANNING COMMISSION

No legislation has been forwarded from the Planning Commission for Monday's meeting.