



**AGENDA REVIEW MEETING  
CHESTERFIELD CITY COUNCIL  
Monday, March 16, 2015  
6:00PM**

1. **Appointments** – Mayor Bob Nation
  - A. **Architectural Review Board**
  
2. **Finance and Administration Committee** – Chairperson Derek Grier, Ward II
  - A. **Resolution No. 410** - Performing Arts Agreements
  
3. **Planning and Public Works Committee** – Chairperson Dan Hurt, Ward III
  - A. **Bill No. 2998** – Provides for the Approval of a Boundary Adjustment Plat – Four Seasons Plaza (**FIRST AND SECOND READINGS**)
  
  - B. **Bill No. 3016** – Provides for Acceptance of Terra Vista Drive and Terra Vista Court as Public Streets (**SECOND READING**)
  
  - C. **Bill No. 3017** – Provides for Acceptance of Pine Copse Path, Oak Stand Path, Oak Stand Court, Maple Rise Path and Willow Weald Path as Public Streets (**SECOND READING**)
  
  - D. **Bill No. 3018** – Provides for Installation of Stop Signs at Various Intersections Involving Pine Copse Path, Oak Stand Path, Oak Stand Court, Maple Rise Path and Willow Weald Path (**SECOND READING**)
  
  - E. **Bill No. 3019** – Provides for Acceptance of Park Circle Drive and Main Circle Drive as Public Streets (**SECOND READING**)
  
  - F. **Bill No. 3020** – Provides for Acceptance of Outlet Boulevard and Premium Way as Public Streets (**SECOND READING**)
  
  - G. **Bill No. 3021** – P.Z. 11-2014 – THF Chesterfield Development LLC (The Commons) (**FIRST READING; GREENSHEET AMENDMENT**) (**Note: Petitioner requests referral to 3/19 P/PW Committee meeting**)

H. **Bill No. 3023** – Provides for the Approval of a Lot Split – Boone’s Crossing Northeast Interchange, Lot 1 (**FIRST AND SECOND READINGS**)

I. **Bill No. 3024** – P.Z. 17-2014, Steve W. Wallace (H.V. Real Estate Corp.) (**FIRST READING**)

J. **Next Meeting** - Thursday, March 19, 2015 (5:30pm)

4. **Report from the City Administrator** – Michael G. Herring

A. **Liquor License Requests-**

1. **Jet's Pizza**, 1635 Clarkson Rd.
2. **TF Pie Chesterfield dba Pie Five Pizza Company**, 17215 Chesterfield Airport Rd.
3. **Total Wine & More**, 1781 Clarkson Rd.

B. **Recommendation** - Grant Acceptance - Playground Re-Surfacing (Central Park/CVAC)

C. **Recommendation** - Grant Acceptance - Eberwein Water Feature

D. **Recommendation** - Contract Extension - Aquatic Center Management Contract

E. **Recommendation** - Bid Award - 2015 Selective Slab Replacement - Project "A"

F. **Recommendation** - Bid Award - 2015 Selective Slab Replacement - Project "B"

G. **Recommendation** - Bid Award - 2015 Selective Slab Replacement - Project "C"

H. **Recommendation** - Aquatic Center – Maintenance Operations

I.

5. **Adjourn** –

6. **Executive Session** - (CLOSED MEETING) RSMo 610.021(3)

A. **Personnel matters**

**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.



**AGENDA**  
**CHESTERFIELD CITY COUNCIL MEETING**  
**Chesterfield City Hall**  
**690 Chesterfield Parkway West**  
**Monday, March 16, 2015**  
**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** – February 18, 2015
- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
  - A. Tuesday, April 7** – City Election Day
  - B. Wednesday, April 22** – Next City Council meeting (7pm)
- VII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
  - A. Presentation** – Employer Support of the Guard and Reserve – Chief Ray Johnson
- VIII. APPOINTMENTS** – Mayor Bob Nation
  - A. Architectural Review Board**

## **IX. COUNCIL COMMITTEE REPORTS**

### **A. Finance and Administration Committee – Chairperson Derek Grier, Ward II**

1. **Resolution No. 410** - Performing Arts Agreements

### **B. Planning and Public Works Committee – Chairperson Dan Hurt, Ward III**

1. **Bill No. 2998** – Provides for the Approval of a Boundary Adjustment Plat – Four Seasons Plaza (**FIRST AND SECOND READINGS**)
2. **Bill No. 3016** – Provides for Acceptance of Terra Vista Drive and Terra Vista Court as Public Streets (**SECOND READING**)
3. **Bill No. 3017** – Provides for Acceptance of Pine Copse Path, Oak Stand Path, Oak Stand Court, Maple Rise Path and Willow Weald Path as Public Streets (**SECOND READING**)
4. **Bill No. 3018** – Provides for Installation of Stop Signs at Various Intersections Involving Pine Copse Path, Oak Stand Path, Oak Stand Court, Maple Rise Path and Willow Weald Path (**SECOND READING**)
5. **Bill No. 3019** – Provides for Acceptance of Park Circle Drive and Main Circle Drive as Public Streets (**SECOND READING**)
6. **Bill No. 3020** – Provides for Acceptance of Outlet Boulevard and Premium Way as Public Streets (**SECOND READING**)
7. **Bill No. 3021** – P.Z. 11-2014 – THF Chesterfield Development LLC (The Commons) (**FIRST READING; GREENSHEET AMENDMENT**) (**Note: Petitioner requests referral to 3/19 P/PW Committee meeting**)
8. **Bill No. 3023** – Provides for the Approval of a Lot Split – Boone's Crossing Northeast Interchange, Lot 1 (**FIRST AND SECOND READINGS**)
9. **Bill No. 3024** – P.Z. 17-2014, Steve W. Wallace (H.V. Real Estate Corp.) (**FIRST READING**)
10. **Next Meeting** - Thursday, March 19, 2015 (5:30pm)

## **X. REPORT FROM THE CITY ADMINISTRATOR – Michael G. Herring**

### **A. Liquor License Requests -**

1. **Jet's Pizza**, 1635 Clarkson Rd.
2. **TF Pie Chesterfield dba Pie Five Pizza Company**, 17215 Chesterfield Airport Rd.
3. **Total Wine & More**, 1781 Clarkson Rd.

(Continued)

- B. **Recommendation** - Grant Acceptance - Playground Re-Surfacing (Central Park/CVAC)
- C. **Recommendation** - Grant Acceptance - Eberwein Water Feature
- D. **Recommendation** - Contract Extension - Aquatic Center Management Contract
- E. **Recommendation** - Bid Award - 2015 Selective Slab Replacement - Project "A"
- F. **Recommendation** - Bid Award - 2015 Selective Slab Replacement - Project "B"
- G. **Recommendation** - Bid Award - 2015 Selective Slab Replacement - Project "C"
- H. **Recommendation** - Aquatic Center – Maintenance Operations
- I.

**XI. OLD BUSINESS** – Mayor Bob Nation

**XII. NEW BUSINESS** – Mayor Bob Nation

**XIII. LEGISLATION**

- A. **BILL NO. 3016** - PERTAINS TO THE ACCEPTANCE OF TERRA VISTA DRIVE AND TERRA VISTA COURT AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD (**SECOND READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL**)
- B. **BILL NO. 3017** - PERTAINS TO THE ACCEPTANCE OF PINE COPSE PATH, OAK STAND PATH, OAK STAND COURT, MAPLE RISE PATH AND WILLOW WEALD PATH AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD (**SECOND READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL**)
- C. **BILL NO. 3018** - AMENDS ORDINANCE NUMBER 35, SCHEDULE VI, INTERSECTION STOPS, OF THE ORDINANCES OF THE CITY OF CHESTERFIELD BY ADDING PROVISIONS THERETO TO INCLUDE PINE COPSE PATH, OAK STAND PATH, OAK STAND COURT, MAPLE RISE PATH, AND WILLOW WEALD PATH (**SECOND READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL**)
- D. **BILL NO. 3019** - PERTAINS TO THE ACCEPTANCE OF PARK CIRCLE DRIVE AND MAIN CIRCLE DRIVE AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD (**SECOND READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL**)
- E. **BILL NO. 3020** - PERTAINS TO THE ACCEPTANCE OF OUTLET BOULEVARD AND PREMIUM WAY AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD (**SECOND READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL**)

#### **XIV. LEGISLATION – PLANNING COMMISSION**

- A. BILL NO. 2998 - PROVIDES FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR FOUR SEASONS PLAZA FOR A 16.26 ACRE TRACT OF LAND ZONED “C-2” SHOPPING DISTRICT AND “PC” PLANNED COMMERCIAL DISTRICT LOCATED SOUTH OF OLIVE BOULEVARD AND WEST OF WOODS MILL ROAD (16Q220719, 16Q210763 AND 16Q220690) (FIRST AND SECOND READINGS; DEPT. OF PUBLIC SERVICES RECOMMENDS APPROVAL)**
- B. BILL NO. 3021 - REPEALS CITY OF CHESTERFIELD ORDINANCE NUMBER 2081 TO MODIFY DEVELOPMENT CRITERIA AND USE RESTRICTIONS FOR A 160.195 ACRE TRACT OF LAND ZONED “C-8” PLANNED COMMERCIAL DISTRICT LOCATED BETWEEN US HIGHWAY 40/INTERSTATE 64 AND EDISON AVENUE AND EAST OF RHL DRIVE ( P.Z. 11-2014 THF CHHESTERFIELD DEVELOPMENT LLC [THE COMMONS] - 17T140253, 17U340067, 17U330112, 17T130166, 17T110212, 17T140143, 17U320102, 17U340089, 17U340100, 17U340111, 17U340144, 17T140341, 17T130144, 17U340155, 17U330091, 17T130089, 17T140165, 17T130155, 17U340090, 17T130133, 17U330123, 17U330101, 17T140132, 17T130210, 17T140187, 17U340078, 17T130188, 17T140088, 17T140330, 17U330255, 17U330321, 17T120741, 17U330288, 17T140101) . (FIRST READING; PLANNING COMMISSION RECOMMENDS APPROVAL; PLANNING/PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL, BUT ONLY IF AMENDED AS DETAILED WITHIN THE ATTACHED GREEN SHEET AMENDMENT)**
- C. BILL NO. 3023 - PROVIDES FOR THE APPROVAL OF A LOT SPLIT PLAT FOR BOONE’S CROSSING NE INTERCHANGE LOT 1, FOR A 4.167 ACRE TRACT OF LAND ZONED “PC” PLANNED COMMERCIAL DISTRICT LOCATED NORTH OF US HIGHWAY 40/INTERSTATE 64 AND IMMEDIATELY EAST OF ITS INTERSECTION WITH BOONE’S CROSSING (17U620172) (FIRST AND SECOND READINGS; DEPT. OF PUBLIC SERVICES RECOMMENDS APPROVAL)**
- D. BILL NO. 3024 - REPEALS CITY OF CHESTERFIELD ORDINANCE NUMBER 1328 TO MODIFY DEVELOPMENT CONDITIONS AND ADD LAND USES FOR A 2.93 ACRE TRACT OF LAND, MORE OR LESS, ZONED C8, PLANNED COMMERCIAL LOCATED SOUTHEAST OF THE INTERSECTION OF CHESTERFIELD AIRPPORT ROAD AND LONG ROAD {P.Z. 17-2014 STEVE W WALLACE (H.V. REAL ESTATE CORP.) 17U140441, 17U140450, 17U140461 & 17U140472}. (FIRST READING; PLANNING COMMISSION RECOMMENDS APPROVAL)**

#### **XV. ADJOURNMENT**

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

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**AGENDA REVIEW – Monday, March 16 – 6:00PM**

Please note that an AGENDA REVIEW meeting has been scheduled for **6:00pm**, on Monday, March 16, 2015. The enclosed AGENDA contains a list of those items to be discussed, by City Council, at this meeting.

As always, if you have any questions regarding any of the items contained within said AGENDA, please let me know. Additionally, if there is anything that you would like ADDED to said AGENDA, please contact either Mayor Nation, or me, prior to Monday's meeting.

**UPCOMING MEETINGS/EVENTS**

<b>Wednesday, March 18</b>	Citizen Volunteer Recognition Dinner (6:30)-Doubletree
<b>Thursday, March 19</b>	Planning & Public Works Committee (5:30pm)
<del><b>Monday, March 23</b></del>	<del>F&amp;A Committee (5:30pm)</del> Cancelled
<b>Monday, March 23</b>	Planning Commission (7pm)
<b>Thursday, March 26</b>	<b>HAPPY BIRTHDAY TO PARKS &amp; RECREATION DIRECTOR TOM MCCARTHY!</b>
<del><b>Thursday, March 26</b></del>	<del>Parks &amp; Rec Committee (5:30pm)</del>
<b>Tuesday, April 7</b>	City Election Day
<b>Sunday, April 12</b>	<b>HAPPY BIRTHDAY TO CITY CLERK VICKIE HASS!</b>
<b>Wednesday, April 22</b>	Next City Council meeting



## RECORD OF PROCEEDING

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

**FEBRUARY 18, 2015**

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

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

A roll call was taken with the following results:

PRESENT

ABSENT

Mayor Bob Nation  
Councilmember Barry Flachsbart  
Councilmember Nancy Greenwood  
Councilmember Derek Grier  
Councilmember G. Elliot Grissom  
Councilmember Mike Casey  
Councilmember Dan Hurt  
Councilmember Bruce DeGroot  
Councilmember Connie Fults

APPROVAL OF MINUTES

The minutes of the February 2, 2015 City Council meeting were submitted for approval. Councilmember Grissom made a motion, seconded by Councilmember Grier, to approve the City Council minutes. A voice vote was taken with an affirmative result (Councilmember Greenwood abstained) and the motion was declared passed.

## **INTRODUCTORY REMARKS**

Mayor Nation announced that the next meeting of City Council has been scheduled for Monday, March 2, at 7 p.m.

## **COMMUNICATIONS AND PETITIONS**

Jim Erickson, West Newsmagazine, presented City Clerk Vickie Hass with a certificate recognizing her as a 2014 Best of West award recipient. Ms. Hass was named Best Civic Servant for “her exceptional dedication to the residents of Chesterfield”.

Harvey Rosenberg, a candidate for City Council, from Ward I, who resides at 217 S. Greentrails Drive, spoke requesting City Council to override the Mayor’s veto of 4 different expenditure items contained within the FY2015 Budget.

Former-Mayor Bruce Geiger, who resides at 14787 Greenloch Court, spoke in support of overriding the Mayor’s veto of 4 items contained within the FY2015 Budget.

Former-City Councilmember, from Ward IV, Mary Brown, who resides at 62 Chesterfield Lakes Road, also spoke in support of overriding the Mayor’s veto of 4 items contained within the FY2015 Budget.

Ms. Darcy Capstick, Chairperson of the Citizens Committee for the Environment (CCE), along with various other members of CCE, recognized Girl Scout Troop No. 2534, Ozark Berry Farm, and Charity Sharity for a Green Team designation for their contributions and assistance with CCE efforts.

## **APPOINTMENTS**

There were no appointments.

## **COUNCIL COMMITTEE REPORTS**

### **Finance and Administration Committee**

Councilmember Derek Grier, Chairperson of the Finance and Administration Committee, made a motion, seconded by Councilmember Fults to override the Mayor’s veto pertaining to employee performance-based salary adjustments in the FY2015 Budget. A roll call vote was taken with the following results: Ayes – Flachsbert, Grissom, Hurt, Casey, Grier, Greenwood, DeGroot and Fults. Nays – None. Whereupon Mayor Nation declared the motion passed.

Councilmember Grier made a motion, seconded by Councilmember Fults, to override the Mayor’s veto pertaining to employee holiday grocery gift certificates in the FY2015 Budget. A roll call vote was taken with the following results: Ayes – Casey, Grissom,

Greenwood, Fults, DeGroot and Grier. Nays – Flachsbart and Hurt. Whereupon Mayor Nation declared the motion passed.

Councilmember Grier made a motion, seconded by Councilmember DeGroot, to override the Mayor’s veto pertaining to funding for “Superintendent of Arts and Entertainment” position and additional “Recreation Specialist” position. A roll call vote was taken with the following results: Ayes – Grissom, Hurt, Fults, Grier, Casey, Greenwood and DeGroot. Nays – Flachsbart. Whereupon Mayor Nation declared the motion passed.

Councilmember Grier made a motion, seconded by Councilmember Hurt, to override the Mayor’s veto pertaining to new Police Officers in the FY2015 Budget. A roll call vote was taken with the following results: Ayes – Casey, Grissom, Grier, DeGroot, Greenwood, Hurt, Flachsbart and Fults. Nays – None. Whereupon Mayor Nation declared the motion passed.

Councilmember Flachsbart made a motion, seconded by Councilmember Greenwood, to amend the FY2015 Budget to remove any mention of holiday gift certificates or funding for them and that the Finance & Administration Committee be directed at the start of the fourth quarter of the year to review the City’s finances and consider whether some sort of holiday gift certificate should be given to City staff. Clarification was made that if this amendment fails, the issue may be addressed at any time. A Councilmember need only request it be sent to the Finance & Administration Committee for review. Once reviewed by the Finance & Administration Committee, it may be brought before City Council for vote. A roll call vote was taken with the following results: Ayes – Flachsbart and Hurt. Nays – Grier, Casey, DeGroot, Greenwood, Fults and Grissom. Whereupon Mayor Nation declared the motion failed.

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, to refer to the F&A Committee the issue of how to determine the amount to be budgeted, annually, for performance-based salary adjustments. During discussion and in response to a question from Councilmember Grier, Councilmember Hurt clarified that he was requesting that this issue be addressed/resolved PRIOR to City Council’s adoption of the FY2016 Budget. Councilmember Grissom further explained the goal is to create an on-going process that considers various components, including cost-of-living and performance, as well as other factors while allowing salaries to remain competitive with other cities. A roll call vote was taken with the following results: Ayes – Hurt, Casey, Fults, Grier, Grissom, Flachsbart and Greenwood. Nays – DeGroot. Whereupon Mayor Nation declared the motion passed.

Councilmember Grier announced that the next meeting of this Committee has been scheduled for Monday, February 23, at 5:30 p.m. [Note: This meeting was subsequently cancelled, due to a lack of items requiring attention by the Committee, at this time.]

## **Planning/Public Works Committee**

Councilmember Dan Hurt, Chairperson of the Planning/Public Works Committee, reported that Bill No. 3016 (Provides for Acceptance of Terra Vista Drive and Terra Vista Court as Public Streets) will be read for the first time under the “Legislation” portion of the agenda.

Councilmember Hurt reported that Bill No. 3017 (Provides for Acceptance of Pine Copse Path, Oak Stand Path, Oak Stand Court, Maple Rise Path and Willow Weald Path as Public Streets) will be read for the first time under the “Legislation” portion of the agenda.

Councilmember Hurt reported that Bill No. 3018 (Provides for Installation of Stop Signs at Various Intersections Involving Pine Copse Path, Oak Stand Path, Oak Stand Court, Maple Rise Path and Willow Weald Path) will be read for the first time under the “Legislation” portion of the agenda.

Councilmember Hurt reported that Bill No. 3019 (Provides for Acceptance of Park Circle Drive and Main Circle Drive as Public Streets) will be read for the first time under the “Legislation” portion of the agenda.

Councilmember Hurt reported that Bill No. 3020 (Provides for Acceptance of Outlet Boulevard and Premium Way as Public Streets) will be read for the first time under the “Legislation” portion of the agenda.

Councilmember Hurt made a motion, seconded by Councilmember Grissom, to hold Bill No. 3021 (P.Z. 11-2014 – THF Chesterfield Development LLC [The Commons]), at the request of the petitioner, until the March 16, 2015 City Council meeting. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Hurt reported that Bill No. 3022 (Provides for Approval of Record Plat re: Resubdivision of Blue Valley, Plat 1, Lot 5) is scheduled for both first and second reading approval under the “Legislation – Planning Commission” portion of the agenda.

Councilmember Hurt announced that the next meeting of this Committee has been scheduled for Thursday, February 19, at 5:30 p.m.

## **REPORT FROM THE CITY ADMINISTRATOR**

Mr. Herring reported that Balkan Grocery, 13393 Olive Blvd., has requested a new liquor license, to sell all kinds of liquor in original package, not to be consumed on premise. Mr. Herring reported that, per City policy, this application has been reviewed and is now recommended for approval by both the Planning/Public Services Division and Police Department. Councilmember Casey made a motion, seconded by Councilmember

DeGroot, to approve issuance of a new liquor license to Balkan Grocery. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

### **OLD BUSINESS**

There was no old business.

### **NEW BUSINESS**

There was no new business.

### **LEGISLATION**

**BILL NO. 3016      PERTAINS TO THE ACCEPTANCE OF TERRA VISTA DRIVE AND TERRA VISTA COURT AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD (FIRST READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, for the first reading of Bill No. 3016. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3016 was read for the first time.

**BILL NO. 3017      PERTAINS TO THE ACCEPTANCE OF PINE COPSE PATH, OAK STAND PATH, OAK STAND COURT, MAPLE RISE PATH AND WILLOW WEALD PATH AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD (FIRST READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, for the first reading of Bill No. 3017. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3017 was read for the first time.

**BILL NO. 3018      AMENDS ORDINANCE NUMBER 35, SCHEDULE VI, INTERSECTION STOPS, OF THE ORDINANCES OF THE CITY OF CHESTERFIELD BY ADDING PROVISIONS THERETO TO INCLUDE PINE COPSE PATH, OAK STAND PATH, OAK STAND COURT, MAPLE RISE PATH, AND WILLOW WEALD PATH (FIRST READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, for the first reading of Bill No. 3018. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3018 was read for the first time.

BILL NO. 3019      PERTAINS TO THE ACCEPTANCE OF PARK CIRCLE DRIVE AND MAIN CIRCLE DRIVE AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD (**FIRST READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL**)

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, for the first reading of Bill No. 3019. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3019 was read for the first time.

BILL NO. 3020      PERTAINS TO THE ACCEPTANCE OF OUTLET BOULEVARD AND PREMIUM WAY AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD (**FIRST READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL**)

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, for the first reading of Bill No. 3020. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3020 was read for the first time.

**LEGISLATION – PLANNING COMMISSION**

BILL NO. 3022      PROVIDES FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE RESUBDIVISION OF CHESTERFIELD BLUE VALLEY PLAT 1, LOT 5, A 29.897 ACRE TRACT OF LAND ZONED “PC” PLANNED COMMERCIAL DISTRICT LOCATED ON THE NORTH SIDE OF OLIVE STREET ROAD, WEST OF ITS INTERSECTION WITH CHESTERFIELD AIRPORT ROAD (**FIRST & SECOND READINGS; PLANNING COMMISSION RECOMMENDS APPROVAL**)

Councilmember Hurt made a motion, seconded by Councilmember DeGroot, for the first reading of Bill No. 3022. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3022 was read for the first time.

Councilmember Hurt made a motion, seconded by Councilmember DeGroot, for the second reading of Bill No. 3022. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3022 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3022 with the following results: Ayes – Flachsbart, Hurt, Casey, Grier, Greenwood, Grissom, DeGroot and Fults. Nays – None. Whereupon Mayor Nation declared Bill No. 3022 approved, passed it and it became **ORDINANCE NO. 2833**.

**ADJOURNMENT**

There being no further business to discuss, Mayor Nation adjourned the meeting at 8:19 p.m.

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Mayor Bob Nation

**ATTEST:**

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Vickie J. Hass, City Clerk

## **PRESENTATION**

At Monday's meeting, a presentation will be made by the "Employer Support of the Guard and Reserve" (ESGR) organization, THANKING the City of Chesterfield and our Police Department, in particular, for its support of employees who currently serve in either the Guard or the Reserve.



# Chesterfield Police Memorandum



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Date: March 5,, 2015  
To: Mr. Michael Herring  
From: Chief Ray Johnson   
RE: March 16, 2015 Council Meeting Agenda Item

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The purpose of this memo is to request time on the agenda for the March 16, 2015 Council Meeting.

Mr. Andrew "Drew" Selman, Missouri Public Affairs Director for ESGR (Employer Support of the Guard & Reserve) and a Chesterfield resident is requesting that he and a high ranking member of the Missouri National Guard be allowed to make a presentation at the March 16, 2015 Council Meeting in order to recognize the City of Chesterfield, the Chesterfield Police Department and four police supervisors for their exemplary support of our personnel in the Guard and Reserves. The supervisors are Lt. Lehman, Sgt. Bruegenhemke, Sgt. Obermeyer and Sgt. Wickenhauser.

He is proposing a brief ceremony to include a presentation recognizing the City and the Police Department for their continued and on-going support of its employees in the Guard and Reserves. At the same time, they would be presenting four of our police supervisors with individual Patriot awards for their support of the Officer Ryan Broeker's family during his wife's recent five month deployment. Among other things, Broeker's supervisors worked with him to adjust his schedule in order to better accommodate his children's day care needs.

Based on Mr. Selman's request I request that this brief recognition ceremony be placed on the Council agenda for March 16, 2015.

  
3/5/15

## **APPOINTMENTS**

As detailed within the enclosed MEMO, prepared by City Clerk Vickie Hass, Mayor Nation is planning to nominate the following individuals to serve on the citizen committees, noted below. Appointments to statutory committees require both the Mayor's nomination and approval by City Council:

### **ARCHITECTURAL REVIEW BOARD (ARB)**

- **Mick Weber, c/o MW Weber Architects, 129 Long Road (Ward 2) – Two-year term, expiring 3/18/15**

**If you have any questions, please contact either Mayor Nation or the Councilmembers from the Wards shown.**



## MEMORANDUM

✓ MGH  
3/11/15

**DATE:** March 9, 2015  
**TO:** Michael G. Herring, City Administrator  
**FROM:** Vickie Hass, City Clerk  
**SUBJECT:** Re-Appointment to Architectural Review Board

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Mayor Nation intends to nominate the following individual for re-appointment at the March 16, 2015 City Council meeting:

### **Architectural Review Board**

Mick Weber  
MW Weber Architects  
129 Long Road  
Chesterfield, MO 63005  
New two-year term expires **3/18/17**

This re-appointment has the support of Councilmembers Grier and Grissom. Please list this re-appointment on the March 16 City Council agenda.

## **RESOLUTION NO. 410 - PERFORMING ARTS AGREEMENTS**

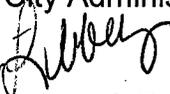
At Monday's meeting, F&A Committee Chairperson Derek Grier will seek City Council approval of **RESOLUTION NO. 410**. As described in the enclosed MEMO, prepared by Libbey Tucker, Community Services and Economic Development Director, **passage of this RESOLUTION will officially authorize the City Administrator to sign AGREEMENTS with both STAGES - ST. LOUIS and the ST. LOUIS CIVIC ORCHESTRA**, detailing services to be provided, by both entities, for the City of Chesterfield and its residents, during 2015. You will likely recall that this "house-keeping" function occurs each year, following the adoption of the budget.

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



Community Services & Economic Development  
636-537-6721

## M E M O

DATE: March 5, 2015  
TO: Mike Herring, City Administrator  
FROM: Libbey Tucker   
Community Services & Economic Development Director  
RE: Resolution for Performing Arts Agreements

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Attached are the annual contracts for performing art services between the City and Stages St. Louis and the St. Louis Civic Orchestra. The resolution authorizes the City Administrator to execute the contracts and expend funds in the 2015 budget to pay Stages St. Louis \$75,000 and the St. Louis Civic Orchestra \$25,000 to be paid out in quarterly payments. Each agreement outlines expectations of what they will deliver. I'd like to point out that Stages is now offering a 25 percent discount to residents for preview performances of each Mainstage show at the Robert Reim Theater, which we have featured in the latest Citizen Newsletter.

Please let me know if you have any questions regarding the agreements.

Attachments

  
3/6/15

RESOLUTION NO. 410

A RESOLUTION TO APPROVE CONTRACTS WITH STAGES ST. LOUIS AND THE ST. LOUIS CIVIC ORCHESTRA FOR PERFORMING ART SERVICES

WHEREAS, the City wishes to enter into a contract with Stages St. Louis and the St. Louis Civic Orchestra for performing art services, and;

WHEREAS, the City Council has budgeted certain monies for these services, and;

WHEREAS, the City Council has determined that it is in the best interest of the City and its citizens that these cultural agencies be engaged to provide performing art services to benefit the residents of Chesterfield.

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

1. That the City of Chesterfield hereby agrees to contract with Stages St. Louis and the St. Louis Civic Orchestra for performing art services as detailed in the attached contracts; and
2. That the City Administrator shall be authorized to execute said contract in a form similar to that as attached Exhibits A & B; and
3. That this Resolution shall be in full force and effect from and after its passage and approval.

Passed and approved this \_\_\_\_\_ day of March 2015.

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

ATTEST:

\_\_\_\_\_  
Vickie Hass, City Clerk

**ARTS CONTRACT BETWEEN THE  
CITY OF CHESTERFIELD, MISSOURI AND STAGES ST. LOUIS**

This Arts Contract ("Contract") made and entered into on this \_\_\_\_\_ day of March 2015, by and between the City of Chesterfield (hereinafter referred to as "City") and STAGES ST. LOUIS, a Missouri Not-for-Profit Corporation (hereinafter referred to as "STAGES").

The City, by and through its City Council, enters into this agreement with STAGES for the purpose of providing quality and diverse programming of the performing arts; to promote performing arts; and to provide performing arts education in the City of Chesterfield, Missouri and related events under the terms and conditions described herein.

**NOW THEREFORE** in consideration of the promises, agreements, covenants, and warranties set forth herein, the parties hereto agree as follows:

**Section 1. Scope of Services.**

STAGES shall perform the following services that shall be available to all the residents of the City during 2015:

- A. Performing Arts. STAGES will promote the performing arts through approximately 120 performances at the Robert Reim Theatre in Kirkwood and 12 performances at the Goldstein Hall, Kent Center for Theatre Arts. Additional performances will be presented throughout the St. Louis region, including the City of Chesterfield, by TeamSTAGES, a touring troupe of the area's most talented teens presenting authentic a cappella musical revues, and by Triple Threats, STAGES Performing Arts Academy's Advanced Musical Theatre Performance Group.

Stages will offer Chesterfield residents a 25% discount for STAGES "Preview" performances of each Mainstage show at the Robert G. Reim Theatre, per the performance dates as attached in Exhibit A.

- B. Educational Programs. At its Performing Arts Academy in the City of Chesterfield, STAGES will offer performing arts classes for all ages during its spring, summer and fall 2015 sessions. In addition to the core classes of voice, dance and drama, the curriculum will include Access the Arts programs for children with special needs, and the free interactive storytelling series Stories at STAGES. Scouting Workshops at STAGES provide opportunities for hundreds of Girl and Boy Scouts to earn their performing arts badges each year. Participants in these programs must have reservations, as space is limited.

Stages is offering Chesterfield Residents 10% off STAGES Academy Spring Break and Quarter 4 classes.

- C. Community Events. STAGES will present performing arts and educational components for various City of Chesterfield community events during 2015 including activities such as Stories @ Stages, Storytime with Stages in Central Park and the Sachs Branch Library.
- D. Public Art. STAGES will serve as Resource/Liaison to the City and businesses in the community in the area of performing arts and will assist in the City's Master Arts Plan. A representative of STAGES will be able to assist the City of Chesterfield as needed.

**Section 2. Payment**

The City shall pay STAGES Seventy Five Thousand Dollars (\$75,000.00) for services described in Section 1 above.

**Section 3. Fees For Admission.**

STAGES will not charge admission fees, entrance fees or other charges for certain activities identified in 1B as "free" or some of the activities outlined in Sections 1: C. STAGES may charge reasonable fees for performances and educational programs.

**Section 4. No Discrimination In Use or Facilities.**

STAGES, for itself, successors in interest and assigns, as a part of the consideration hereof, agrees that no person on the grounds of race, color, religion, creed, sex, age, ancestry, national origin, disability or veteran status shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in the use and enjoyment of services described in Section 1 above.

**Section 5. Representations and Warranties.**

In order to induce City to enter into this contract, STAGES makes the following representations and warranties:

STAGES is a not-for-profit corporation, duly organized, validly existing and in good standing under the laws of the State of Missouri; STAGES has all necessary power and authority to own and transfer its property and to transact the business in which it is engaged; STAGES has full power and authority to enter into this contract, to execute and deliver the documents required of STAGES herein, and to perform these obligations hereunder.

**Section 6.     Term.**

This Contract shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2015 unless sooner terminated by the parties.

**Section 7.     Legal Relations**

No employee, volunteer, board member or officer of STAGES shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to the City or STAGES by reason of entering into this Contract except as expressly provided herein.

**Section 8.     Notice**

All notices and other communications required, permitted, or desired to be given hereunder shall be in writing and shall be mailed by registered or certified mail, postage pre-paid, return receipt requested, or delivered by hand-delivery against receipt, or delivered by overnight delivery service to the following addresses:

If to STAGES:	Jack Lane Executive Producer STAGES ST. LOUIS 1023 Chesterfield Parkway East Chesterfield, Missouri 63017
With a copy to:	Michael Gibbons Stinson, Morrison Hecker, LLP 7700 Forsyth, Ste 1000 St. Louis, Missouri 63105
If to City:	Michael G. Herring, City Administrator City of Chesterfield, Missouri 690 Chesterfield Parkway West Chesterfield, Missouri 63017
With a copy to:	Robert M. Heggie Attorney at Law Stewart, Mittleman, Heggie & Henry, L.L.C. 222 S. Central Ave., Suite 501 St. Louis, Missouri 63105

Any notice given by registered or certified mail or by overnight delivery service shall be deemed to have been given on the date of the registration or certification thereof, or on the date deposited with the applicable overnight delivery service as the case may be, and any notice delivered by hand-delivery shall be deemed to have been given when actually delivered to the applicable address.

**Section 9. Entire Agreement.**

This Contract contains the entire agreement between STAGES and City and there are no other terms, conditions, promises, understandings, statements of representations, express or implied concerning the agreement contemplated hereunder. Any amendment, alteration, change, or modification hereof, shall not be effective unless set forth in a written instrument executed by STAGES and City.

**Section 10. Remedies cumulative.**

All rights, privileges, and remedies afforded either party by this Contract shall be deemed cumulative and the exercise of one such remedy shall not be deemed to be a waiver of any other right, remedy, or privilege provided for herein.

**Section 11. Partial invalidity.**

If any provisions of this Contract or the application thereof of any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

**IN WITNESS WHEREOF**, the undersigned have executed this Contract as of the date of first above written.

STAGES ST. LOUIS

City of Chesterfield, Missouri  
A Third-Class City Organized  
Under the laws of Missouri

By: \_\_\_\_\_  
JACK LANE  
Its "authorized representative"

By: \_\_\_\_\_  
MICHAEL G. HERRING  
Its City Administrator



**STAGES St. Louis 2015 Calendar of Events in Chesterfield**

- Stories @ STAGES: Interactive monthly readings and dramatic play for pre-K** . . . . . January 2015 – May 2015  
Turley Performing Arts Academy, Kent Center for Theatre Arts, 1023 Chesterfield Parkway East, Chesterfield, MO 63017
- STAGES Performing Arts Academy: Semester 2 Session** . . . . . January 5, 2015 – May 3, 2015  
Turley Performing Arts Academy, Kent Center for Theatre Arts, 1023 Chesterfield Parkway East, Chesterfield, MO 63017
- STAGES Performing Arts Academy: Quarter 3 Session** . . . . . January 5, 2015 – February 28, 2015  
Turley Performing Arts Academy, Kent Center for Theatre Arts, 1023 Chesterfield Parkway East, Chesterfield, MO 63017
- Triple Threats Performance** . . . . . February 7, 2015  
Chesterfield Mall, Chesterfield, MO 63017
- Performing Arts Academy Production: Shrek, The Musical Jr.** . . . . . February 13, 14, 15, 2015  
Goldstein Hall, Kent Center for Theatre Arts, 1023 Chesterfield Parkway East, Chesterfield, MO 63017
- Performing Arts Academy Showcase Week: Quarter 3** . . . . . February 23 - 28, 2015  
Kent Center for Theatre Arts, 1023 Chesterfield Parkway East, Chesterfield, MO 63017
- STAGES Performing Arts Academy: Quarter 4 Session** . . . . . March 2 – May 2, 2015  
Turley Performing Arts Academy, Kent Center for Theatre Arts, 1023 Chesterfield Parkway East, Chesterfield, MO 63017
- STAGES Performing Arts Academy Spring Break Session** . . . . . March 16 – 20, 2015  
Turley Performing Arts Academy, Kent Center for Theatre Arts, 1023 Chesterfield Parkway East, Chesterfield, MO 63017
- Performing Arts Academy Showcase Week: Full Year, Semester 2, and Quarter 4** . . . . . April 27 – May 3, 2015  
Goldstein Hall, Kent Center for Theatre Arts, 1023 Chesterfield Parkway East, Chesterfield, MO 63017
- Storytime with STAGES: In Central Park** . . . . . TBD, Summer, 2015  
Chesterfield Central Park, 16365 Lydia Hill Drive, Chesterfield, MO 63017
- STAGES Performing Arts Academy Summer Session: Classes and Performance Workshops** . . . . . June – August, 2015  
Turley Performing Arts Academy, Kent Center for Theatre Arts, 1023 Chesterfield Parkway East, Chesterfield, MO 63017
- Academy Performance Workshop Performance: A Year with Frog and Toad Kids, Ages 8-12** . . . . . June 26, 2015  
Goldstein Hall, Kent Center for Theatre Arts, 1023 Chesterfield Parkway East, Chesterfield, MO 63017
- Academy Performance Workshop Performance: Disney's Aristocats Kids, Access the Arts** . . . . . July 17, 2015  
Turley Performing Arts Academy, Kent Center for Theatre Arts, 1023 Chesterfield Parkway East, Chesterfield, MO 63017
- Academy Performance Workshop Performance: Legally Blonde, The Musical, Jr., Ages 13- 18** . . . . . July 31, 2015  
Goldstein Hall, Kent Center for Theatre Arts, 1023 Chesterfield Parkway East, Chesterfield, MO 63017
- Academy Playwriting Performance Workshop Performance: Where the Wild Things Are** . . . . . August 8, 2015  
Turley Performing Arts Academy, Kent Center for Theatre Arts, 1023 Chesterfield Parkway East, Chesterfield, MO 63017
- Stories @ STAGES: Interactive monthly readings and dramatic play for pre-K** . . . . . September 2015 – May 2016  
Turley Performing Arts Academy, Kent Center for Theatre Arts, 1023 Chesterfield Parkway East, Chesterfield, MO 63017
- STAGES Performing Arts Academy: 30 Week Full Year Session** . . . . . TBD September, 2015 – May, 2016  
Turley Performing Arts Academy, Kent Center for Theatre Arts, 1023 Chesterfield Parkway East, Chesterfield, MO 63017

**Events to be Scheduled**

A performance by Triple Threats and a TeamSTAGES Performance to be determined.

- Tali Liddell, Director of Education, has a meeting scheduled to discuss an amphitheatre performance
- TeamSTAGES traditionally performs at the Christmas Tree Lighting, needs to be scheduled.
- Triple Threats Performances can be scheduled by contacting Tali Liddell at the STAGES Performing Arts Academy at 636.449.5775.
- TeamSTAGES Performances can be scheduled by contacting Lisa Campbell Albert at STAGES St. Louis at 636.449.3938

Storytime with STAGES in Central Park to be scheduled, Summer, 2015

 **STAGES/City of Chesterfield Partnership Offers for 2015**

- 10% off STAGES Academy Spring Break and Quarter 4 classes
- 25% discount for STAGES “Preview” performances of each Mainstage show at the Robert G. Reim Theatre – performance dates as follows:
  - *Smokey Joe’s Café*
    - Friday, May 29, 8pm
    - Saturday, May 30, 4pm
    - Saturday, May 30, 8pm
    - Sunday, May 31, 2pm
    - Sunday, May 31, 7:30pm
    - Tuesday, June 2, 8pm
  - *Anything Goes*
    - Friday, July 17, 8pm
    - Saturday, July 18, 4pm
    - Saturday, July 18, 8pm
    - Sunday, July 19, 2pm
    - Sunday, July 19, 7:30pm
    - Tuesday, July 21, 8pm
  - *The Full Monty*
    - Friday, September 4, 8pm
    - Saturday, September 5, 4pm
    - Saturday, September 5, 8pm
    - Sunday, September 6, 2pm
    - Sunday, September 6, 7:30pm
    - Tuesday, September 8, 8pm

**Marketing Exposure for the City of Chesterfield**

- Listed on all direct mail pieces
  - *Smokey Joe’s Café* postcards to 12,000 households
  - Disney’s *The Aristocats* postcards to 12,000 households
  - *Anything Goes* postcards to 12,000 households
  - *The Full Monty* postcards to 12,000 households
    - A total of 48,000 postcards to households in the St. Louis Region
- Listed on all Guerilla Marketing Efforts
  - A total of 1,750 posters (500 each show and 250 TYA) distributed throughout the St. Louis Region
- Listed on all press releases as a STAGES supporter. Press releases are sent 10+ times per year and are sent to Regional and National media outlets.

- Listed as a supporter on STAGES Performing Arts Academy's Summer Camp Brochure (36,000) and the Fall Academy Brochure (an additional 36,000)
- Listed on all email blasts, up to 20 per year to 22,000 + email addresses
- Logo displayed on Lobby Signage at the Robert G. Reim Theatre in Kirkwood

**PERFORMING ARTS CONTRACT BETWEEN THE  
CITY OF CHESTERFIELD, MISSOURI AND ST. LOUIS CIVIC ORCHESTRA**

This Arts Contract ("Contract") made and entered into on this \_\_\_\_\_ day of March 2015, by and between the City of Chesterfield (hereinafter referred to as "City") and the St. Louis Civic Orchestra, a Missouri Not-for-Profit Corporation (hereinafter referred to as "SLCO").

The City, by and through its City Council, enters into this agreement with SLCO for the purpose of providing quality and diverse programming of the performing arts; to promote performing arts; and to provide performing arts education in the City of Chesterfield, Missouri and related events under the terms and conditions described herein.

**NOW THEREFORE** in consideration of the promises, agreements, covenants, and warranties set forth herein, the parties hereto agree as follows:

**Section 1. Scope of Services.**

SLCO shall perform the following services that shall be available to all the residents of the City during 2015:

- A. **Performing Arts.** SLCO will promote the performing arts through approximately 4 performances each year at the William D. Purser Center at Logan University in Chesterfield and 1 performance each year at the Chesterfield Amphitheater. SLCO may modify the location of its performances from time to time based on factors pertaining to appropriateness of venues, such as cost, schedule availability and audience development. SLCO will work to participate in additional community performances as arranged with City Staff.
- B. **Educational Programs.** SLCO currently sponsors the Florence Frager Young Artist Competition, which recognizes local high school performers who demonstrate excellence in music performance and intends to continue to recognize outstanding young musicians in its programming schedule. SLCO will consult with City about opportunities for future educational components of its operations.
- C. **Community Events.** In addition to the Chesterfield Amphitheater concert referred to in Section 1.A. above, SLCO will consult with City to determine other opportunities for performance within the scope of its operational capabilities. SLCO will consult with other arts organizations funded by City, such as Chesterfield Arts and Stages, to identify prospects for future collaborations among arts organizations.
- D. **Performing Arts.** SLCO will serve as Resource/Liaison to the City and businesses in the community in the area of performing arts and in achieving the City's goals as they relate to performing arts.

**Section 2. Payment**

The City shall pay SLCO Twenty Five Thousand Dollars (\$25,000.00) in quarterly payments of \$6250 for services described in Section 1 above.

**Section 3. Fees For Admission.**

SLCO will not charge admission fees for its annual performance at Chesterfield Amphitheatre. However, SLCO may charge reasonable fees for its other community performances and activities.

**Section 4. No Discrimination In Use or Facilities.**

SLCO for itself, successors in interest and assigns, as a part of the consideration hereof, agrees that no person on the grounds of race, color, religion, creed, sex, age, ancestry, national origin, disability or veteran status shall be excluded, from participation in, denied the benefits of or otherwise be subjected to discrimination in the use and enjoyment of services described in Section 1 above.

**Section 5. Representations and Warranties.**

In order to induce City to enter into this contract, SLCO makes the following representations and warranties:

SLCO is a not-for-profit corporation, duly organized, validly existing and in good standing under the laws of the State of Missouri; SLCO has all necessary power and authority to own and transfer its property and to transact the business in which it is engaged; SLCO has full power and authority to enter into this contract, to execute and deliver the documents required of SLCO herein, and to perform these obligations hereunder.

**Section 6. Term.**

This Contract shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2015 unless sooner terminated by the parties.

**Section 7. Legal Relations**

No employee, volunteer, board member or officer of SLCO shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to the City or SLCO by reason of entering into this Contract except as expressly provided herein.

**Section 8. Notice**

All notices and other communications required, permitted, or desired to be given hereunder shall be in writing and shall be mailed by registered or certified mail, postage pre-paid, return receipt requested, or delivered by hand-delivery against receipt, or delivered by overnight delivery service to the following addresses:

If to SLCO:            Larry Levin, President  
                              St. Louis Civic Orchestra  
                              P.O. Box 410053  
                              St. Louis, MO 63141

If to City:             Michael G. Herring, City Administrator  
                              City of Chesterfield, Missouri  
                              690 Chesterfield Parkway West  
                              Chesterfield, Missouri 63017.

With a copy to:        Robert M. Heggie  
                              Attorney at Law  
                              Stewart, Mittleman, Heggie & Henry, L.L.C.  
                              222 S. Central Ave., Suite 501  
                              St. Louis, Missouri 63105

Any notice given by registered or certified mail or by overnight delivery service shall be deemed to have been given on the date of the registration or certification thereof, or on the date deposited with the applicable overnight delivery service as the case may be, and any notice delivered by hand-delivery shall be deemed to have been given when actually delivered to the applicable address.

**Section 9. Entire Agreement.**

This Contract contains the entire agreement between SLCO and City and there are no other terms, conditions, promises, understandings, statements of representations, express or implied concerning the agreement contemplated hereunder. Any amendment, alteration, change, or modification hereof, shall not be effective unless set forth in a written instrument executed by SLCO and City.

**Section 10. Remedies cumulative.**

All rights, privileges, and remedies afforded either party by this Contract shall be deemed cumulative and the exercise of one such remedy shall not be deemed to be a waiver of any other right, remedy, or privilege provided for herein.

**Section 11. Partial invalidity.**

If any provisions of this Contract or the application thereof of any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

**IN WITNESS WHEREOF**, the undersigned have executed this Contract as of the date of first above written.

St. Louis Civic Orchestra

City of Chesterfield, Missouri  
A Third-Class City Organized  
Under the laws of Missouri

By: \_\_\_\_\_  
LARRY LEVIN  
President

By: \_\_\_\_\_  
MICHAEL G. HERRING  
City Administrator

## **RECOMMENDATIONS – PLANNING/PUBLIC WORKS (P/PW) COMMITTEE**

As detailed within the attached MINUTES, prepared by Mike Geisel, Director of Public Services, the P/PW Committee met on Thursday, 2/19/2015. **Nothing discussed or acted upon, by this Committee, at that meeting, requires discussion or action by City Council, at Monday's meeting.**

However, the following items will be discussed by P/PW Committee Chairperson Dan Hurt and require action by City Council, at Monday's meeting:

----**BILL NO. 2998** – Provides for the Approval of a Boundary Adjustment Plat – Four Seasons Plaza (**FIRST AND SECOND READINGS**) [NOTE: This item has been HELD, multiple times, at the request of the petitioner. Additionally, a CONFIDENTIAL COMMUNICATION, from City Attorney Rob Heggie, has been forwarded to each of you, for your review/consideration.]

----**BILL NO. 3016** – Provides for Acceptance of Terra Vista Drive and Terra Vista Court as Public Streets (**SECOND READING**)

----**BILL NO. 3017** – Provides for Acceptance of Pine Copse Path, Oak Stand Path, Oak Stand Court, Maple Rise Path and Willow Weald Path as Public Streets (**SECOND READING**)

----**BILL NO. 3018** – Provides for Installation of Stop Signs at Various Intersections Involving Pine Copse Path, Oak Stand Path, Oak Stand Court, Maple Rise Path and Willow Weald Path (**SECOND READING**)

----**BILL NO. 3019** – Provides for Acceptance of Park Circle Drive and Main Circle Drive as Public Streets (**SECOND READING**)

----**BILL NO. 3020** – Provides for Acceptance of Outlet Boulevard and Premium Way as Public Streets (**SECOND READING**)

----**BILL NO. 3021** – P.Z. 11-2014 – THF Chesterfield Development LLC (THE COMMONS) (**FIRST READING; GREENSHEET AMENDMENT**) [NOTE: Attached, please find a letter from the PETITIONER, asking that this item be forwarded to the Planning/Public Works Committee, for consideration/discussion at its 3/19 meeting.]

----**BILL NO. 3023** – Provides for the Approval of a Lot Split – Boone's Crossing Northeast Interchange, Lot 1 (**FIRST AND SECOND READINGS**)

----**BILL NO. 3024** – P.Z. 17-2014, Steve W. Wallace (H.V. Real Estate Corp.) (**FIRST READING**)

----**Next meeting** – 3/19/15 (5:30pm)

As always, if you have any questions, please contact P/PW Committee Chairperson Dan Hurt, any other member of this Committee, Mr. Geisel or me, prior to Monday's meeting.

Handwritten signature and date: 2/5/15



**MEMORANDUM**

TO: Michael G. Herring, City Administrator  
FROM: Mike Geisel, Director of Public Services  
SUBJECT: Planning & Public Works Committee Meeting Summary  
Thursday, February 19, 2015

A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, February 19, 2015, in Conference Room 101.

In attendance were: **Chair Dan Hurt** (Ward III), **Councilmember Connie Fults** (Ward IV), **Councilmember Nancy Greenwood** (Ward I), and **Councilmember Elliot Grissom** (Ward II).

Also in attendance were: Mayor Bob Nation; Councilmember Mike Casey (Ward III); Planning Commission Member Merrell Hansen; Mike Geisel, Director of Public Services; Jim Eckrich, Public Works Director/City Engineer; Aimee Nassif, Planning & Development Services Director; and Kathy Juergens, Recording Secretary.

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

**I. APPROVAL OF MEETING SUMMARY**

**A. Approval of the February 5, 2015 Committee Meeting Summary.**

**Councilmember Grissom** made a motion to approve the Meeting Summary of February 5, 2015. The motion was seconded by Councilmember Fults and **passed** by a voice vote of 3-0 with Councilmember Greenwood abstaining.

**II. OLD BUSINESS**

**A. River Valley Street Closure Request.**

**STAFF REPORT**

Mike Geisel, Director of Public Services, stated the residents of River Bend have requested that the City consider closing River Valley Drive due to a proposed development in Howard Bend Valley in Maryland Heights. Staff's presentation is not related to that development specifically, but rather the issue of any large development in the Howard Bend area of Maryland Heights which relies on River Valley Drive as a means of ingress/egress. If the Committee wishes to consider a road closure, additional due diligence will be required by Staff in the following areas:

- Communicate with public agencies/utilities.
- Review and report on the impact of the closure including the impact on Hog Hollow Road.
- Develop recommendations for physical implementation consistent with City standards.
- Develop cost estimates for physical implementation.

Mr. Geisel gave a PowerPoint presentation showing an aerial of the proposed development and the surrounding area and discussed the typical traffic flow in that area. Slides were shown of the proposed mixed use development in Maryland Heights and its close proximity to River Valley Drive and Hog Hollow Road.

Mr. Geisel referred to Maryland Height's comprehensive plan which includes a development plan and the allowable land uses within Howard Bend Valley, which is similar to Chesterfield's development plan for the Valley. Based on Maryland Height's projections, a development could include an estimated 28 million to 33 million square feet. As a comparison, the original proposal for Chesterfield Commons was 1 million square feet.

Maryland Heights' comprehensive plan also identifies transportation improvements that are necessary in order to facilitate development within Howard Bend Valley. They intend to extend River Valley Drive northward to Riverport and have identified a new interchange at Page Avenue (Hwy 364) and River Valley. Until recently, the extension of Baxter Road was also included in their capital improvement plan. However, their comprehensive plan now states they are not actively pursuing the extension of Baxter Road and identifies it as a County and Chesterfield initiative. They may still support the extension; however, it appears that they will not be participating in that project. From Chesterfield's perspective, the Baxter Road extension is critical for the region and is the single most important improvement for the City of Chesterfield as it impacts our transportation model.

The estimated 28-33 million square feet of development would generate between 220,000-330,000 vehicular trips per day. Projected daily traffic volumes in the area after transportation improvements estimate that the section of River Valley immediately north of Chesterfield would be carrying 25,000 cars per day. An excerpt from the Maryland Heights comprehensive plan states that "without specific systemic transportation improvements and enhancements, the local roadway network would be able to support only a small portion of the development envisioned within the planning area."

Several photos of River Valley Drive were shown. The roadway south of the intersection of Ridgecrest and River Valley meets current engineering standards. However, north of that intersection, there is an asphalt section that does not meet current standards. The City simply maintains the road in its current condition. The roadway includes steep hills and curvatures with a lack of drainage.

Hog Hollow Road is similar to River Valley Drive, in that it too has design issues that include steep slopes, dangerous intersections, lack of drainage, etc. Despite the City's best efforts, Hog Hollow is becoming increasingly difficult to maintain. The City has taken no position on whether the road should be closed.

## **DISCUSSION**

Councilmember Greenwood stated the City is always concerned with traffic impact from new developments. In this case, we have a mature neighborhood that has had some privacy. Now there is a possibility of a mixed use development that will greatly impact neighborhood traffic as motorists tend to take the shortest route, which in this case, will be through River Valley. She also noted the number of driveways off of River Valley Drive where homeowners will have difficulty entering the road because of the estimated 12,000 cars traveling daily along this roadway. Councilmember Greenwood requested an engineering study of River Valley Drive

and Hog Hollow Road. The residents have made their views known to Maryland Heights officials, but apparently they are not listening to the Chesterfield residents.

Mr. Geisel pointed out that this discussion is not related to any individual development but is associated with the inevitable development of the Howard Bend area.

Due to flooding in the area, Chair Hurt asked if any development is even economically feasible in this area. Mr. Geisel stated the vast majority of the land is out of the floodplain because the Howard Bend Levee has been improved to a 500-hundred year level of protection and they have an interior storm water drainage program. In response to Chair Hurt's question, Mr. Geisel stated that while Maryland Heights may encounter problems during development, he didn't think there would be any "deal killers" from a State or Federal regulatory standpoint.

### **RESIDENT COMMENTS**

Ms. Barbara McGuinness spoke on behalf of the residents. She was very appreciative of the City taking an interest in helping the residents. The thought of 33 million square feet of development a half a mile from their neighborhood is almost incomprehensible. They will not be able to survive the onslaught of development in Maryland Heights and they must have protection. They want to protect the character and integrity of the neighborhood. She expressed concern about the future of the neighborhood if the street is not closed and feels it may become just a cut-thru to Olive. In response to Chair Hurt's question, Ms. McGuinness stated they are still asking for full closure of River Valley Drive. She also confirmed that 87% of the residents approve the road closure, 8% are not in favor, and 5% are unsure.

Councilmember Fults asked if the proposed development is planning to use only River Valley Drive as a way into and out of the subdivision. Mr. Geisel confirmed that there are four areas on the McBride development drawing which show direct access to River Valley Drive. The only other road in the area is John Pellet Drive.

Ms. McGuinness pointed out there are no services located in that area so anyone needing gas or groceries will drive up River Valley Drive to Olive to access these services.

Councilman Grissom asked for clarification on what the study would encompass. Mr. Geisel delineated the following:

- Communicate with all involved agencies, which include adjacent cities, St. Louis County, the fire district and utility companies.
- Validate and determine the level of resident participation.
- Determine the method of closure if the road is to be closed.
- Show the impact to a motorist as a result of the road closure.
- Study can be performed in-house and will take approximately two months.
- Depending on the result of the study, Staff may or may not provide a recommendation for closure.
- All information will be compiled and presented to the Committee.

Councilmember Fults asked if the County will require the City to improve Hog Hollow Road if River Valley Drive is closed. Mr. Geisel stated that in the past, the City has communicated with the County and they have expressed no interest in Hog Hollow Road. One alternative for Hog Hollow Road would be for the City to vacate it. If that occurred, the County could accept it or the road would be turned over to adjacent property owners for private or utility use.

In response to Councilmember Casey's question regarding Hog Hollow, Mr. Geisel stated if River Valley is closed, there are still multiple points of access onto Olive Road for the residents of River Bend Estates and River Bend Addition. Hog Hollow is strictly a through street from Olive to Maryland Heights. There is no subdivision access from it. For the past ten years, it has been recognized and understood that an east-west connection from Maryland Heights' valley to Chesterfield Valley is critical. It is now not only being de-emphasized, it is being disowned by Maryland Heights.

Councilmember Casey asked about emergency vehicle access to the water plant if Hog Hollow was vacated or if River Valley was terminated. Mr. Geisel stated there are several possible configurations which would be included in the study. Another area of concern is access for service vehicles to the water plant.

Councilmember Casey recalled that a past Councilmember asked Staff look into improving Hog Hollow and asked if that study was conducted. Mr. Geisel stated it was. The City had a cooperative partnership with the developer of Briarcliff, of the prior Chesterfield Manor Nursing Home site, to substantially improve Hog Hollow. There are three public potable water lines in this area that are not completely within the right of way and the water company wanted 20% of \$1.6 million to relocate them. The total cost of the road improvement was \$4 million. When the Briarcliff project was abandoned, the City's ability to even initiate a project in excess of \$4 million was not feasible. There is also a secure communications pod that is located at the bottom of the first S-curve near Olive, which is located on private easement, which must be relocated with any road reconstruction. That pod is a \$150,000 telephone communications pod that cannot be put out of service, even temporarily.

**Councilmember Greenwood made a motion directing Staff to communicate with public agencies/utilities, review and report on impacts of closure, develop recommendations for physical implementation, and develop cost estimates for physical implementation of closing River Valley Drive.** The motion was seconded by Chair Hurt.

Councilmember Casey suggested the study include potential alternatives to closing River Valley Drive.

**Councilmember Greenwood made a motion to amend the original motion to include in the study of potential alternative solutions to closing River Valley Drive.** As the seconder of the motion, Chair Hurt accepted the amendment. The motion, as amended, **passed** by a voice vote of 4-0.

### **DISCUSSION AFTER THE MOTION**

Since Staff estimates a two-month time period to complete the study, Chair Hurt asked where the Maryland Heights project will be at that point. Ms. Nassif stated Maryland Heights is currently working with their consultants on changes to their comprehensive plan. The proposed project has been placed on hold until such time that their comprehensive plan is revised. Mr. Geisel indicated the McBride development is at least eight months away and that Ms. Nassif will remain in contact with Maryland Heights.

### **III. NEW BUSINESS**

None.

#### **IV. PROJECT UPDATES**

Due to time constraints, Ms. Aimee Nassif, Planning and Development Services Director, stated that she will email the Committee her presentation on project updates.

#### **III. OTHER**

None.

#### **IV. ADJOURNMENT**

The meeting adjourned at 6:15 p.m.

# City Council Memorandum Department of Public Services

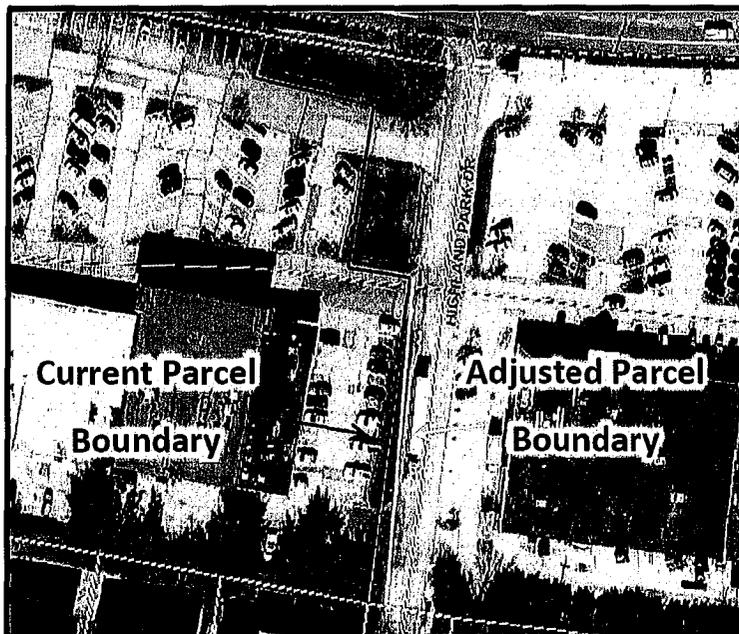


**To:** Michael Herring, City Administrator  
**From:** Aimee Nassif, Planning and Development Services Director  
**Date:** March 4, 2015  
**CC Date:** March 16, 2015  
**RE:** **Four Seasons Plaza, Boundary Adjustment Plat:** A Boundary Adjustment Plat for Four Seasons Plaza for a 16.26 acre tract of land zoned "C-2" Shopping District and "PC" Planned Commercial District located south of Olive Boulevard west of Woods Mill Road (16Q220719, 16Q210763, and 16Q220690).

DosterUllom LLC., on behalf of Caplaco Seven, Inc. and Dierbergs Four Seasons, Inc., has submitted a request for a Boundary Adjustment Plat for the Four Seasons Plaza shopping center located on the south side of Olive Boulevard and west of Woods Mill Road. This project was held at the Petitioner's request at the September 15, October 6, November 3, 2014, and January 5, 2015 City Council meetings.

The purpose of the Boundary Adjustment is to consolidate a 0.04 acre portion of Original Adjusted Lot 1 with Original Adjusted Lot 2. This small portion of Original Lot 1 consists of a sliver of the landscape island and internal drive area that serves Original Adjusted Lot 2 but falls within the boundary line of Original Adjusted Lot 1, as shown in the image below.

Attached to the legislation, please find a copy of the Boundary Adjustment Plat.



SEE BILL  
# 2998  
✓ MGN  
3/5/15



**DOSTERULLOM, LLC**  
ATTORNEYS AT LAW

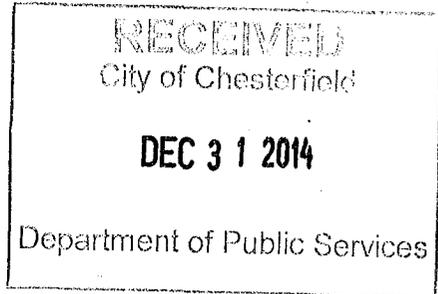
St. Louis  
16090 Swingley Ridge Road  
Suite 620  
Chesterfield, MO 63017  
(636) 532-0042  
(636) 532.1082 Fax

William B. Remis  
bremis@dosterullom.com

December 31, 2014

Via E-mail & U.S. Mail

Aimee Nassif  
Planning and Development Services Director  
City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, MO 63017



**RE: Four Seasons Plaza – Lot 1 & 2 Boundary Adjustment Plat**

Dear Aimee:

On behalf of my client, we hereby request the City Council at it's next meeting continue to hold on taking action on the above Boundary Adjustment Plat. We request the hold continue until the City Council meets again in March. Please contact the undersigned if you have any questions.

Thank you.

Very truly yours,

William B. Remis

WBR/kml  
cc: Pat Cunningham



STEWART, MITTLEMAN, HEGGIE, HENRY & ALBIN L.L.C.  
ATTORNEYS AT LAW

October 3, 2014

Mr. Michael G. Herring, ICMA-CM  
Attorney-Client Privileged  
City Administrator  
City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017

JMH  
10/7/14 VPS 10/7/14  
→ GEISEL  
NASSIF  
(DISTRIBUTED TO  
MAYOR/COUNCIL 10/6/14)

Re: **Boundary Adjustment Plat**

Dear Mike:

At the last City Council meeting, I was asked to determine what discretion the Council has to deny approval of a boundary adjustment plat.

The City's power to regulate the subdivision of land arises from R.S.Mo 89.400 et al, these statutes allow cities, with a planning commission, to regulate the subdivision of land. A city, acting under its powers to regulate the subdivision of land, acts in an administrative capacity. *State of Missouri ex rel Alexander and Lindsey, LLC v. Platte County*, 346 S.W.3d 411 (Mo. App. W.D. 2011).

In *State of Missouri ex rel John Schaefer v. Cleveland*, 847 S.W.2d 867 (Mo. App. E.D. 1992), the City of Kirkwood denied approval of preliminary and final plats that would create a "flag lot" that was allowed under the Kirkwood subdivision ordinance. The City Council felt the "flag lot" was "out of character" for the area and believed they had unlimited discretion to deny the subdivision plat. The Court noted that Kirkwood subdivision ordinance was enacted pursuant to R.S. Mo. §89.410 and the ordinance, while regulating standards such as street design, lot size and other areas, did not allow discretion for compatibility with the neighborhood character. The Kirkwood City Council was acting under its ministerial or administrative powers and only had discretion to determine if the plat met the requirements of the subdivision ordinance. There was no discretion to deny a plat that met the requirements of the subdivision ordinance.

Allan F. Stewart\*††  
Mark D. Mittleman  
Robert M. Heggie\*  
Deborah C. M. Henry  
Seth A. Albin\*  
Harold V. O'Rourke  
Katherine E. Henry

PARALEGALS  
Annie K. Grossmann  
Jennifer Lowry

OF COUNSEL  
Joseph R. Niemann

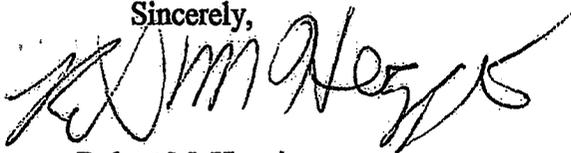
Chesterfield's subdivision ordinance, found in the Uniform Development Code, Article 2, sets out the requirements to subdivide land within the City; including the requirements for a boundary adjustment plat. A Chesterfield boundary adjustment cannot create an additional lot and cannot create an illegal lot. U.D.C. Art. 2-11(j). These are the only requirements for a boundary adjustment plat according to current city code.

Accordingly if a subdivision plat meets the terms of the City's ordinances regarding subdivisions then approval by the City Council is a ministerial duty and there is no legislative discretion for the Council to deny a subdivision plat, including a boundary adjustment plat.

Approval on a boundary adjustment plat does not change the underlying zoning on a site. Zoning is an area where the Council has legislative discretion. Approval of the Four Season's boundary adjustment plat in no way constitutes any approval or recommendation of the rezoning petition that is pending before the Planning Commission.

Please call if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert M. Heggie", written in a cursive style.

Robert M. Heggie



**DOSTER ULLOM  
& BOYLE, LLC**

**ATTORNEYS AT LAW**

St. Louis  
16090 Swingley Ridge Road  
Suite 620  
Chesterfield, MO 63017  
(636) 532-0042  
(636) 532.1082 Fax

Michael J. Doster  
mdoster@dubllc.com

March 5, 2015

Sent via E-Mail & First Class Mail

Michael G. Herring  
City Administrator  
City of Chesterfield  
690 Chesterfield Pkwy W  
Chesterfield, MO 63017-0670

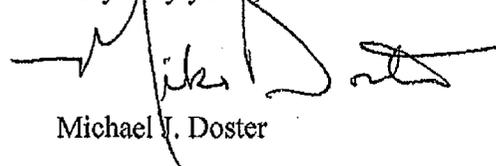
SEC BILL #  
3021  
✓ MGD  
3/5/15

**RE: PZ 11-2014 THF CHESTERFIELD DEVELOPMENT, LLC (THE COMMONS)  
ORDINANCE AMENDMENT**

Dear Mr. Herring:

The Petitioner has engaged the undersigned to work with Staff and the City Council in addressing the proposed "Green Sheet" amendments that would affect Lowe's. On behalf of the Petitioner, I respectfully request City Council to return the Bill and proposed "Green Sheet" amendments to the Planning and Public Works Committee for further consideration as the Petitioner is submitting to Staff additional information and proposed modifications that are more appropriately addressed and discussed in Committee before presentation to and consideration by the full Council. Please convey my request to the Mayor and the City Council. Thank you.

Very truly yours,

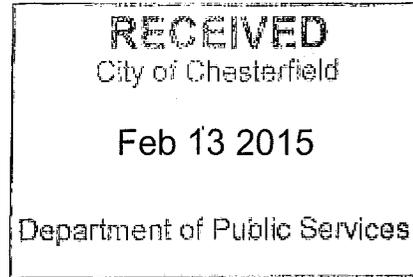


Michael J. Doster

MJD/kml



February 13, 2015



Mr. Jonathan D. Raiche  
City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017

**RE: City of Chesterfield Ordinance 2081  
THF Chesterfield Development, L.L.C. (Landlord)  
Chesterfield, MO**

Dear Mr. Raiche:

Thank you for taking my call this afternoon for providing clarification for tabling the ordinance.

We have been contacted by Lowes's, Inc., on behalf of Cedar Creek, the applicant, to postpone/table the ordinance changes until March 16, 2015. This will allow the applicant sufficient time to evaluate their options as a result of feedback obtained during the Planning & Public Works meeting held on February 5<sup>th</sup>.

Please note that this request brought before the city is from the applicant Cedar Creek. The applicant is working on behalf of Lowe's. All future correspondence as it relates to going before the city council will come from Cedar Creek. Landlord agrees to cooperate with the applicant's request. Landlord reserves the right to revoke and withdraw the zoning amendment from the zoning amendment process if Landlord reasonably determines that any conditions of approval may negatively impact the shopping center or the previous zoning amendments' conditions of approval.

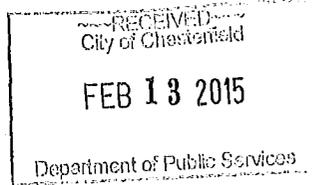
If you have any questions, please feel free to contact me.

Best regards,  
Staenberg Group, Inc.

A handwritten signature in black ink, appearing to read 'Steven C. Gatton', written in a cursive style.

Steven C. Gatton  
Asset Manager  
as agent for THF Chesterfield Development, L.L.C.

cc: Michael Staenberg



February 13, 2015

City of Chesterfield Missouri  
Attn: Jonathan Raiche, AICP  
690 Chesterfield Parkway West  
Chesterfield, MO 63017-0760

RE: PZ 11-2014 THF Chesterfield Development LLC (The Commons) Ordinance Amendment

Mr. Raiche:

Cedar Creek Consulting would like to postpone/table the ordinance amendment until March 16, 2015. This will allow the Cedar Creek and Lowe's sufficient time to evaluate our options as result of feedback we obtained from the Planning & Public Works meeting held on February 5<sup>th</sup>.

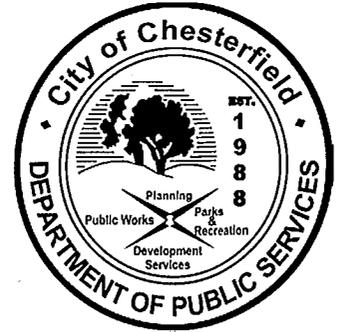
If you need any additional information or have any questions please contact me (405)778-3385.

Sincerely,

Lance Mills, PE

**City Council  
Memorandum  
Department of Public Services**

SEE BILL#  
3021  
✓MLN  
3/5/15



**To:** Michael Herring, City Administrator  
**From:** Aimee Nassif, Planning and Development Services Director  
**Date:** March 5, 2015  
**CC Date:** March 16, 2015

**RE: P.Z. 11-2014 THF Chesterfield Development LLC (The Commons):** A request for an ordinance amendment to Ordinance 2081 to modify development criteria and use restrictions for a 160.195 acre tract of land zoned "C-8" Planned Commercial District located between US Highway 40/Interstate 64 and Edison Avenue and East of RHL Drive (17T140253, 17U340067, 17U330112, 17T130166, 17T110212, 17T140143, 17U320102, 17U340089, 17U340100, 17U340111, 17U340144, 17T140341, 17T130144, 17U340155, 17U330091, 17T130089, 17T140165, 17T130155, 17U340090, 17T130133, 17U330123, 17U330101, 17T140132, 17T130210, 17T140187, 17U340078, 17T130188, 17T140088, 17T140330, 17U330255, 17U330321, 17T120741, 17U330288, 17T140101).

On February 13, 2015 the applicant submitted a request for the item to be held until the March 16, 2015 City Council Meeting. This request was approved by the City Council at the February 18, 2015 meeting. **On March 5, 2015, the applicant submitted a request for the item to be returned to the Planning & Public Works Committee for further consideration before being considered by the full City Council.** The written request from the applicant is attached to this report. The remainder of this report describes the item with recommendations from the February 5, 2015 Planning & Public Works meeting.

Cedar Creek Consulting Inc., on behalf of THF Chesterfield Development LLC, has submitted a request for an ordinance amendment to amend various requirements governing the operations of Chesterfield Commons. These amendments include items for two specific anchor tenant spaces in the larger Chesterfield Commons development currently occupied by Lowe's and Walmart. It is important to note that while Lowe's (westernmost tenant) and Walmart (easternmost tenant) are referenced throughout this project, the ordinance amendments are specific to the tenant spaces regardless of what tenant occupies that space. A summary of the requested amendments is provided in the table on the next page.

	<b>Existing</b>	<b>Proposed</b>
<b>Normal Retail Hours</b> (Westernmost Tenant Only)	7 a.m. – 11 p.m.	6 a.m. – 11 p.m.
<b>Outdoor Storage/Sales (Time)</b> (Westernmost Tenant Only)	Restricted to 3/15 through 10/15	All year
<b>Outdoor Storage/Sales (Area)</b> (Westernmost Tenant Only)	3,200 sq. ft. located according to existing Exhibit A.	Limited to areas on Revised Exhibit A, approximately 5,000 sq. ft., with a maximum height of 8 feet.
<b>Outdoor Storage/Sales (Area)</b> (Westernmost Tenant Only)	Storage of plants, soil, mulch. Not in shipping containers.	Storage of any items. Not in shipping containers or on pallet racks.
<b>Outdoor Storage (Seasonal)</b> (Easternmost Tenant's Garden Center)	Not Currently Permitted	October 15 – January 31. Limited to areas on Exhibit B, approximately 3,000 sq. ft. All sides must be screened.
<b>Outdoor Storage (Permanent)</b> (Behind Easternmost Tenant)	Not Currently Permitted	All Year. Limited to areas on Exhibit B, approximately 2,500 sq. ft.

The applicants have provided Exhibits A and B that are attached as exhibits to the Attachment A so that the location of the approved outdoor areas are specified and will be a part of the legislation.

A Public Hearing relative to this petition was held at the October 13, 2014 Planning Commission meeting. At this meeting, the concerns raised included, but were not limited to limiting the scope of the request, pedestrian and traffic concerns, and height restrictions for stored materials.

The requested items relative to Walmart were not originally a part of the request, but were added to the request before the Issues Meeting. An Issues Meeting was held on November 24, 2014 to discuss the changes made by the applicant in response to those items raised at the Public Hearing along with the expansion of the request to include Walmart.

A subsequent Vote Meeting at the Planning Commission was held on January 26, 2015. During the Vote Meeting, the items that were discussed by the Planning Commission included, but were not limited to, the requirement for screening the proposed storage at the site currently occupied by Walmart. Walmart has proposed that the additional seasonal storage located inside the existing Garden Center would be screened by a combination of black powder-coated steel gates (matching the existing fence at the Garden Center) with a 95% opaque screening fabric. Ultimately, the Planning Commission made a motion to approve the request with the amendment to prohibit the use of pallet racks in the proposed area at Lowe's which is reflected in Section I.B.6.b. of the Attachment A. The motion, as amended, was approved by a vote of 6-0.

This petition was reviewed by the Planning and Public Works Committee on February 5, 2015. During this meeting, there was discussion on many items which included, but were not limited to, the following:

- 1) Maximum height of permitted storage (Walmart & Lowe's),
- 2) Type of items permitted to be stored in these areas (Lowe's),
- 3) Traffic circulation adjacent to proposed storage areas (Lowe's),
- 4) Maintaining the existing seasonal storage time period (Lowe's), and
- 5) Maintaining the existing retail hours of operation (Lowe's).

Each of the items listed above were incorporated into six (6) separate Greensheet amendments which are attached to this report. The Committee approved these Greensheet amendments by a vote of 3-0. The Committee then voted 3-0 to forward the petition to City Council with a recommendation to approve as amended.

Attached to the legislation, please find a copy of the Greensheet Amendments, the Attachment A with Exhibits A and B, and the Outboundary Survey.

JEG BILL #  
3023  
✓MGT  
3/5/15



# City Council Memorandum

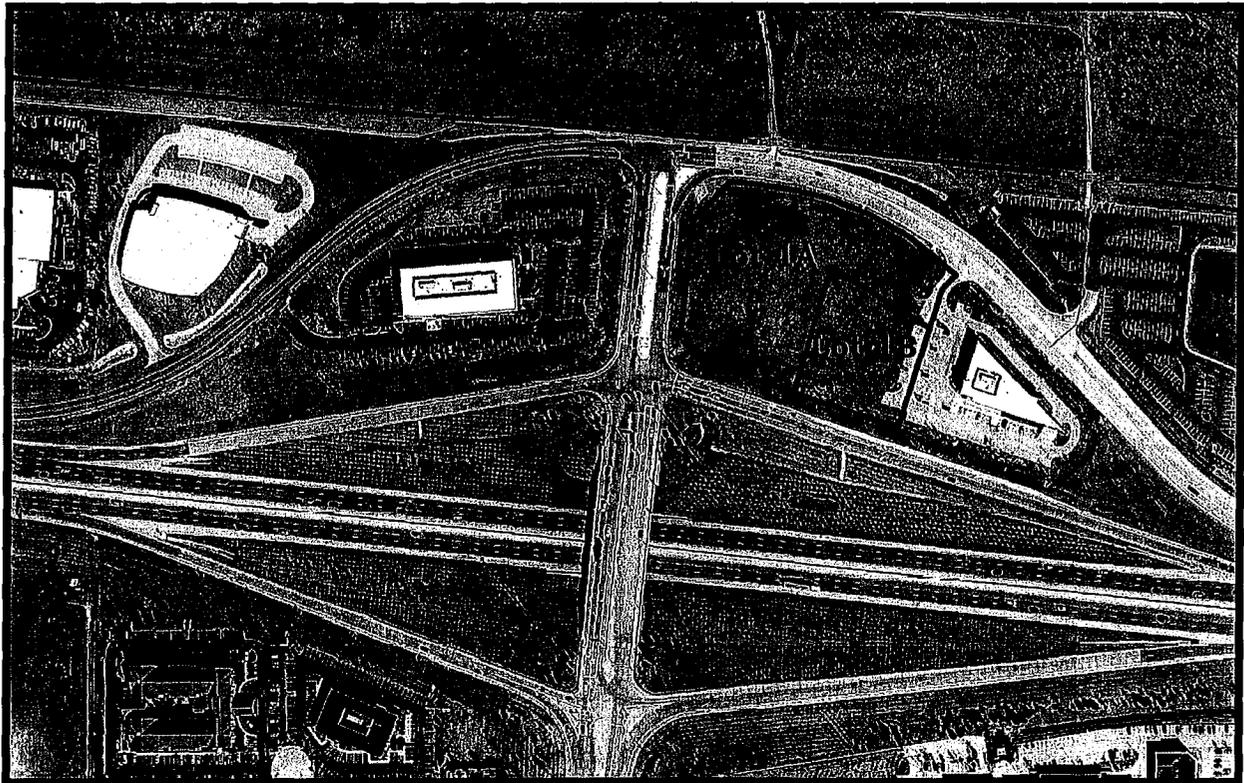
## Department of Public Services

**To:** Michael Herring, City Administrator  
**From:** Aimee Nassif, Planning and Development Services Director  
**Date:** March 4, 2015  
**CC Date:** **March 16, 2015**  
**Re:** **Boone's Crossing NE Interchange Lot 1, Lot Split:** A Lot Split Plat for a 4.167 acre tract of land zoned "PC" Planned Commercial District located north of US Highway 40/Interstate 64 and immediately east of its intersection with Boone's Crossing (17U620172).

Grimes Consulting, Inc., on behalf of Midwest Regional Bank, is requesting a Lot Split to divide one (1) lot into two (2) separate parcels of land of 2.987 acres (Lot 1A) and 1.180 acres (Lot 1B) in size.

The purpose of the Lot Split is to subdivide Lot 1 to allow future development.

Attached to the legislation, please find a copy of the Lot Split Plat.





SEE BILL #  
3024

✓ MGF  
3/12/15

## City Council Memorandum

### Planning and Development Services Division

**To:** Michael Herring, City Administrator  
**From:** Aimee Nassif, Planning and Development Services Director  
**Date:** March 11, 2015  
**CC Date:** March 16, 2015  
**Re:** **P.Z. 17-2014 Steve W Wallace (H.V. Real Estate Corp):** A request for an amendment to Ordinance 1328 to modify development conditions and add uses for a 2.93 acre tract of land, more or less, zoned "C-8" Planned Commercial located southeast of the intersection of Chesterfield Airport Road and Long Road (17U140441, 17U140450, 17U140461, and 17U140472).

DosterUllom & Boyle, LLC, on behalf of Automotive and Trailer II, LLC, has submitted a request for an amendment to Ordinance 1328 to add a use beyond those originally included within this C8 Planned Commercial District. The request as documented on the February 19, 2015 Written Narrative only wishes to add one use, Vehicle Repair and Service Facility, to the permitted uses for this development. Previous requests for amendments to development conditions and other uses have been removed from this application.

When this petition was originally filed and heard at the Public Hearing on January 12, 2015, a number of amendments were requested. Originally the petitioner requested 33 new land uses in addition to amendments to development criteria such as;

- Removal of the 2,100 square foot limitation on Oil Change Facilities,
- Expansion of the existing structure on Lot 2, and
- Amending the parking setback along the southern property line from 10 feet to 3 feet.

Multiple issues were identified at the Public Hearing including; concerns on open space with the addition of a drive lane, the need for a drive lane, intensity and number of proposed uses and negative effects of parking demand generated by those uses, and concern with removing the size limitation for the Oil Change Facility.

As mentioned above, the applicant has changed due to the selling of Lot 2 to a new owner and therefore the request has changed to what is outlined in the Written Narrative dated February 19, 2015 prior to the Issues Meeting. A summary of the request is as follows;

- The previous use list has been updated to include one additional use, Vehicle Repair and Service Facility.
- A 2,100 square foot limitation on the Oil Change Facility will remain as currently required in Ordinance 1328.
- No site changes are proposed; therefore, the request to add the drive lane on the south, expand the existing building and the request to amend the parking setback along the south property line is removed. The setback as originally approved in Ordinance 1328 of ten (10) feet shall remain.
- With no proposed changes to the existing site, the requirement for the Preliminary Plan is no longer necessary and has been removed.

During the Issues Meeting on February 23, 2015 the Planning Commission was made aware of the changes to the petition. These changes alleviated all previous issues identified at the Public Hearing. No additional issues were made by the Planning Commission and a Vote Meeting was held on March 9, 2015 with the Planning Commission voting 7-0 to recommend approval of this petition. Associated with this recommendation, Staff included an Attachment A for the petition. **All conditions from Ordinance 1328 not requested to be amended by this petition have been included in the new Attachment A plus new conditions as follows;**

- **In addition to the Oil Change Facility, the Vehicle Repair and Service Facility land use is recommended to be limited to 2,100 square feet.**
- **Outdoor storage of derelict, wrecked or dismantled vehicles is prohibited.**
- **Unscreened outdoor storage is prohibited.**

Attached are the Updated Narrative, Legislation and Attachment A.

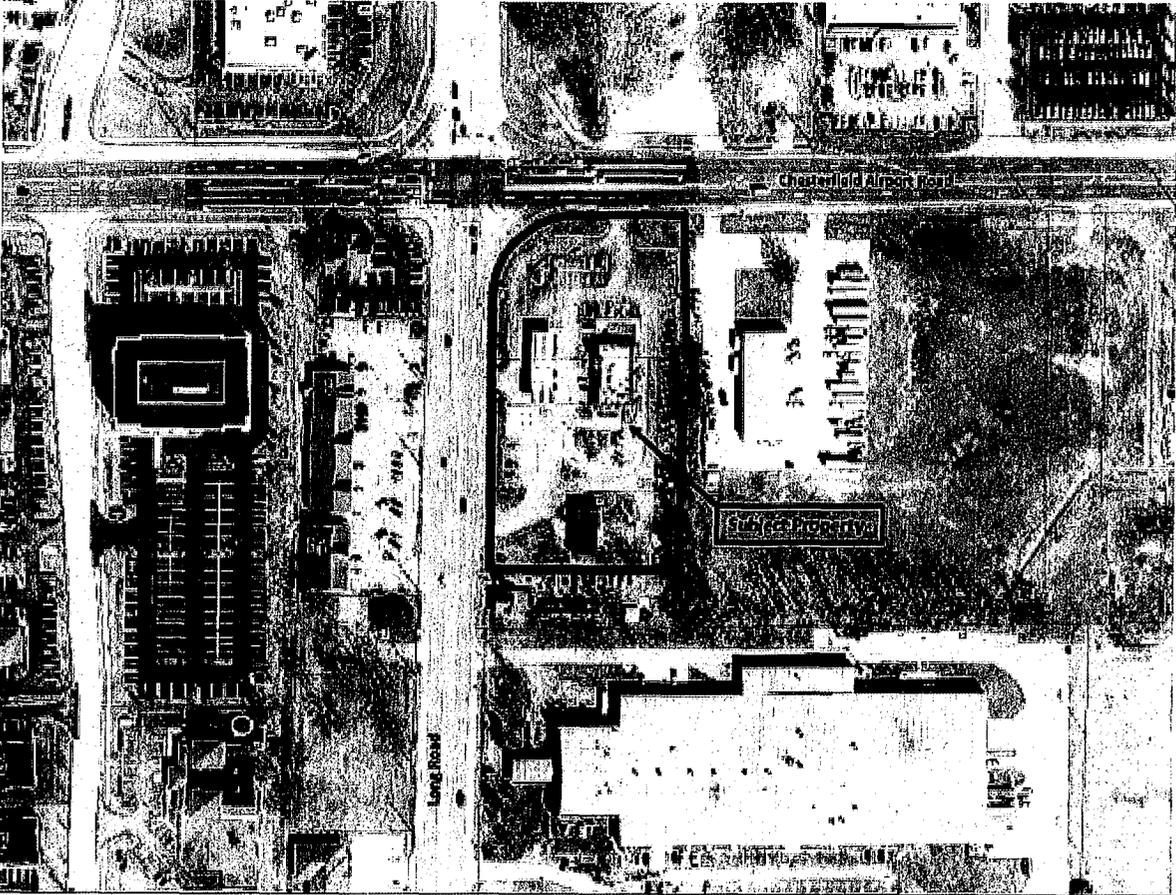


Figure 1: Aerial Photo



**DOSTER ULLOM  
& BOYLE, LLC**  
ATTORNEYS AT LAW

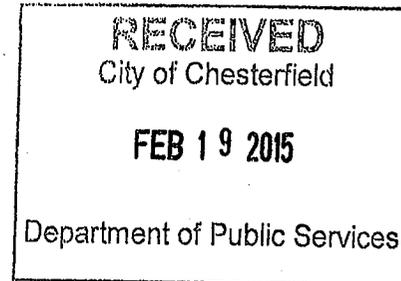
St. Louis  
16090 Swingley Ridge Road  
Suite 620  
Chesterfield, MO 63017  
(636) 532-0042  
(636) 532.1082 Fax

Michael J. Doster  
mdoster@dubllc.com

February 19, 2015

Via E-mail & U.S. Mail

John Boyer  
Senior Planner  
City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017-0760



**RE: P.Z. 17-2014 Steve W. Wallace (H.V. Real Estate Corp)**

Dear Mr. Boyer:

Please be advised that the subject Property was sold by Petitioner to Automotive and Trailer II, LLC ("Automotive") on February 17, 2015. Automotive has engaged the undersigned to continue with the Petition subject to the following amendments:

- Automotive is substituted as the Petitioner;
- The requested elimination of the building square footage limitation is withdrawn;
- The requested reduction in the Southern side yard setback is withdrawn;
- The number of requested additional permitted uses is reduced to those shown on the enclosed revised list.

A revised Narrative Statement is also enclosed. Since Automotive is not requesting any changes to the approved Site Plan, the Preliminary Site Plan is withdrawn, and Automotive will rely upon and comply with the approved Site Plan.

Thank you.

Very truly yours,

Michael J. Doster

MJD/kml  
Enclosures

## NARRATIVE STATEMENT

The subject property, 120 Long Road, (the "Property") is lot 2 of a two (2) lot subdivision. The Property is the Southern lot which is improved with a building that is now vacant. The building was used for an oil and lube operation until vacated by the original operator. The Northern lot (Lot 1) is improved with a service station, convenience store and a McDonald's fast food/drive through restaurant. Both lots are subject to Ordinance No. 1328 (the "Ordinance"). The amendment requests the addition of one use, i.e. Vehicle repair and services facility.

The only approved use for the Property in the Ordinance is Oil/Lube Operation. The requested use is in addition to the existing approved uses in the Ordinance.

The Preliminary Plan has been withdrawn because no changes will be made to the Property as depicted on the approved Site Plan.

The proposal is compatible with the surrounding uses.

No exceptions or variations from the City's Zoning Ordinance or regulations are requested.

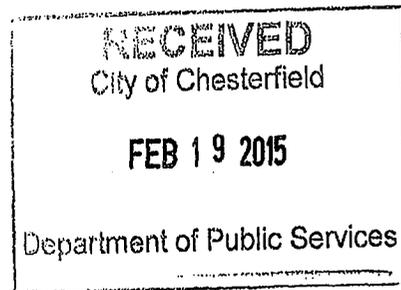
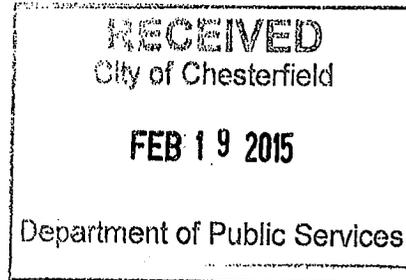


Exhibit III

120 Long Road Development

Uses

- Animal grooming service
- Art gallery
- Art studio
- Automotive retail supply
- Bakery
- Barber or beauty shop
- Coffee shop
- Coffee shop, drive thru
- Commercial service facility
- Day care center
- Drug store and pharmacy
- Drug store and pharmacy, drive thru
- Dry cleaning establishment, drive thru
- Financial institution
- Financial institution, drive thru
- Kennel, boarding
- Office, dental
- Office, general
- Office, medical
- Oil change facility
- Professional and technical service facility
- Restaurant, fast food
- Restaurant, sit down
- Restaurant, take out
- Retail sales establishment, neighborhood
- Vehicle repair and services facility
- Veterinary clinic



## **LIQUOR LICENSE REQUESTS**

As detailed in the enclosed MEMO, prepared by Andrea Majoros, Business Assistance Coordinator, Staff is recommending approval of THREE NEW LIQUOR LICENSES, for the following restaurants:

**JET'S PIZZA**, 1635 Clarkson Road, to sell BEER and WINE, plus SUNDAY SALES

**TF PIE CHESTERFIELD dba PIE FIVE PIZZA COMPANY**, 17215 Chesterfield Airport Rd., to sell BEER and WINE, plus SUNDAY SALES

**TOTAL WINE & MORE**, 1781 Clarkson Rd., to sell all kinds of intoxicating liquor by the drink (to covering alcohol "tastings"), packaged liquor and Sunday sales.

Both our Police Department and the Planning/Development Services Division of the Dept. of Public Services, recommend your approval.

Please let me know, prior to Monday's meeting, if you have any questions.



## MEMORANDUM

**DATE:** March 2, 2015

**TO:** Michael G. Herring, City Administrator

**FROM:** Andrea Majoros, Business Assistance Coordinator *AM*

**SUBJECT:** LIQUOR LICENSE REQUEST  
JET'S PIZZA

---

JET'S PIZZA, 1635 Clarkson Rd, has requested a new liquor license to sell beer and wine plus Sunday sales.

Ms. Lorene Samson is the Managing Officer.

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

With City Council approval at the Monday, March 16, 2015 City Council meeting, I will immediately issue this license.

*Lorene Samson*  
3/4/15



## MEMORANDUM

**DATE:** March 5, 2015

**TO:** Michael G. Herring, City Administrator

**FROM:** Andrea Majoros, Business Assistance Coordinator *AM*

**SUBJECT:** **Liquor License Request –**  
**TF PIE CHESTERFIELD dba PIE FIVE PIZZA COMPANY**

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**TF PIE CHESTERFIELD dba PIE FIVE PIZZA COMPANY, 17215 Chesterfield Airport Rd (formerly Oberweis Dairy), has requested a new liquor license to sell beer and wine plus Sunday sales.**

Mr. Michael Hurley is the Managing Officer.

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

With City Council approval at the Monday, March 16, 2015 City Council meeting, I will immediately issue this license.

*gmm*  
*3/5/15*



## **MEMORANDUM**

**DATE:** March 5, 2015

**TO:** Michael G. Herring, City Administrator

**FROM:** Andrea Majoros, Business Assistance Coordinator *AM*

**SUBJECT:** **Liquor License Request – TOTAL WINE & MORE**

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**TOTAL WINE & MORE, 1781 Clarkson Rd** (the current tenant, Toys R Us, will be vacating the property in the near future), has requested a new full liquor license to sell all kinds of intoxicating liquor by the drink (to covering alcohol "tastings"), packaged liquor and Sunday sales.

Mr. Randall F. Scherck is the Managing Officer.

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

With City Council approval at the Monday, March 16, 2015 City Council meeting, I will immediately issue this license.

*RS*  
3/5/15

**RECOMMENDATION - GRANT ACCEPTANCE - PLAYGROUND RE-SURFACING**  
**(CENTRAL PARK/CVAC)**

As detailed within the enclosed MEMO, prepared by Mike Geisel, Dir. of Public Services, we are pleased to announce that, as authorized/directed by City Council, STAFF has obtained grant funding, from the Municipal Parks Grant Commission, totaling \$265,844. **Those grant funds require MATCHING FUNDS, from the CITY, of only \$67,126! These funds will be used to remove/replace "engineered wood mulch" playground surfaces, at both Central Park and the CVAC, with rubberized surface material.**

At Monday's meeting, Mr. Geisel and I are recommending that City Council officially accept these grant funds, authorize the CITY ADMINISTRATOR to execute the necessary agreements and fund the City's share, via a transfer from that portion of the Parks Sales Tax Fund - FUND RESERVES, over/above the City's "40% Policy". In so doing, City Council will be authorizing a **BUDGET AMENDMENT**, on both the revenue and expenditure sides of the equation, to cover the entire \$332,970 total cost for this project. As noted previously, there is \$399,989 currently available, above the City's "40% Policy". Should the grant acceptance recommendation, regarding the "**EBERWEIN WATER FEATURE**", as described previously, be approved by City Council, the matching funds required would reduce the available fund reserves to **\$375,489** (\$399,989 - \$24,500).

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

# MEMORANDUM



**DATE:** March 3, 2015  
**TO:** Michael Herring, City Administrator  
**FROM:** <sup>MBZ</sup> Mike Geisel, Director of Public Services  
**RE:** Municipal Parks Grant – Round 14  
Playground Re-surfacing (Central Park & CVAC)

*[Handwritten signature]*  
3/4/15

As you know, the City of Chesterfield has been very successful in obtaining grant funds from various sources. One of the annual opportunities is through the Municipal Parks Grant Commission. As approved by Council resolution at the October 20<sup>th</sup>, 2014 meeting, the City applied for grant funds from the Municipal Parks Commission, for the purpose of removing the existing engineered wood mulch playground surfaces at Central Park and at the CVAC, with a poured-in-place rubberized surface material.

I am pleased to report that this grant application was successful and the City has been approved to receive up to \$265,844 from the Municipal Parks Grant Commission, requiring a City match of only \$67,126. This grant allocation represents 80%/20% funding participation, Grant Commission/City respectively. I've attached the required grant agreement, Chesterfield resolution 407 authorizing application, and the original application for your convenience.

As described in the 2014 grant application recommendation, the City's local share is to be provided from the Parks Fund - Fund Reserves which are in excess of the 40% reserve policy. Accordingly, **I request and recommend that City Council approve the acceptance of the Municipal Parks Grant, authorize you as the City Administrator to execute the grant agreement, and fund the City's share of the project with an allocation from the Parks Fund – Fund Reserve in excess of the 40% reserve policy, in the amount of \$67,126.** In approving the grant project, the City Council will be concurrently authorizing a budgetary amendment to increase both the expenditures and revenues to reflect the project.

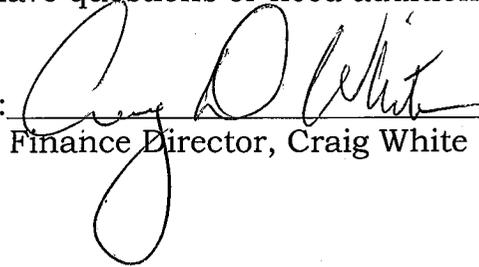
For your reference and convenience, the 2015 budget proposal estimated the Parks Fund – Fund Reserves to be \$399,989 over the 40% reserve policy, as of 12/31/2014. Please recall that Council has previously authorized using the

Michael G. Herring  
Municipal Parks Grant  
March 3, 2015  
Page 2

Parks Fund – Fund Reserve for land acquisition associated with the multi-sport athletic complex. The existing Parks Fund – Fund Reserves has more than adequate funds to meet these needs when that proposal is brought forward.

Should you have questions or need additional information, please let me know.

Concurrence:



Finance Director, Craig White

Attachments

Cc Craig White, Finance Director  
Tom McCarthy, Parks and Recreation Director.  
Jim Eckrich, Public Works Director \ City Engineer

**A RESOLUTION AUTHORIZING THE CITY OF CHESTERFIELD TO APPLY FOR A MUNICIPAL PARKS GRANT FOR THE PROCUREMENT AND INSTALLATION OF 17,000 SQUARE FEET OF RUBBERIZED PLAYGROUND SURFACE FOR THE CENTRAL PARK PLAYGROUND AND 3,000 SQUARE FEET OF RUBBERIZED PLAYGROUND SURFACE AT THE MIRACLE FIELD PLAYGROUND AT THE CVAC.**

Whereas, the City of Chesterfield is a growing and vibrant community in St. Louis County, and

Whereas, the City Council of the City of Chesterfield deems it desirable and necessary to improve its parks to serve its citizens as well as the general public; and

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

An application will be made to the Municipal Parks Grant Program in the County of St. Louis for a Grant-In-Aid to reimburse the City for the rubberized playground surface installation at the Central Park Playground and the Miracle Playground at the CVAC, a portion of the cost to construct the surface, by the Municipal Parks Commission upon the City's completion of the project.

Chesterfield Staff will prepare and submit the project proposal to construct the playground surface to the Municipal Parks Grant Commission.

The City of Chesterfield hereby authorizes the City Administrator to sign and execute the necessary documents for submitting the project proposal application for a Grant-In-Aid under the Municipal Parks Grant Commission.

If a grant is awarded, the City of Chesterfield will enter into agreement or contract with the Commission regarding said grant.

This Resolution Passed Ordinance shall be in full force and effect from and after its passage approval.

Passed and approved this 20<sup>th</sup> day of October, 2014.

Bob Ruten  
Mayor

Attest: Vickie Hass  
City Clerk

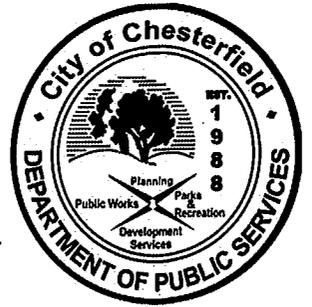
## **RECOMMENDATION - GRANT ACCEPTANCE - EBERWEIN WATER FEATURE**

As detailed within the enclosed MEMO, prepared by Director of Public Services Mike Geisel, we are pleased to announce that, as authorized/directed by City Council, **STAFF has obtained grant funding** to off-set the total cost of a project to "enhance" the existing **pond, at Eberwein Park**. As a result, if approved by City Council, grant funds provided by the Missouri Naturalists program, totaling \$37,735, will reduce the total CITY cost for that project, to \$24,500 PLUS an additional \$1,323 of IN-KIND SERVICES.

With all of this in mind, I join with Mr. Geisel in recommending that City Council officially vote to **accept this grant funding and to approve a transfer of \$24,500**, from that portion of the Parks Sales Tax Fund - Fund Reserves, over/above the City's "40% Policy". In so doing, City Council will be authorizing a **BUDGET AMENDMENT**, on both the revenue and expenditure sides of the equation, to cover the entire \$63,735 total cost for this project. Please note that there is \$399,989 currently available, above the City's "40% Policy".

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

# MEMORANDUM



**DATE:** March 3, 2015

**TO:** Michael Herring, City Administrator

**FROM:** <sup>mor</sup> Mike Geisel, Director of Public Services

**RE:** Master Naturalist Grant – Eberwein Water Feature Grant Approval

As you are aware, in 2014, the City applied for a grant from the Great Rivers Chapter of the Missouri Master Naturalists, for the purpose of enhancing the existing park pond at Eberwein Park. Improvements that are funded by this grant project include pond cleaning, clearing, installation of new aquatic plants, construction of a viewing “dock” and interpretive signage.

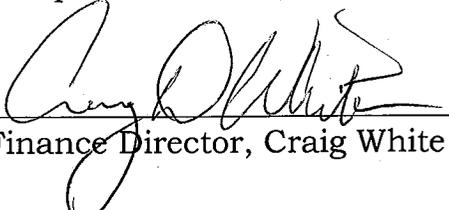
**The total cost of this project is estimated to be \$63,735. I am pleased to report that this grant application was successful and the City has been approved to receive up to \$37,735 from the Missouri Naturalists program. The City’s share of funding for this project is \$24,500.** An additional \$1,323 of in-kind services has been pledged from area volunteers.

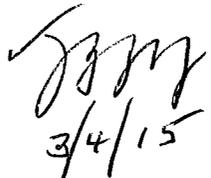
Accordingly, **I request and recommend that City Council approve the acceptance of the Master Naturalist Grant, and fund the City’s share of the project with an allocation from the Parks Fund – Fund Reserve in excess of the 40% reserve policy, in the amount of \$24,500.** In approving the grant project, the City Council will be concurrently authorizing a budgetary amendment to increase both the expenditures and revenues to reflect the project.

For your reference and convenience, the 2015 budget proposal estimated the Parks Fund – Fund Reserves to be \$399,989 over the 40% reserve policy, as of 12/31/2014.

Please recall that Council has previously authorized using the Parks Fund – Fund Reserve for land acquisition associated with the multi-sport athletic complex. The existing Parks Fund – Fund Reserves has more than adequate funds funds to meet these needs when and if necessary.

Should you have questions or need additional information, please let me know.

Concurrence:   
Finance Director, Craig White

  
3/4/15

Cc Tom McCarthy, Parks and Recreation Director.  
Jim Eckrich, Public Works Director\City Engineer

# MEMORANDUM

**TO:** Mike Geisel, Director of Public Services  
**FROM:** Thomas McCarthy CPRP, Parks and Recreation Division  
**DATE:** January 22, 2015  
**SUBJECT:**



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Mike, attached you will find the Grant Mindy put together, and was awarded in January 2015 by the Missouri Master Naturalist Program for the Eberwein Park Pond Habitat Improvement Project. The overall total cost for the grant is \$63,557.96 which includes volunteer hour labor cost. Amount funded by the Committee was \$37,734.96 and our match is \$24,500.00 which will cover the dock structure out on the water, interpretive signage and native tree plantings. We have two years to complete the project and we would like to get started later this spring after all the proper approvals are in place. I would like to take the \$24,500.00 out of the funds from our Parks Fund Fund Reserve account which, currently is at \$882,760.00 above the 40% required. Per Craig White as of today.

Please let me know if there is additional information you need and we will wait for your direction.



**In partnership with Great Rivers Chapter of the  
Missouri Master Naturalists**

**Eberwein Park  
Pond Habitat Improvement Project**

**Overview:**

Eberwein Park is an 18 acre park that was purchased from the Eberwein family several years ago. The Eberwein family used this property as their farm and residence up until the time of purchase. To preserve the history, character, and charm of the site, Eberwein Park was developed as a passive community park with a farm-like theme. The existing barn, originally constructed in the early 1900s, was preserved and renovated. Amenities in the park include a trail system, dog park, community garden, open play field and educational rain gardens. The City is currently working on a project funded through MDC's community stewardship grant to convert a 1 acre turf field into an educational prairie planting which includes walking trails and signage. Now, we would like to continue to enhance and showcase quality habitat areas by making improvements to an existing pond that will provide habitat for aquatic insects, amphibians, and reptiles.

The goals and objectives of this project include:

- Install a variety of aquatic plant species in the pond and at pond edges;
- Remove invasive bush honeysuckle from areas surrounding the pond;
- Install native understory plants to invaded areas;
- Reduce the amount of turf by reforesting one area adjacent to the pond;
- Provide opportunities for education and nature study.

**Project Description:**

**Selective Plant Removal:** The city's contractor will do the initial removal and treatment of the majority of invasive plant species currently on site. City staff will continue with subsequent treatments on an ongoing basis.

**Pond Enhancements:** The city will working with a native landscape contractor to install native aquatic species and understory species in the pond and wooded pond edges. City staff will improve pond structure and habitat/nesting sites through the use of on-site boulders and deadwood.

**Reforestation/Turf Reduction:** City staff will work with the Great Rivers Chapter of the Missouri Master Naturalists to plan volunteer planting days to install native trees and understory shrubs in existing woodland areas and over an area that is currently being mowed. The city's contractor will install native seed mix appropriate for woodland understory areas.

**Boardwalk/Dock construction:** The city will work with a qualified contractor to install a small boardwalk and dock structure to facilitate an up close nature experience for visitors. This structure will allow people to get closer to the water without trampling native plantings, and will be large enough to facilitate small classroom learning experiences.

**"Before and After"- species surveys:** We are excited to learn how the habitat improvements effect species diversity. Master Naturalists will be conducting a bio blitz at the start of the project so that we have a concrete list of species that are currently using the pond for food, habitat, etc. Another survey will be conducted a year later, after the majority of the improvements have been installed. The city will post this information at the park and on our website, and invite park users to record species that they see during visits. We hope to continue surveying for several years so that we can see how the area grows.

**Education:** Interpretive signage about plant and animal species will be installed in various areas to educate visitors about who lives in the habitat and how it is used.

**Project Timeline:**

<b>Project Phase</b>	<b>Estimated Date</b>
Contractor begins removal and treatment of invasive bush honeysuckle	Spring 2015- ongoing
Master Naturalists perform "before" bio-blitz	Spring/Summer 2015
Contractor installs aquatic plant species	Spring 2015
Dock construction	Spring 2015
Contractor performs follow up maintenance; city staff performs daily maintenance including watering and other tasks under direction of contractor	Spring- Summer 2015/ongoing
Volunteer planting day with Master Naturalists to install native trees and understory plants in area that is currently mowed	Fall 2015
Interpretive signage is added	Fall 2015/ Spring 2016
Master Naturalists perform "after" bio-blitz	Spring/Summer 2016
Ongoing maintenance- contractor will perform stewardship for three years after project installation; afterwards city staff will take over with final direction from contractor.	2015-2017

**Outreach, Visibility:**

Eberwein Park is a highly used park that contains some of our residents' favorite amenities, including the very popular dog park and a community garden. A trail system runs through the park, and the city will be connecting the pond area to the trail system to draw in visitors. The

dock and walkway are very important components for outreach and visibility. This structure will draw visitors down to the pond and close to the water, and will be large enough for small school groups who would like to use it for educational programming. Volunteer events are held at this park frequently. In addition to the planting event planned for this specific project, we also hold planting events in other areas of the park including the prairie-in-progress, the rain garden, and the wooded areas lining the trail where invasive bush honeysuckle has been cleared. And as always, we will be advertising this project through the city newsletter, website, park info boards, and emails to our Friends of the Parks group.

**Measurable Outcomes:**

- Eliminate unwanted species, install native aquatic species, supplement existing wood line with native understory plants;
- Stop mowing ½ acre turf, install supplemental woodland seed mix, native trees and understory species;
- Install dock structure, install permanent signage and habitat features;
- Record and publish measurable diversity improvements.

**Long Term Maintenance/Management Plan:**

The city's contractor will be responsible for eliminating honeysuckle and installing the native aquatic and pond edge plantings. As part of the bid package, the contractor will perform three year of stewardship as the area becomes established, as well as provide education and training to city staff to maintain the area properly in the long term. City staff will use these recommendations to provide ongoing maintenance in perpetuity to control invasive species and establish/encourage/maintain the native habitat.

In addition to the recommendations provided by the city's contractor, Parks staff follows a Maintenance Operation Standards Manual for all maintenance actions on city property. This Manual guides the department throughout the year, ensuring that the appropriate maintenance actions take place at the appropriate times, regardless of other obligations, staff turnover, or any other changes that have the potential to alter our schedule in regards to maintenance.

The city also has a Natural Resource Management Plan that details goals and strategies related to the management of natural resources, habitat improvement, and control of invasive species. This Plan references the Shaw Nature Reserve Native Landscape Manual for specific maintenance actions in regards to native landscapes. The plan also includes a schedule of actions which take place throughout each year to ensure that appropriate control measures are taken at appropriate times.

**Project Budget and grant request amount:**

Intended Use of Funds			Source of Funds	Total
Contractor Fee ( <i>see attached estimate</i> )			Grant	\$37,734.96
Educational Signage- 4 signs at \$500.00 each			City	\$2000.00
Woodland Understory-100 container plants from Forest ReLeaf nursery			Free through Project Communitree	
Native Trees- 50 Project ReLeaf trees from Forest ReLeaf			City	\$2500.00
Dock structure			City	\$20,000.00
Volunteer Hours	# of participants	# of hours of service	Description	Value
Master Naturalists	20	4	1 planting day 9-noon	\$588
Master Naturalists	5	20	2 Bio-Blitz	\$735
<b>Total value of volunteer labor at \$7.35/hr</b>				<b>\$1323.00</b>
<b>Total Project Cost (including value of volunteer hours)</b>				<b>\$ 63,557.96</b>
<b>Total Grant Request Amount</b>				<b>\$ 37,734.96</b>

*See Attached: Contractor estimate and Plant Lists. Plant lists provided give an example of what we would like to plant, actual species may vary based on availability. Dock structure preliminary plan and estimate.*

**Fiscal responsibility:**

City of Chesterfield- Missouri tax id number 13427105  
Bob Nation, Mayor  
Michael Herring, City Administrator

**Letters of Partner Commitment:**

*See Attached: Letters of Support/Cooperation- Great Rivers Chapter of Missouri Master Naturalists*

**Project Manager:**

*Mindy Mohrman  
City Arborist/Urban Forester  
690 Chesterfield Pkwy West  
Chesterfield, MO 63017  
636-812-9512  
[mmohrman@chesterfield.mo.us](mailto:mmohrman@chesterfield.mo.us)*

**Amount Requested in this Application: \$ 37,734.96**

**Project location: Eberwein Park: *See attached: aerial map***

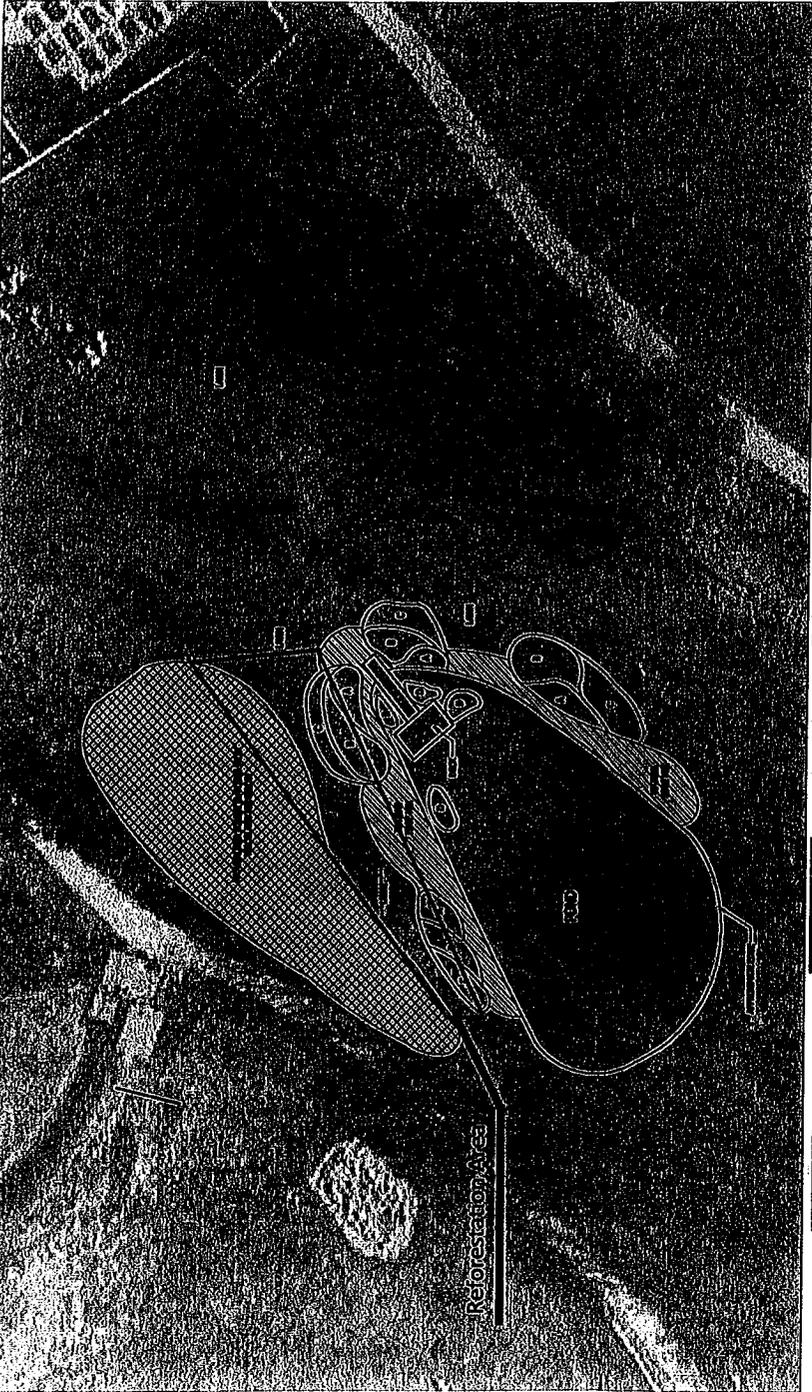
**Project Partners:**

**Lead Organization: City of Chesterfield**

**Contribution:** Administer grant, administer bid contracts, purchase plant material, host volunteer efforts, plant trees and plants, maintain native areas properly in the long term.

**Great Rivers Chapter of the Missouri Master Naturalists**

**Contribution:** Perform bio-blitz surveys, participate in volunteer planting day for reforestation plantings, possible future planting or invasive species removal events.



- WOODLAND MIX**
- Asclepias tuberosa
  - Aquilegia canadensis
  - Aster divaricatus
  - Diervilla lonicera
  - Hypericum perforatum
  - Lythrum hyssopus
  - Phlox paniculata
  - Salpiglossis aethiops
  - Solidago canadensis
  - Tradescantia virginiana
  - Viburnum acerifolium
  - Viola pubescens
  - Yucca filamentosa
  - Yucca glauca
  - Yucca minima
  - Yucca stricta
  - Yucca viridifolia
  - Yucca wislizenii
  - Yucca zosterifolia
  - Yucca filamentosa
  - Yucca glauca
  - Yucca minima
  - Yucca stricta
  - Yucca viridifolia
  - Yucca wislizenii
  - Yucca zosterifolia

- WATERS EDGE MIX**
- Asclepias tuberosa
  - Aquilegia canadensis
  - Aster divaricatus
  - Diervilla lonicera
  - Hypericum perforatum
  - Lythrum hyssopus
  - Phlox paniculata
  - Salpiglossis aethiops
  - Solidago canadensis
  - Tradescantia virginiana
  - Viburnum acerifolium
  - Viola pubescens
  - Yucca filamentosa
  - Yucca glauca
  - Yucca minima
  - Yucca stricta
  - Yucca viridifolia
  - Yucca wislizenii
  - Yucca zosterifolia

- WOODLAND MIX**
- Asclepias tuberosa
  - Aquilegia canadensis
  - Aster divaricatus
  - Diervilla lonicera
  - Hypericum perforatum
  - Lythrum hyssopus
  - Phlox paniculata
  - Salpiglossis aethiops
  - Solidago canadensis
  - Tradescantia virginiana
  - Viburnum acerifolium
  - Viola pubescens
  - Yucca filamentosa
  - Yucca glauca
  - Yucca minima
  - Yucca stricta
  - Yucca viridifolia
  - Yucca wislizenii
  - Yucca zosterifolia

- WATERS EDGE MIX (6'-12' IN WIDTH)**
- Asclepias tuberosa
  - Aquilegia canadensis
  - Aster divaricatus
  - Diervilla lonicera
  - Hypericum perforatum
  - Lythrum hyssopus
  - Phlox paniculata
  - Salpiglossis aethiops
  - Solidago canadensis
  - Tradescantia virginiana
  - Viburnum acerifolium
  - Viola pubescens
  - Yucca filamentosa
  - Yucca glauca
  - Yucca minima
  - Yucca stricta
  - Yucca viridifolia
  - Yucca wislizenii
  - Yucca zosterifolia

- PRAIRIE MIX**
- Asclepias tuberosa
  - Aquilegia canadensis
  - Aster divaricatus
  - Diervilla lonicera
  - Hypericum perforatum
  - Lythrum hyssopus
  - Phlox paniculata
  - Salpiglossis aethiops
  - Solidago canadensis
  - Tradescantia virginiana
  - Viburnum acerifolium
  - Viola pubescens
  - Yucca filamentosa
  - Yucca glauca
  - Yucca minima
  - Yucca stricta
  - Yucca viridifolia
  - Yucca wislizenii
  - Yucca zosterifolia

- ROSE WILLOW**
- Asclepias tuberosa
  - Aquilegia canadensis
  - Aster divaricatus
  - Diervilla lonicera
  - Hypericum perforatum
  - Lythrum hyssopus
  - Phlox paniculata
  - Salpiglossis aethiops
  - Solidago canadensis
  - Tradescantia virginiana
  - Viburnum acerifolium
  - Viola pubescens
  - Yucca filamentosa
  - Yucca glauca
  - Yucca minima
  - Yucca stricta
  - Yucca viridifolia
  - Yucca wislizenii
  - Yucca zosterifolia

- RENUITY BERRY**
- Asclepias tuberosa
  - Aquilegia canadensis
  - Aster divaricatus
  - Diervilla lonicera
  - Hypericum perforatum
  - Lythrum hyssopus
  - Phlox paniculata
  - Salpiglossis aethiops
  - Solidago canadensis
  - Tradescantia virginiana
  - Viburnum acerifolium
  - Viola pubescens
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  - Yucca glauca
  - Yucca minima
  - Yucca stricta
  - Yucca viridifolia
  - Yucca wislizenii
  - Yucca zosterifolia

**CLAYTON LANSING SOLUTIONS, INC.**  
 14000 W. 14th Street  
 Suite 100  
 Overland Park, KS 66204  
 Phone: 913.241.1100  
 Fax: 913.241.1101  
 www.claytonlansing.com

**RENUITY PARK**  
 14000 W. 14th Street  
 Suite 100  
 Overland Park, KS 66204  
 Phone: 913.241.1100  
 Fax: 913.241.1101  
 www.claytonlansing.com



# Proposal

## Native Landscaping Solutions

**Client Name:** City of Chesterfield  
**Project Name:** Farm Pond Renovation  
**Jobsite Address:** Eberwein Park  
 Old Baxter Road  
 Chesterfield, MO 63017  
**Estimate ID:** EST136923  
**Date:** Sep 05, 2014

**Billing Address:**

**Our Environmental Statement** - Native Landscape Solutions Inc. is committed to supporting and being "green" to our environment. We recognize that activities of the organization could have a significant impact on the environment. We embrace our responsibility to minimize this impact and are offering innovative solutions that protect and sustain the environment. We promise to operate in compliance with all relevant environmental legislation and we will strive to use pollution prevention and environmental best practices in all we do.

Native Landscape Solutions Inc. appreciates the opportunity you've given us to provide the following quote: We thank you for your business, and look forward to being of further service to you. Should you have any questions concerning this proposal, please give us a call.

**Clearing ground pond per drawing \$4,967.28**

We will clear the pond areas as shown on drawings with a combination of mowing, trimming and spraying; trees along the pond will be trimmed and limbed up to improve their appearance; all debris will be hauled off site

5 Backpack      Herbicide: Roundup, Quick-Pro -  
 6.8 lb jug

**Planting beds \$15,802.07**

We will install new planting beds as shown on drawings - using all native plants; plants will bloom at various times throughout the season (including winter berries on the deciduous hollies); beds will be planted, edged and mulched; ON THE PLAN, THESE ARE THE AREAS MARKED A, B, C, D - NOT THE WATER'S EDGE

86 each	Callicarpa americana - #3	American Beauty Berry
85 each	Ilex vert.'Red Sprite' - #3	Winterberry
135 each	Hibiscus lasiocarpus - gallon	Rose Mallow
60 each	Nuphar lulea (water lily) - quarts	Hardy water lily
33 cu yd	Mulch: Hardwood Bark	
1 Bags	Herbicide: Pre-Emergent Beds, Regalcaide G - 50 lb bag	

**Water Edge Planting \$2,014.92**

This is to install native plants along the water's edge as shown on the drawings - it includes mulching the beds

175 each	Acorus calamus	Sweet Flag
175 each	Iris virginica var. shrevei - 38plug	Blue Flag Iris
300 each	Asclepias incarnata - 38plug	Swamp Milkweed
150 each	Carex muskingumensis - 38plug	Palm Sedge
150 each	Carex vulpinoidea - 38plug	Brown Fox Sedge
150 each	Sagittaria latifolia - plug	Water Canna
125 each	Pontederia cordata - plug	Pickereel
20 cu yd	Mulch: Hardwood Bark	

Stewardship - 3/2/2017 \$37,734.96

We will provide landscape stewardship per our proposed maintenance schedule attached

	<b>Subtotal</b>	\$36,716.27
	<b>Taxes</b>	\$1,018.69
	<b>Estimate Total</b>	<b>\$37,734.96</b>

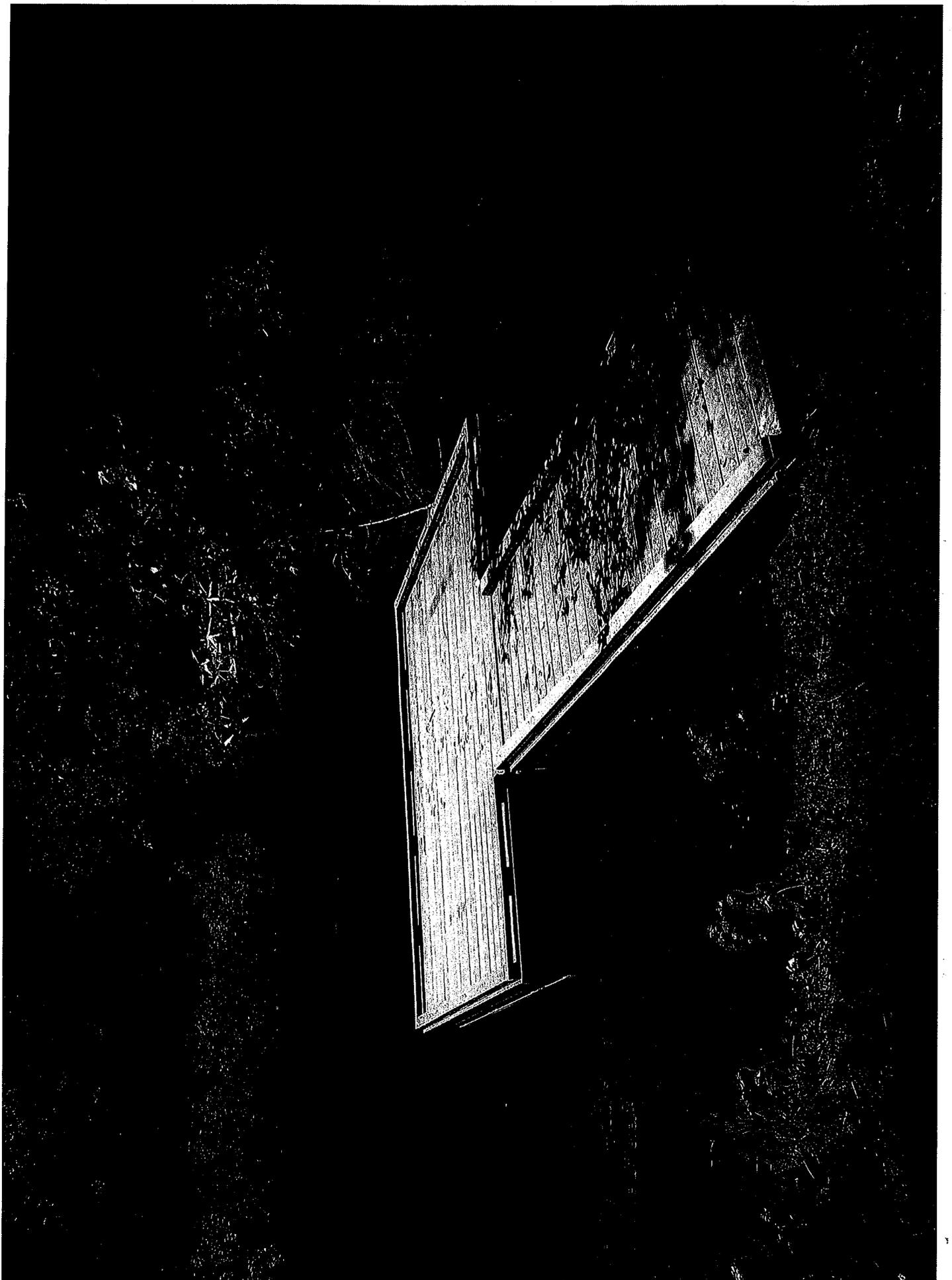
**Our Mission Statement** - Native Landscape Solutions Inc. provides professional landscape solutions to discriminating clients. We will develop long-term customer relationships through consistent reliability, professional landscape design, creative problem solving, high productivity, and excellent value. Motivated, well-trained supervisors and employees are key to our ability to perform and we will provide excellent training and equipment to maximize our efforts.

Estimate authorized by: \_\_\_\_\_  
Company Representative

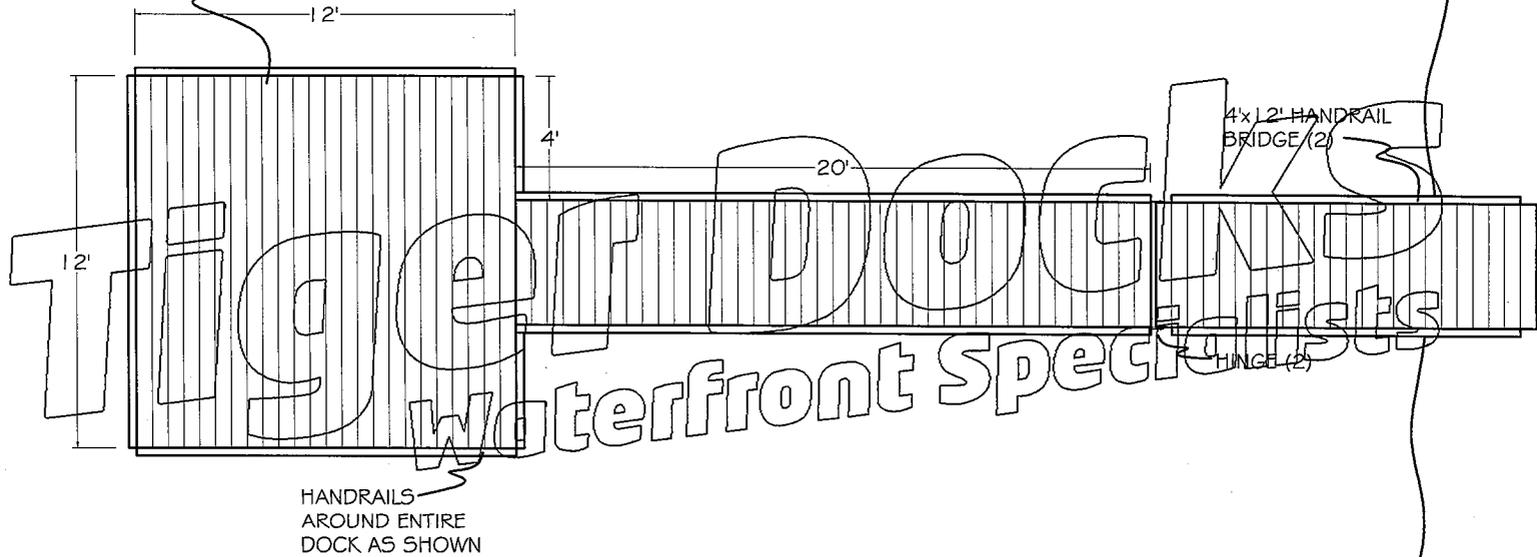
Estimate approved by: \_\_\_\_\_  
Customer Representative

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_



TREX TRANSCEND  
COMPOSITE DECKING



NOTE:  
DOCK ANCHORING TO BE DETERMINED

\*\*\* PRELIMINARY DRAWING \*\*\*  
FOR REVIEW ONLY  
ALL DIMENSIONS ARE APPROXIMATE



**Tiger Docks**  
Waterfront Specialists

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DRAWING#  
**14-228-R2**

APPROVED/DATE

CLIENT

**CITY of CHESTERFIELD**

PROJECT

**FLOATING STEEL DOCK - Eberwein Park**

DATE/DRAWN BY

**9/11/14 TMW**

**RECOMMENDATION - CONTRACT EXTENSION - AQUATIC CENTER MANAGEMENT CONTRACT**

As detailed within the enclosed MEMO, prepared by Mike Geisel, Director of Public Services, Staff is recommending that City Council approve a previously negotiated contract extension, **with Midwest Pool Management**, AT THE SAME RATE, as 2014, at a cost-not-to-exceed **\$278,825**. The FY2015 Parks Sales Tax Fund Budget contains adequate funds to cover this entire amount. I fully support Mr. Geisel's recommendation.

As Mr. Geisel points out, the pricing for this optional contract extension was obtained when bids were originally sought, in 2012. Based upon Staff's recommendation, City Council authorized a multi-year contract with Midwest Pool Management, at that time, which included options for contract extensions in both 2015 and 2016. Contract extension, like this, requires City Council review/approval.

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

# MEMORANDUM



**DATE:** February 26, 2015

**TO:** Michael Herring, City Administrator

**FROM:** *MG* Mike Geisel, Director of Public Services

**RE:** Aquatic Center Management Contract

As you are aware, in 2012, City Council approved a three year contract extension with two additional, one year mutual renewal options. **Accordingly, I concur with the recommendations of Kari Johnson, Superintendent of Recreation Operations to exercise said renewal option for 2015, at a value not to exceed \$278,825. I am very pleased to note that this renewal is offered at the SAME RATE as 2014, with Midwest Pool offering to forego the 3% annual increase as provided in the original bid for pool management costs.**

The management contract is segregated into two compensable categories. The first category is the annual management fee. The cost for pool management services during 2015, is not to exceed \$45,798, which represents the same exact value as bid for 2014. **It should be noted that the original bid provided for a 3% annual increase from 2012 - 2014, but Midwest Pool is offering the 2015 management fee at the 2014 level, at no increase.**

The second and more significant compensable category is that amount allocated for seasonal personnel costs related to lifeguards and cashiers. This portion is bid as a maximum not to exceed cost. Final compensation is based on actual usage. These amounts are affected by weather, participation and pool closures. The 2015 value for the not to exceed salaries is \$233,025, which is \$10,700 more than the 2014 cost. By way of explanation, the 2015 pool season is one full week longer than 2014. Specifically, the 2015 season provides for 108 days of operation while 2014 only allowed 101. In 2014, there were three weeks of amended schedules at the end of the season due to school openings, while 2015 will provide for four weeks of amended schedules. During an amended schedule, there are five half days, and two full days. So, for comparative purposes the 2014 season provided for 93.5 full day equivalents of operation. **The 2015 season will consist of 98 full day equivalents. However, Midwest Pool has offered to maintain the same daily rate as provided in 2014, which is roughly \$2,378 per day.** The \$233,025 reflects the exact same daily rate as the 2014 season, no rate increase. The increased cost is solely associated with the additional days of providing life safety personnel.

As you may also recall, when originally reviewing the pool management bids in 2012, there were a total of three bids submitted. Two of which were received from out of state corporations which did not provide for the lifeguard staffing levels required by St. Louis County Code. As such, those bids were rejected and City Council authorized the multi-year contract with Midwest Pool Management. The original bid recommendation dated 1/31/2012 is attached hereto for your convenience and reference.

Adequate funding for this contract are provided in account 119-084-5261, which is the Professional Services account in the Parks Sales Tax Fund. Accordingly, I request that this recommendation be forwarded to City Council for consideration, and approval.

Should you have questions or need additional information, please let me know.

Concurrence:   
Craig White, Finance Director

Cc Craig White, Finance Director  
Tom McCarthy, Parks and Recreation Director.

  
3/4/15

## MEMORANDUM

**TO:** Mike Geisel, Director of Public Services

**FROM:** Kari Johnson, Superintendent of Recreation Operations

**DATE:** February 25, 2015

**SUBJECT:** Contract Extension – Family Aquatic Center Management

---

In 2012, City Council approved a contract with Midwest Pool Management for the Management of the Family Aquatic Center for the calendar year 2012 - 2014, with options to extend said contract for 2015 and 2016. Staff has evaluated the performance of Midwest Pool Management as it relates to their contractual obligations in managing the City's Family Aquatic Center.

As you may recall, the Contract is broken into two (2) different payment methods, Management Fee and Salary Budget. The Management Fee for 2015 is offered at the same value as 2014. The salary budget was offered at the same daily rate as 2014, but as you know, there is one additional week of operation in 2015, resulting in an annual cost of \$233,025 for 2015.

**Therefore, we are recommending that the City exercise the option to extend the current contract with Midwest Pool Management for one (1) additional year, at a cost not to exceed \$278,825, for calendar year 2015. This amount is fully-funded within the proposed FY2015 Budget, account 119-084-5261.**

If you have any questions or require additional information, please advise.

# MEMORANDUM

**TO:** Thomas McCarthy, Parks and Recreation Director

**FROM:** Kari Johnson, Superintendent of Recreation Operations

**DATE:** January 31, 2012

**SUBJECT:** Professional Services Contract - Family Aquatic Center Management Operations

---

The Parks and Recreation Division solicited proposals from aquatic firms for services related to the management operations of the Family Aquatic Center; including management fees; not-to-exceed salaries; and cashiers. However, they do not represent program costs (Swim/Dive Team Coaches, Swim Lesson Instructors or Rentals), as these costs are determined by actual number hours incurred (This represents approximately \$20,000). Three firms submitted bids to the Parks and Recreation Division for said services.

After great review of the three bids, staff recommends Midwest Pool Management for the Management Operations of the Family Aquatic Center. Although the bid amount is higher, the other two firms were not local firms and have not done work in the St. Louis County or Missouri area. The level of comfort and safety of our patrons is higher with Midwest Pool Management as they understand the St. Louis County Health Codes and requirements expected daily. Through some investigation, the other two firms have not operated an aquatic center to this size. The staffing levels proposed with the two other firms will not meet the requirements of the aquatic center as approximately 40 guards are needed daily and if adjustments are made then this will affect the not to exceed salaries as well as the management fee.

**Accordingly, staff recommends Midwest Pool Management for professional services related to the management operations in an amount not to exceed \$250,468. (\$46,898 management fee, an amount not to exceed \$203,570 annually for managers/lifeguards/cashiers/janitor etc.), and approximately \$20,000 annually for programs and rentals). Staff is excited about initiating the contract, and feels very comfortable that this firm can meet our performance expectations.**

**As you are aware, such services are budgeted in the 2012 Parks and Recreation Operations budget 119-084-5261 for professional services related to the Family Aquatic Center.**

As always, if you have any questions, please advise.

Attachment

ARTICLE III.

Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall begin April 1, 2012 and ending March 31, 2015 with alternate (year one) March 31, 2016 and (year two) through March 31, 2017, subject to City's absolute right to cancel by giving Contractor notice on or before January 1<sup>st</sup> of the year or years being cancelled.

ARTICLE IV.

The Contract Sum and Payments

The Contract Sum shall be \_\_\_\_\_ (\$ \_\_\_\_\_). Based upon application for Payment submitted by the Contractor as scheduled in the Bid Document.

ARTICLE V.

Manner and Time of Completion

Completion of the Work in accordance with time limits, dates set forth and specified in the Contract Documents is an essential condition of the Contract. If the Contractor fails to complete the work in accordance with the Contract Documents, the Contractor shall pay the City liquidated damages as outlined in the Contract Documents.

ARTICLE VI.

Exclusive Contract and Termination of Contract by City

The City will award an exclusive Contract Agreement to one (1) Contractor for the right to manage and operate the facility. The Contract is valid for the 2012 -2014 pool seasons only, with the City's option to renew annually for the 2015 and 2016 pool seasons, under the same terms and conditions.

This Contract Agreement shall be subject to termination by the City in the event of sale or destruction of the facilities or because of misfeasance or malfeasance by the operator. The City may also terminate this Contract Agreement for repeated noncompliance with requirements as set forth and specified in the Contract Documents. The City reserves the right to terminate the Contract Agreement for any reason with a Thirty (30) day written notice.

*RENEWAL  
OPTION*



**ADDENDUM NUMBER ONE**

**DATE:** April 10, 2012

**OWNER:** City of Chesterfield, Missouri  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017

**SUBJECT:** Addendum Number One to  
Chesterfield Family Aquatic Center Management Operations

This Addendum forms a part of the Bidding and Contract Documents and modifies the original Bidding Documents. **FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDUM MAY SUBJECT BIDDER TO DISQUALIFICATION.**

**ITEM:**

- CHANGE:** General Conditions, GC-2. 5.1 Operation and Maintenance

**Change:** Seasonal Schedule  
Monday, Tuesday, Wednesday, Thursday and Friday  
4:00 P.M. – 8:00 P.M.

**To:** Seasonal Schedule  
Monday, Tuesday, Wednesday, Thursday and Friday  
12:00 P.M. – 8:00P.M.  
(Leisure Pool and Splash Playground shall be open to the public between 12:00 PM to 8:00 PM; Competition Pool and Lazy River shall be open to the public 4:00 PM to 8:00 PM).
- CHANGE:** The new Management Fee without the performance bond will be

	<u>Original Bid</u>	<u>Perf Bond</u>		<u>new mgmt fee</u>
2012	\$46,898.	- \$3,715.00	=	\$43,183
2013	\$48,297.	- \$3,832.00	=	\$44,465
2014	\$49,743.	- \$3,945.00	=	\$45,798

2013 \$44,903

3. **CHANGE:** The new not to exceed Salary Budget with the leisure and splash pad opening at noon when school is in session will be:

	<u>Original Bid</u>	<u>Addl school hr</u>	<u>new salary budget</u>
2012	\$203,570. <i>&gt; 3%</i>	+\$5,765.00	= \$209,335.
2013	\$209,750. <i>&gt; 3%</i>	+\$6,226.00	= \$215,976.
2014	\$215,983.	+\$6,342.00	= <del>\$222,325</del> <i>(divide by 10 weeks)</i>

*101 days 2014  
108 days 2015  
/day*

**WE AGREE TO THE ABOVE CHANGE:**

**CONTRACTOR:** Midwest Pool Management **DATE:** \_\_\_\_\_

**REPRESENTATIVE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**CITY OF CHESTERFIELD AUTHORIZATION:**

**RECOMMENDED BY:** \_\_\_\_\_ **APPROVED BY:** \_\_\_\_\_

Chesterfield Family Aquatic Center Management Operations

Pool bid Tabulation sheet January 20, 2012

Vendor	2012 Management Fee	2013 Management Fee	2014 Management Fee	Total management fee for three years
Pool management Inc.	\$41,430	\$41,430	\$41,430	\$124,290
Midwest Pool Management	\$46,898	\$48,297	\$49,743	\$144,938
USA Pools	\$51,180	\$51,180	\$51,180	\$153,540

Bid tabulation for Maximum base Salary

Vendor	2012 Maximum Base Salary	2013 Maximum Base salary	2014 Maximum Base Salary	Total Maximum Base For three years
Pool management Inc.	\$201,779	\$201,779	\$201,779	\$605,337
Midwest Pool Management	\$203,570	\$209,750	\$215,983	\$629,303
USA Pools	\$191,980	\$191,980	\$191,980	\$575,940

Combined tabulation of management fee and maximum base salary for three years

	Management fee	Maximum base salary	Totals
Pool Management Inc.	\$124,290	\$605,337	\$729,627
Midwest Pool Management	\$144,938	\$629,303	\$774,241
USA Pools	\$153,540	\$575,940	\$729,480

250,468

258,047

265,726

**RECOMMENDATION - BID AWARD - 2015 SELECTIVE SLAB REPLACEMENT -  
PROJECT "A"**

As detailed in the enclosed MEMO, prepared by Jim Eckrich, Public Works Director/City Engineer, bids were recently opened regarding that portion of this year's capital street replacement project, known as "**Project A**". Having reviewed the bids received, Mr. Eckrich recommends award of a contract to the second low bidder, **Amcon Municipal Concrete**, in an amount-not-to-exceed **\$900,000**. Adequate funds exist within the FY2015 Capital Improvement Sales Tax Budget, to cover this entire cost. [NOTE: Staff did not deem the low bidder to be competent/qualified for a project of this size/scope.] I fully support Mr. Eckrich's recommendation.

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



**DATE:** February 24, 2015

**TO:** Michael G. Herring, ICMA-CM  
City Administrator

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

**RE:** 2015 Selective Slab Replacement Project A

---

The Department of Public Services publicly opened bids for the 2015 Selective Slab Replacement Project A on February 17, 2015. The results of the bid opening are detailed in the attached memorandum from Project Manager Mark Wilson. After reviewing the bids, Staff recommends the project be awarded to the second low bidder, Amcon Municipal Concrete, in the amount of \$900,000. This figure includes the bid amount (\$841,425), the potential schedule incentive (\$23,400), and a modest contingency to account for scope modifications and change orders. Amcon has successfully performed street replacement work in the City of Chesterfield in the past and is highly recommended by City Staff.

The streets included as part of this project are detailed on the last page of the attachment. This project is budgeted within Account 120-079-5490. Should you have questions or require additional information on this project, please let me know.

Please note that Crafton Contracting submitted the lowest bid for this project. However, after an extensive reference check, it was determined that Crafton Concrete has not completed a project of this scope or magnitude. City Staff would potentially recommend Crafton for a smaller contract, but cannot recommend Crafton at this time for a project which includes over 15,000 square yards of concrete replacement.

Concurrence:

*Craig White*  
\_\_\_\_\_  
Craig White, Finance Director

*JAE*  
3/4/15

### Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to enter into an Agreement with Amcon Municipal Concrete in the amount of \$900,000.

Cc: Michael O. Geisel, Director of Public Services

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# MEMORANDUM



**DATE:** February 23, 2015  
**TO:** Jim Eckrich, Public Works Director  
**FROM:** Mark Wilson, Project Manager  
**SUBJECT:** 2015 Selective Slab Replacement Project, Area A - 2015-PW-03A

---

As you are aware, we opened bids for the above referenced project Tuesday, February 17, 2015. Four bids were received:

<u>Contractor</u>	<u>Total Bid</u>
Crafton Contracting	\$808,547.25
Amcon Municipal Concrete	\$841,424.87
J.M. Marschuetz Construction Co.	\$1,066,126.00
Spencer Contracting	\$1,069,415.35

The low bid, Crafton Contracting has not previously worked for the City of Chesterfield. After checking their references, they have not completed work of this size or scope in the past.

The next low bid, Amcon Municipal Concrete has performed satisfactory work in the past.

**Accordingly, I recommend acceptance of the bid of \$841,424.87 submitted by Amcon Municipal Concrete and request authorization of work up to the amount of \$900,000.00** This amount includes the full value (\$23,400) of the possible schedule incentive available to the contractor. Adequate funding is available in the Capital Projects Street Improvements account, 120-079-5490, to fund this project.

A copy of the lowest and best bid is attached for the Department of Finance and Administration's use in preparing a purchase order for the project. The list of streets scheduled for work under this project is attached. Should you require additional information, please advise.



**BID TABULATION**  
**2015 SELECTIVE SLAB REPLACEMENT PROJECT**  
**2015-PW-03 A**  
**February 17, 2015**

ITEM #	DESCRIPTION	UNIT	QUANTITY	Project Estimate		Crafton Contracting		Amcon Municipal Concrete		J.M. Marechuetz Construction Co.		Spencer Contracting	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	15,046	\$37.50	\$564,225.00	\$37.50	\$564,225.00	\$39.90	\$600,335.40	\$47.00	\$707,162.00	\$46.50	\$699,639.00
2	JOINT SEALANT	Sq. Yd.	15,046	\$1.70	\$25,578.20	\$1.75	\$26,330.50	\$1.60	\$24,073.60	\$2.60	\$37,615.00	\$2.35	\$35,358.10
3	4" ROLLED STONE BASE	Sq. Yd.	15,046	\$4.50	\$67,707.00	\$4.25	\$63,945.50	\$3.82	\$57,475.72	\$6.00	\$90,276.00	\$6.75	\$101,560.50
4	UNDERGRADING	Cu. Ft.	700	\$2.50	\$1,750.00	\$1.00	\$700.00	\$0.50	\$350.00	\$3.25	\$2,275.00	\$2.50	\$1,750.00
5	GEOTEXTILE FABRIC	Sq. Yd.	15,046	\$1.35	\$20,312.10	\$1.00	\$15,046.00	\$0.90	\$13,541.40	\$1.50	\$22,569.00	\$1.50	\$22,569.00
6	STRUCTURAL GEOGRID	Sq. Yd.	625	\$2.25	\$1,181.25	\$1.00	\$525.00	\$0.50	\$262.50	\$4.50	\$2,362.50	\$2.35	\$1,233.75
7	SEEDING & MULCHING	Sq. Yd.	794	\$3.00	\$2,381.00	\$1.00	\$794.00	\$0.50	\$397.00	\$8.00	\$4,784.00	\$5.00	\$3,970.00
8	TRAFFIC CONTROL	L.S.	1	\$23,000.00	\$23,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$17,000.00	\$17,000.00
9	PAVED APPROACHES	Sq. Yd.	588	\$60.00	\$35,280.00	\$49.00	\$28,812.00	\$53.00	\$31,164.00	\$65.00	\$38,220.00	\$68.00	\$39,984.00
10	SAWCUTTING	Lin. Ft.	375	\$4.00	\$1,500.00	\$2.76	\$1,031.25	\$1.95	\$731.25	\$2.50	\$937.50	\$5.00	\$1,875.00
11	PAVEMENT LUGS	Each	1	\$2,000.00	\$2,000.00	\$700.00	\$700.00	\$250.00	\$250.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
12	UNDERDRAINS	Lin. Ft.	411	\$16.00	\$6,576.00	\$13.00	\$5,343.00	\$14.00	\$5,754.00	\$20.00	\$8,220.00	\$18.00	\$7,398.00
13.0	SIDEWALKS	Sq. Ft.	980	\$6.50	\$6,240.00	\$5.50	\$5,280.00	\$5.45	\$5,232.00	\$7.00	\$6,720.00	\$7.00	\$6,720.00
13.1	DETECTABLE WARNING SURFACE	Each	6	\$400.00	\$2,400.00	\$300.00	\$1,800.00	\$350.00	\$2,100.00	\$400.00	\$2,400.00	\$1,000.00	\$6,000.00
14	REPLACE INLET SILL	Each	8	\$450.00	\$3,600.00	\$380.00	\$3,040.00	\$400.00	\$3,200.00	\$525.00	\$4,200.00	\$600.00	\$4,800.00
15	ADJUSTMENT OF INLET SILL	Each	9	\$400.00	\$3,600.00	\$400.00	\$3,600.00	\$400.00	\$3,800.00	\$625.00	\$4,725.00	\$600.00	\$5,400.00
16	DRILLING AND DOWELING	Each	191	\$12.00	\$2,292.00	\$11.00	\$2,101.00	\$10.00	\$1,910.00	\$15.00	\$2,865.00	\$14.00	\$2,674.00
17	A2 JOINTS	Lin. Ft.	488	\$15.50	\$7,254.00	\$20.00	\$9,360.00	\$13.50	\$6,318.00	\$25.00	\$11,700.00	\$18.00	\$8,424.00
18	SILT FENCE	Lin. Ft.	220	\$2.00	\$440.00	\$1.20	\$264.00	\$1.60	\$330.00	\$3.25	\$715.00	\$3.00	\$660.00
19	INLET PROTECTION	Each	15	\$100.00	\$1,500.00	\$50.00	\$750.00	\$50.00	\$750.00	\$100.00	\$1,500.00	\$100.00	\$1,500.00
20	GRADED TROUGH REPLACEMENT	Each	3	\$22,000.00	\$66,000.00	\$15,500.00	\$46,500.00	\$16,750.00	\$50,250.00	\$22,500.00	\$67,500.00	\$25,000.00	\$75,000.00
	BID FORM TOTAL				\$844,816.55	* Math Error	\$785,147.25		\$818,024.87		\$1,042,728.00	* Math Error	\$1,048,015.35
	SCHEDULE INCENTIVE				\$23,400.00		\$23,400.00		\$23,400.00		\$23,400.00		\$23,400.00
	TOTAL BID				\$868,216.55		\$808,547.25		\$841,424.87		\$1,066,128.00		\$1,069,415.35

### BID FORM

BID TIME: 10:00 a.m.

BID DATE: Tuesday, February 17, 2015

TO: THE CITY OF CHESTERFIELD

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

2015 Selective Slab Replacement  
2015-PW-03 A

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

The City is requesting unit price proposals for this work, consisting of the removal and reconstruction of approximately 15,000 square yards of concrete pavement, property restoration and other necessary appurtenances..

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

**Bid submitted by:**

Company Name: Amcon Municipal Concrete, LLC

Address: 850 Honestar Dr

City, State O'Fallon, MO 63366

Phone number: 636-379-9396 Fax: 636-240-3699

E-mail address: amcon concrete @ yahoo, com

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

Officer Paul J. Amelung

Title Member

Signature Paul J. Amelung

Date 2/17/2015

**2015 SELECTIVE SLAB REPLACEMENT PROJECT**

**2015-PW-03-A**

<b>Street</b>	<b>From</b>	<b>To</b>	<b>Subdivision</b>	<b>Comments</b>
<b>Summer Blossom Lane</b>	<b>Schoettler Road</b>		<b>Seasons at Schoettler</b>	
<b>Summer Blossom Court</b>	<b>Summer Blossom Lane</b>	<b>End</b>	<b>Seasons at Schoettler</b>	
<b>Squires Way Drive</b>	<b>Schoettler Valley Drive</b>	<b>15426</b>	<b>Bridle Creek</b>	
<b>Pine Run Drive</b>	<b>Schoettler Valley Drive</b>	<b>1947</b>	<b>Bridle Creek</b>	
<b>White Lane Drive</b>	<b>2158 White Lane Drive</b>	<b>Brook Hill Drive</b>	<b>Brook Hill Estates</b>	
<b>Annassara Court</b>	<b>White Lane Drive</b>	<b>End</b>	<b>Brook Hill Estates</b>	
<b>White Lane Court</b>	<b>White Lane Drive</b>	<b>End</b>	<b>Brook Hill Estates</b>	
<b>Mill Spring Drive</b>	<b>14750 Mill Spring Drive</b>	<b>14750 Mill Spring Drive</b>	<b>Chesterfield Trails</b>	<b>Trench Grate</b>
<b>Chesterfield Trails Drive</b>	<b>14722 Chesterfield Trails</b>	<b>14722 Chesterfield Trails</b>	<b>Chesterfield Trails</b>	<b>Trench Grate</b>

**RECOMMENDATION - BID AWARD - 2015 SELECTIVE SLAB REPLACEMENT - PROJECT "B"**

As detailed in the enclosed MEMO, prepared by Jim Eckrich, Public Works Director/City Engineer, bids were recently opened regarding that portion of this year's capital street replacement project, known as "**Project B**". Having reviewed the bids received, Mr. Eckrich recommends award of a contract to the low bidder, **Amcon Municipal Concrete**, in an amount-not-to-exceed **\$900,000**. Adequate funds exist within the FY2015 Capital Improvement Sales Tax Budget, to cover this entire cost. I fully support Mr. Eckrich's recommendation.

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



**DATE:** February 24, 2015

**TO:** Michael G. Herring, ICMA-CM  
City Administrator

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

**RE:** 2015 Selective Slab Replacement Project B

---

The Department of Public Services publicly opened bids for the 2015 Selective Slab Replacement Project B on February 19, 2015. The results of the bid opening are detailed in the attached memorandum from Project Manager Mark Wilson. After reviewing the bids, Staff recommends the project be awarded to the low bidder, Amcon Municipal Concrete, in the amount of \$900,000. This figure includes the bid amount (\$881,558), the potential schedule incentive (\$23,600), and a modest contingency to account for scope modifications and change orders. Amcon has successfully performed street replacement work in the City of Chesterfield in the past and is highly recommended by City Staff. Additionally, City Staff believes that Amcon is capable of effectively performing both Project A and Project B for the City of Chesterfield.

The streets included as part of this project are detailed on the last page of the attachment. This project is budgeted within Account 120-079-5490. Should you have questions or require additional information on this project, please let me know.

Concurrence:

*[Signature]*  
\_\_\_\_\_  
Craig White, Finance Director

*[Signature]*  
3/4/15

**Action Recommended**

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to enter into an Agreement with Amcon Municipal Concrete in the amount of \$900,000.

Cc: Michael O. Geisel, Director of Public Services

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# MEMORANDUM



**DATE:** February 23, 2015  
**TO:** Jim Eckrich, Public Works Director  
**FROM:** Mark Wilson, Project Manager  
**SUBJECT:** 2015 Selective Slab Replacement Project, Area B - 2015-PW-03B

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As you are aware, we opened bids for the above referenced project Thursday, February 19, 2015. Three bids were received:

<u>Contractor</u>	<u>Total Bid</u>
Amcon Municipal Concrete	\$881,557.65
Concrete Strategies	\$1,024,423.00
Spencer Contracting	\$1,053,072.00

The low bidder, Amcon Municipal Concrete has successfully performed street replacement work in the past in the City of Chesterfield.

**Accordingly, I recommend acceptance of the bid of \$881,557.65 submitted by Amcon Municipal Concrete and request authorization of work up to the amount of \$900,000.** This amount includes the full value (\$23,600) of the possible schedule incentive available to the contractor. Adequate funding is available in the Capital Projects Street Improvements account, 120-079-5490, to fund this project.

A copy of the lowest and best bid is attached for the Department of Finance and Administration's use in preparing a purchase order for the project. The list of streets scheduled for work under this project is attached. Should you require additional information, please advise.

**BID FORM**

BID TIME: 10:00 a.m.

BID DATE: Thursday, February 19, 2015

TO: THE CITY OF CHESTERFIELD

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

2015 Selective Slab Replacement  
2015-PW-03 B

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

The City is requesting unit price proposals for this work, consisting of the removal and reconstruction of approximately 15,950 square yards of concrete pavement, property restoration and other necessary appurtenances..

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

**Bid submitted by:**Company Name: Amcon Municipal Concrete, LLCAddress: 850 Lonestar Dr.City, State: O'Fallon, MO 63366Phone number: 636-379-9396 Fax: 636-240-3699E-mail address: amconconcrete@yahoo.com

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

Officer: Paul J. AmelongTitle: MemberSignature: Paul J. AmelongDate: 2/19/15



**BID TABULATION  
2015 SELECTIVE SLAB REPLACEMENT PROJECT  
2015-PW-03 B  
February 19, 2015**

ITEM #	DESCRIPTION	UNIT	QUANTITY	Project Estimate		Amcon Municipal Concrete		Concrete Strategies		Spencer Contracting	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	15,950	\$37.50	\$598,125.00	\$41.57	\$663,041.50	\$45.90	\$732,105.00	\$46.50	\$741,675.00
2	JOINT SEALANT	Sq. Yd.	15,950	\$1.70	\$27,115.00	\$1.65	\$26,317.50	\$2.50	\$39,875.00	\$2.35	\$37,482.50
3	4" ROLLED STONE BASE	Sq. Yd.	15,950	\$4.50	\$71,775.00	\$4.00	\$63,800.00	\$6.50	\$103,875.00	\$6.75	\$107,662.50
4	UNDERGRADING	Cu. Ft.	350	\$2.50	\$875.00	\$0.50	\$175.00	\$6.50	\$2,275.00	\$2.50	\$875.00
5	GEOTEXTILE FABRIC	Sq. Yd.	15,950	\$1.35	\$21,532.50	\$1.00	\$15,950.00	\$1.00	\$15,950.00	\$1.50	\$23,925.00
6	STRUCTURAL GEOGRID	Sq. Yd.	300	\$2.25	\$675.00	\$0.50	\$150.00	\$4.00	\$1,200.00	\$2.35	\$705.00
7	SEEDING & MULCHING	Sq. Yd.	638	\$3.00	\$1,908.50	\$0.50	\$318.00	\$15.00	\$9,540.00	\$5.00	\$3,180.00
8	TRAFFIC CONTROL	L.S.	1	\$20,000.00	\$20,000.00	\$10,600.00	\$10,600.00	\$5,000.00	\$5,000.00	\$17,000.00	\$17,000.00
9	PAVED APPROACHES	Sq. Yd.	504	\$60.00	\$30,240.00	\$55.00	\$27,720.00	\$60.00	\$30,240.00	\$68.00	\$34,272.00
10	SAWCUTTING	Lin. Ft.	483	\$3.00	\$1,449.00	\$2.05	\$990.15	\$9.00	\$4,347.00	\$5.00	\$2,415.00
11	PAVEMENT LUGS	Each	1	\$2,000.00	\$2,000.00	\$250.00	\$250.00	\$400.00	\$400.00	\$2,500.00	\$2,500.00
12	UNDERDRAINS	Lin. Ft.	270	\$16.00	\$4,320.00	\$15.00	\$4,050.00	\$10.00	\$2,700.00	\$18.00	\$4,860.00
13.0	SIDEWALKS	Sq. Ft.	2,240	\$6.00	\$13,440.00	\$5.75	\$12,880.00	\$10.50	\$23,520.00	\$7.00	\$15,680.00
13.1	DETECTABLE WARNING SURFACE	Each	12	\$400.00	\$4,800.00	\$385.00	\$4,380.00	\$185.00	\$2,220.00	\$1,000.00	\$12,000.00
14	REPLACE INLET SILL	Each	5	\$450.00	\$2,250.00	\$400.00	\$2,000.00	\$1,000.00	\$5,000.00	\$600.00	\$3,000.00
15	ADJUSTMENT OF INLET SILL	Each	8	\$400.00	\$2,400.00	\$400.00	\$2,400.00	\$500.00	\$3,000.00	\$600.00	\$3,600.00
16	DRILLING AND DOWELING	Each	303	\$12.00	\$3,636.00	\$10.50	\$3,181.50	\$14.00	\$4,242.00	\$14.00	\$4,242.00
17	A2 JOINTS	Lin. Ft.	536	\$15.50	\$8,308.00	\$14.00	\$7,504.00	\$6.50	\$3,484.00	\$18.00	\$9,648.00
18	SILT FENCE	Lin. Ft.	200	\$2.00	\$400.00	\$1.50	\$300.00	\$4.50	\$900.00	\$3.00	\$600.00
19	INLET PROTECTION	Each	10	\$100.00	\$1,000.00	\$50.00	\$500.00	\$170.00	\$1,700.00	\$100.00	\$1,000.00
20	GRATED TROUGH REPLACEMENT	Each	0	\$22,000.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$0.00
21	PAVEMENT STRIPING	Lin. Ft.	2,100	\$2.00	\$4,200.00	\$5.50	\$11,550.00	\$4.50	\$9,450.00	\$1.50	\$3,150.00
BID FORM TOTAL					\$820,449.00		\$857,957.65		\$1,000,823.00		\$1,029,472.00
SCHEDULE INCENTIVE					\$23,600.00		\$23,600.00		\$23,600.00		\$23,600.00
TOTAL BID					\$844,049.00		\$881,557.65		\$1,024,423.00		\$1,053,072.00

2015 SELECTIVE SLAB REPLACEMENT PROJECT

2015-PW-03-B

<b>Street</b>	<b>From</b>	<b>To</b>	<b>Subdivision</b>	<b>Comments</b>
Saylesville Drive	Entrance	Saylesville Court	Green Trails Country Club Grounds	
Sunley Lane	Hill House Road	Plymton Lane	Kehrs Mill Farm	
Plymton Lane	Sunley Lane	Kittridge Court	Kehrs Mill Farm	
Kittridge Court	2272	2269	Kehrs Mill Farm	
Tambour Court	Sunley Lane	End	Kehrs Mill Farm	
Clarkson Woods Drive	Clarkson Road	Woodlet Way Court	Clarkson Woods	

**RECOMMENDATION - BID AWARD - 2015 SELECTIVE SLAB REPLACEMENT - PROJECT "C"**

As detailed in the enclosed MEMO, prepared by Jim Eckrich, Public Works Director/City Engineer, bids were recently opened regarding that portion of this year's capital street replacement project, known as "**Project C**". Having reviewed the bids received, Mr. Eckrich recommends award of a contract to the low bidder, **Spencer Contracting**, in an amount-not-to-exceed **\$350,000**. Adequate funds exist within the FY2015 Capital Improvement Sales Tax Budget, to cover this entire cost. I fully support Mr. Eckrich's recommendation.

Please note that this is the first year that Staff has broken the concrete work into three contracts. Unlike PROJECTS "A" and "B", the scope for PROJECT "C" encompasses a smaller number of failed or deteriorated slabs and will allow for the completion of a wider variety of projects, during the upcoming construction season.

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



**DATE:** February 25, 2015

**TO:** Michael G. Herring, ICMA-CM  
City Administrator

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

**RE:** 2015 Selective Slab Replacement Project C

The Department of Public Services publicly opened bids for the 2015 Selective Slab Replacement Project C on February 20, 2015. The results of the bid opening are detailed in the attached memorandum from Project Manager Mark Wilson. After reviewing the bids, Staff recommends the project be awarded to the low bidder, Spencer Contracting, in the amount of \$350,000. This figure includes the bid amount (\$334,130), the potential schedule incentive (\$5,000), and a modest contingency to account for scope modifications and change orders. Spencer Contracting has not previously performed work for the City of Chesterfield, but a thorough reference check indicates they have successfully performed work of this size and magnitude for other municipalities in the St. Louis area.

Please note that this is the first year in the recent past that the City of Chesterfield has broken the concrete work into three contracts. This was accomplished because Project C differs somewhat significantly from A and B. Project A and B involve replacing all or nearly all of the slabs within a large section of a street, generally encompassing an entire block. Project C addresses a smaller number of deteriorated slabs on streets which are otherwise in good condition. This allows us to pay a rather low rate for concrete placement (\$39.90 and \$41.47 per square yard) within Project A and B, which encompass the great majority of our work (31,000 SY), while only paying a somewhat higher rate (\$50.58) for the smaller Project C (4,200 SY). The result is three projects at a total not-to-exceed cost of \$2,150,000, which coincides exactly with the budgeted figure.

The streets included as part of Project C are detailed on the last page of the attachment. This project is budgeted within Account 120-079-5490. Should you have questions or require additional information on this project, please let me know.

Concurrence:

*Craig White*  
\_\_\_\_\_  
Craig White, Finance Director

*JAE*  
3/4/15

**Action Recommended**

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to enter into an Agreement with Amcon Municipal Concrete in the amount of \$350,000.

Cc: Michael O. Geisel, Director of Public Services

# MEMORANDUM



**DATE:** February 25, 2015  
**TO:** Jim Eckrich, Public Works Director  
**FROM:** Mark Wilson, Project Manager  
**SUBJECT:** 2015 Selective Slab Replacement Project, Area C - 2015-PW-03C

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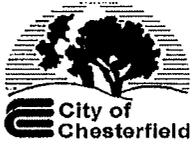
As you are aware, we opened bids for the above referenced project Friday, February 20, 2015. Four bids were received:

<u>Contractor</u>	<u>Total Bid</u>
Spencer Contracting	\$334,130.11
Crafton Contracting	\$337,045.25
Amcon Municipal Concrete	\$380,694.23
Concrete Strategies	\$448,732.00

The low bid, Spencer Contracting has not previously worked for the City of Chesterfield. After checking references, they have completed work of this scope in the past.

**Accordingly, I recommend acceptance of the bid of \$334,130.11 submitted by Spencer Contracting and request authorization of work up to the amount of \$350,000.** This amount includes the full value (\$5,000) of the possible schedule incentive available to the contractor. Adequate funding is available in the Capital Projects Street Improvements account, 120-079-5490, to fund this project.

A copy of the lowest and best bid is attached for the Department of Finance and Administration's use in preparing a purchase order for the project. The list of streets scheduled for work under this project is attached. Should you require additional information, please advise.



**BID TABULATION  
2015 SELECTIVE SLAB REPLACEMENT PROJECT  
2015-PW-03 C  
February 20, 2015**

ITEM #	DESCRIPTION	UNIT	QUANTITY	Project Estimate		Spencer Contracting		Crafton Contracting		Amcon Municipal Concrete		Concrete Strategies	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	4,185	\$38.50	\$161,122.50	\$50.68	\$211,077.30	\$81.00	\$255,285.00	\$63.70	\$266,684.50	\$78.00	\$328,430.00
2	JOINT SEALANT	Sq. Yd.	4,185	\$1.75	\$7,323.75	\$1.90	\$7,951.50	\$1.75	\$7,323.75	\$1.25	\$5,231.25	\$3.00	\$12,555.00
3	4" ROLLED STONE BASE	Sq. Yd.	4,185	\$4.50	\$18,832.50	\$7.94	\$33,228.90	\$4.25	\$17,786.25	\$9.82	\$41,096.70	\$5.00	\$20,925.00
5	GEOTEXTILE FABRIC	Sq. Yd.	4,185	\$1.35	\$5,649.75	\$0.89	\$2,807.65	\$1.00	\$4,185.00	\$1.10	\$4,603.50	\$1.00	\$4,185.00
7	SEEDING & MULCHING	Sq. Yd.	257	\$2.00	\$513.87	\$30.29	\$7,784.53	\$1.00	\$257.00	\$1.00	\$257.00	\$7.00	\$1,799.00
8	TRAFFIC CONTROL	L.S.	1	\$15,000.00	\$15,000.00	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$3,300.00	\$3,300.00
9	PAVED APPROACHES	Sq. Yd.	198	\$60.00	\$11,760.00	\$68.33	\$13,000.88	\$50.00	\$9,800.00	\$65.00	\$12,740.00	\$78.00	\$15,288.00
10	SAWCUTTING	Lin. Ft.	1,755	\$3.00	\$5,265.00	\$6.00	\$10,530.00	\$1.95	\$3,422.25	\$4.00	\$7,020.00	\$5.00	\$8,775.00
12	UNDERDRAINS	Lin. Ft.	70	\$16.00	\$1,120.00	\$80.75	\$5,652.50	\$15.00	\$1,050.00	\$20.00	\$1,400.00	\$23.00	\$1,610.00
13.0	SIDEWALKS	Sq. Ft.	640	\$6.00	\$3,840.00	\$13.17	\$8,428.80	\$5.50	\$3,520.00	\$7.00	\$4,480.00	\$27.00	\$17,280.00
13.1	DETECTABLE WARNING SURFACE	Each	4	\$400.00	\$1,600.00	\$149.50	\$598.00	\$300.00	\$1,200.00	\$400.00	\$1,600.00	\$180.00	\$720.00
14	REPLACE INLET SILL	Each	3	\$450.00	\$1,350.00	\$172.50	\$517.50	\$400.00	\$1,200.00	\$500.00	\$1,500.00	\$1,200.00	\$3,600.00
15	ADJUSTMENT OF INLET SILL	Each	5	\$400.00	\$2,000.00	\$86.25	\$431.25	\$380.00	\$1,900.00	\$500.00	\$2,500.00	\$650.00	\$3,250.00
16	DRILLING AND DOWELING	Each	1,287	\$12.00	\$15,204.00	\$14.00	\$17,738.00	\$11.00	\$13,937.00	\$11.84	\$15,011.28	\$15.00	\$18,005.00
17	A2 JOINTS	Lin. Ft.	55	\$15.50	\$852.50	\$15.50	\$852.50	\$15.00	\$825.00	\$20.00	\$1,100.00	\$60.00	\$3,300.00
18	SILT FENCE	Lin. Ft.	140	\$2.00	\$280.00	\$3.45	\$483.00	\$1.10	\$154.00	\$2.00	\$280.00	\$6.50	\$910.00
19	INLET PROTECTION	Each	4	\$100.00	\$400.00	\$92.00	\$368.00	\$50.00	\$200.00	\$75.00	\$300.00	\$200.00	\$800.00
	<b>BID FORM TOTAL</b>				\$252,113.67		\$329,130.11		\$332,045.25		\$375,694.23		\$443,732.00
	<b>SCHEDULE INCENTIVE</b>				\$5,000.00		\$5,000.00		\$5,000.00		\$5,000.00		\$5,000.00
	<b>TOTAL BID</b>				\$257,113.67		\$334,130.11		\$337,045.25		\$380,694.23		\$448,732.00

**BID FORM**

BID TIME: 9:00 a.m.

BID DATE: Friday, February 20, 2015

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda 1 through \_\_\_\_\_, for the

2015 Selective Slab Replacement  
2015-PW-03 C

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

The City is requesting unit price proposals for this work, consisting of the removal and reconstruction of approximately 4,185 square yards of concrete pavement, property restoration and other necessary appurtenances..

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

**Bid submitted by:**

Company Name: Spencer Contracting Co.

Address: 3073 Arnold Tenbrook Road

City, State Arnold, MO 63010

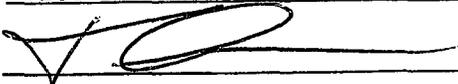
Phone number: 314-843-5166 Fax: 314-843-6106

E-mail address: tjs@spencercontracting.com

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

Officer Tim Spencer

Title Vice President

Signature 

Date 2-20-15

**2015 SELECTIVE SLAB REPLACEMENT PROJECT  
2015-PW-03-C**

<b>Street</b>	<b>From</b>	<b>To</b>	<b>Subdivision</b>	<b>Comments</b>
<b>N. Woods Mill Drive</b>	<b>Olive Road</b>	<b>Intersection</b>	<b>No Subdivision</b>	
<b>Shady Valley Drive</b>			<b>Riverbend Estates</b>	
<b>Trailtop Drive</b>			<b>South Trails</b>	
<b>Luray Drive</b>			<b>Shenandoah</b>	
<b>Cabinview Court</b>			<b>Nooning Tree</b>	
<b>Thornhill Terrace Drive</b>			<b>Nooning Tree</b>	
<b>Calliope Drive</b>			<b>Nooning Tree</b>	
<b>Conway Road</b>			<b>No Subdivision</b>	
<b>Sun Flower Court</b>			<b>Baxter Lakes Addition</b>	
<b>Quiet Oak Drive</b>			<b>Old Clarkson Forest</b>	
<b>Schoettler Spur Road</b>			<b>No Subdivision</b>	
<b>Wilson Farm Drive</b>			<b>Wilson Farm Estates</b>	
<b>Appaloosa Court</b>			<b>Appaloosa Way</b>	
<b>Hillcrest Field Drive</b>			<b>Somerset</b>	
<b>Old Chesterfield Road</b>			<b>No Subdivision</b>	

**RECOMMENDATION: AQUATIC CENTER – MAINTENANCE OPERATIONS**

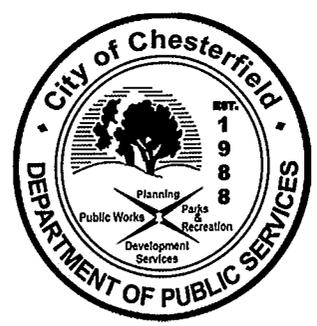
As detailed in the enclosed MEMO, prepared by Mike Geisel, Director of Public Services, Staff is recommending an extension of the current contract with **Westport Pools**, for **daily maintenance operations at the City's Family Aquatic Center**. The option to extend was actually included with the original bid award, when City Council first approved a contract with Westport Pools, in 2012. With all of this in mind, **I join with Mr. Geisel in recommending this contract extension, for calendar year 2015.**

If approved by City Council, the cost for 2015 will actually be LESS than the cost for each of the previous three years. **The FY2015 Budget contains adequate funds to cover this entire expense.**

As always, if you have any questions, please contact Mr. Geisel or me, prior to Monday's meeting.

✓MGA  
3/11/15

# MEMORANDUM



**DATE:** March 11, 2015  
**TO:** Michael Herring, City Administrator  
**FROM:** Mike Geisel, Director of Public Services  
**RE:** Aquatic Facility Maintenance Operations

As you are aware, the Department of Public Services, Parks, Recreation and Arts Division, contracts for the daily maintenance operations at the City's aquatic facility. As you are also aware, the maintenance contract provides a scope of work for daily maintenance items including start-up & shut down, and also provides an hourly rate for services on an as-needed basis. I've included the contractual scope of work for your convenient reference. I have also attached page C2 of the contract documents which identify the term of the contract, including the two option years previously referenced. The City last sought bids for this service in 2012, at which time City Council approved a three year contract with the option to exercise up to two additional years, 2015 and 2016, at the same terms. **Staff has negotiated with our provider and they have agreed to provide these services at a reduced cost in 2015, as compared to the original bid cost, and as compared to the costs in each year 2012 - 2014. The City's cost in 2015 will be \$2,841 less than the original annual cost proposed by Westport.**

**Westport Pools;**

Year	Maintenance Fee	Labor	Material
2015	\$31,500	\$104/\$142	20%
2014	\$34,341	\$104/\$142	20%
2013	\$34,341	\$104/\$142	20%
2012	\$34,341	\$104/\$142	20%

As you are also aware, Staff has previously processed a recommendation for Operation of the pool by Midwest Pool. Midwest and Westport are affiliated companies. Midwest is the operational arm and ~~Midwest~~ <sup>WESTPORT</sup> is their maintenance subsidiary. As such, we are comfortable and confident in the cooperation and coordination of these activities for 2015. Such close coordination reduces the opportunity for arguments related to work allocations and responsibility for execution.

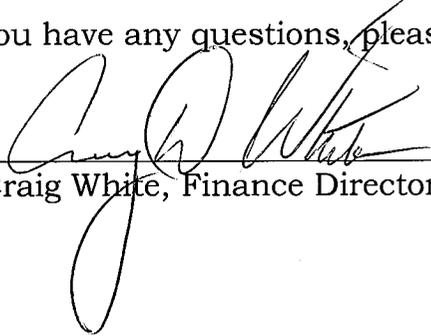
Michael G. Herring  
Municipal Parks Grant  
March 3, 2015  
Page 2

**Accordingly, I recommend that City Council exercise its contractual option with Westport Pools for maintenance operations of the Family Aquatic Center for 2015.**

Funds have been budgeted in the 2015 Parks Operations budget 119-084-5261 for professional services related to the Family Aquatic Center maintenance.

As always, if you have any questions, please advise.

Concurrence:

  
\_\_\_\_\_  
Craig White, Finance Director

Attachments

ARTICLE III.

Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall begin April 1, 2012 to March 31, 2012 for year one; from April 1, 2013 to March 31, 2013 for year two and from April 1, 2014 to March 31, 2014 for year three. The City's will have the option to renew annually from April 1, 2015 to March 31, 2015 for year four and from April 1, 2016 to March 31, 2016 for year five under the same terms and conditions.

ARTICLE IV.

The Contract Sum and Payments

The Contractor shall be compensated in accordance with the financial figures and schedule of payments as outlined in Exhibit A.

ARTICLE V.

Manner and Time of Completion

Completion of the Work in accordance with time limits, dates set forth and specified in the Contract Documents is an essential condition of the Contract. If the Contractor fails to complete the work in accordance with the Contract Documents, the Contractor shall pay the City liquidated damages as outlined in the Contract Documents.

ARTICLE VI.

Exclusive Contract and Termination of Contract by City

2015  
OPTION

The City will award an exclusive Contract Agreement to one (1) Contractor for the right to maintain the facility. The Contract is valid from April 1, 2012 to March 31, 2012 for year one; from April 1, 2013 to March 31, 2013 for year two and from April 1, 2014 to March 31, 2014 for year three. The City's will have the option to renew annually from April 1, 2015 to March 31, 2015 for year four and from April 1, 2016 to March 31, 2016 for year five under the same terms and conditions. .



This Contract Agreement shall be subject to termination by the City in the event of sale or destruction of the facilities or because of misfeasance or malfeasance by the operator. The City may also terminate this Contract Agreement for repeated noncompliance with requirements as set forth and specified in the Contract Documents. The City reserves the right to terminate the Contract Agreement for any reason with a Thirty (30) day written notice.

## Scope of Services

### Pre-Season

Westport Pools will have the pools filled, with the filter systems, and chemical controllers in operation at least 10 days prior to opening day. Our plan to accomplish this is detailed below.

- Drain pools, open hydrostatic relief valves, remove all debris, power-wash, and acid wash surfaces as needed. Pump out surge tanks, and remove all debris from tanks. This work will be done in late April.
- Assemble all mechanical equipment, check operation of all valves, assemble all play structures, test all motors, test underwater lights, wax water slides, install all inlet fittings, inspect diving boards and towers, install all rail goods, install covers on Funbrellas, install hydrostatic relief valves, and install main drain grates.
- Clean any residual debris from the pools and start the pools filling. Monitor water level in the pools, and bring the pools to the normal operating levels. Work to be done the 1<sup>st</sup> week of May.
- Start the mechanical systems, install the probes for the controllers, and begin balancing the pool chemicals. Start-up chemicals are included. Test chemicals on a daily basis, and adjust as needed. Calibrate the controllers, test and adjust the chemical feeders, monitor the pressure on the filter tanks and backwash as needed. Co-ordinate all task listed with the City's preparation and repairs of the Aquatic Center not covered in this proposal, as well as work with the pool management company during the pre-season process.
- Start and test the operation of all the water features and slides. Adjust water flow to these devices to meet the manufactures specifications. This work will be done during the second week of May.
- Westport Pools will report any mechanical deficiencies discovered to the city immediately.

### In Season

- Westport Pools will assign a full time employed Certified Pool Operator trained service technician to perform the tasks as outlined in proposal for the Chesterfield Family Aquatic Center. It is our intent to use the same technician throughout the season thus providing a pride of ownership by the technician and a familiarity with your expectations. We will not assign this task to part time seasonal high school or college students.
- Base pay rate for our technicians is between \$18.00-\$21.00.
- Technician will arrive at the site at approximately 7:30 a.m. Monday-Friday. Work will include, testing the water chemistry in all bodies of water, making any needed chemical adjustments, monitoring the chemical controllers and feeders, cleaning all strainers in the mechanical room, backwashing the filters if needed, and turning on the water feature pumps. Technician will also walk the facility each day and report any issues to the city.
- Westport Pools will lubricate all o-rings and peristaltic tubes at the beginning of the season, and continue the preventative maintenance of these pieces throughout the season. It will be Westport Pools responsibility to keep the mechanical room neat and orderly, including the storage of chemicals.

**Shut Down**

- The day after the pool closes, Westport Pools, will begin to lower the water level in the pools to the correct winter levels. Strainer baskets and controller probes will be removed and stored. Westport Pools will monitor the lowering of the water until the correct level is achieved.

**Winterization** The pool will be winterized before the end of October.

- Winterization will include:
- removing all the water from the underground pool and feature piping using compressed air
- Adding non-toxic anti-freeze to pipes or equipment as needed
- Install the city's winterizing plugs in the appropriate lines
- Remove the canvases from the Funbrellas
- Disassemble the play features as needed
- Drain all pumps, filters, and face piping,
- Store the chemical feeders for the winter.

**Winter Inspections**

Westport Pools will visit the pool one time per month during the winter months to monitor the water level and adjust if needed, inspect winterizing plugs, and check anti-freeze levels.

This proposal does not include winterizing the bath house or any fresh water lines.

**Repair Work**

- In the case of any needed repair work, the City will be notified and upon authorization by the City work will be billed on a time and material basis at a rate of \$104.00 per hour for one technician, and \$142.00 per hour if a two man crew is needed. Material will carry a 20% mark-up.

**Insurance**

- A certificate of insurance is attached to this proposal outlining our coverage. It should be noted that Westport Pools carries a \$2,000,000. Umbrella Liability. We are happy to provide the \$5,000,000. coverage as specified, however the cost of the additional coverage is a \$6,975.00 add to this proposal.

**Cost of Work**

- Westport Pools proposes to perform the work as detailed in this scope letter for \$27,366.00

+ 6,975.00 INS,  
\$ 34,341

**REQUEST FOR PROPOSALS**  
**CHESTERFIELD FAMILY AQUATIC CENTER**  
**MAINTENANCE OPERATIONS**  
  
For the  
  
**CITY OF CHESTERFIELD**

**Issue Date:** March 20, 2012

**Submittal Due Date:** April 2, 2012

**Responses to this RFP should be submitted in a sealed envelope, with submitting Pool Maintenance Companies name and "City of Chesterfield – Chesterfield Family Aquatic Center Maintenance Operations" printed clearly on the envelope and directed to:**

**Steve Jarvis**

**Assistant Director of Parks and Recreation**

**690 Chesterfield Parkway West**

**Chesterfield, MO 63017**

**INVITATION TO PROPOSE**

The City of Chesterfield, Missouri invites qualified pool maintenance companies to submit sealed proposals to provide pool maintenance operations at the Chesterfield Family Aquatic Center. The maintenance of the aquatic center shall consist but not limited to the following: Preventative and daily maintenance of all Mechanical Systems, Pools, Slides, Play Features, Valves, etc.; Pool Start Up; Pool Closure and Winterization; and Chemicals. The Pool Maintenance Contractor who maintains the Chesterfield Family Aquatic Center shall possess municipal aquatic center maintenance skills and experience with swimming facilities consisting of similar water features and pool water area equal to or greater than 90% of the water area of the Chesterfield Family Aquatic Center, and the ability to perform quality work, as solely

determined by the City of Chesterfield, which qualifies it to maintain the Chesterfield Family Aquatic Center.

It is the desire of the City to award an exclusive agreement to one (1) Contractor for the right to provide pool maintenance operations for the facility. The Contract is valid for the 2012 - 2014, with the City's option to renew annually for up to two (2) years (2015, 2016) under the same terms and conditions.

## **INFORMATION FOR PROPOSERS**

Each bidder shall submit references, which should conform to the following requirements:

1. Municipal only. Private clubs, condominiums, hotels or apartment complexes are not acceptable.
2. Pool water of at least 20,000 square feet.
3. Municipal pool experiences represented shall include a minimum of three (3) consecutive years. Detail in the proposal the experience with the following water features: water slides, lazy rivers, zero depth entry pools, splash playgrounds. Contractor shall possess minimum of three (3) consecutive years of experience with High Rate Sand Filtration systems.
4. Facility name, contact person and title, phone number, address and number of years facility was maintained should be included.

Final Selection criteria will be based on:

1. Experience in maintaining Municipal Aquatic Facilities and experience with the above detailed water features and square footage.
2. Ability to maintain and troubleshoot all aspects of the Aquatic Center.
3. Past performance record and evaluations by former clients.
4. Depth of organization and ability to respond to all anticipated needs of the facility.
5. Maintenance Company Proposal.

## SCOPE OF SERVICES

### Operation

The Aquatic Center shall be open to the public from the Saturday prior to Memorial Day through the Day after Labor Day, during the following hours of operation:

Monday, Tuesday, Wednesday, Thursday and Friday	12:00 P.M. – 8:00 P.M.
Saturday, Sunday and Holidays	10:00 A.M. – 8:00 P.M.
Day after Labor Day (special event)	TBD

### Amended Schedule (three weeks prior to Labor Day)

Monday, Tuesday, Wednesday, Thursday and Friday	12:00 P.M. – 8:00 P.M.
Leisure Pool and Leisure Pool Slide Only	12:00 P.M. – 4:00 P.M.
Lazy River, All Slides, Competition Pool, Leisure Pool	4:00 P.M. – 8:00 P.M.
Saturday, Sunday and Holidays	12:00 P.M. – 8:00 P.M.

The facility will also be made available to the public during the morning hours from 6:30 A.M. until the start of recreation swim, for organized activities to include, but not be limited to, team sports, swimming lessons and other programs.

### Service

Contractor shall propose the services and items provided by the maintenance company before, during and after pool closing for the season.

- ◇ Contractor shall propose a plan for having the facility fully operational ten (10) days prior to the opening date.
- ◇ Propose to the City how the Contractor will provide sufficient and competent personnel for the maintenance operations to keep a safe and sanitary pool at all times the pool is in use.
- ◇ Contractor shall provide a detailed staffing proposal for the daily maintenance of the aquatic center.

- ◇ Contractor shall maintain tests and records as required by the State, St. Louis County and City and meet all requirements for such and maintain any additional records reasonably required by the City.
- ◇ Contractor shall furnish all maintenance equipment necessary to maintain the aquatic center.
- ◇ Contractor shall propose in detail, the maintenance plan and fees associated for the maintenance of all aspects of the aquatic center. Below is a list, but not limited to, the following areas.
  - ◇ Mechanical Systems
  - ◇ Electrical Systems
  - ◇ Filter Room/Pump Pits
  - ◇ Pools
  - ◇ Play Features
  - ◇ Daily Maintenance
  - ◇ Preventative Maintenance
  - ◇ Start Up
  - ◇ Close Down and Winterization
  - ◇ Chemicals
- ◇ Contractor shall also provide a cost breakdown on a time and material bases (i.e. hourly price for labor and a maximum percentage markup on materials and supplies) for all repairs that would be above and beyond the normal preventative and daily maintenance functions as listed above.

## INSURANCE

The Contractor shall purchase and maintain in full force and effect insurance coverage with an insurance carrier that meets the requirements stated and is acceptable to the City. The policy shall be endorsed to cover the contractual liability of the Contractor under the Scope of Services. These insurance requirements shall not be construed to limit the liability of the Contractor or its Subcontractors for damages for work hereunder and shall not be construed as any waiver of sovereign immunity.

The Contractor and all Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts stated below: Limits shall be per project.

- (a) Commercial General Liability - Occur
  - Each Occurrence: \$ 1,000,000
  - Damage to Rented \$ 10,000
  - Medical Expenses (Any one person) \$ 5,000
  - Personal & Adv Injury \$ 1,000,000
  - General Aggregate \$ 2,000,000
  - Products – Comp/Op Agg \$ 2,000,000
  
- (b) Automobile Liability – Any Auto
  - Combined Single Limit \$1,000,000 each accident
  
- (c) Excess/Umbrella Liability
  - Each Occurrence \$5,000,000
  
- (d) Worker's Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employer's Liability coverage \$500,000.

No policy shall be accepted which excludes liability for damage to underground structures or by reason of blasting, explosion or collapse.

Certificates evidencing all required insurance shall be furnished the City prior to Contractor commencing the work on this project. **The certificates must state: "The City of Chesterfield, its officers, officials, employees and agents are added as additional insureds for general liability, automobile liability and umbrella liability policies. Coverage under such policies shall be primary and non-contributory coverage with the Additional Insured's coverage being excess and shall include Completed Operations coverage."**

## **IDEMNIFICATION**

The contractor and his subcontractors shall indemnify and save harmless the City against injury, loss or damage and costs and expenses (including reasonable attorney fees) suffered or incurred by the City for personal injuries including death, or property damages sustained, caused by negligent or willful acts, errors or omissions of the Contractor, any subcontractors of the Contractor, agents, or employees arising out the of work of this contract.

## **LICENSES AND PERMITS**

The Contractor shall be responsible for obtaining and paying the costs of all necessary permits and licenses required by any applicable laws, rules and/or regulations (including the Ordinances of the City of Chesterfield) necessary for the maintenance of the facility provided, however, the contractor shall not be responsible for obtaining a use permit.

## **HEALTH AND SAFETY STANDARDS**

The Contractor shall meet all Health and Safety Standards regulations set forth by Ordinance of the City of Chesterfield and St. Louis County. The Family Aquatic Center will be maintained in a clean manner at all times, and all safety precautions shall be taken by the Contractor. The Contractor shall be responsible for maintaining the condition of the pool water in conformity with the standards specified by the American Public Health Association, the City of Chesterfield, the County of St. Louis, and the operation shall be in accordance with all the rules and regulations of the health Department of the State of Missouri. The Contractor shall maintain the pool enclosure in a clean and safe condition at all times.

## **CONTRACTORS BOOKS AND RECORDS**

The Contractor shall keep and maintain proper and adequate books, records and accounts which accurately reflect chemical levels, staff dialogue of daily occurrences, incidents, maintenance information, and all necessary data to properly maintain the facility and shall be given to the City on a weekly basis.

## **SUBCONTRACTING**

Any part of the services to be performed by a sub contractor shall have prior written consent of the City. The Subcontractor shall in no way relieve the contractor primary responsibility for the quality and performance of the work. Contractor shall assure that any subcontractor, as provided herein, is in full compliance with all laws, rules, regulations, ordinances, provisions of the contract for the scope of services, and without limiting the generality of the foregoing, compliance with all federal laws applicable to contracts of the type.

## **INSTRUCTIONS FOR PREPARING PROPOSAL**

Please provide 4 copies of submittals, including one unbound copy suitable for photocopying, in the following format. One copy of additional materials, such as a contractor brochure, may be submitted separately, but selection will be used primarily on the required materials.

1. A one-page letter of interest that includes a synopsis and qualifications of the contractor/president, the director, primary contact.
2. An organizational chart of the contractor for maintenance operations.
3. Profile of contractor and team members, including number of employees, location and relevant experience with other municipal pools for at least three (3) consecutive years.
4. Describe the contractor and team members' experience with local governments, districts, or other public agencies in the management of pools.
5. Resumes of the contractor, director and staff identified as having a major role in the maintenance of the pool. Limit 2 pages per member.
6. A brief description of your teams understanding of the project, as well as a description of your teams approach to the maintenance of the facility.
7. Provide a maximum base salary for season and a salary base fee to be assigned to the members of the team.
8. Provide a cost breakdown on a time and material bases (i.e. hourly price for labor and a maximum percentage markup on materials and supplies) for all repairs that would be above and beyond the normal preventative and daily maintenance functions.
9. Provide a Maintenance Fee which shall include but not limited to the furnishing of any and all labor, materials, tools, and expendable equipment necessary to maintain the facility in a safe and sanitary manner. The Maintenance Fee shall be evenly divided into five (5) equal payments starting May 15.
10. The Contract is valid for the 2012 - 2014, with the City's option to renew annually for up to two (2) years (2015, 2016) under the same terms and conditions. Supply all cost breakdowns for the three year contract and the two year options.

## **SELECTION PROCESS AND SCHEDULE**

The following is the proposed schedule for the selection process:

Solicitation of request for proposals	March 20, 2012
Proposals Due	10 a.m., April 2, 2012
Negotiation of scope and contract value	April 3 - 11, 2012
City Council (requires final staff approval by 4/11/11)	April 16, 2012

The City of Chesterfield will evaluate all responses to the Request for Proposals. Staff may contact respondents to clarify submitted information.

Upon selection of contractor, the City of Chesterfield will negotiate a scope of services and other terms and conditions of an agreement with the selected contractor.

**Responses Due**

Submittals are due no later than 10am Prevailing Central time on Monday, April 2, 2012. Please submit four (4) copies in a sealed envelope, with submitting Contractors name and "The City of Chesterfield – Chesterfield Family Aquatic Center Maintenance Services" printed clearly on the envelope and directed to:

Steve Jarvis, Assistant Director of Parks and Recreation  
690 Chesterfield Parkway West  
Chesterfield, MO 63017

All proposals delivered after the due date and time will be discarded.

**Questions**

Questions may be directed to: Steve Jarvis, Assistant Director of Parks and Recreation via e-mail at: [sjarvis@chesterfield.mo.us](mailto:sjarvis@chesterfield.mo.us)

**LEGISLATION**

- BILL NO. 3016** PERTAINS TO THE ACCEPTANCE OF TERRA VISTA DRIVE AND TERRA VISTA COURT AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD **(SECOND READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**
- BILL NO. 3017** PERTAINS TO THE ACCEPTANCE OF PINE COPSE PATH, OAK STAND PATH, OAK STAND COURT, MAPLE RISE PATH AND WILLOW WEALD PATH AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD **(SECOND READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**
- BILL NO. 3018** AMENDS ORDINANCE NUMBER 35, SCHEDULE VI, INTERSECTION STOPS, OF THE ORDINANCES OF THE CITY OF CHESTERFIELD BY ADDING PROVISIONS THERETO TO INCLUDE PINE COPSE PATH, OAK STAND PATH, OAK STAND COURT, MAPLE RISE PATH, AND WILLOW WEALD PATH **(SECOND READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**
- BILL NO. 3019** PERTAINS TO THE ACCEPTANCE OF PARK CIRCLE DRIVE AND MAIN CIRCLE DRIVE AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD **(SECOND READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**
- BILL NO. 3020** PERTAINS TO THE ACCEPTANCE OF OUTLET BOULEVARD AND PREMIUM WAY AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD **(SECOND READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**

BILL NO. 3014

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE PERTAINING TO THE ACCEPTANCE OF TERRA VISTA DRIVE AND TERRA VISTA COURT AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD**

WHEREAS, the City of Chesterfield has approved the construction of Terra Vista Drive and Terra Vista Court; and

WHEREAS, the streets were intended to be public streets and were therefore constructed to the design standards of the Department of Public Services of the City of Chesterfield.

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

Section 1. The following streets are hereby accepted by the City of Chesterfield for future care and maintenance:

- (1) Terra Vista Drive: Approximately 761 feet; from  
Creve Coeur Mill Road to Roundabout  
Book 354, Page 545-546
  
- (2) Terra Vista Court: Approximately 544 feet; from  
Terra Vista Drive to cul-de-sac  
Book 354, Page 545-546

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

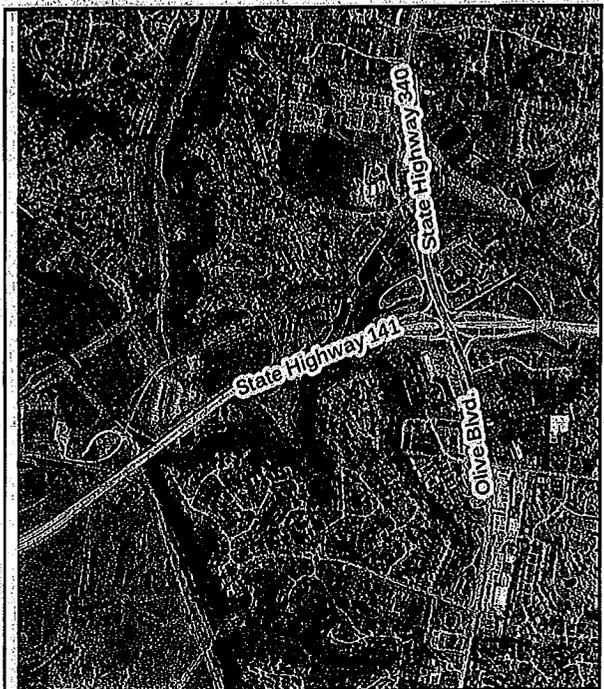
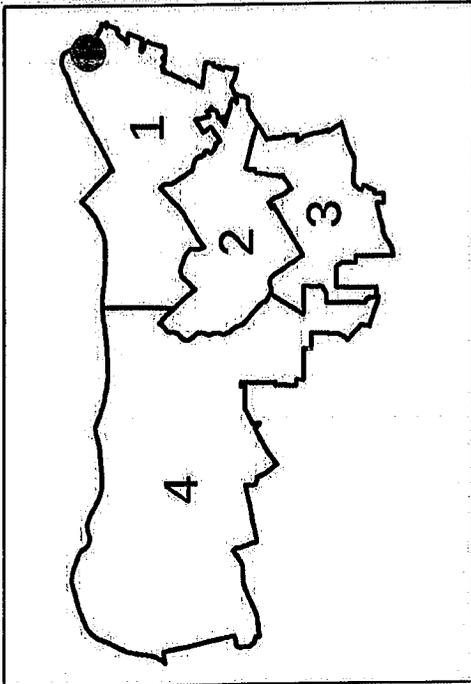
ATTEST:

\_\_\_\_\_  
CITY CLERK

[FIRST READING HELD: \_\_\_\_\_ ]



Public Street Acceptance -  
Terra Vista



BILL NO. 3017

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE PERTAINING TO THE ACCEPTANCE OF PINE COPSE PATH, OAK STAND PATH, OAK STAND COURT, MAPLE RISE PATH AND WILLOW WEALD PATH AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD**

WHEREAS, the City of Chesterfield has approved the construction of Pine Copse Path, Oak Stand Path, Oak Stand Court, Maple Rise Path and Willow Weald Path; and

WHEREAS, the streets were intended to be public streets and were therefore constructed to the design standards of the Department of Public Services of the City of Chesterfield.

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

Section 1. The following streets are hereby accepted by the City of Chesterfield for future care and maintenance:

- (1) Pine Copse Path: Approximately 890 feet; from Baxter Road to Willow Weald Path Book 355, Page 726-728
- (2) Oak Stand Path: Approximately 1,046 feet; from Pine Copse Path to Maple Rise Path Book 355, Page 726-728
- (3) Oak Stand Court: Approximately 649 feet; from Oak Stand Path to cul-de-sac Book 355, Page 726-728
- (4) Maple Rise Path: Approximately 1,044 feet; from Pine Copse Path to Oak Stand Path Book 355, Page 726-728
- (5) Willow Weald Path: Approximately 989 feet; from August Hill Drive to Pine Copse Path Book 355, Page 726-728

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

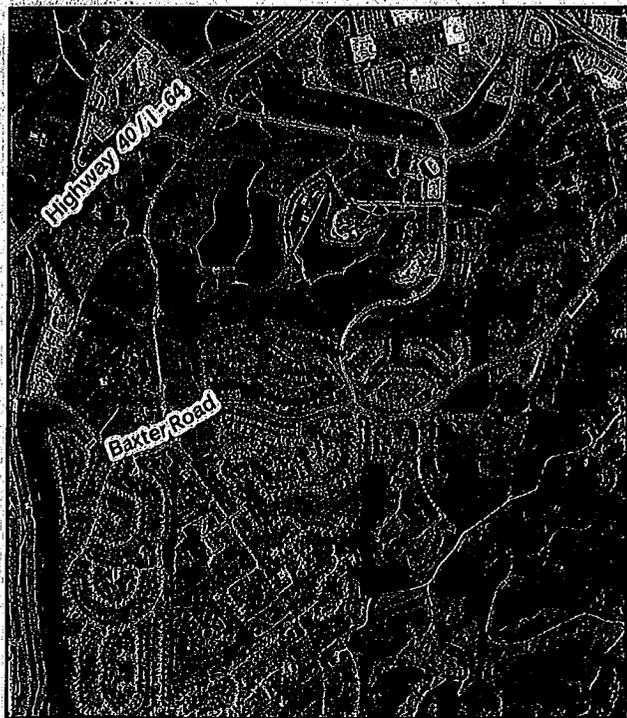
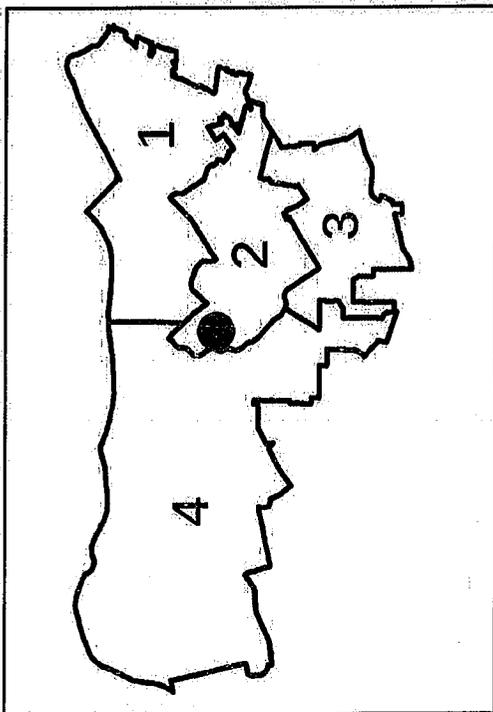
\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

[FIRST READING HELD: \_\_\_\_\_ ]



Public Street Acceptance -  
The Reserve at Chesterfield  
Village (Plats 1, 2, and 3)



BILL NO. 3018

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING ORDINANCE NUMBER 35, SCHEDULE VI, INTERSECTION STOPS, OF THE ORDINANCES OF THE CITY OF CHESTERFIELD BY ADDING PROVISIONS THERETO TO INCLUDE PINE COPSE PATH, OAK STAND PATH, OAK STAND COURT, MAPLE RISE PATH, AND WILLOW WEALD PATH.**

WHEREAS, it is desirable to maintain safe intersection stop control on all roadways in a manner consistent with recognized traffic engineering standards;

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

Section 1. Ordinance Number 35, Section 3, Schedule VI, Intersection Stops as it relates to intersection stop signs, is hereby amended by adding the following provision thereto:

<u>Intersection</u>	<u>Traffic on Highway, Road, Street or Alley Listed Below Shall Stop</u>
Pine Copse Path and Willow Weald Path	Pine Copse Path (east bound)
Maple Rise Path and Pine Copse Path	Maple Rise Path (north bound)
Oak Stand Path and Pine Copse Path	Oak Stand Path (north and south bound)
Oak Stand Path, Oak Stand Court and Willow Weald Path	Oak Stand Court (north bound)

Section 2. In all other respects, Ordinance Number 35 is in full force and effect.

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

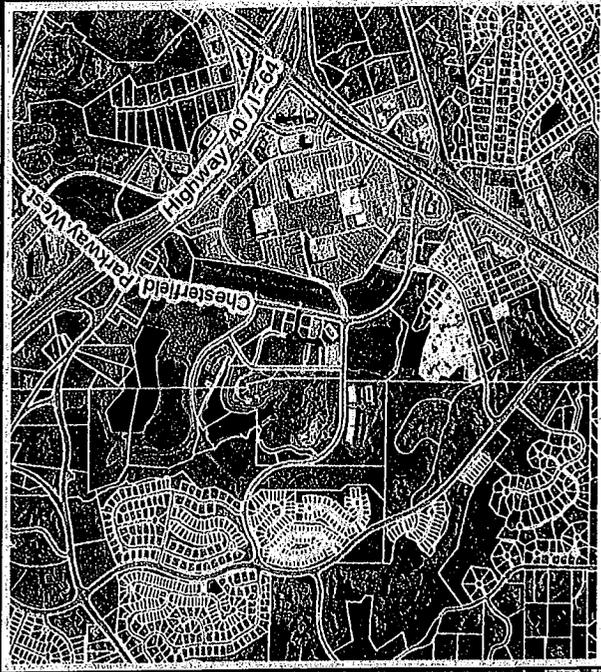
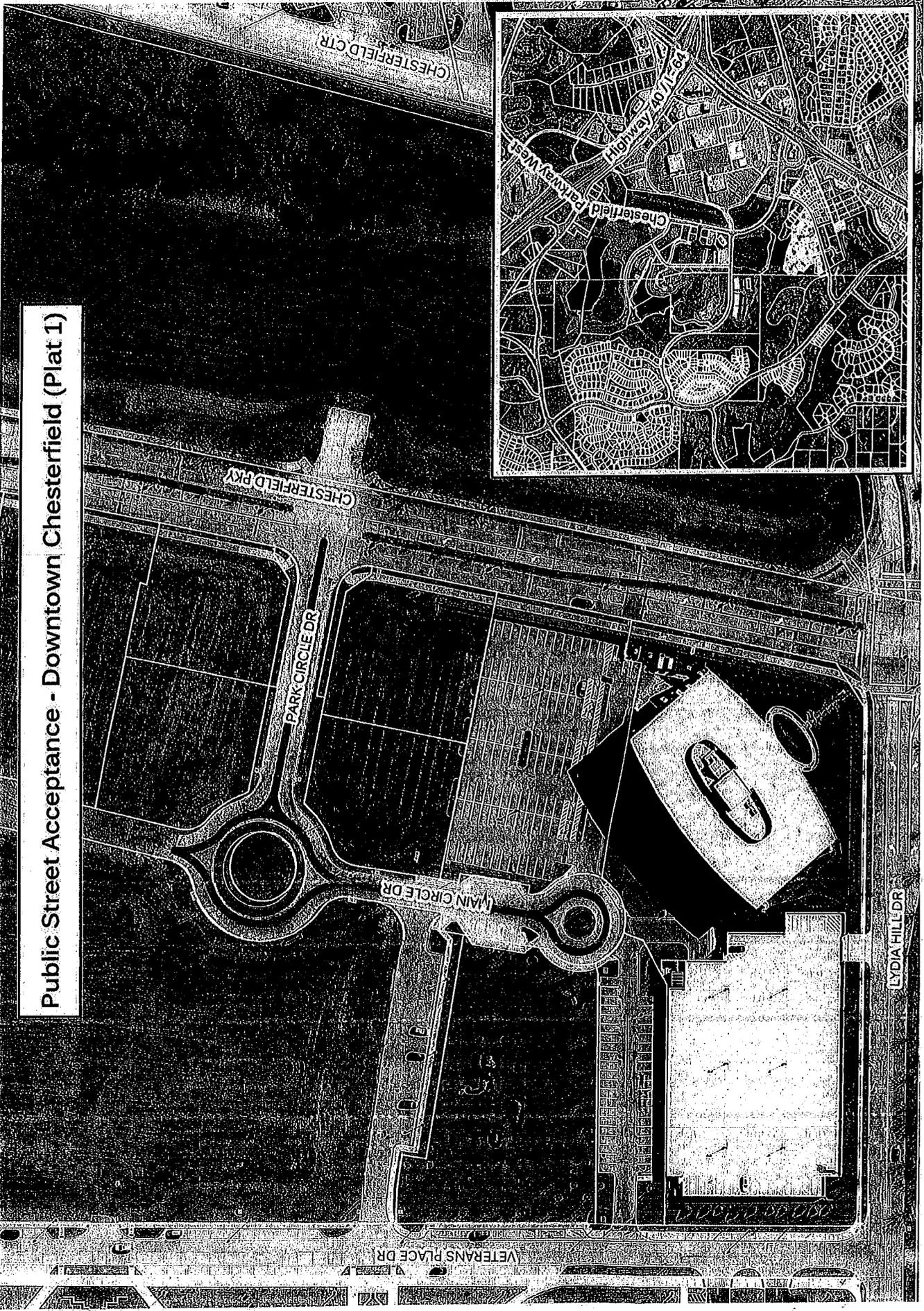
ATTEST:

\_\_\_\_\_  
CITY CLERK

[FIRST READING HELD: \_\_\_\_\_ ]



Public Street Acceptance - Downtown Chesterfield (Plat 1)



BILL NO. 3020

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE PERTAINING TO THE ACCEPTANCE OF OUTLET BOULEVARD AND PREMIUM WAY AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD**

WHEREAS, the City of Chesterfield has approved the construction of Outlet Boulevard and Premium Way; and

WHEREAS, the streets were intended to be public streets and were therefore constructed to the design standards of the Department of Public Services of the City of Chesterfield.

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

Section 1. The following streets are hereby accepted by the City of Chesterfield for future care and maintenance:

- (1) Outlet Boulevard: Approximately 3,353 feet; from  
Olive Street Road to temporary turnaround  
Book 360, Page 256-259
  
- (2) Premium Way: Approximately 1,645 feet; from  
Olive Street Road to Outlet Boulevard  
Book 360, Page 256-259

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

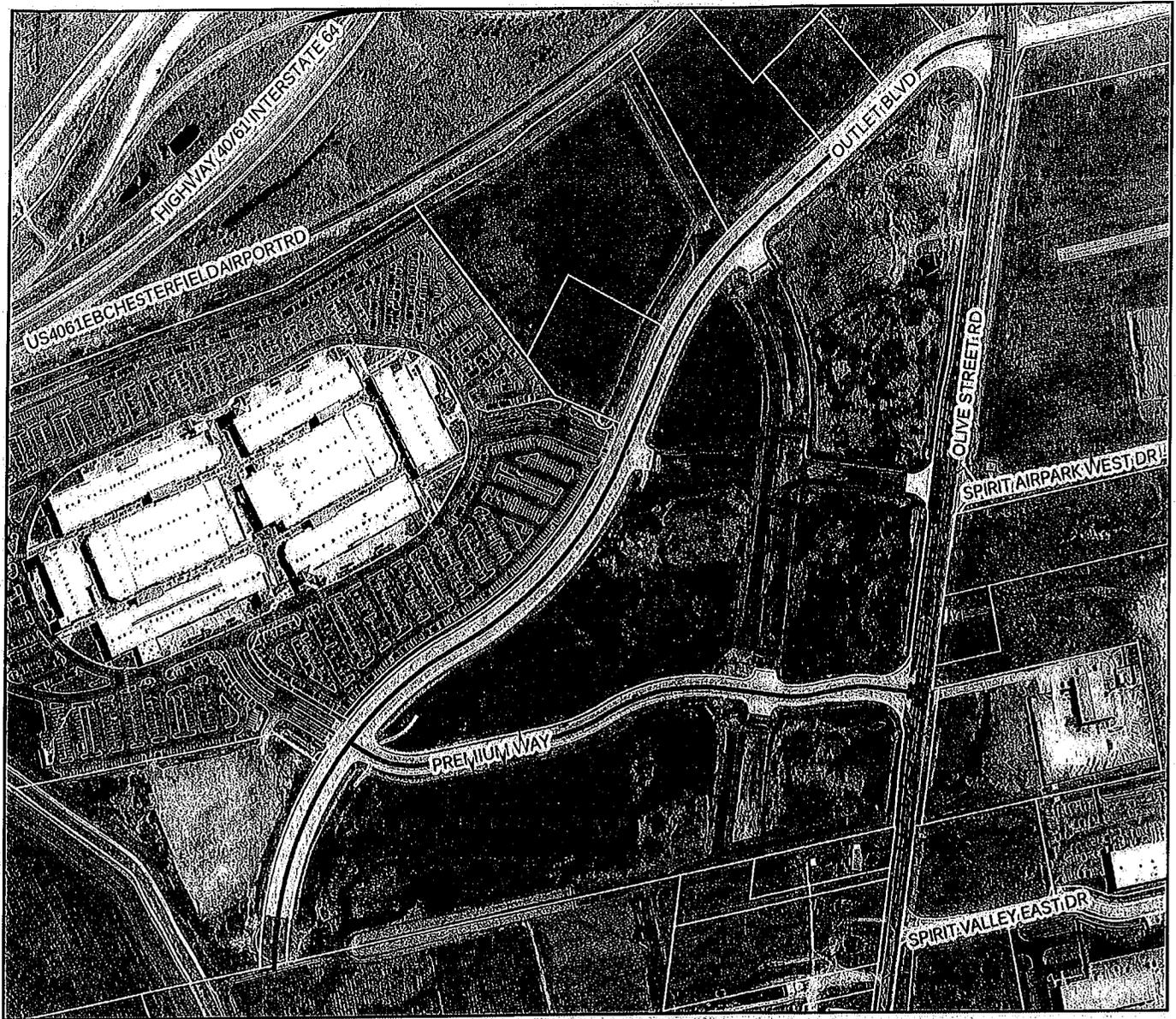
Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

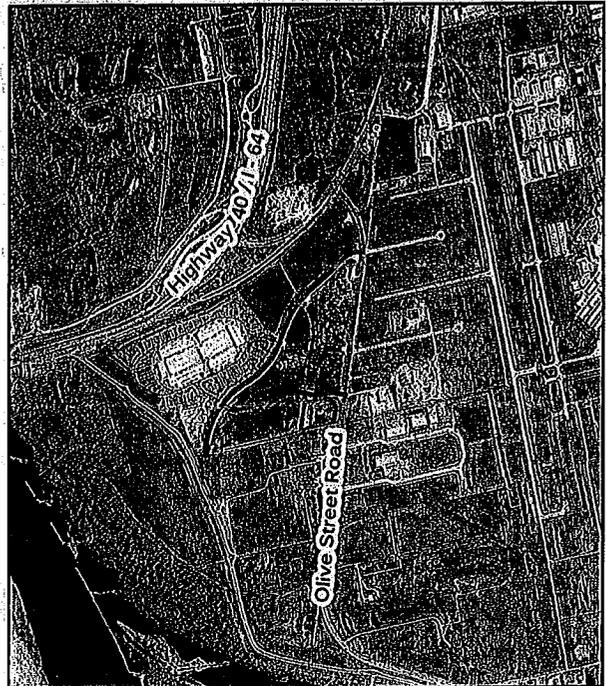
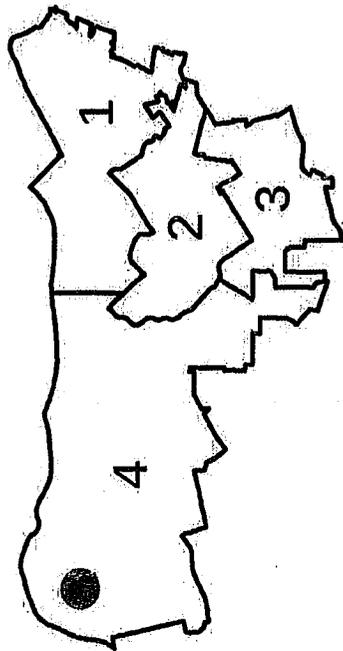
\_\_\_\_\_  
CITY CLERK

[FIRST READING HELD: \_\_\_\_\_ ]



Public Street Acceptance -  
Chesterfield Blue Valley

(Plat 1)



**LEGISLATION - PLANNING COMMISSION**

- BILL NO. 2998** PROVIDES FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR FOUR SEASONS PLAZA FOR A 16.26 ACRE TRACT OF LAND ZONED "C-2" SHOPPING DISTRICT AND "PC" PLANNED COMMERCIAL DISTRICT LOCATED SOUTH OF OLIVE BOULEVARD AND WEST OF WOODS MILL ROAD (16Q220719, 16Q210763 AND 16Q220690) **(FIRST AND SECOND READINGS; DEPT. OF PUBLIC SERVICES RECOMMENDS APPROVAL)**
- BILL NO. 3021** REPEALS CITY OF CHESTERFIELD ORDINANCE NUMBER 2081 TO MODIFY DEVELOPMENT CRITERIA AND USE RESTRICTIONS FOR A 160.195 ACRE TRACT OF LAND ZONED "C-8" PLANNED COMMERCIAL DISTRICT LOCATED BETWEEN US HIGHWAY 40/INTERSTATE 64 AND EDISON AVENUE AND EAST OF RHL DRIVE ( P.Z. 11-2014 THF CHHESTERFIELD DEVELOPMENT LLC [THE COMMONS] - 17T140253, 17U340067, 17U330112, 17T130166, 17T110212, 17T140143, 17U320102, 17U340089, 17U340100, 17U340111, 17U340144, 17T140341, 17T130144, 17U340155, 17U330091, 17T130089, 17T140165, 17T130155, 17U340090, 17T130133, 17U330123, 17U330101, 17T140132, 17T130210, 17T140187, 17U340078, 17T130188, 17T140088, 17T140330, 17U330255, 17U330321, 17T120741, 17U330288, 17T140101) . **(FIRST READING; PLANNING COMMISSION RECOMMENDS APPROVAL; PLANNING/PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL, BUT ONLY IF AMENDED AS DETAILED WITHIN THE ATTACHED GREEN SHEET AMENDMENT)**
- BILL NO. 3023** PROVIDES FOR THE APPROVAL OF A LOT SPLIT PLAT FOR BOONE'S CROSSING NE INTERCHANGE LOT 1, FOR A 4.167 ACRE TRACT OF LAND ZONED "PC" PLANNED COMMERCIAL DISTRICT LOCATED NORTH OF US HIGHWAY 40/INTERSTATE 64 AND IMMEDIATELY EAST OF ITS INTERSECTION WITH BOONE'S CROSSING (17U620172) **(FIRST AND SECOND READINGS; DEPT. OF PUBLIC SERVICES RECOMMENDS APPROVAL)**
- BILL NO. 3024** REPEALS CITY OF CHESTERFIELD ORDINANCE NUMBER 1328 TO MODIFY DEVELOPMENT CONDITIONS AND ADD LAND USES FOR A 2.93 ACRE TRACT OF LAND, MORE OR LESS, ZONED C8, PLANNED COMMERCIAL LOCATED SOUTHEAST OF THE INTERSECTION OF CHESTERFIELD AIRPPORT ROAD AND LONG ROAD {P.Z. 17-2014 STEVE W WALLACE (H.V. REAL ESTATE CORP.) 17U140441, 17U140450, 17U140461 & 17U140472}. **(FIRST READING; PLANNING COMMISSION RECOMMENDS APPROVAL)**

BILL NO. 2998

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE PROVIDING FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR FOUR SEASONS PLAZA FOR A 16.26 ACRE TRACT OF LAND ZONED "C-2" SHOPPING DISTRICT AND "PC" PLANNED COMMERCIAL DISTRICT LOCATED SOUTH OF OLIVE BOULEVARD AND WEST OF WOODS MILL ROAD (16Q220719, 16Q210763, and 16Q220690).**

**WHEREAS**, DosterUllom LLC., on behalf of Caplaco Seven, Inc. and Dierbergs Four Seasons, Inc., has submitted for review and approval a Boundary Adjustment Plat for the above referenced property located south of Olive Boulevard and west of Woods Mill Road; and,

**WHEREAS**, the purpose of said Boundary Adjustment Plat is to consolidate a 0.04 acre portion of Original Adjusted Lot 1 with Original Adjusted Lot 2 to be known as Readjusted Lot 1 and Readjusted Lot 2; and,

**WHEREAS**, the Department of Public Services has reviewed the Boundary Adjustment 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 Boundary Adjustment Plat to the City Council; and,

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

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

Section 1. The Boundary Adjustment Plat which is attached hereto as "Exhibit 1" and made part hereof as if fully set out herein is hereby approved; 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 Boundary Adjustment Plat by affixing their signatures and the official seal of the City of Chesterfield as required on the said document.

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
MAYOR

ATTEST:

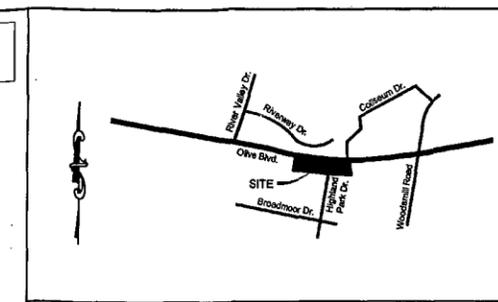
\_\_\_\_\_  
CITY CLERK

# FOUR SEASONS CENTER

A BOUNDARY ADJUSTMENT OF  
ADJUSTED LOTS 1 AND 2 OF  
"A BOUNDARY ADJUSTMENT OF LOTS 1  
AND 2 OF FOUR SEASONS PLAT 6"

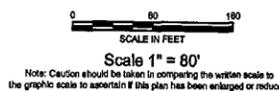
SITUATED WITHIN LOT 2 OF SHARE 1, LOT 3 OF SHARE 2  
AND LOT 5 OF SHARE 3 OF THE MISSOURI STEVENS ESTATE  
IN U.S. SURVEY 207, TOWNSHIP 46 NORTH RANGE 5 EAST  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

CITY OF CHESTERFIELD  
EXHIBIT 1

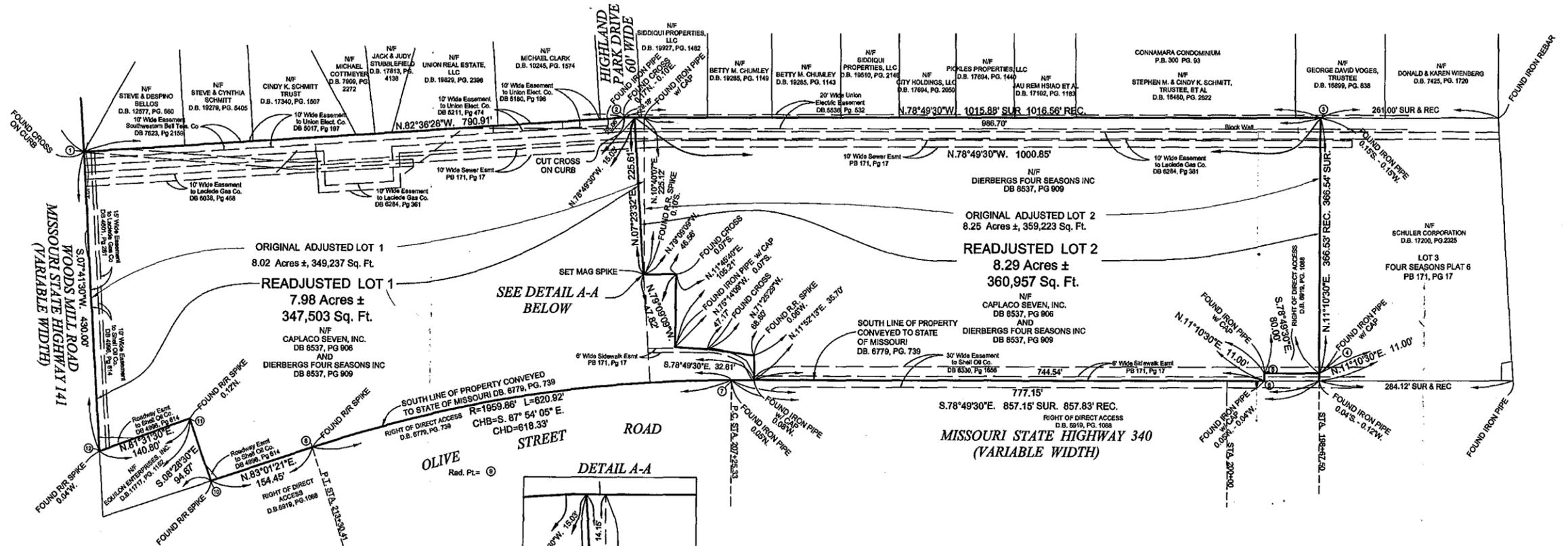


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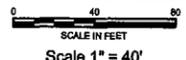
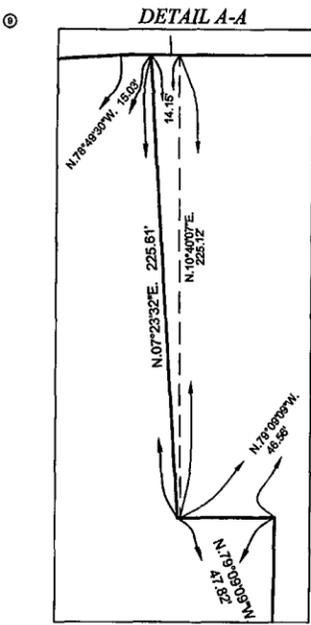
the clayton engineering company, inc.  
ENGINEERS - SURVEYORS - PLANNERS  
11850 WESTLINE INDUSTRIAL DRIVE  
ST. LOUIS, MISSOURI 63146  
(314) 692-8888  
Miss. Cert. of Authority - Prof. Engineering #00207 & Prof. Surveying #002074



Scale 1" = 80'  
Note: Caution should be taken in comparing the written scale to the graphic scale to ascertain if this plan has been enlarged or reduced.



TOTAL PROPERTY AREA  
16.26 Acres ±  
780,460 Sq. Ft.



Scale 1" = 40'  
Note: Caution should be taken in comparing the written scale to the graphic scale to ascertain if this plan has been enlarged or reduced.

The following list of metric coordinates are referenced to the Missouri Coordinate System NAD 1983 (COORS 96) 2401 East Zone by a real time kinematic survey traverse with a Trimble 5800 Receiver to Station MOST of the Missouri Department of Transportation (MoDOT) GNSS Network. The average site Grid Factor = 0.9999258.  
The Relative Positional Tolerance of said coordinates is less than fifty parts per million.

	NORTHING	EASTING
STATION	302843.569	253367.359
MOSI	(Grid Factor = 0.9999335)	
PONT NUMBER	NORTHING	EASTING
1	315724.811	250028.146
2	315752.950	249788.742
3	315809.302	249484.295
4	315919.148	249504.627
5	315914.711	249528.602
6	315918.007	249529.212
7	315874.897	249762.116
8	315870.259	249950.513
9	316462.243	249870.832
10	315876.538	249997.165
11	315848.053	250001.760
12	315854.887	250044.125
13	315822.073	249792.264

The Clayton Engineering Company  
11920 Westline Industrial Drive  
St. Louis, MO 63146-3104  
(314) 692-8888

This is to certify that we have, during the month of March, 2014, at the request of Capitol Land Company made a Property Boundary Survey and prepared a Boundary Adjustment Plat of a tract of land being Adjusted Lots 1 and 2 of "A Boundary Adjustment of Lots 1 and 2 of Four Seasons Plat 6", a Boundary Adjustment according to the plat thereof recorded in Plat Book 341, Page 58 of the St. Louis County Records, in U.S. Survey 207, Township 46 North, Range 5 East, in the City of Chesterfield, St. Louis County, Missouri, containing 16.27 acres, more or less. This Survey was made in accordance with the current "Missouri Minimum Standards for Property Boundary Surveys" as established by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Landscape Architects, meets the accuracy requirements for an Urban Class Survey as defined therein and the results are as shown on this plat. Bearings are based on the aforementioned Boundary Adjustment plat.

The Clayton Engineering Company  
By: *James D. Boles*  
James D. Boles  
No. PL-S 2127



RECEIVED  
City of Chesterfield  
SEP - 3 2014

Department of Public Services  
Designed: JML  
Drawn: JDB  
Checked: JDB  
Date: 4/1/2014  
Project Number: 95128-6  
Sheet Number: 1 of 2

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The signed and sealed original of this drawing is on file at the offices of The Clayton Engineering Company, Inc. The signed and sealed original is the official document and shall take precedence over any digital version.



BILL NO. 3021

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE REPEALING CITY OF CHESTERFIELD ORDINANCE NUMBER 2081 TO MODIFY DEVELOPMENT CRITERIA AND USE RESTRICTIONS FOR A 160.195 ACRE TRACT OF LAND ZONED "C-8" PLANNED COMMERCIAL DISTRICT LOCATED BETWEEN US HIGHWAY 40/INTERSTATE 64 AND EDISON AVENUE AND EAST OF RHL DRIVE ( P.Z. 11-2014 THF CHHESTERFIELD DEVELOPMENT LLC [THE COMMONS] - 17T140253, 17U340067, 17U330112, 17T130166, 17T110212, 17T140143, 17U320102, 17U340089, 17U340100, 17U340111, 17U340144, 17T140341, 17T130144, 17U340155, 17U330091, 17T130089, 17T140165, 17T130155, 17U340090, 17T130133, 17U330123, 17U330101, 17T140132, 17T130210, 17T140187, 17U340078, 17T130188, 17T140088, 17T140330, 17U330255, 17U330321, 17T120741, 17U330288, 17T140101) .**

**WHEREAS**, the petitioner, Cedar Creek Consulting Inc. on behalf of THF Chesterfield Development, LLC, has requested an ordinance amendment to modify development criteria and use restrictions specific to the easternmost and westernmost anchor tenants for a 160.195 acre tract of land zoned "C-8" Planned Commercial District located between US Highway 40/Interstate 64 and Edison Avenue and east of RHL Drive; and,

**WHEREAS**, a Public Hearing was held before the Planning Commission on October 13, 2014; and,

**WHEREAS**, the petitioner, subsequent to the Public Hearing, added items to the request pertaining to the easternmost anchor tenant which were not previously requested; and,

**WHEREAS**, the Planning Commission, having considered said request, recommended approval of the ordinance amendment; and,

**WHEREAS**, the Planning and Public Works Committee, having considered said request, recommended approval of the ordinance amendment with amendments to the hours of operation and outdoor storage restrictions; and,

**WHEREAS**, the City Council, having considered said request voted to approve the ordinance amendment request with the amendments to the hours of operation and outdoor storage restrictions.

**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 Ordinance Number 2081 is hereby repealed and those conditions therein are incorporated into the Attachment A, which is attached hereto and made part hereof for Chesterfield Commons described as follows:

A tract of land being a part of Lots 1, 2, 3 and 4 of the Subdivision of Ludwell Bacons Estate, and part of Lots 1-10 of the Herman Ficke Estate Subdivision, in US Surveys 125 and 2031, and more recently described as Lots 1-5, 7 and 8 of Chesterfield Commons Subdivision recorded in Plat Book 848, pages 554-564, Township 45 North, Range 4 East, City of Chesterfield, St. Louis County, Missouri, said tract being further described as follows:

Beginning at a point located at the right of way intersection of the south right of way Chesterfield Airport Road and the west right of way of RHL Drive and running along Chesterfield Airport Road the following: N 89 degrees 35 minutes 06 seconds E for 229.87 feet; S 89 degrees 16 minutes 09 seconds E for 300.06 feet; S 86 degrees 36 minutes 03 seconds E for 120.27 feet; N 89 degrees 35 minutes 06 seconds E for 465.64 feet; N 00 degrees 24 minutes 54 seconds W for 8.00 feet; N 89 degrees 35 minutes 06 seconds E for 266.36 feet; N 88 degrees 26 minutes 21 seconds E for 300.06 feet; N 89 degrees 35 minutes 06 seconds E for 263.00 feet; S 86 degrees 36 minutes 00 seconds E for 120.27 feet; N 89 degrees 35 minutes 06 seconds E for 456.35 feet; N 00 degrees 24 minutes 54 seconds W for 8.00 feet; N 89 degrees 35 minutes 06 seconds E for 903.56 feet; S 86 degrees 36 minutes 13 seconds E for 120.35 feet; N 89 degrees 35 minutes 06 seconds E for 84.35 feet; N 89 degrees 35 minutes 16 seconds E for 213.41 feet; N 89 degrees 35 minutes 06 seconds E for 24.23 feet; N 00 degrees 24 minutes 54 seconds W for 8.00 feet; N 89 degrees 35 minutes 06 seconds E for 170.18 feet; thence leaving said right of way S 00 degrees 25 minutes 35 seconds E for 274.49 feet to a point; thence N 89 degrees 23 minutes 53 seconds

E for 33.87 feet to a point; S 01 degrees 37 minutes 21 seconds W for 966.48 feet to a point on the south right of way of Edison Avenue; thence along Edison Avenue the following: S 81 degrees 50 minutes 20 seconds W for 626.18 feet; along a curve concave to the north having a radius of 630.00 feet, an arc of 249.73 feet and a chord of N 86 degrees 48 minutes 19 seconds W for 248.10 feet; N 75 degrees 26 minutes 57 seconds W for 192.15 feet; along a curve concave to the south having a radius of 570.00 feet, an arc of 457.10 feet and a chord of S 81 degrees 34 minutes 39 seconds W for 444.95 feet; S 58 degrees 36 minutes 17 seconds W for 188.91 feet; along a curve concave to the north having a radius of 630.00 feet, an arc of 232.73 feet and a chord of S 69 degrees 11 minutes 16 seconds W for 231.41 feet; S 79 degrees 46 minutes 13 seconds W for 1418.90 feet; S 81 degrees 29 minutes 05 seconds W for 804.00 feet to a point; thence leaving said right of way N 00 degrees 21 minutes 46 seconds E for 1854.62 feet to a point; thence along Chesterfield Airport Road N 89 degrees 35 minutes 06 seconds E for 5.51 feet to the Point of Beginning. Said tract contains 140.692 acres. The above described area contains acreage with the rights of way of Chesterfield Commons Drive, Edison Avenue and RHL Drive. The above described is not to be used for property conveyance. This description should be used to describe a tract of land located in C8 Zoning District.

A tract of land being a part of Lots 1, 2, 3 and 4 of the Subdivision of Ludwell Bacons Estate, and part of Lots 1-10 of the Herman Ficke Estate Subdivision, in US Surveys 125 and 2031, and more recently described as Lot 6 of Chesterfield Commons Subdivision recorded in Plat Book 848, pages 554-564, Township 45 North, Range 4 East, City of Chesterfield, St. Louis County, Missouri, said tract being further described as follows:

Beginning at a point located on the north right of way of Chesterfield Airport Road said point being the southwest most corner of Lot 6 as shown on plat recorded in Plat Book 848, pages 554-564; thence leaving said right of way the following: N 42 degrees 15 minutes 54 seconds W for 66.72 feet; N 05 degrees 53 minutes 06 seconds E for 173.86 feet; N 43 degrees 23 minutes 35 seconds E for 70.24 feet; N 80 degrees 53 minutes 31 seconds E for 812.67 feet; N 85 degrees 33 minutes 19 seconds E for 363.07 feet; S 84 degrees 06 minutes 54 seconds E for 174.63 feet; N 00 degrees

58 minutes 49 seconds E for 21.08 feet; S 84 degrees 06 minutes 54 seconds E for 827.17 feet; S 82 degrees 12 minutes 21 seconds E for 300.17 feet; S 84 degrees 06 minutes 54 seconds E for 116.61 feet; S 01 degrees 38 minutes 32 seconds W for 303.22 feet to a point located on the north right of way of Chesterfield Airport Road; thence along said right of way S 89 degrees 35 minutes 06 seconds W for 975.52 feet; N 86 degrees 36 minutes 09 seconds W for 120.33 feet; S 89 degrees 35 minutes 06 seconds W for 451.70 feet; S 00 degrees 24 minutes 54 seconds E for 8.00 feet; S 89 degrees 35 minutes 06 seconds W for 482.96 feet; N 89 degrees 16 minutes 09 seconds W for 84.32 feet; N 85 degrees 30 minutes 27 seconds W for 284.15 feet; S 89 degrees 35 minutes 06 seconds W for 189.42 feet to the Point of Beginning. Said tract contains 22.753 acres less and except a tract of land containing 2.646 area as described on a plat entitled "Country Club Car Wash Express ; The above described area contains acreage with the rights of way of Chesterfield Commons Drive, Edison Avenue and RHL Drive. The above described is not to be used for property conveyance. This description should be used to describe a tract of land located in C8 Zoning District.

Less and except a parcel of land as described; Beginning at a point located on the north right of way of Chesterfield Airport Road N 00 degrees 24 minutes 54 seconds W for 438.27 feet to a point; thence S 84 degrees 06 minutes 54 seconds E for 163.06 feet to a point; thence N 00 degrees 58 seconds 49 seconds E for 21.08 feet to a point; thence S 84 degrees 06 minutes 54 seconds E for 105.04 feet to a point; thence S 00 degrees 24 seconds 54 seconds E for 429.92 feet to a point on the north right of way of Chesterfield Airport Road; thence along said right of way S 89 degrees 35 minutes 06 seconds W for 266.99 feet to the Point of Beginning. Said tract contains 2.646 acres more or less.

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

**Section 3.** The City Council, pursuant to the petition filed by Cedar Creek Consulting Inc. on behalf of THF Chesterfield Development, LLC in P.Z. 11-2014, requesting the amendment embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 13<sup>th</sup> day of October 2014, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

**Section 4.** This ordinance and the requirements thereof are exempt from the warning and summons for violations as set out in Section 8 of the City of Chesterfield Unified Development Code.

**Section 5.** This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

FIRST READING HELD: \_\_\_\_\_

## **Greensheet Amendments**

**The Planning and Public Works Committee recommended by a vote of 3-0 that the following changes be made to the Attachment A:**

### **AMENDMENT 1:**

Section I. Permitted Uses, B. 3. page 1. Remove the following language:

3. ~~Hours of operation for retail sales at the westernmost anchor store of Chesterfield Commons shall be limited to 6 a.m. to 11 p.m.~~ Hours of operation for all other retail sales shall be limited to 7 a.m. to 11 p.m.

### **AMENDMENT 2:**

Section I. Permitted Uses, B. 6. a. page 2. Revise the following language in the **first sentence** here:

- a. The area to be utilized for outdoor storage shall be limited to 5,000 sq. ft. as delineated on the attached Exhibit A and is permitted ~~year-round~~ for the period of March 15<sup>th</sup> until October 15<sup>th</sup> of each year.

### **AMENDMENT 3:**

Section I. Permitted Uses, B. 6. a. page 2. Revise the following language in the **second sentence** here:

- a. All materials stored in this area shall be limited to a height of ~~eight (8)~~ six (6) feet.

### **AMENDMENT 4:**

Section I. Permitted Uses, B. 6. b. page 2. Revise the following language:

- b. ~~Materials in the storage area shall not be stored in shipping containers or on pallet racks.~~ Materials allowed in all outdoor storage areas shown on Exhibit A shall be limited to plants, soil, mulch, and other related landscape materials and shall not be stored in shipping containers or on pallet racks.

**AMENDMENT 5:**

Section I. Permitted Uses, B. 6. page 2. Add the following language:

- f. During times of outdoor storage in areas along the western side of the existing garden center as depicted in Exhibit A, traffic along the internal drive parallel to RHL Boulevard shall be restricted to one-way traffic traveling north to south with appropriate directional signage

*Please note, there is currently an item f. in this section of the Attachment A. If this Amendment is approved, Staff will re-number the other necessary items accordingly.*

**AMENDMENT 6:**

Section I. Permitted Uses, B. 6. g. page 2. Add the following language:

- g. The seasonal outdoor storage area shall be limited to approximately 3,000 sq. ft. as delineated on the attached Exhibit B. Storage in this area shall be restricted to a height of ten (10) feet.

## ATTACHMENT A

**All provisions of the City of Chesterfield City Code shall apply to this development except as specifically modified herein.**

### **I. PERMITTED USES**

- A. The uses allowed in this “C-8” Planned Commercial District shall be:
1. Retail
  2. Offices
  3. Hotel and motels
  4. Restaurants, sit down
  5. Restaurants, fast food
  6. Recreational and entertainment facilities, including indoor theaters
  7. Financial Institutions
  8. Outdoor storage as restricted in Section B below.
- B. The above uses in the “C-8” Planned Commercial District shall be restricted as follows:
1. The number of buildings constructed shall be based on the development’s ability to comply with the parking regulations of the City of Chesterfield Unified Development Code.
  2. Total square footage of buildings in this development shall not exceed 1,185,400 square feet. The square footage constructed shall be based on the development’s ability to comply with the parking regulations of the City of Chesterfield Unified Development Code.
  3. Hours of operation for retail sales at the westernmost anchor store of Chesterfield Commons shall be limited to 6 a.m. to 11 p.m. Hours of operation for all other retail sales shall be limited to 7 a.m. to 11 p.m.
  4. All deliveries and trash pick-ups shall be limited to the hours from 7 a.m. to 10 p.m.
  5. No vehicles shall remain on the premises with idling engines between 11 p.m. and 7 a.m.
  6. The use listed in A(8) above shall be limited to the westernmost and easternmost anchor stores of Chesterfield Commons and the following shall also apply:

**Westernmost Anchor**

- a. The area to be utilized for outdoor storage shall be limited to 5,000 sq. ft. as delineated on the attached Exhibit A and is permitted year-round. All materials stored in this area shall be limited to a height of eight (8) feet.
- b. Materials in the storage area shall not be stored in shipping containers or on pallet racks.
- c. A 44 inch wide aisle in front of each gate, giving clear access to the drive aisle on the north side of the area shall be provided.
- d. Materials stored inside existing fencing on the site shall not extend or be visible above the fence line.
- e. The privacy screening shall be extended from the rear to the western portion of the fenced area.

**Easternmost Anchor**

- f. Seasonal outdoor storage shall be limited to the period starting on October 15<sup>th</sup> and ending on January 31<sup>st</sup> of the following year.
- g. The seasonal outdoor storage area shall be limited to approximately 3,000 sq. ft. as delineated on the attached Exhibit B.
- h. The year-round outdoor storage shall be limited to approximately 2,500 sq. ft. as delineated on the attached Exhibit B.
- i. Outdoor storage in both areas delineated on Exhibit B shall be permitted in portable storage containers designed, constructed, and used for temporary storage of goods, merchandise, and supplies offered for sale or used by the easternmost anchor tenant. No dumpster or receptacle used for the disposal of solid waste may be used for outdoor storage.
- j. During times that it is used for storage purposes, the seasonal outdoor storage area delineated on Exhibit B shall be screened on all sides using sight-proof materials that match the existing architecture of the main building and the previously approved garden center as approved by the City of Chesterfield.

- k. All screening, including gates, must not impede the flow of pedestrian or vehicular traffic.
- 7. No retail sales, storage or displays are permitted outside of enclosed buildings except as listed above.

## **II. FLOOR AREA, HEIGHT, BUILDING AND PARKING STRUCTURE REQUIREMENTS**

A. The following requirements will apply to the permitted uses:

- 1. Height
  - a. Buildings shall be limited to three (3) stories or forty-five (45) feet, whichever is less, as measured from the average finished ground elevation of the building. The above shall be exclusive of roof-top equipment.

## **III. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS**

Within eighteen (18) months from the preliminary development plan approval date by the City of Chesterfield and prior to issuance of any building permit, the developer shall submit to the City of Chesterfield for their review and approval, a Site Development Concept Plan. Within twelve (12) months of the Site Development Concept Plan approval date, the developer shall submit the first Site Development Section Plan to the City of Chesterfield for review and approval. Where due cause is shown by the developer, this time interval may be extended by the City of Chesterfield.

## **IV. POWER OF REVIEW**

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

## **V. GENERAL CRITERIA - CONCEPT PLAN**

### **A. The Site Development Concept Plan shall include the following:**

1. Outboundary plat and legal description of the property.
2. Conceptual location, design (with design statement), materials, and size, including height, of all proposed buildings, parking and loading areas, and lots.
3. Specific structure and parking setbacks along all roadways and property lines.
4. The size and approximate location of the proposed internal and adjacent roadway, major utility easements, necessary right-of-way dedications, road improvements, and curb cuts.
5. Existing and proposed contours at intervals of not more than one (1) foot, and extending one hundred fifty (150) feet beyond the limits of the site.
6. Preliminary stormwater and sanitary sewer facilities.
7. Show existing improvements, including roads and driveways on the opposite side of roadway adjacent to the site, and the location of significant natural features, such as wooded areas and rock formations, that are to remain or be removed
8. Comply with all preliminary plat requirements of the City of Chesterfield City Code.
9. The scale to which the Site Development Concept Plan will be drawn shall be no greater than one (1) inch equals one hundred (100) feet.

## **VI. GENERAL CRITERIA - SECTION PLANS**

### **A. Site Development Section Plans shall include the following:**

1. Location and size, including height, of all uses, buildings, parking and loading areas, light standards, fencing, free-standing signs, trash enclosures, and landscaping.

2. Existing and proposed contour intervals of not more than one (1) foot, and extending one hundred fifty (150) feet beyond the limits of the site.
3. Existing and proposed roadways, drives, and walkways on and adjacent to the property in question, including location of curb cuts.
4. Location and size of all parking areas.
5. A landscape plan, including, but not limited to, location, size and type of all plant and other material to be used.
6. Area of each building phase.
7. Show existing improvements, including roads and driveways on the opposite side of roadway adjacent to the site, and the location of significant natural features, such as wooded areas and rock formations, that are to remain or be removed.

#### **VII. SITE DEVELOPMENT PLAN SUBMITTAL OPTION**

In lieu of submitting a Site Development Concept Plan and Site Development Section Plans, the petitioner may instead submit a Site Development Plan for the entire development within eighteen (18) months of the date of approval of the Preliminary Development Plan by the City. Said Plan shall be submitted in accord with the combined requirements for Site Development Section and Concept Plans. The submission of Amended Site Development Plans by sections of this project to the Planning Commission shall be permitted if this option is utilized.

#### **VIII. GENERAL CRITERIA FOR SITE DEVELOPMENT PLAN**

A. The Site Development Plan will include the following:

1. Outboundary plat and legal description of the property.
2. Location and size, including height above sea level, of all buildings, parking and loading areas, light standards, fencing, free-standing signs, trash enclosures, and all other above-ground structures and landscaping.
3. Location map, north arrow, and plan scale.
4. Parking calculations.

5. Architectural elevations (with design statement) and materials of the proposed buildings.
6. Confirmation of compliance with the sky exposure plane and height restrictions as set forth in this ordinance.
7. Specific structure and parking setbacks along all roadways and property lines.
8. The size and approximate location of the proposed internal and adjacent roadway, major utility easements, necessary right-of-way dedications, road improvements, and curb cuts.
9. Existing and proposed contours at intervals of not more than two (2) feet, and extending one hundred fifty (150) feet beyond the limits of the site.
10. Existing improvements within one hundred fifty (150) feet of the site as directed. Road and driveways on the opposite side of roadways adjacent to the site, and the location of significant natural features, such as wooded areas and rock formations, that are to remain or be removed will be included.
11. All existing and proposed easements/rights-of-way on site and all existing or proposed off-site easements and rights-of-way required for utilities, storm water drainage, grading, or other improvements.
12. Prior to Site Development Plan approval, show all existing or proposed easements and right-of-way on site. The Site Development Plan and Tree Preservation Plan must be approved prior to clearing or grading.
13. The location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to existing systems.
14. Show existing improvements and the locations of significant natural features, such as wooded areas and rock formations that are to remain or be removed.
15. Comply with all preliminary plat requirements of the City of Chesterfield City Code.
16. The scale to which the Site Development Plan will be drawn will be no greater than one (1) inch equals one hundred (100) feet.

17. Provide comments/approvals from the appropriate Fire District, the Metropolitan St. Louis Sewer District, the St. Louis County Department of Highways and Traffic, the Spirit of St. Louis Airport, the Monarch Chesterfield Levee District, and the Missouri Department of Transportation.
18. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.

## **IX. SPECIFIC CRITERIA**

- A. The Site Development Concept and Section Plans or Site Development Plan shall illustrate adherence to the following specific design criteria. Information to be shown on the Site Development Concept Plan shall be limited to those items specified in Section A, General Criteria-Concept Plan.

1. Structure Setbacks

Structure setbacks will be determined on the Site Development Concept Plan. No building or structure, other than boundary walls, retaining walls, signs, light standards, flagpoles or fences, shall be located within the setbacks

2. Parking and Loading Space Setbacks

Parking and loading space setbacks will be determined on the Site Development Concept Plan.

3. Parking and Loading Requirements

- a. Parking and loading spaces for this development will be as required in the City of Chesterfield Unified Development Code.

- b. Parking lots shall not be used as streets.

4. Access

- a. The number, location and geometry of access points to this development from Chesterfield Airport Road shall be limited to four (4) entrances on the south side and three (3) entrances on the north side in accordance with the addendum to the traffic impact study dated September 15, 1997, exception being: the eastbound right turn lane on Chesterfield Airport

Road at the development entrance opposite Boone's Crossing should be retained; dual northbound left turn lanes on the main development entrance should be retained; the easternmost driveway should contain channelization islands on the southeast as well as the southwest corners.

- b. Access to the office development should have no intersecting drive closer than two hundred (200) feet on the main entrance and one hundred (100) feet on the two secondary entrances as directed by the St. Louis County Department of Highways and Traffic.
- c. Outlots shall have no direct access to Chesterfield Airport Road. Cross access shall be provided between outlets. An interior loop road shall be provided.

5. Public/Private Road Improvements, Including Pedestrian Circulation

Roadway improvements include new interchanges on Highway 40/61, the extension of Edison Avenue through the southern portion of the site to Chesterfield Airport Road/Baxter Road, relocation of Old Olive Street to improve intersection geometrics and widening of Chesterfield Airport Road to five (5) traffic lanes with additional paved shoulders on both sides.

- a. Improve Chesterfield Airport Road full width across the entire frontage to a five-lane cross section with ten (10) foot stabilized shoulders in order to conform to the typical section with required tapers and including all storm drainage facilities as directed by the St. Louis County Department of Highways and Traffic. Verify handling of surface runoff will not require additional easement dedication.
- b. The developer shall provide any additional right-of-way and construct any improvements related to the construction of a full interchange on Highway 40/64 east of Boone's Crossing as required by the Missouri Department of Transportation, St. Louis County Department of Highways and Traffic, and/or the City of Chesterfield.
- c. Provide right of way dedication for Edison Avenue from the west property line of the site, adjacent to the Chesterfield Monarch Levee, to the connection with Old Olive Street. Right-of-way shall consist of a forty (40) foot right-of-way, with additional roadway improvement, maintenance, utility and drainage easement on both sides. The width of easements shall be a minimum of ten (10) feet. The City of Chesterfield may require additional width. The centerline radius of Edison Avenue

shall be a minimum of five hundred seventy-five (575) feet; other standards shall be determined by the City of Chesterfield.

- d. On both sides of the subject development, provide forty (40) foot right-of-ways, with ten (10) foot minimum roadway improvement, maintenance, utility and drainage easements on both sides, between Edison Avenue and Chesterfield Airport Road. Construct a minimum twenty-six (26) foot pavement with seven (7) foot shoulders on both sides, and appurtenant storm drainage facilities as required by the City of Chesterfield. Additional widening at each end shall be provided to accommodate separate right and left turn approach lanes at the intersection. Parking shall be prohibited along both sides of this roadway. No curb cuts shall be permitted within two hundred (200) feet of the intersection of Chesterfield Airport Road and Edison Avenue with RHL Drive, Chesterfield Commons Crossing, JW Drive, or THF Boulevard.
- e. Traffic signals shall be required along Chesterfield Airport Road at both main entrance intersections and the intersection with Boone's Crossing as directed by the St. Louis County Department of Highways and Traffic and/or the City of Chesterfield.
- f. Provide a five (5) foot wide sidewalk, conforming to St. Louis County ADA standards, adjacent to the north side of Chesterfield Airport Road as directed by the St. Louis County Department of Highways and Traffic and the City of Chesterfield. Sidewalks shall be required on both sides of the three easternmost access drives on the south side of Chesterfield Airport Road. The sidewalks shall be constructed within public right-of-way or easement that provides sufficient width as determined by the City of Chesterfield.
- g. Utility companies will require compensation for relocation of their utility facilities within public road right-of-way. Utility relocation costs shall not be considered as an allowable credit against the petitioner's traffic generation assessment contributions. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements.

6. Traffic Study

- a. A traffic study including internal and external circulation will be provided for review and approval by the City of Chesterfield, the St. Louis County Department of Highways and Traffic, and the Missouri Department of Transportation.

7. Landscape Plan

- a. The development shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Unified Development Code except as specifically noted elsewhere in this section.
- b. The developer shall submit a landscape plan in accord with Unified Development Code adopted by the Planning Commission, either as part of the appropriate Site Development Concept Plan or on a separate drawing to be reviewed as part of said plan, to comply with the following:
  1. A landscape buffer shall be required on both sides of Chesterfield Airport Road on the Site Development Concept Plan.
  2. All new required landscaping material shall meet the following criteria:
    - a) Deciduous trees - two (2) inch minimum caliper.
    - b) Evergreen trees - four (4) feet minimum height.
    - c) Shrubs - eighteen (18) inch minimum diameter.
- c. If the estimated cost of new landscaping indicated on the Site Development Section Plans as required by the Planning Commission exceeds one thousand (\$1,000) dollars, as determined by a plant nursery, the petitioner shall furnish a surety for two (2) years sufficient in amount to guarantee the installation of said landscaping and for an additional (2) years for guaranteeing the maintenance of said landscaping.

8. Sign Requirements

- a. A sign package will be submitted to the City of Chesterfield in conjunction with the Site Development Concept Plan.

- b. Freestanding project identification signs shall have landscaping, which may include, but not be limited to, shrubs, annuals, and other materials, adjacent to the sign base or structural supports. If the outline area and/or a height increase for the freestanding project identification sign is requested, the required landscaping for the sign will be subject to Planning Commission approval.
- c. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the City of Chesterfield, and/or the St. Louis County Department of Highways and Traffic, for sight distance considerations prior to installation or construction.
- d. No advertising signs, temporary signs, portable signs or attention getting devices shall be permitted in this development.

9. Light Requirements

- a. The location and height of all light standards shall be as approved by the Planning Commission on the appropriate development plan. No on-site illumination source shall be so situated that light is cast directly on adjoining properties or public roadways. Illumination levels shall comply with the City of Chesterfield Unified Development Code.

10. Architectural Elevations

- a. Architectural elevations shall be as approved by the Planning Commission in conjunction with the Site Development Concept Plan.
- b. The development shall adhere to the Architectural Review Standards of the City of Chesterfield Unified Development Code.
- c. Trash enclosures: All exterior trash areas will be enclosed with a minimum six (6) foot high sight-proof enclosure complemented by adequate landscaping. The location, material, and elevation of any trash enclosures will be as approved by the City of Chesterfield on the Site Development Concept/Section Plan.

11. Monarch-Chesterfield Levee District

- a. The developer shall dedicate necessary property and construct improvements to the levee as directed by the Monarch Chesterfield Levee District.

12. Miscellaneous

- a. Mechanical equipment will be adequately screened by roofing or other material as approved by the Planning Commission
- b. If any work is proposed in, near or above the natural watercourse through this site, a hydrologic/hydraulic study evaluating the impacts of the proposed work shall be provided as directed by the City of Chesterfield. Said study shall evaluate impacts on the entire length of stream, and any maintenance requirements. Appropriate permits and approvals from other agencies shall also be provided.

**X. TRUST FUND CONTRIBUTION**

The developer shall contribute to the Chesterfield Valley Trust Fund (No. 556). This fund was created for roadway improvements, stormwater improvements, sanitary sewer facilities and water main improvements in the Chesterfield Valley Area.

The trust contribution consists of four components representing the improvement categories.

A. Road

The roadway improvement contribution is based on land and building use. The roadway contributions are necessary to help defray the cost of engineering, right-of-way acquisition, and major roadway construction in accordance with the Chesterfield Valley Road Improvement Plan on file with the St. Louis County Department of Highways and Traffic. The amount of the developer's contribution to this fund shall be computed on the basis of the following:

<u>Type of Development</u>	<u>Required Contribution</u>
Industrial	\$3,685.05/acre of gross acreage

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

Credits for roadway improvements required in condition will be awarded as directed by the St. Louis County Department of Highways and Traffic. Any portion of the roadway improvement contribution which remains, following completion of road improvements required by the development, shall be retained in the trust fund.

The roadway improvement contributions shall be deposited with the St. Louis County Department of Highways and Traffic. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by St. Louis County Department of Highways and Traffic. Funds shall be payable to the Treasurer, St. Louis County.

#### B. Water Main

The primary water line contribution is based on gross acreage of the development land area. The contribution shall be a sum of \$486.43 per acre for the total area as approved on the Site Development Plan to be used solely to help defray the cost of constructing the primary water line serving the Chesterfield Valley area.

The primary water line contributions shall be deposited with the St. Louis County Department of Highways and Traffic. The deposit shall be made prior to approval of the Site Development Plan unless otherwise directed by the St. Louis County Department of Highways and Traffic. Funds shall be payable to the Treasurer, St. Louis County.

#### C. Stormwater

The stormwater contribution is based on gross acreage of the development land area. These funds are necessary to help defray the cost of engineering and construction improvements for the collection and disposal of stormwater from the Chesterfield Valley in accordance with the Master Plan on file with and jointly approved by St. Louis County and the Metropolitan St. Louis Sewer District. The amount of the stormwater contribution will be computed on the basis of \$1,534.99 per acre for the total area as approved on the Site Development Plan.

The stormwater contributions to the Trust Fund shall be deposited with the St. Louis County Department of Highways and Traffic. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by St. Louis County Department of Highways and Traffic. Funds shall be payable to the Treasurer, St. Louis County.

#### D. Sanitary Sewer

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

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

The amount of this required contribution for the roadway, stormwater and primary waterline improvements, if not submitted by January 1, 1998 shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accord with the construction cost index as determined by the St. Louis County Department of Highways and Traffic.

Trust fund contributions shall be deposited with St. Louis County in the form of a cash escrow prior to the issuance of building permits.

## **XI. VERIFICATION PRIOR TO APPROVAL**

- A. Prior to approval of the Site Development Plan, the developer will provide the following:
  1. Roadway Improvements and Curb Cuts
    - a. Road improvements, right-of way and roadway easement dedication shall be completed prior to issuance of a St. Louis County Department of Highways and Traffic Special Use Permit. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
    - b. Prior to Special Use Permit issuance by St. Louis County Department of Highways and Traffic, a special cash escrow or a special escrow supported by an Irrevocable Letter of Credit must be established with the St. Louis County Department of Highways and Traffic to guarantee completion of the required roadway improvements, and location or permitted curb cuts.
    - c. Obtain approval from the City of Chesterfield and the St. Louis County Department of Highways and Traffic for the locations of proposed curb cuts, areas of new dedication, and roadway improvements.
  2. Stormwater and Sanitary Sewer
    - a. Verification to the St. Louis County Department of Public Works and the City of Chesterfield of adequate sanitary services.
    - b. A preliminary engineering plan approved by the City of Chesterfield, the St. Louis County Department of Highways and Traffic and MSD showing that adequate handling of the stormwater drainage of the site is provided.

1. The proposed site improvements shall not conflict with the proposed Chesterfield Valley Master Plan. Equivalent stormwater detention/retention and routing functionality shall be provided as required by the City of Chesterfield. If modifications to the Stormwater Plan are proposed, routing calculations, signed and sealed by a registered professional engineer licensed to practice in the State of Missouri, demonstrating functionally equivalent operation shall be submitted. The calculations shall be performed using identical methods as the initial analysis, AdICPR software. Maintenance of the stormwater system shall be the responsibility of the property owner. The petitioner is to provide:
  - a) An eighteen (18") inch sanitary sewer running along the south side of Chesterfield Airport Road on the north edge of the Outlot Parcels. The sanitary sewer, including gravity lines, a lift station and force main, is to continue along Chesterfield Airport Road and Old Olive Street to tie into the existing eighteen (18") inch sanitary sewer near the Caulks Creek "B" Pump Station.
  - b) Extensive stormwater improvements include, but not are not limited to, a large dry reservoir extending along the entire south side of the development, smaller dry reservoirs, flat-bottom ditches and several culverts. In addition, a 19.2 acre lake is to be provided immediately to the east of the site on the south side of Old Olive Street Road.
2. The site shall provide for the positive drainage of stormwater and it shall be discharged at an adequate natural discharge point by means of bleeder ditches and/or construction portions of the main channel as outlined in the Chesterfield Valley Master Drainage Plan or by other means that may be approved by the St. Louis County Department of Highways and Traffic and the City of Chesterfield. This may require extensive off site sewer ditch work and appropriate easements. Emergency overflow drainage ways to accommodate the one hundred (100) year storm shall be provided.
3. Show all off-site easements required for utility, grading and/or stormwater drainage improvements.
- c. Indicate the location where the proposed sanitary sewer will connect to the existing system.

3. Geotechnical Report

Provide a geotechnical report prepared by a Professional Engineer licensed to practice in the State of Missouri. Said report shall verify the suitability of grading and proposed improvements with soil and geologic conditions. A statement of compliance, signed and sealed by the Geotechnical Engineer preparing the report, shall be included on all Site Development Plans. This report shall address the existence of any potential sinkholes, ponds, septic fields, etc., and recommendations for treatment.

4. Grading and Improvement Plans

- a. A clearing/grading permit or improvement plan approval is required prior to any grading on the site. The Site Development Plan and Tree Preservation Plan must be approved prior to issuance of clearing and grading. No change in watershed shall be permitted. Interim stormwater drainage control in the form of siltation control measures is required. A floodplain development permit must be obtained prior to any work in the regulated floodplain.
- b. Interim storm water drainage control in the form of siltation control and/or siltation basins is required throughout construction. A Storm Water Pollution Prevention Plan (SWPPP) must be submitted and approved by the City of Chesterfield prior to approval of any clearing or grading. The SWPPP will address required erosion control practices specific to site conditions. Its purpose is to ensure the design, implementation, management and maintenance of Best Management Practices (BMP's) to reduce the amount of sediment and other pollutants in storm water discharges associated with land disturbance activities. The SWPPP will ensure compliance with Missouri Water Quality Standards, and the terms and conditions of the NPDES for the site.
- c. Temporary settlement basins, as required by the City of Chesterfield, will be constructed during construction to allow for settling of sediment, prior to the discharge of storm water from this site. Erosion and siltation control will be installed prior to any grading and be maintained throughout the project until acceptance of the work by the owner and/or controlling regulatory agency and adequate vegetative growth insures no future erosion of the soil.

- d. When clearing and/or grading operations are completed or suspended for more than thirty (30) days, all necessary precautions will be taken to retain soil materials on site. Protective measures, such as permanent seeding, periodic wetting or other means, may be required by the City of Chesterfield upon demand.
- e. If cut and fill operations occur during a season not favorable for immediate establishment of permanent ground cover, a fast germinating annual such as rye grasses or sudan grasses will be utilized, if adequate storm water detention and erosion control devices have not been established.
- f. Provide adequate temporary off-street parking for construction employees and a vehicle washdown/cleaning area. Parking on non-surface areas is prohibited in order to eliminate the condition whereby mud from construction and employee vehicles is tracked on the pavement causing hazardous roadway and driving conditions. The contractor will keep the roads in the area clear of mud and debris related to his construction at all times. The streets surrounding this development and any street used for construction access thereto will be cleaned at the end of each day.
- g. This development may require an NPDES Permit from the Missouri Department of Natural Resources. NPDES permits are applicable to construction activities that disturb five (5) or more acres. A copy of the NPDES permit must be submitted to the City of Chesterfield prior to issuance of a grading permit or approval of improvement plans.

## **XII. RECORDING**

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

### **XIII. VERIFICATION PRIOR TO IMPROVEMENT PLAN APPROVAL**

- A. Prior to Improvement Plan approval, the developer will provide the following:
1. Comments/approvals from St. Louis County Department of Highways and Traffic, the Missouri Department of Transportation, the Monarch Chesterfield Levee District, the Spirit of St. Louis Airport, the Metropolitan St. Louis Sewer District, the Missouri Department of Natural Resources and the Chesterfield Fire Protection District.
  2. Location of all off-site easements needed for utility main extensions shall be shown. Copies of the recorded easements for utility main extensions, including book and page, shall be required prior to approval of the Improvement Plans as directed by the City of Chesterfield.

### **XIV. VERIFICATION PRIOR TO FOUNDATION OR BUILDING PERMITS**

- A. Subsequent to approval of the Site Development Plan and prior to the issuance of any foundation or building permit, the following requirements will be met:
1. Notification of Planning and Development Services Division  
  
Prior to the issuance of foundation or building permits, all approvals from the above mentioned agencies and the City of Chesterfield Department of Public Works, as applicable, must be received by the City of Chesterfield Planning and Development Services Division.
  2. Certification of Plans  
  
Provide verification that construction plans are designed to conform to the requirements and conditions of the Geotechnical Report. The Geotechnical Engineer will be required to sign and seal all plans with a certification that the proposed construction will be completed in accordance with the grading and soil requirements and conditions contained in the report.

### **XV. OCCUPANCY PERMIT/FINAL OCCUPANCY**

- A. The developer shall cause, at his expense and prior to the recording of any plat, the reestablishment, restoration or appropriate witnessing of all Corners of the United States Public Land Survey located within, or which define or lie upon, the outboundaries of the subject tract in accordance with the Missouri Minimum Standards relating to the preservation and maintenance of the U.S. Public Land Survey Corners.

- B. Prior to final occupancy of any building the developer will provide certification by a Registered Land Surveyor that no U.S. Public Land Survey Corner has been disturbed during the construction activities or that it has been corrected and the appropriate documents filed with the Missouri Department of Natural Resources Land Survey Program.
- C. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit.

#### **XVI. FINAL RELEASE OF ESCROW**

Prior to the release of final escrow, the developer will provide certification by a Registered Land surveyor that all monumentation depicted on the Record Plat has been installed and that the U.S. Public Land Survey Corners have not been disturbed during the construction activities or that they have been corrected and the appropriate documents filed with the Missouri Department of Natural Resources' Land Survey Program.

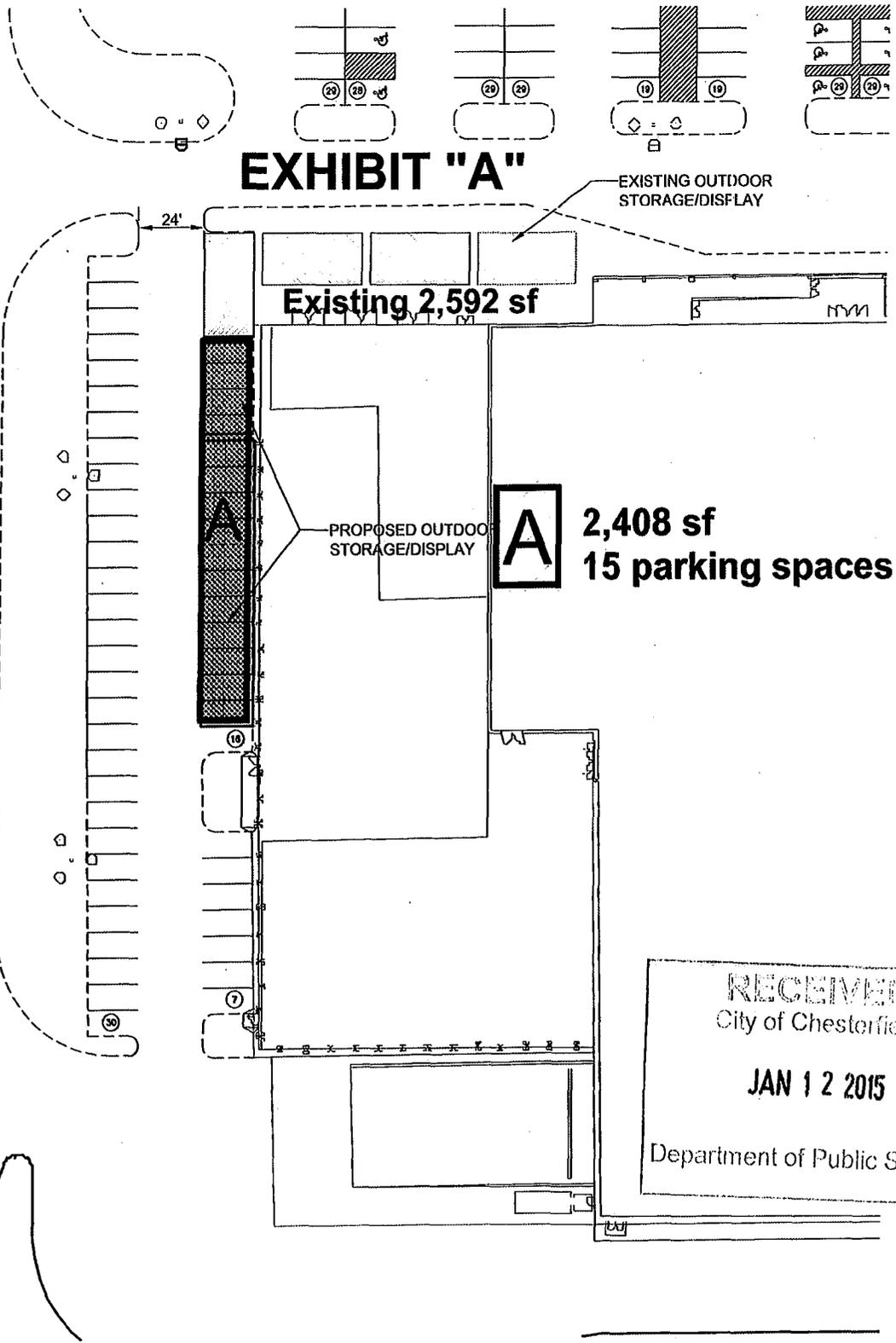
#### **XVII. GENERAL DEVELOPMENT CONDITIONS**

- A. General development conditions relating to the operation, construction, improvement and regulatory requirements to be adhered to by the developer are as follows:
  - 1. Failure to comply with any or all the conditions of this ordinance will be adequate cause for revocation of permits by issuing Departments and Commissions.
  - 2. The City of Chesterfield, Missouri will enforce the conditions of this ordinance in accord with the Site Development Plan approved by the City of Chesterfield and the terms of this Attachment A.
  - 3. All loading docks are to be screened by sound proofing material.
  - 4. The City of Chesterfield has completed a Valley Master Development Plan that sets forth the scope, location, and type of infrastructure improvements desired to facilitate quality development within Chesterfield Valley. Said Plan has been incorporated into the City of Chesterfield Comprehensive Plan. During review of Site Development Concept and Section Plans, due consideration will be given to the Valley Master Plan which may be in effect at the time. The conceptual Valley Master Plan depicts stormwater, road and interchange improvements in the vicinity of the subject rezoning.

5. The petitioner will provide adequate detention to eliminate any additional water discharge to encroach on right of way.
  6. The developer will cause, at his expense and prior to the recording of any plat, the reestablishment, restoration or appropriate witnessing of all Corners of the United States Public Land Survey located within, or which define or lie upon, the outboundaries of the subject tract in accordance with the Missouri Minimum Standards relating to the preservation and maintenance of the U.S. Public Land Survey Corners.
  7. Parking, circulation, and other applicable site design features shall comply with Chapter 1001, Section 310 "Physically Handicapped and Aged" of SLCRO 1974, as amended.
- B. Failure to comply with any or all the conditions of this ordinance shall be adequate cause for revocation of permits by issuing Departments and Commissions.
- C. The City of Chesterfield, Missouri shall enforce the conditions of this ordinance in accord with the Site Development Concept Plan approved by the City of Chesterfield and any Site Development Section Plans approved by the City of Chesterfield.
- D. This document shall be read as a whole and any inconsistency to be integrated to carry out the overall intent of this Attachment A.

RHL DRIVE

**EXHIBIT "A"**



EXISTING OUTDOOR STORAGE/DISPLAY

Existing 2,592 sf

PROPOSED OUTDOOR STORAGE/DISPLAY

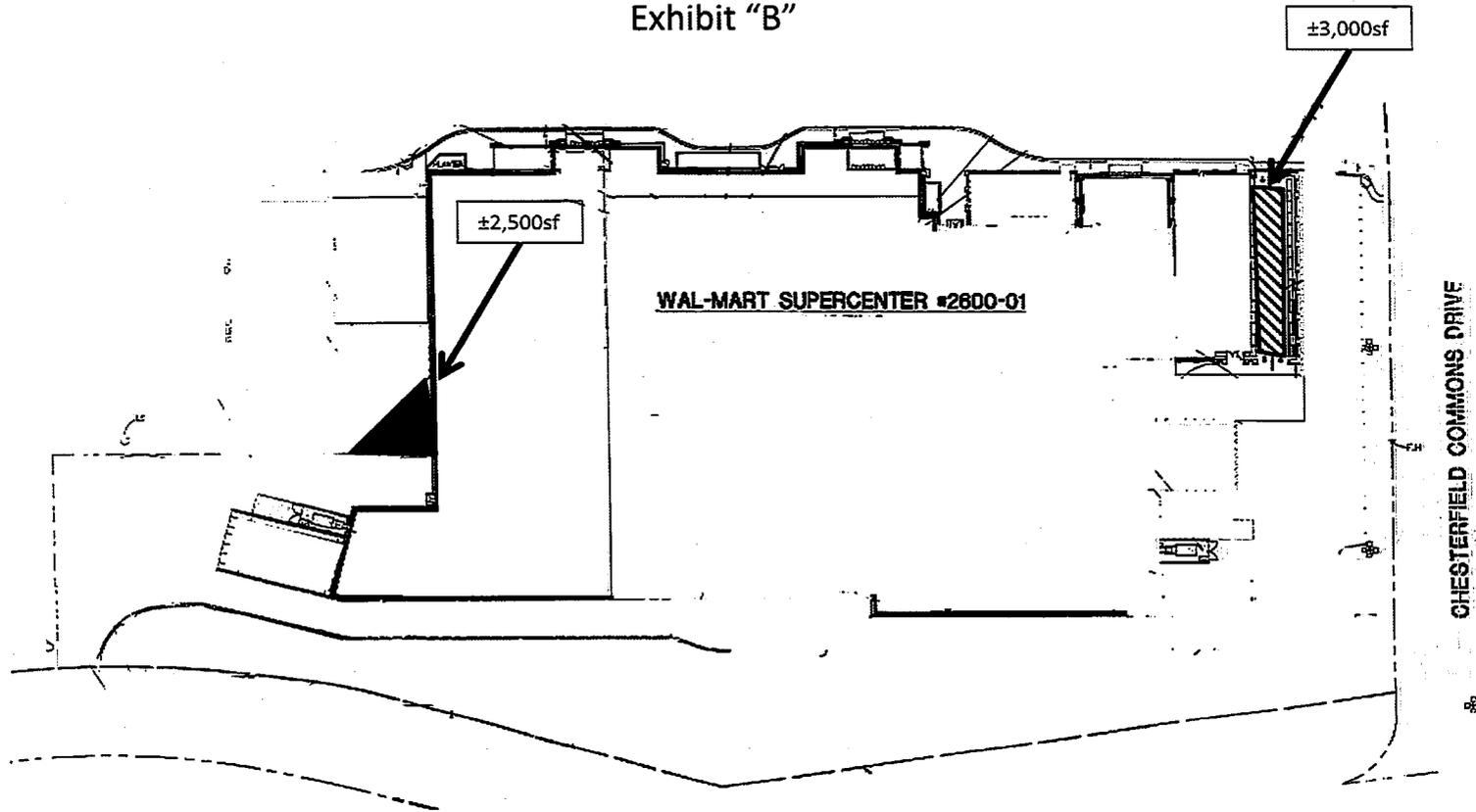
**A** 2,408 sf  
15 parking spaces

RECEIVED  
City of Chesterfield  
  
JAN 12 2015  
  
Department of Public Services

**LOWE'S SITE ANALYSIS**

	FROM ORD. 2081 EXHIBIT	EXISTING	PROPOSED	CITY REQUIRED PARKING
LOWE'S	135,197 S.F.	135,197 S.F.	135,197 S.F.	135,197 S.F.
PARKING	654 SPACES	646 SPACES	631 SPACES	609 SPACES
CART CORRALS	10 CC	10CC	10 CC	
PARKING RATIO	4.84SP/1000 S.F.	4.79SP/1000 S.F.	4.67SP/1000 S.F.	4.50SP/1000 S.F.

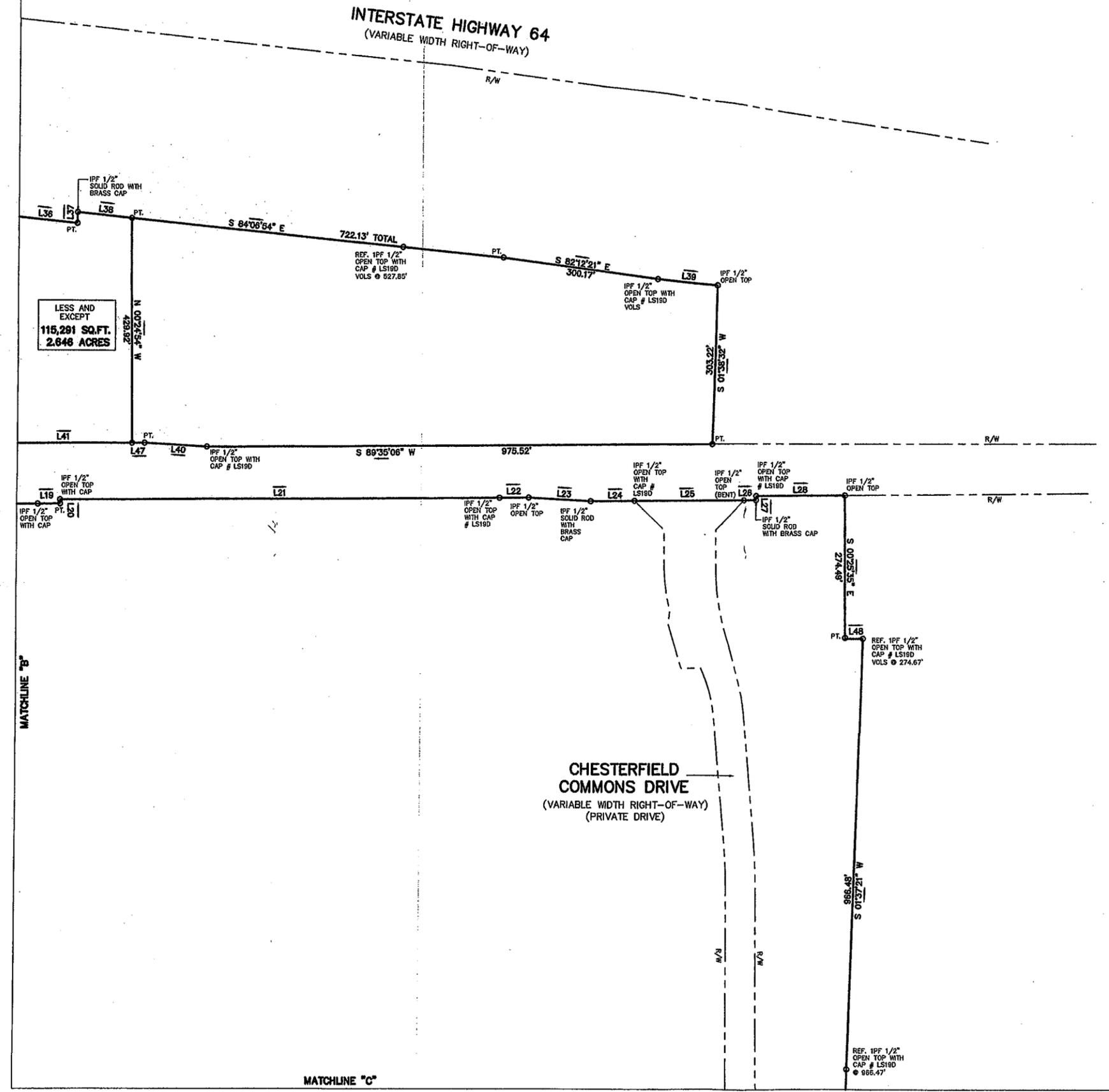
Exhibit "B"



-  Seasonal Outdoor Storage Area
-  Year-Round Outdoor Storage Area

RECEIVED  
City of Chesterfield  
JAN 12 2015  
Department of Public Services





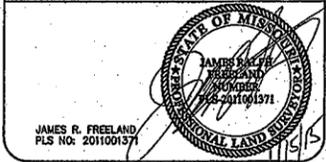
**BASIS OF BEARINGS AND BENCHMARK:**  
 BASIS OF BEARINGS AND ELEVATIONS BASED ON GPS "RTK" OBSERVATION OF NCGS MONUMENT "SL 38" NAD 83 (2007) - NAVD 88



**FREELAND & ASSOCIATES, INC.**  
 323 WEST STONE AVE.  
 GREENVILLE S.C. 29609  
 TEL: (864) 271-4924 FAX: (864) 233-0315  
 EMAIL: info@freeland-associates.com

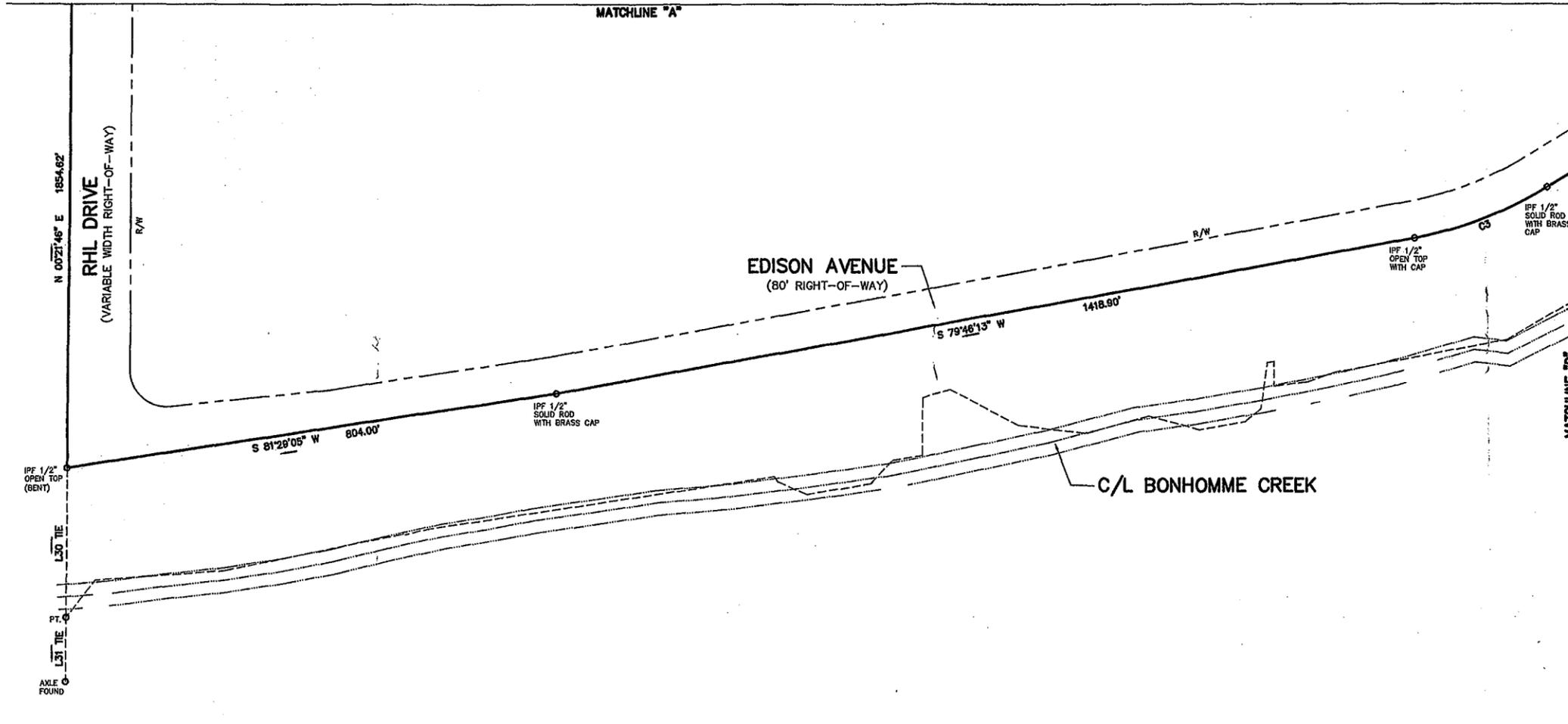
DRAWN:	CF	PARTY CHIEF:	GRA	CHECKED:	JCC
REF. PLAT BOOK:					
REF. DEED BOOK:					
TAX MAP:					
DATE OF SURVEY:					
DATE DRAWN:	8-9-2014				
DRAWING NO.:	65442-ZONING				
DATE OF LAST REVISION:					

0' 100' 200' 300'  
SCALE: 1" = 100'



**STATE OF MISSOURI**  
**ST. LOUIS COUNTY**  
**CITY OF CHESTERFIELD**  
**TWP 45N - R4E**  
**BOUNDARY SURVEY FOR**  
**TOWN OF CHESTERFIELD**  
**(ZONING ORDINANCE)**  
 SITE ADDRESS:  
 CHESTERFIELD AIRPORT ROAD  
 CHESTERFIELD, MO

SEE SHEET 4 FOR LINE TABLE,  
 WRITTEN DESCRIPTION AND NOTES.

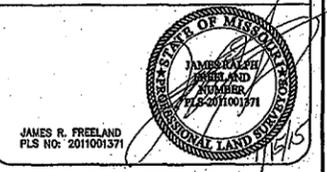
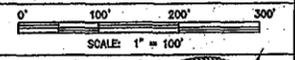


**BASIS OF BEARINGS AND BENCHMARK:**  
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 EMAIL: info@freeland-associates.com

DRAWN:	CF - PARTY CHIEF: GRA	CHECKED:	JCC
REF. PLAT BOOK:			
REF. DEED BOOK:			
TAX MAP:			
DATE OF SURVEY:			
DATE DRAWN:	8-5-2014		
DRAWING NO.:	65442-ZONING		
DATE OF LAST REVISION:			



SEE SHEET 4 FOR LINE TABLE, WRITTEN DESCRIPTION AND NOTES.

**SHEET 3 OF 4**

**STATE OF MISSOURI**  
**ST. LOUIS COUNTY**  
**CITY OF CHESTERFIELD**  
**TWP 45N - R4E**  
**BOUNDARY**  
**SURVEY FOR**  
**TOWN OF CHESTERFIELD**  
**(ZONING ORDINANCE)**  
 SITE ADDRESS:  
 CHESTERFIELD AIRPORT ROAD  
 CHESTERFIELD, MO

**LEGEND:**  
 P/B POINT OF BEGINNING  
 P/C POINT OF COMMENCEMENT  
 O 8/8 NEW IRON PIN (5/8" BEARING)  
 O 8/8 EXISTING IRON PIN  
 R/W RIGHT-OF-WAY



**WRITTEN DESCRIPTION:**

A tract of land being a part of Lots 1, 2, 3 and 4 of the Subdivision of Ludwell Boone Estate, and part of Lots 1-10 of the Hermon Pike Estate Subdivision, in US Surveys 125 and 2031, and more recently described as Lots 1-3, 7 and 8 of Chesterfield Commons Subdivision recorded in Plat Book 845, pages 654-664, Township 45 North, Range 4 East, City of Chesterfield, St. Louis County, Missouri, said tract being further described as follows:

Beginning at a point located on the right of way intersection of the south right of way of Chesterfield Airport Road and the west right of way of Edson Avenue and running along Chesterfield Airport Road the following: N 89 degrees 35 minutes 06 seconds E for 220.07 feet; S 89 degrees 35 minutes 06 seconds E for 500.06 feet; S 88 degrees 36 minutes 03 seconds E for 120.27 feet; N 89 degrees 35 minutes 06 seconds E for 453.64 feet; N 00 degrees 24 minutes 54 seconds W for 8.00 feet; N 89 degrees 35 minutes 06 seconds E for 288.30 feet; N 89 degrees 35 minutes 21 seconds E for 300.06 feet; N 89 degrees 35 minutes 06 seconds E for 283.00 feet; S 88 degrees 36 minutes 03 seconds E for 120.27 feet; N 89 degrees 35 minutes 06 seconds E for 456.39 feet; N 00 degrees 24 minutes 54 seconds W for 8.00 feet; N 89 degrees 35 minutes 06 seconds E for 203.06 feet; S 88 degrees 36 minutes 03 seconds E for 120.27 feet; N 89 degrees 35 minutes 06 seconds E for 24.33 feet; N 00 degrees 24 minutes 54 seconds W for 8.00 feet; N 89 degrees 35 minutes 06 seconds E for 170.18 feet; thence leaving said right of way S 00 degrees 25 minutes 35 seconds E for 274.48 feet to a point; thence N 89 degrees 35 minutes 06 seconds E for 33.57 feet to a point; S 01 degrees 37 minutes 21 seconds W for 188.48 feet to a point on the south right of way of Edson Avenue; thence along Edson Avenue the following: S 01 degree 00 minutes 20 seconds W for 626.15 feet, along a curve concave to the north having a radius of 630.00 feet, an arc of 248.73 feet and a chord of N 89 degrees 48 minutes 18 seconds W for 248.10 feet; N 79 degrees 38 minutes 07 seconds W for 192.15 feet; along a curve concave to the south having a radius of 370.00 feet, an arc of 427.07 feet and a chord of S 81 degrees 34 minutes 39 seconds W for 444.35 feet; S 80 degrees 38 minutes 17 seconds W for 188.91 feet; along a curve concave to the north having a radius of 630.00 feet, an arc of 232.73 feet and a chord of S 89 degrees 11 minutes 15 seconds W for 231.41 feet; S 79 degrees 48 minutes 15 seconds W for 1418.50 feet; S 81 degrees 23 minutes 05 seconds W for 804.00 feet to a point; thence leaving said right of way N 00 degrees 21 minutes 46 seconds E for 1654.62 feet to a point; thence along Chesterfield Airport Road N 89 degrees 35 minutes 06 seconds E for 5.51 feet to the Point of Beginning. Said tract contains 140,612 sq. ft. The above described area contains coverage with the rights of way of Chesterfield Commons Drive, Edson Avenue and Hill Drive. The above described is not to be used for property conveyance. This description should be used to describe a tract of land located in OS Zoning District.

A tract of land being a part of Lots 1, 2, 3 and 4 of the Subdivision of Ludwell Boone Estate, and part of Lots 1-10 of the Hermon Pike Estate Subdivision, in US Surveys 125 and 2031, and more recently described as Lot 6 of Chesterfield Commons Subdivision recorded in Plat Book 845, pages 654-664, Township 45 North, Range 4 East, City of Chesterfield, St. Louis County, Missouri, said tract being further described as follows:

Beginning at a point located on the north right of way of Chesterfield Airport Road said point being the southwest corner of Lot 6 as shown on plat recorded in Plat Book 845, pages 654-664; thence leaving said right of way the following: N 42 degrees 15 minutes 54 seconds W for 66.72 feet; N 05 degrees 53 minutes 06 seconds E for 173.96 feet; N 43 degrees 23 minutes 38 seconds E for 102.54 feet; N 92 degrees 53 minutes 31 seconds E for 812.67 feet; N 85 degrees 33 minutes 18 seconds E for 363.07 feet; S 94 degrees 06 minutes 04 seconds E for 174.63 feet; N 00 degrees 00 minutes 40 seconds E for 21.08 feet; S 84 degrees 06 minutes 04 seconds E for 227.17 feet; S 82 degrees 12 minutes 21 seconds E for 300.17 feet; S 84 degrees 06 minutes 04 seconds E for 116.61 feet; S 01 degree 38 minutes 30 seconds W for 303.22 feet to a point located on the north right of way of Chesterfield Airport Road; thence along said right of way S 89 degrees 35 minutes 06 seconds W for 973.62 feet; N 89 degrees 35 minutes 06 seconds E for 103.33 feet; S 00 degrees 35 minutes 06 seconds W for 45.70 feet; S 00 degrees 24 minutes 54 seconds E for 8.00 feet; S 89 degrees 35 minutes 06 seconds W for 482.99 feet; N 89 degrees 35 minutes 06 seconds E for 64.32 feet; N 89 degrees 35 minutes 27 seconds W for 284.18 feet; S 89 degrees 35 minutes 06 seconds W for 188.42 feet to the Point of Beginning. Said tract contains 22,753 sq. ft. and except a tract of land containing 2,646 sq. ft. as described on a plat entitled "Country Club C&W Wash Express"; the above described area contains coverage with the rights of way of Chesterfield Commons Drive, Edson Avenue and Hill Drive. The above described is not to be used for property conveyance. This description should be used to describe a tract of land located in OS Zoning District.

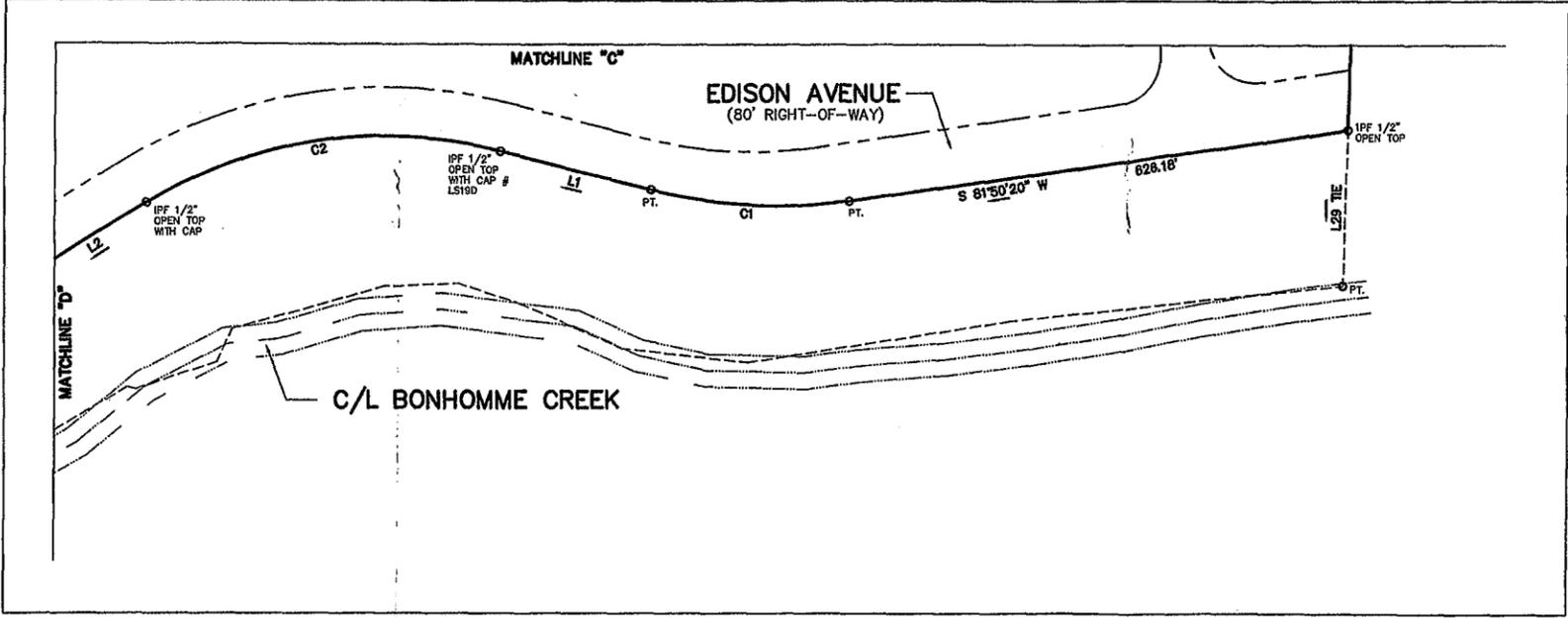
Less and except a parcel of land as described; Beginning at a point located on the north right of way of Chesterfield Airport Road N 00 degrees 24 minutes 54 seconds W for 438.27 feet to a point; thence S 84 degrees 06 minutes 04 seconds E for 183.08 feet to a point; thence N 00 degrees 58 minutes 40 seconds E for 21.08 feet to a point; thence S 84 degrees 06 minutes 04 seconds E for 105.04 feet to a point; thence S 00 degrees 24 minutes 54 seconds E for 428.22 feet to a point on the north right of way of Chesterfield Airport Road; thence along said right of way S 89 degrees 35 minutes 06 seconds W for 288.99 feet to the Point of Beginning. Said tract contains 2,646 sq. ft. or less.

**CURVE TABLE**

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	630.00'	249.73'	128.53'	248.10'	N 88°48'18" W	22°42'43"
C2	670.00'	457.10'	241.84'	444.85'	S 81°34'39" W	45°56'48"
C3	630.00'	232.73'	117.71'	231.41'	S 89°11'15" W	21°08'57"

**LINE TABLE**

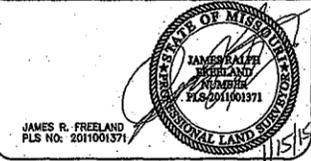
LINE	LENGTH	BEARING
L1	192.15'	N 75°28'57" W
L2	188.91'	S 58°38'17" W
L3	128.94'	N 89°35'06" E
L4	100.93'	N 89°35'06" E
L5	300.06'	S 89°18'09" E
L6	120.27'	S 88°38'03" E
L7	209.41'	N 89°35'06" E
L8	229.70'	N 89°35'06" E
L9	26.63'	N 89°35'06" E
L10	8.00'	N 00°24'54" W
L11	288.36'	N 89°35'06" E
L12	300.06'	N 88°28'21" E
L13	283.00'	N 89°35'06" E
L14	120.27'	S 88°38'00" E
L15	206.94'	N 89°35'06" E
L16	206.46'	N 89°35'06" E
L17	42.85'	N 89°35'06" E
L18	8.00'	N 00°24'54" W
L19	847.59'	N 89°35'06" E
L20	55.97'	N 89°35'06" E
L21	120.35'	S 88°36'13" E
L22	84.35'	N 89°35'06" E
L23	213.41'	N 89°35'16" E
L24	24.23'	N 89°35'06" E
L25	8.00'	N 00°24'54" W
L26	170.18'	N 89°35'06" E
L27	183.78'	S 01°36'59" W
L28	240.75'	S 00°21'46" W
L29	101.45'	S 00°21'46" W
L30	68.72'	N 42°15'54" W
L31	173.86'	N 02°53'06" E
L32	70.24'	N 43°23'35" E
L33	11.57'	S 84°08'54" E
L34	183.08'	S 84°08'54" E
L35	21.08'	N 00°58'49" E
L36	105.04'	S 84°08'54" E
L37	116.61'	S 84°08'54" E
L38	120.33'	N 89°35'06" W
L39	288.99'	S 89°35'06" W
L40	160.41'	S 89°35'06" W
L41	8.00'	S 00°24'54" E
L42	84.32'	N 89°18'09" W
L43	284.15'	N 85°30'27" W
L44	189.42'	S 89°35'06" W
L45	24.30'	S 89°35'06" W
L46	33.87'	N 89°23'53" E
L47	5.51'	N 88°35'06" E
L48		
L49		



**BASIS OF BEARINGS AND BENCHMARK:**  
 BASIS OF BEARINGS AND ELEVATIONS BASED ON GPS "RTK" OBSERVATION OF NCGS MONUMENT "SL 38" NAD 83 (2007) - NAVD 88

FREELAND & ASSOCIATES, INC.  
 323 WEST STONE AVE.  
 GREENVILLE, S.C. 29609  
 TEL: (864) 271-4924 FAX: (864) 233-0315  
 EMAIL: info@freeland-associates.com

DRAWN: OF PARTY CHIEF: GRA CHECKED: JCC  
 REF. PLAT BOOK:  
 REF. DEED BOOK:  
 TAX MAP:  
 DATE OF SURVEY:  
 DATE DRAWN: 8-6-2014  
 DRAWING NO: 65442-ZONING  
 DATE OF LAST REVISION:



**SURVEYOR'S CERTIFICATE:**  
 I HEREBY CERTIFY THAT I HAVE MADE AN ACTUAL AND ACCURATE SURVEY OF LANDS DESCRIBED HEREON AND FOUND CONDITIONS TO BE AS INDICATED. THIS SURVEY IS IN ACCORDANCE WITH STANDARDS ADOPTED BY THE MISSOURI BOARD FOR THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS. THIS SURVEY EXCEEDS THE MINIMUM REQUIREMENTS OF A BOUNDARY SURVEY.  
 JAMES RALPH FREELAND, PLS NO. 2011001371

STATE OF MISSOURI  
 ST. LOUIS COUNTY  
 CITY OF CHESTERFIELD  
 TWP 45N - R4E  
 BOUNDARY SURVEY FOR TOWN OF CHESTERFIELD (ZONING ORDINANCE)  
 SITE ADDRESS: CHESTERFIELD AIRPORT ROAD CHESTERFIELD, MO

BILL NO. 3023

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE PROVIDING FOR THE APPROVAL OF A LOT SPLIT PLAT FOR BOONE'S CROSSING NE INTERCHANGE LOT 1, FOR A 4.167 ACRE TRACT OF LAND ZONED "PC" PLANNED COMMERCIAL DISTRICT LOCATED NORTH OF US HIGHWAY 40/INTERSTATE 64 AND IMMEDIATELY EAST OF ITS INTERSECTION WITH BOONE'S CROSSING (17U620172).**

**WHEREAS**, Grimes Consulting, Inc., on behalf of Midwest Regional Bank, has submitted for review and approval a Lot Split for the above referenced property located north of US Highway 40/Interstate 64 and immediately east of its intersection with Boone's Crossing; and,

**WHEREAS**, the purpose of said Lot Split is to subdivide a 4.167 acre tract of land into two (2) lots to be known as Lot 1A and Lot 1B; and,

**WHEREAS**, the Department of Public Services has reviewed the Lot Split 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 Lot Split to the City Council; and,

**WHEREAS**, the City Council of the City of Chesterfield having considered the request, voted to approve said Lot Split.

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

Section 1. The Lot Split which is attached hereto as Exhibit "1" and made part hereof as if fully set out herein is hereby approved; 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 Lot Split by affixing their signatures and the official seal of the City of Chesterfield as required on the said document.

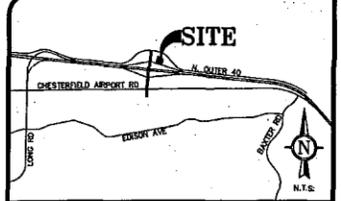
Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



CITY OF CHESTERFIELD  
EXHIBIT 1

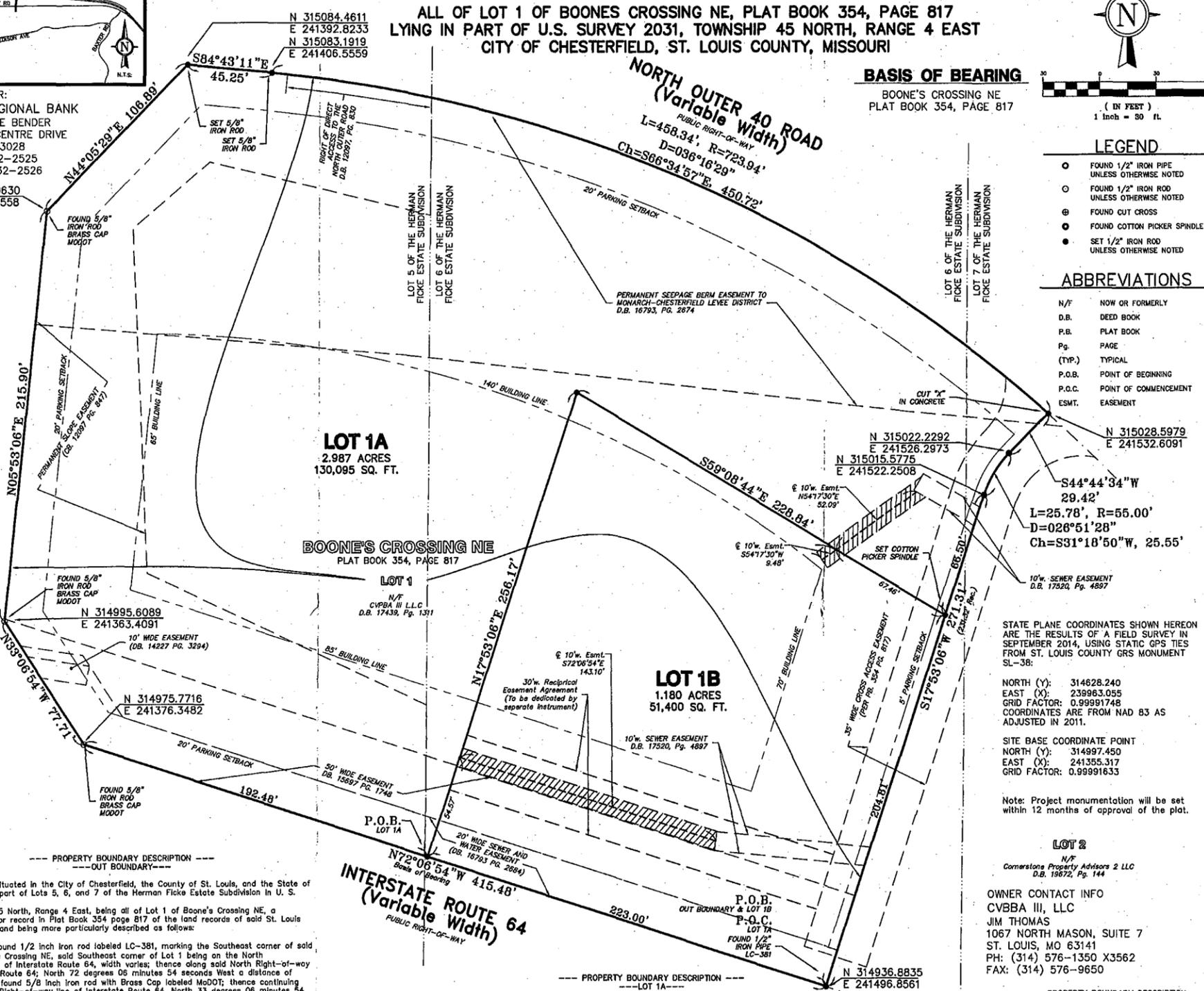
# LOT 1 OF BOONE'S CROSSING NE, A LOT SPLIT PLAT

ALL OF LOT 1 OF BOONES CROSSING NE, PLAT BOOK 354, PAGE 817  
LYING IN PART OF U.S. SURVEY 2031, TOWNSHIP 45 NORTH, RANGE 4 EAST  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

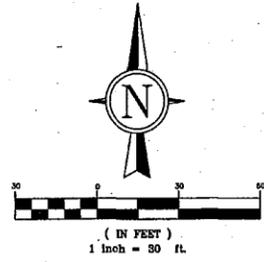
PREPARED FOR:  
MIDWEST REGIONAL BANK  
CONTACT: MIKE BENDER  
363 FESTUS CENTRE DRIVE  
FESTUS, MO 63028  
PH: (636) 232-2525  
FAX: (636) 232-2526

N 315061.0630  
E 241370.1558

BOONES (Variable Width) CROSSING  
PUBLIC RIGHT-OF-WAY



**BASIS OF BEARING**  
BOONE'S CROSSING NE  
PLAT BOOK 354, PAGE 817



- LEGEND**
- FOUND 1/2" IRON PIPE UNLESS OTHERWISE NOTED
  - FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED
  - ⊗ FOUND CUT CROSS
  - FOUND COTTON PICKER SPINDLE
  - SET 1/2" IRON ROD UNLESS OTHERWISE NOTED

- ABBREVIATIONS**
- N/F NOW OR FORMERLY
  - D.B. DEED BOOK
  - P.B. PLAT BOOK
  - Pg. PAGE
  - (TYP.) TYPICAL
  - P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCEMENT
  - ESMT. EASEMENT

Owner's Certification  
(I or We) the undersigned owner(s) of land hereupon platted and further described in the foregoing description, have caused these lots to be subdivided in the manner shown on this plat, which subdivision shall hereafter be known as the "LOT 1 OF BOONE'S CROSSING NE, A LOT SPLIT PLAT".

This subdivision is subject to the conditions and restrictions contained in an instrument filed for record in Book \_\_\_\_\_ Page \_\_\_\_\_ in the land records of St. Louis County, Missouri.

The 10' wide easements as shown hatched, are hereby dedicated to the current and future owners of Lot 1A and Lot 1B of said LOT 1 OF BOONE'S CROSSING NE, A LOT SPLIT PLAT; their interest may appear for the purpose of constructing, maintaining, and repairing of sewers and stormwater facilities, and to use such additional space adjacent to the easement(s) so granted as may be required for working room during construction, reconstruction, maintenance, or repair of the aforementioned sewers, and stormwater facilities. All recipients of said easements may from time to time enter upon said premises to construct, reconstruct, maintain, or repair the aforesaid sewers or stormwater facilities, and may assign its right to the state, county, or other political subdivisions of the state. The easements hereby granted are irrevocable and shall continue forever.

The building lines shown hereon are hereby established.  
All taxes due and payable against this property have been paid in full.  
It is hereby certified that all existing easements are shown on this plat as of the time and date of recording of this plat.  
In witness whereof, I have herewith set my hand this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

CVPBA III, L.L.C.,  
A Missouri limited liability company  
Signature \_\_\_\_\_ Print Name, Title \_\_\_\_\_  
State of Missouri }  
County of St. Louis } SS.

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015 before me did appear \_\_\_\_\_ who being by me duly sworn did say that he is the \_\_\_\_\_ of CVPBA, III, L.L.C., a limited liability company in the State of Missouri and that said instrument was signed on behalf of said limited liability company and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said limited liability company.

In testimony whereof, I have herewith set my hand and affixed my official seal in the County and State aforesaid the day and year last above written.  
Notary Public \_\_\_\_\_ My commission expires: \_\_\_\_\_

--- Lien Holder's Certificate ---  
The undersigned holder or legal owner of notes secured by deed recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of the St. Louis County records, for the tract of land described hereon joins in and approves in every detail this lot split plat.  
In witness whereof, I have herewith set my hand this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

Bank: \_\_\_\_\_  
Print name, Title \_\_\_\_\_  
State of Missouri }  
County of St. Louis } SS.

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015 before me did appear \_\_\_\_\_ who being by me duly sworn did say that he is the \_\_\_\_\_ of \_\_\_\_\_ a corporation in the State of Missouri and that said instrument was signed on behalf of said corporation and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I have herewith set my hand and affixed my official seal in the County and State aforesaid the day and year last above written.  
Notary Public \_\_\_\_\_ My commission expires: \_\_\_\_\_

--- City Certification ---  
This is to certify that the Record Plat of "LOT 1 OF BOONE'S CROSSING NE, A LOT SPLIT PLAT" was approved by the City Council for the City of Chesterfield by Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2015, and thereby authorizes the recording of this Record Plat with the St. Louis County Recorder of Deeds.  
Bob Notion, Mayor \_\_\_\_\_ Vickie Haas, City Clerk \_\_\_\_\_

--- Surveyor's Certification ---  
This is to certify to the best of my belief, knowledge, and ability that Grimes Consulting, Inc., at the request of Mike Bender of Midwest Regional Bank, during the month of February, 2015, prepared a lot split plat, based on field information obtained from field personnel under my direction of a tract of land situated in the City of Chesterfield, St. Louis County, Missouri, and being all of Lot 1 of Boone's Crossing NE, a subdivision filed for record in Plat Book 354 page 817 of the land records of said St. Louis County, Missouri, and have subdivided said tract in the manner shown hereon.  
I declare that under my supervision and to the best of my ability and professional judgment that the results shown hereon are made in accordance with the current minimum standards for property boundary surveys for urban class property as set forth by the Missouri Department of Natural Resources, Division of Geology and Land Survey and rules promulgated by the Missouri Board for Architects, Professional Engineers, and Land Surveyors effective November 30, 2007.  
IN WITNESS WHEREOF, we hereunto set our firm name at our office in St. Louis, Missouri this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

GRIMES CONSULTING, INC. LS-343-D  
By \_\_\_\_\_  
EARL E. GRAHAM, PLS-2262  
MISSOURI PROFESSIONAL LAND SURVEYOR

A tract of land situated in the City of Chesterfield, the County of St. Louis, and the State of Missouri, lying in part of Lots 5, 6, and 7 of the Herman Ficke Estate Subdivision in U. S. Survey 2031, Township 45 North, Range 4 East, being all of Lot 1 of Boone's Crossing NE, a subdivision filed for record in Plat Book 354 page 817 of the land records of said St. Louis County, Missouri, and being more particularly described as follows:

PROPERTY BOUNDARY DESCRIPTION  
--- LOT 1A ---  
BEGINNING at a found 1/2 inch iron rod labeled LC-381, marking the Southeast corner of said Lot 1 of Boone's Crossing NE, said Southeast corner of Lot 1 being on the North Right-of-way line of Interstate Route 64, width varies; thence along said North Right-of-way line of Interstate Route 64; North 72 degrees 06 minutes 54 seconds West a distance of 415.48 feet to a found 5/8 inch iron rod with Brass Cap labeled MoDOT; thence continuing along said North Right-of-way line of Interstate Route 64, North 33 degrees 06 minutes 54 seconds West a distance of 77.71 feet to a found 5/8 inch iron rod with Brass Cap labeled MoDOT on the East Right-of-way line of Boone's Crossing, width varies; thence leaving said North Right-of-way line of Interstate Route 64 along said East Right-of-way line of Boone's Crossing, North 05 degrees 53 minutes 06 seconds East a distance of 215.90 feet to a found 5/8 inch iron rod with Brass Cap labeled MoDOT; thence continuing along said East Right-of-way line of Boone's Crossing, North 44 degrees 05 minutes 29 seconds East a distance of 106.89 feet to a set 5/8 inch iron rod on the South Right-of-way line of the North Outer Roadway of said Interstate Route 64 (a.k.a. North Outer Forty Road), width varies; thence leaving said East Right-of-way line of Boone's Crossing along said South Right-of-way line of the North Outer Roadway, South 84 degrees 43 minutes 11 seconds East a distance of 45.25 feet to a set 5/8 inch iron rod marking a point of curvature; thence continuing along said South Right-of-way line of the North Outer Roadway, South 84 degrees 43 minutes 11 seconds East a distance of 192.48 feet to a found Cotton Picker Spindle marking a point of tangency; thence continuing along said West line of said Lot 2, 23.78 feet along the arc of a curve to the left, having a radius of 55.00 feet, through a central angle of 18 minutes 50 seconds West a distance of 25.55 feet to a found Cotton Picker Spindle marking a point of tangency; thence continuing along said West line of said Lot 2, South 17 degrees 53 minutes 06 seconds West a distance of 271.31 feet to the point of beginning.

A tract of land situated in the City of Chesterfield, the County of St. Louis, and the State of Missouri, lying in part of Lots 5, 6, and 7 of the Herman Ficke Estate Subdivision in U. S. Survey 2031, Township 45 North, Range 4 East, being part of Lot 1 of Boone's Crossing NE, a subdivision filed for record in Plat Book 354 page 817 of the land records of said St. Louis County, Missouri, and being more particularly described as follows:

PROPERTY BOUNDARY DESCRIPTION  
--- LOT 1B ---  
COMMENCING at a found 1/2 inch iron rod labeled LC-381, marking the Southeast corner of said Lot 1 of Boone's Crossing NE, said Southeast corner of Lot 1 being on the North Right-of-way line of Interstate Route 64, width varies; thence along said North Right-of-way line of Interstate Route 64, North 72 degrees 06 minutes 54 seconds West a distance of 223.00 feet to a set 1/2 inch iron rod marking the TRUE POINT OF BEGINNING of the tract herein described; thence continuing along said North Right-of-way line of Interstate Route 64, North 72 degrees 06 minutes 54 seconds West a distance of 192.48 feet to a found 5/8 inch iron rod with Brass Cap labeled MoDOT; thence continuing along said North Right-of-way line of Interstate Route 64, North 33 degrees 06 minutes 54 seconds West a distance of 77.71 feet to a found 5/8 inch iron rod with Brass Cap labeled MoDOT on the East Right-of-way line of Boone's Crossing, width varies; thence leaving said North Right-of-way line of Interstate Route 64 along said East Right-of-way line of Boone's Crossing, North 05 degrees 53 minutes 06 seconds East a distance of 215.90 feet to a found 5/8 inch iron rod with Brass Cap labeled MoDOT; thence continuing along said North Right-of-way line of Interstate Route 64, North 33 degrees 06 minutes 54 seconds West a distance of 77.71 feet to a found 5/8 inch iron rod with Brass Cap labeled MoDOT on the East Right-of-way line of Boone's Crossing, width varies; thence leaving said North Right-of-way line of Interstate Route 64 along said East Right-of-way line of Boone's Crossing, North 05 degrees 53 minutes 06 seconds East a distance of 215.90 feet to a found 5/8 inch iron rod with Brass Cap labeled MoDOT; thence continuing along said East Right-of-way line of Boone's Crossing, North 44 degrees 05 minutes 29 seconds East a distance of 106.89 feet to a set 5/8 inch iron rod on the South Right-of-way line of the North Outer Roadway of said Interstate Route 64 (a.k.a. North Outer Forty Road), width varies; thence leaving said East Right-of-way line of Boone's Crossing along said South Right-of-way line of the North Outer Roadway, South 84 degrees 43 minutes 11 seconds East a distance of 45.25 feet to a set 5/8 inch iron rod marking a point of curvature; thence continuing along said South Right-of-way line of the North Outer Roadway, South 84 degrees 43 minutes 11 seconds East a distance of 192.48 feet to a found Cotton Picker Spindle marking a point of tangency; thence continuing along said West line of said Lot 2, 23.78 feet along the arc of a curve to the left, having a radius of 55.00 feet, through a central angle of 18 minutes 50 seconds West a distance of 25.55 feet to a found Cotton Picker Spindle marking a point of tangency; thence continuing along said West line of said Lot 2, South 17 degrees 53 minutes 06 seconds West a distance of 271.31 feet to the point of beginning.

RECEIVED  
City of Chesterfield  
Feb 23 2015  
LOT 1 OF BOONE'S CROSSING NE  
NORTH OUTER 40 ROAD, CHESTERFIELD, MO 63088

LOT SPLIT PLAT

JOB NUMBER: 2768  
DRAWN BY: RCS/JJH  
DATE: 02/03/15  
CHECKED BY: EEG  
DATE: 02/03/15  
SHEET: 1 of 1

BILL NO. 3024

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE REPEALING CITY OF CHESTERFIELD ORDINANCE NUMBER 1328 TO MODIFY DEVELOPMENT CONDITIONS AND ADD LAND USES FOR A 2.93 ACRE TRACT OF LAND, MORE OR LESS, ZONED C8, PLANNED COMMERCIAL LOCATED SOUTHEAST OF THE INTERSECTION OF CHESTERFIELD AIRPPOINT ROAD AND LONG ROAD {P.Z. 17-2014 STEVE W WALLACE (H.V. REAL ESTATE CORP.) 17U140441, 17U140450, 17U140461 & 17U140472}.**

**WHEREAS**, Automotive and Trailer II, LLC, has requested an ordinance amendment to modify development conditions and add land uses for a 2.93 acre tract of land, more or less, located southeast of the intersection of Chesterfield Airport Road and Long Road; and,

**WHEREAS**, a Public Hearing was held before the Planning Commission on January 12, 2015; and,

**WHEREAS**, the Planning Commission, having considered said request, recommended approval of the ordinance amendment; and,

**WHEREAS**, the Planning and Public Works Committee, having considered said request, recommended approval of the ordinance amendment; and,

**WHEREAS**, the City Council, having considered said request, voted to approve the ordinance amendment request.

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

**Section 1.** City of Chesterfield Ordinance 1328 is hereby repealed and those conditions therein incorporated into the Attachment A, which is attached hereto and made a part hereof for Steve W Wallace and as described as follows:

A tract of land being part of lot 4 of a subdivision of the west half of U.S. Survey 126, Township 45 North, Range 4 East and being more particularly described as follows;

Commencing at a point on the centerline of Chesterfield Airport Road 100.00 feet wide, said point being distance North  $88^{\circ}13'03''$  East 302.10 feet from the centerline of Long Road, 60.00 feet wide, and also being the Northeast corner of the property now or formerly of F. William Human Jr. as recorded in Deed Book 7208 Page 2056 of the St. Louis County Records; thence along the east line of said property South  $00^{\circ}02'41''$  West a distance of 50.02 feet to a point on the south line of said Chesterfield Airport Road; thence continuing along said east line South  $00^{\circ}02'41''$  West a distance of 188.25 feet to a point in the north line of property conveyed to William and Anna May Gaehle as recorded in Deed Book 6413 Page 2610 of the St. Louis County Records and being the true point of beginning of the herein described tract of land; thence along said north line North  $88^{\circ}13'03''$  East a distance of 19.30 feet to the northeast corner of said Gaehle property; thence along the east line of said Gaehle property South  $00^{\circ}02'41''$  West a distance of 62.00 feet to the Southeast corner of said property; thence along the south line of said property South  $88^{\circ}13'03''$  West a distance of 15.40 feet to the Northeast corner of the property conveyed to Sandra B. Hunsaker as recorded in Deed Book 8603 Page 1511 of the St. Louis County Records; thence along the east line of said property South  $00^{\circ}02'41''$  West a distance of 220.19 feet to the southeast corner of said property; thence along the south line South  $88^{\circ}13'03''$  West a distance of 276.00 feet to the east line of said Long Road; thence along said east line North  $00^{\circ}02'41''$  East a distance of 371.33 feet to the south line of a tract conveyed to St. Louis County, Missouri by Deed Recorded in Book 9390 Page 1287 of the St. Louis County Records; thence along said south line South  $89^{\circ}57'19''$  East a distance of 2.99 feet to a point on a curve; thence along a curve to the right having a radius of 120.00 feet, the chord of which bears North  $28^{\circ}42'04''$  East 115.05 feet, an arc distance of 120.00 feet to a point in the south line of said Chesterfield Airport Road; thence along said south line North  $88^{\circ}13'03''$  East a distance of 2.20 feet to a point in the west line of said F. William Human Jr. property; thence continuing along said west line South  $00^{\circ}02'41''$  West a distance of 188.25 feet to a point in the north line of said property conveyed to William and Anna May Gaehle; thence along said north line North  $88^{\circ}13'03''$  East a distance of 211.70 feet to the point of beginning and containing 88,270 square feet or 2.03 acres more or less.

And

A tract of land being part of lot 4 of a subdivision of the west half of U.S. Survey 126, Township 45 North, Range 4 East and being more particularly described as follows;

Commencing at a point on the centerline of Chesterfield Airport Road, 100.00 feet wide, said property being distance North  $88^{\circ}13'03''$  East 302.10 feet from the centerline of Long Road, 60.00 feet wide, and also being the northeast corner of the property now or formerly of F. William Human Jr. as recorded in Deed Book 7208 Page 2056 of the St. Louis County Records; thence along the east line of said property South  $00^{\circ}02'41''$  West a distance of 50.02 feet to a point on the south line of said Chesterfield Airport Road and being the true point of beginning of the herein described tract of land; thence continuing along said east line South  $00^{\circ}02'41''$  West a distance of 188.25 feet to a point in the north line of property conveyed to William and Anna May Gaehle as recorded in Deed Book 6413 Page 2610 of the St. Louis County Records; thence along said north line South  $88^{\circ}13'03''$  West a distance of 211.70 feet; thence North  $00^{\circ}02'41''$  East a distance of 188.25 feet to a point in the south line of said Chesterfield Airport Road; thence along said south line North  $88^{\circ}13'03''$  East a distance of 211.70 feet to the point of beginning and containing 39,853 square feet or 0.9 acres more or less.

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

**Section 3.** The City Council, pursuant to the petition filed by Automotive and Trailer II, LLC in P.Z. 17-2014, requesting the amendment embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 12<sup>th</sup> day of January 2015, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri

authorizing the City Council to exercise legislative power pertaining to planning and zoning.

**Section 4.** This ordinance and the requirements thereof are exempt from the warning and summons for violations as set out in Section 8 of the City of Chesterfield's Unified Development Code.

**Section 5.** This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

FIRST READING HELD: \_\_\_\_\_

## ATTACHMENT A

**All provisions of the City of Chesterfield City Code shall apply to this development except as specifically modified herein.**

### **I. SPECIFIC CRITERIA**

#### **A. PERMITTED USES**

1. The uses allowed in this C8 District shall be as follows:
  - a. Filling station and convenience store with pump stations;
  - b. Restaurant-fast food;
  - c. Oil change facility; and,
  - d. Vehicle repair and service facility.
2. The above uses in the C8 District shall be restricted as follows:
  - a. All uses within this C8 Planned Commercial District shall be contained within a total of two (2) single-story buildings.
  - b. The canopy structure associated with the Filling station and convenience store with pump stations shall not exceed 5,600 square feet in area and contain a total of six (6) fuel pumps.
  - c. The Convenience store/restaurant-fast food co-use shall not exceed 6,000 square feet in overall size. The restaurant-fast food portion of this co-use shall not exceed sixty (60) seats.
  - d. The Oil change facility and Vehicle repair and service facility uses shall be limited to three (3) bays and shall not exceed 2,100 square feet.
  - e. There shall be no outdoor display and/or selling of merchandise within the limits of the C8 Planned Commercial District.
  - f. Outdoor storage of derelict, wrecked or dismantled vehicles is prohibited.
  - g. Unscreened outdoor storage is prohibited.
3. Hours of Operation.
  - a. Hours of operation for this C8 District shall not be restricted.

4. Telecommunication siting permits may be issued for wireless telecommunications facilities per the requirements of the City of Chesterfield Unified Development Code.

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

### **1. Building Requirements**

- a. A minimum of twenty-seven percent (27%) open space is required for this development.

## **C. SETBACKS**

### **1. Structure Setbacks**

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

- a. Ninety (90) feet from the right-of-way of Chesterfield Airport Road.
- b. Twenty (20) feet from the eastern boundary of this C8 District.
- c. Fifteen (15) feet from the southern boundary of this C8 District.
- d. Forty (40) feet from the right-of-way of Long Road.

### **2. Parking Setbacks**

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

- a. Twenty (20) feet from the right-of-way of Chesterfield Airport Road.
- b. Five (5) feet from the eastern boundary of this C8 District.
- c. Ten (10) feet from the southern boundary of this C8 District.
- d. Fifteen (15) feet from the right-of-way of Long Road.

## **D. SIGN REQUIREMENTS**

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code or a Sign Package may be submitted for the planned district. Sign Packages shall adhere to the City Code and are reviewed and approved by the City of Chesterfield Planning Commission.

2. No more than two (2) freestanding project identification monument signs shall be permitted within the limits of this C8 District development. The height of one (1) such sign shall not exceed twelve (12) feet with a maximum of one hundred (100) square feet, and the height of the other sign shall not exceed eight (8) feet with a maximum of fifty (50) square feet, for a total of one hundred and fifty (150) square feet as approved by the Planning Commission on the Site Development Plan. A third sign for pricing is permitted and shall be no larger than twenty (20) square feet. The pricing sign may be included in the monument identification sign not to exceed one hundred (100) square feet or be used as a part of two (2) completely separate signs, one at eighty (80) square feet and one at twenty (20) square feet, for a total of one hundred and fifty (150) square feet for the approved uses, including twenty (20) square feet for the permitted price sign.
3. Except as otherwise permitted by this ordinance, signs shall be permitted in accordance with the regulations of the City of Chesterfield Code or a Sign Package may be submitted for the planned district. Sign Packages shall adhere to the City Code and are reviewed and approved by the City of Chesterfield Planning Commission.
4. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the City of Chesterfield, and/or the St. Louis County Department of Highways and Traffic (or MoDOT), for sight distance considerations prior to installation or construction.
5. No advertising signs or temporary signs (including balloons, banners, festoons of lights, strings of pennants, clusters of flags, twirlers or propellers, flares, spot lights and other similar devices of carnival nature) shall be permitted in this development.

#### **E. ARCHITECTURAL**

1. The development shall adhere to the Architectural Review Standards of the City of Chesterfield Code.
2. Trash enclosures: All exterior trash areas shall be enclosed with a minimum six (6) foot high sight-proof enclosure complemented by adequate landscaping. The location, material, and elevation of any trash enclosures will be as approved by the City of Chesterfield on the Site Development Plan.

#### **F. ACCESS/ACCESS MANAGEMENT**

1. Cross access to adjacent properties shall be required as directed by the City of Chesterfield.

2. Driveway accesses are subject to City of Chesterfield, St. Louis County Department of Traffic and Highways and the Missouri Department of Transportation.

#### **G. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION**

1. Sidewalk adjacent to Chesterfield Airport Road shall be as directed by the City of Chesterfield.
2. Improve the southeast quadrant of the Chesterfield Airport Road and Long Road intersection to St. Louis County ADA standards as directed by the St. Louis County Department of Highways and Traffic.
3. The developer is advised that utility companies will require compensation for relocation of their facilities within public road right-of-way. Utility relocation cost shall not be considered as an allowable credit against the petitioner's traffic generation assessment contributions. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements.
4. No private features, such as signage or lighting shall be allowed within the Missouri Department of Transportation's right-of-way.

#### **H. TRAFFIC STUDY**

1. Provide a traffic study as directed by the City of Chesterfield and/or St. Louis County Department of Highways and Traffic and the Missouri Department of Transportation. The scope of the study shall include internal and external circulation and may be limited to site specific impacts, such as the need for additional lanes, entrance configuration, geometrics, sight distance, traffic signal modifications or other improvements required, as long as the density of the proposed development falls within the parameters of the City's traffic model. Should the density be other than the density assumed in the model, regional issues shall be addressed as directed by the City of Chesterfield.

2. Provide a sight distance evaluation report, as required by the City of Chesterfield and/or the St. Louis County Department of Highways and Traffic or Missouri Department of Transportation, for the proposed entrance onto Chesterfield Airport Road and Long Road. If adequate sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to the vertical alignment, and/or other off-site improvements shall be required, as directed by the City of Chesterfield and/or the St. Louis County Department of Highways and Traffic or Missouri Department of Transportation.

#### **I. POWER OF REVIEW**

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

#### **J. STORM WATER**

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or connected to an adequate piped system.
2. Detention/retention and channel protection measures are to be provided in each watershed as required by the City of Chesterfield. The storm water management facilities shall be operational prior to paving of any driveways or parking areas in non-residential development. The location and types of storm water management facilities shall be identified on the Site Development Plan(s).
3. This development will require a NPDES permit from the Missouri Department of Natural Resources. NPDES permits are applicable to construction activities that disturb one (1) acre or more. A copy of the permit application must be submitted to the City of Chesterfield prior to the issuance of a grading permit or approval of improvement plans.

#### **K. SANITARY SEWER**

Metropolitan St. Louis Sewer District approval will be required if the petitioner wishes to re-subdivide the parcels. Properties shall have access to the public sanitary sewer. Private laterals shall not cross property lines or be shared by multiple properties.

## **L. GEOTECHNICAL REPORT**

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

## **R. MISCELLANEOUS**

1. All utilities will be installed underground.
2. An opportunity for recycling will be provided. All provisions of Chapter 25, Article VII, and Section 25-122 thru Section 25-126 of the City Code shall be required where applicable.
3. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield and St. Louis County Department of Highways and Traffic or MoDOT. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
4. Prior to record plat approval, the developer shall cause, at his expense and prior to the recording of any plat, the reestablishment, restoration or appropriate witnessing of all Corners of the United States Public Land Survey located within, or which define or lie upon, the out boundaries of the subject tract in accordance with the Missouri Minimum Standards relating to the preservation and maintenance of the United States Public Land Survey Corners, as necessary.

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

- A. The developer shall submit a concept plan within eighteen (18) months of City Council approval of the change of zoning.
- B. In lieu of submitting a Site Development Concept Plan and Site Development Section Plans, the petitioner may submit a Site Development Plan for the entire development within eighteen (18) months of the date of approval of the change of zoning by the City.

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

### III. COMMENCEMENT OF CONSTRUCTION

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

### IV. TRUST FUND CONTRIBUTION

Traffic generation assessment contributions shall be deposited with St. Louis County prior to the issuance of building permits. If development phasing is anticipated, the developer shall provide the traffic generation assessment contribution prior to issuance of building permits for each phase of development.

#### A. ROADS

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

<u>Type of Development</u>	<u>Required Contribution</u>
General Office	\$663.43
General Retail	\$1,990.41
Loading Space	\$3,257.06

(Parking spaces as required by the City of Chesterfield Code.)

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

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

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

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

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

The amount of all required contributions for roadway, storm water and primary water line improvements, if not submitted by January 1, 2016, shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the St. Louis County Department of Highways and Traffic.

## **B. WATER MAIN**

The primary water line contribution is based on gross acreage of the development land area. The contribution shall be a sum of \$800.53 per acre for the total area as approved on the Site Development Plan to be used solely to help defray the cost of constructing the primary water line serving the Chesterfield Valley area.

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

### **C. STORM WATER**

The storm water contribution is based on gross acreage of the development land area. These funds are necessary to help defray the cost of engineering and construction improvements for the collection and disposal of storm water from the Chesterfield Valley in accordance with the Master Plan on file with and jointly approved by Saint Louis County and the Metropolitan Saint Louis Sewer District. The amount of the storm water contribution will be computed based on \$2,539.89 per acre for the total area as approved on the Site Development Plan.

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

### **D. SANITARY SEWER**

Trust Fund contributions shall be deposited with St. Louis County in the form of a cash escrow prior to the issuance of building permits.

### **V. ENFORCEMENT**

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



## NEWSLETTER - CITY COUNCIL MEETING

### AGENDA REVIEW – Monday, March 16 – 6:00PM

Please note that an AGENDA REVIEW meeting has been scheduled for **6:00pm**, on Monday, March 16, 2015. The enclosed AGENDA contains a list of those items to be discussed, by City Council, at this meeting.

As always, if you have any questions regarding any of the items contained within said AGENDA, please let me know. Additionally, if there is anything that you would like ADDED to said AGENDA, please contact either Mayor Nation, or me, prior to Monday's meeting.

### UPCOMING MEETINGS/EVENTS

<b>Wednesday, March 18</b>	Citizen Volunteer Recognition Dinner (6:30)-Doubletree
<b>Thursday, March 19</b>	Planning & Public Works Committee (5:30pm)
<b>Monday, March 23</b>	F&A Committee (5:30pm)
<b>Monday, March 23</b>	Planning Commission (7pm)
<b>Thursday, March 26</b>	<b>HAPPY BIRTHDAY TO PARKS &amp; RECREATION DIRECTOR TOM MCCARTHY!</b>
<b>Thursday, March 26</b>	Parks & Rec Committee (5:30pm)
<b>Tuesday, April 7</b>	City Election Day
<b>Sunday, April 12</b>	<b>HAPPY BIRTHDAY TO CITY CLERK VICKIE HASS!</b>
<b>Wednesday, April 22</b>	Next City Council meeting

### PRESENTATION

At Monday's meeting, a presentation will be made by the "Employer Support of the Guard and Reserve" (ESGR) organization, THANKING the City of Chesterfield and our Police Department, in particular, for its support of employees who currently serve in either the Guard or the Reserve.

## APPOINTMENTS

As detailed within the enclosed MEMO, prepared by City Clerk Vickie Hass, Mayor Nation is planning to nominate the following individuals to serve on the citizen committees, noted below. Appointments to statutory committees require both the Mayor's nomination and approval by City Council:

### **ARCHITECTURAL REVIEW BOARD (ARB)**

- **Mick Weber**, c/o MW Weber Architects, 129 Long Road (Ward 2) – **Two-year term, expiring 3/18/15**

**If you have any questions, please contact either Mayor Nation or the Councilmembers from the Wards shown.**

## RESOLUTION NO. 410 - PERFORMING ARTS AGREEMENTS

At Monday's meeting, F&A Committee Chairperson Derek Grier will seek City Council approval of **RESOLUTION NO. 410**. As described in the enclosed MEMO, prepared by Libbey Tucker, Community Services and Economic Development Director, **passage of this RESOLUTION will officially authorize the City Administrator to sign AGREEMENTS with both STAGES - ST. LOUIS and the ST. LOUIS CIVIC ORCHESTRA**, detailing services to be provided, by both entities, for the City of Chesterfield and its residents, during 2015. You will likely recall that this "house-keeping" function occurs each year, following the adoption of the budget.

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

## RECOMMENDATIONS – PLANNING/PUBLIC WORKS (P/PW) COMMITTEE

As detailed within the attached MINUTES, prepared by Mike Geisel, Director of Public Services, the P/PW Committee met on Thursday, 2/19/2015. **Nothing discussed or acted upon, by this Committee, at that meeting, requires discussion or action by City Council, at Monday's meeting.**

However, the following items will be discussed by P/PW Committee Chairperson Dan Hurt and require action by City Council, at Monday's meeting:

----**BILL NO. 2998** – Provides for the Approval of a Boundary Adjustment Plat – Four Seasons Plaza (**FIRST AND SECOND READINGS**) [NOTE: **This item has been HELD, multiple times, at the request of the petitioner. Additionally, a CONFIDENTIAL COMMUNICATION, from City Attorney Rob Heggie, has been forwarded to each of you, for your review/consideration.**]

----**BILL NO. 3016** – Provides for Acceptance of Terra Vista Drive and Terra Vista Court as Public Streets (**SECOND READING**)

----**BILL NO. 3017** – Provides for Acceptance of Pine Copse Path, Oak Stand Path, Oak Stand Court, Maple Rise Path and Willow Weald Path as Public Streets (**SECOND READING**)

----**BILL NO. 3018** – Provides for Installation of Stop Signs at Various Intersections Involving Pine Copse Path, Oak Stand Path, Oak Stand Court, Maple Rise Path and Willow Weald Path (**SECOND READING**)

----**BILL NO. 3019** – Provides for Acceptance of Park Circle Drive and Main Circle Drive as Public Streets (**SECOND READING**)

----**BILL NO. 3020** – Provides for Acceptance of Outlet Boulevard and Premium Way as Public Streets  
(**SECOND READING**)

----**BILL NO. 3021** – P.Z. 11-2014 – THF Chesterfield Development LLC (THE COMMONS) (**FIRST READING; GREENSHEET AMENDMENT**) [NOTE: Attached, please find a letter from the PETITIONER, asking that this item be forwarded to the Planning/Public Works Committee, for consideration/discussion at its 3/19 meeting.]

----**BILL NO. 3023** – Provides for the Approval of a Lot Split – Boone's Crossing Northeast Interchange, Lot 1  
(**FIRST AND SECOND READINGS**)

----**BILL NO. 3024** – P.Z. 17-2014, Steve W. Wallace (H.V. Real Estate Corp.) (**FIRST READING**)

----**Next meeting** – 3/19/15 (5:30pm)

As always, if you have any questions, please contact P/PW Committee Chairperson Dan Hurt, any other member of this Committee, Mr. Geisel or me, prior to Monday's meeting.

### **LIQUOR LICENSE REQUESTS**

As detailed in the enclosed MEMO, prepared by Andrea Majoros, Business Assistance Coordinator, Staff is recommending approval of THREE NEW LIQUOR LICENSES, for the following restaurants:

**JET'S PIZZA**, 1635 Clarkson Road, to sell BEER and WINE, plus SUNDAY SALES

**TF PIE CHESTERFIELD dba PIE FIVE PIZZA COMPANY**, 17215 Chesterfield Airport Rd., to sell BEER and WINE, plus SUNDAY SALES

**TOTAL WINE & MORE**, 1781 Clarkson Rd., to sell all kinds of intoxicating liquor by the drink (to covering alcohol "tastings"), packaged liquor and Sunday sales.

Both our Police Department and the Planning/Development Services Division of the Dept. of Public Services, recommend your approval.

Please let me know, prior to Monday's meeting, if you have any questions.

### **RECOMMENDATION - GRANT ACCEPTANCE - PLAYGROUND RE-SURFACING (CENTRAL PARK/CVAC)**

As detailed within the enclosed MEMO, prepared by Mike Geisel, Dir. of Public Services, we are pleased to announce that, as authorized/directed by City Council, STAFF has obtained grant funding, from the Municipal Parks Grant Commission, totaling \$265,844. **Those grant funds require MATCHING FUNDS, from the CITY, of only \$67,126! These funds will be used to remove/replace "engineered wood mulch" playground surfaces, at both Central Park and the CVAC, with rubberized surface material.**

At Monday's meeting, Mr. Geisel and I are recommending that City Council officially accept these grant funds, authorize the CITY ADMINISTRATOR to execute the necessary agreements and fund the City's share, via a transfer from that portion of the Parks Sales Tax Fund - FUND RESERVES, over/above the City's "40% Policy". In so doing, City Council will be authorizing a **BUDGET AMENDMENT**, on both the revenue and expenditure sides of the equation, to cover the entire \$332,970 total cost for this project. As noted previously,

there is \$399,989 currently available, above the City's "40% Policy". Should the grant acceptance recommendation, regarding the "**EBERWEIN WATER FEATURE**", as described previously, be approved by City Council, the matching funds required would reduce the available fund reserves to **\$375,489** (\$399,989 - \$24,500).

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

#### **RECOMMENDATION - GRANT ACCEPTANCE - EBERWEIN WATER FEATURE**

As detailed within the enclosed MEMO, prepared by Director of Public Services Mike Geisel, we are pleased to announce that, as authorized/directed by City Council, **STAFF has obtained grant funding** to off-set the total cost of a project to "enhance" the existing **pond, at Eberwein Park**. As a result, if approved by City Council, grant funds provided by the Missouri Naturalists program, totaling \$37,735, will reduce the total CITY cost for that project, to \$24,500 PLUS an additional \$1,323 of IN-KIND SERVICES.

With all of this in mind, I join with Mr. Geisel in recommending that City Council officially vote to **accept this grant funding and to approve a transfer of \$24,500**, from that portion of the Parks Sales Tax Fund - Fund Reserves, over/above the City's "40% Policy". In so doing, City Council will be authorizing a **BUDGET AMENDMENT**, on both the revenue and expenditure sides of the equation, to cover the entire \$63,735 total cost for this project. Please note that there is \$399,989 currently available, above the City's "40% Policy".

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

#### **RECOMMENDATION - CONTRACT EXTENSION - AQUATIC CENTER MANAGEMENT CONTRACT**

As detailed within the enclosed MEMO, prepared by Mike Geisel, Director of Public Services, Staff is recommending that City Council approve a previously negotiated contract extension, **with Midwest Pool Management, AT THE SAME RATE**, as 2014, at a cost-not-to-exceed **\$278,825**. The FY2015 Parks Sales Tax Fund Budget contains adequate funds to cover this entire amount. I fully support Mr. Geisel's recommendation.

As Mr. Geisel points out, the pricing for this optional contract extension was obtained when bids were originally sought, in 2012. Based upon Staff's recommendation, City Council authorized a multi-year contract with Midwest Pool Management, at that time, which included options for contract extensions in both 2015 and 2016. Contract extension, like this, requires City Council review/approval.

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

**RECOMMENDATION - BID AWARD - 2015 SELECTIVE SLAB REPLACEMENT - PROJECT "A"**

As detailed in the enclosed MEMO, prepared by Jim Eckrich, Public Works Director/City Engineer, bids were recently opened regarding that portion of this year's capital street replacement project, known as "Project A". Having reviewed the bids received, Mr. Eckrich recommends award of a contract to the second low bidder, **Amcon Municipal Concrete**, in an amount-not-to-exceed **\$900,000**. Adequate funds exist within the FY2015 Capital Improvement Sales Tax Budget, to cover this entire cost. [NOTE: Staff did not deem the low bidder to be competent/qualified for a project of this size/scope.] I fully support Mr. Eckrich's recommendation.

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

**RECOMMENDATION - BID AWARD - 2015 SELECTIVE SLAB REPLACEMENT - PROJECT "B"**

As detailed in the enclosed MEMO, prepared by Jim Eckrich, Public Works Director/City Engineer, bids were recently opened regarding that portion of this year's capital street replacement project, known as "Project B". Having reviewed the bids received, Mr. Eckrich recommends award of a contract to the low bidder, **Amcon Municipal Concrete**, in an amount-not-to-exceed **\$900,000**. Adequate funds exist within the FY2015 Capital Improvement Sales Tax Budget, to cover this entire cost. I fully support Mr. Eckrich's recommendation.

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

**RECOMMENDATION - BID AWARD - 2015 SELECTIVE SLAB REPLACEMENT - PROJECT "C"**

As detailed in the enclosed MEMO, prepared by Jim Eckrich, Public Works Director/City Engineer, bids were recently opened regarding that portion of this year's capital street replacement project, known as "Project C". Having reviewed the bids received, Mr. Eckrich recommends award of a contract to the low bidder, **Spencer Contracting**, in an amount-not-to-exceed **\$350,000**. Adequate funds exist within the FY2015 Capital Improvement Sales Tax Budget, to cover this entire cost. I fully support Mr. Eckrich's recommendation.

Please note that this is the first year that Staff has broken the concrete work into three contracts. Unlike PROJECTS "A" and "B", the scope for PROJECT "C" encompasses a smaller number of failed or deteriorated slabs and will allow for the completion of a wider variety of projects, during the upcoming construction season.

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

**RECOMMENDATION: AQUATIC CENTER – MAINTENANCE OPERATIONS**

As detailed in the enclosed MEMO, prepared by Mike Geisel, Director of Public Services, Staff is recommending an extension of the current contract with **Westport Pools**, for **daily maintenance operations at the City's Family Aquatic Center**. The option to extend was actually included with the original bid award, when City Council first approved a contract with Westport Pools, in 2012. With all of this in mind, **I join with Mr. Geisel in recommending this contract extension, for calendar year 2015.**

If approved by City Council, the cost for 2015 will actually be LESS than the cost for each of the previous three years. **The FY2015 Budget contains adequate funds to cover this entire expense.**

As always, if you have any questions, please contact Mr. Geisel or me, prior to Monday's meeting.

## LEGISLATION

- BILL NO. 3016** PERTAINS TO THE ACCEPTANCE OF TERRA VISTA DRIVE AND TERRA VISTA COURT AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD **(SECOND READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**
- BILL NO. 3017** PERTAINS TO THE ACCEPTANCE OF PINE COPSE PATH, OAK STAND PATH, OAK STAND COURT, MAPLE RISE PATH AND WILLOW WEALD PATH AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD **(SECOND READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**
- BILL NO. 3018** AMENDS ORDINANCE NUMBER 35, SCHEDULE VI, INTERSECTION STOPS, OF THE ORDINANCES OF THE CITY OF CHESTERFIELD BY ADDING PROVISIONS THERETO TO INCLUDE PINE COPSE PATH, OAK STAND PATH, OAK STAND COURT, MAPLE RISE PATH, AND WILLOW WEALD PATH **(SECOND READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**
- BILL NO. 3019** PERTAINS TO THE ACCEPTANCE OF PARK CIRCLE DRIVE AND MAIN CIRCLE DRIVE AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD **(SECOND READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**
- BILL NO. 3020** PERTAINS TO THE ACCEPTANCE OF OUTLET BOULEVARD AND PREMIUM WAY AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD **(SECOND READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**

## LEGISLATION - PLANNING COMMISSION

- BILL NO. 2998** PROVIDES FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR FOUR SEASONS PLAZA FOR A 16.26 ACRE TRACT OF LAND ZONED "C-2" SHOPPING DISTRICT AND "PC" PLANNED COMMERCIAL DISTRICT LOCATED SOUTH OF OLIVE BOULEVARD AND WEST OF WOODS MILL ROAD (16Q220719, 16Q210763 AND 16Q220690) **(FIRST AND SECOND READINGS; DEPT. OF PUBLIC SERVICES RECOMMENDS APPROVAL)**

**BILL NO. 3021**

REPEALS CITY OF CHESTERFIELD ORDINANCE NUMBER 2081 TO MODIFY DEVELOPMENT CRITERIA AND USE RESTRICTIONS FOR A 160.195 ACRE TRACT OF LAND ZONED "C-8" PLANNED COMMERCIAL DISTRICT LOCATED BETWEEN US HIGHWAY 40/INTERSTATE 64 AND EDISON AVENUE AND EAST OF RHL DRIVE ( P.Z. 11-2014 THF CHHESTERFIELD DEVELOPMENT LLC [THE COMMONS] - 17T140253, 17U340067, 17U330112, 17T130166, 17T110212, 17T140143, 17U320102, 17U340089, 17U340100, 17U340111, 17U340144, 17T140341, 17T130144, 17U340155, 17U330091, 17T130089, 17T140165, 17T130155, 17U340090, 17T130133, 17U330123, 17U330101, 17T140132, 17T130210, 17T140187, 17U340078, 17T130188, 17T140088, 17T140330, 17U330255, 17U330321, 17T120741, 17U330288, 17T140101) . **(FIRST READING; PLANNING COMMISSION RECOMMENDS APPROVAL; PLANNING/PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL, BUT ONLY IF AMENDED AS DETAILED WITHIN THE ATTACHED GREEN SHEET AMENDMENT)**

**BILL NO. 3023**

PROVIDES FOR THE APPROVAL OF A LOT SPLIT PLAT FOR BOONE'S CROSSING NE INTERCHANGE LOT 1, FOR A 4.167 ACRE TRACT OF LAND ZONED "PC" PLANNED COMMERCIAL DISTRICT LOCATED NORTH OF US HIGHWAY 40/INTERSTATE 64 AND IMMEDIATELY EAST OF ITS INTERSECTION WITH BOONE'S CROSSING (17U620172) **(FIRST AND SECOND READINGS; DEPT. OF PUBLIC SERVICES RECOMMENDS APPROVAL)**

**BILL NO. 3024**

REPEALS CITY OF CHESTERFIELD ORDINANCE NUMBER 1328 TO MODIFY DEVELOPMENT CONDITIONS AND ADD LAND USES FOR A 2.93 ACRE TRACT OF LAND, MORE OR LESS, ZONED C8, PLANNED COMMERCIAL LOCATED SOUTHEAST OF THE INTERSECTION OF CHESTERFIELD AIRPPOINT ROAD AND LONG ROAD {P.Z. 17-2014 STEVE W WALLACE (H.V. REAL ESTATE CORP.) 17U140441, 17U140450, 17U140461 & 17U140472}. **(FIRST READING; PLANNING COMMISSION RECOMMENDS APPROVAL)**