



**AGENDA REVIEW MEETING  
CHESTERFIELD CITY COUNCIL  
May 2, 2016  
6:00PM**

- 1. Finance and Administration Committee – Chairperson Bruce DeGroot, Ward IV**
  - A. Bill No's 3076, 3077 and 3078 - Amends Previously-Adopted Ordinances re: City Attorney, Prosecuting Attorney and Municipal Judge (First Reading)**
  - B. Bill No. 3082 – Mayors Duties when City is without a City Administrator (First Reading)**
  - C. Bill No. 3083 – Duties and Authority of the City Administrator (First Reading)**
  - D. Bill No. 3084 – Changes who is required to be notified for liability claims (First Reading)**
  - E. Bill No. 3085 – Execution of contractual and legal documents approved by City Council. (First Reading)**
  - F. Bill No. 3086 – Scheduling of City Council Meetings (First Reading)**
  - G. Bill No. 3087 – Amends the rules of procedure related to roll call votes. (First Reading)**
  - H. Bill No. 3088 – Pertains to the appointment of the City Administrator during temporary absences (First Reading)**
  - I. Bill No. 3089 – Pertains to the appointment of the City Clerk (First Reading)**
  - J. Bill No. 3090 - Authorizes and directs the Improvements to be made within the Broadmoor Condominiums Neighborhood Improvement District (First and Second Readings)**
  
- 2. Planning and Public Works Committee – Chairperson Dan Hurt, Ward III**
  - A. Bill No. 3075 - P.Z. 13-2015, Chesterfield Valley Square (Burgundy Arrow, LLC) (Second Reading)**
  - B. Bill No. 3079 – Restricts Parking on River Valley Dr. (First Reading)**
  - C. Next meeting - Thursday, May 5 (5:30pm)**

3. **Report from the City Administrator – Mike Geisel**
  - A. **Liquor License – Twin Peaks**
  - B. **Bid Results – River Valley Road Closure**
  
4. **Old Business – Mayor Bob Nation**
  - A. **Consideration of initiating search process for City Administrator**
  - B. **Appointment of City Administrator**
  
5. **New Business – Mayor Bob Nation**
  - A. **Bill No. 3091 – Employment Contract for Interim Co-City Administrators  
(First and Second Readings)**
  
6. **Adjourn –**
  
7. **Executive Session (Closed Meeting)**
  - A. **Confidential Communication RSMo 610.021 (1)**

**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, May 2, 2016**

**PUBLIC HEARING – 6:45PM**

- I. CALL TO ORDER**
- II. PRESENTATION** – Proposed Neighborhood Improvement District (NID), Broadmoor Condos – Ms. Libbey Tucker, Community Services and Economic Development Director
- III. DISCUSSION**
- IV. ADJOURNMENT**

**CITY COUNCIL MEETING – 7:00PM**

- I. CALL TO ORDER** – Mayor Bob Nation
- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation
- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation
- IV. ROLL CALL** – City Clerk Vickie Hass
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
  - A. City Council Meeting Minutes** – April 20, 2016

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

**VII. INTRODUCTORY REMARKS** Mayor Bob Nation

A. **Monday, May 16, 2016** – Next City Council Meeting

**VIII. APPOINTMENTS** – Mayor Bob Nation

**IX. COUNCIL COMMITTEE REPORTS**

**A. Finance And Administration Committee** – Chairperson Bruce DeGroot, Ward IV

1. **Bill No's 3076, 3077 and 3078** - Amends Previously-Adopted Ordinances re: City Attorney, Prosecuting Attorney and Municipal Judge **(First Reading)**
2. **Bill No. 3082** – Mayors Duties when City is without a City Administrator **(First Reading)**
3. **Bill No. 3083** – Duties and Authority of the City Administrator **(First Reading)**
4. **Bill No. 3084** – Changes who is required to be notified for liability claims **(First Reading)**
5. **Bill No. 3085** – Execution of contractual and legal documents approved by City Council. **(First Reading)**
6. **Bill No. 3086** – Scheduling of City Council Meetings **(First Reading)**
7. **Bill No. 3087** – Amends the rules of procedure related to roll call votes. **(First Reading)**
8. **Bill No. 3088** – Pertains to the appointment of the City Administrator during temporary absences **(First Reading)**
9. **Bill No. 3089** – Pertains to the appointment of the City Clerk **(First Reading)**
10. **Bill No. 3090** - Authorizes and directs the Improvements to be made within the Broadmoor Condominiums Neighborhood Improvement District **(First and Second Readings)**

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

1. **Bill No. 3075** - P.Z. 13-2015, Chesterfield Valley Square (Burgundy Arrow, LLC) **(Second Reading)**
2. **Bill No. 3079** – Restricts Parking on River Valley Dr. **(First Reading)**
3. **Next meeting** - Thursday, May 5 (5:30pm)

**X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel**

- A. **Liquor License – Twin Peaks**
- B. **Bid Results – River Valley Road Closure**

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

- A. **Consideration of initiating search process for City Administrator**
- B. **Appointment of City Administrator**

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

- A. **Bill No. 3091 – Employment Contract for Co-City Administrators Pro-tem (City Attorney Recommends Suspending The Rules for First and Second Readings)**

**XIII. LEGISLATION**

- A. **BILL NO. 3076 – AN ORDINANCE REPEALING ORDINANCE NO. 6 RELATING TO THE APPOINTMENT OF OFFICERS OF THE CITY, AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, ADDING THE OFFICE OF CITY PROSECUTOR AND PERMITTING THE APPOINTMENT OF SPECIAL COUNSEL FOR THE CITY. (FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**
- B. **BILL NO. 3077 – AN ORDINANCE REPEALING ORDINANCE NO. 17, RELATING TO THE LAW DEPARTMENT OF THE CITY, AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, INCLUDING PROVISION ESTABLISHING THE QUALIFICATIONS FOR THE OFFICES OF CITY ATTORNEY AND CITY PROSECUTOR AND SPECIFYING THEIR FUNCTIONS. (FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**
- C. **BILL NO 3078 – AN ORDINANCE REPEALING ORDINANCE NO. 93 RELATING TO THE MUNICIPAL COURT OF THE CITY OF CHESTERFIELD, AND ENACTING NEW AMENDED ORDINANCE PROVISIONS IN TIS PLACE, INCLUDING PROVISIONS ESTABLISHING THE QUALIFICATIONS OF THE OFFICE OF MUNICIPAL JUDGE. (FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**
- D. **BILL NO. 3079 – AN ORDINANCE AMENDING SCHEDULE IX PARKING RESTRICTIONS OF SECTION 300 OF THE CITY OF CHESTERFIELD CODE OF ORDINANCES BY ADDING PROVISIONS THERETO TO RESTRICT PARKING ON RIVER VALLEY DRIVE. (FIRST READING) (DEPARTMENT OF PUBLIC SERVICES RECOMMENDS APPROVAL)**

- E. **BILL NO. 3082 - AN ORDINANCE AMENDING ORDINANCE 7 PERTAINING TO THE MAYOR'S OBLIGATION TO PERFORM THE CITY ADMINISTRATOR'S DUTIES. (FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**
- F. **BILL NO. 3083 - AN ORDINANCE AMENDING ORDINANCE 8 AND SECTIONS 2-74, 2-80 OF THE CITY CODE PERTAINING TO THE CITY ADMINISTRATOR'S DUTIES AND AUTHORITY. (FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**
- G. **BILL NO. 3084 - AN ORDINANCE AMENDING ORDINANCE 505 AND SECTION 2-5 OF THE CITY CODE PERTAINING TO NOTICE OF LIABILITY CLAIMS. (FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**
- H. **BILL NO. 3085 - AN ORDINANCE AMENDING ORDINANCE 11 AND SECTION 2-29 OF THE CITY CODE PERTAINING TO DUTIES AND POWERS OF THE MAYOR AND CITY COUNCIL. (FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**
- I. **BILL NO. 3086 - AN ORDINANCE AMENDING ORDINANCE 12, ORDINANCE 528 AND SECTION 2-47 OF THE CITY CODE PERTAINING TO SCHEDULING OF REGULAR MEETINGS OF CITY COUNCIL. (FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**
- J. **BILL NO. 3087 - AN ORDINANCE AMENDING ORDINANCE 12 AND SECTION 2-50 OF THE CITY CODE PERTAINING TO RULES OF PROCEDURE FOR THE MAYOR AND CITY COUNCIL. (FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**
- K. **BILL NO. 3088 - AN ORDINANCE AMENDING ORDINANCE 8 AND SECTION 2-82 OF THE CITY CODE PERTAINING TO THE APPOINTMENT OF THE CITY ADMINISTRATOR DURING TEMPORARY ABSENCES. (FIRST READING)**
- L. **BILL NO. 3089 - AN ORDINANCE AMENDING SECTION 2-91 OF THE CITY CODE PERTAINING TO THE APPOINTMENT OF THE CITY CLERK. (FIRST READING)**
- M. **BILL NO. 3090 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI, AUTHORIZING AND DIRECTING THE IMPROVEMENTS TO BE MADE WITHIN THE BROADMOOR CONDOMINIUMS NEIGHBORHOOD IMPROVEMENT DISTRICT, AUTHORIZING THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI, TO OBTAIN FINANCING THEREFOR, AND OTHER ACTIONS IN CONNECTION THEREWITH (FIRST AND SECOND READINGS)**
- N. **BILL NO. 3091 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE A CONTRACT WITH MICHAEL GEISEL AND RAY JOHNSON AS INTERIM CO-CITY ADMINISTRATORS (CITY ATTORNEY RECOMMENDS SUSPENDING THE RULES FOR FIRST AND SECOND READINGS)**

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

- A. BILL NO. 3075 - AMENDS THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF A "PI" PLANNED INDUSTRIAL DISTRICT TO A "PC" PLANNED COMMERCIAL DISTRICT FOR A 6.07 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF CHESTERFIELD AIRPORT ROAD WEST OF ITS INTERSECTION WITH PUBLIC WORKS DRIVE (P.Z. 13-2015, CHESTERFIELD VALLEY SQUARE (BURGUNDY ARROW, LLC) (17U230320) (SECOND READING; PLANNING COMMISSION RECOMMENDS APPROVAL)**

#### **XV. ADJOURNMENT**

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

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M E M O

DATE: April 27, 2016  
TO: Mike Geisel, Co-Interim City Administrator  
FROM: Libbey Tucker *Libbey*  
Community Services & Economic Development Director  
RE: Broadmoor Condos Neighborhood Improvement District

SEE BILL # 3090

Attached for your consideration is the next ordinance in the Neighborhood Improvement District process for the Broadmoor Condominiums (aka The Greens and The Gardens of Broadmoor) subdivision for street and parking lot replacement. This ordinance approves the plans and specifications, orders the improvements to be made, sets the preliminary assessment roll and authorizes the NID project to be financed by the City of Chesterfield.

Additionally, a public hearing on the NID will be held at 6:45 p.m. on Monday, May 2. Staff is requesting a first and second reading in the same meeting for this ordinance so the contractor can begin construction as soon as possible. As a reminder, Council approved the contract at the March 21 meeting with Amcon Municipal Concrete in the amount of \$1,303,428 not to exceed \$1,400,000, as recommended by staff. We have also estimated an additional \$115,000 in costs related to the formation, financing and administration of the NID, which is also reflected in the financing ordinance.

At the April 20, 2016 City Council Meeting, Resolution 421 was passed which: 1) accepted the plans and specifications for the project, 2) ordered the preparation of a proposed assessment roll, 3) set a public hearing for May 2 at 6:45 p.m. to consider the proposed improvements and assessments, and 4) directed the City Clerk to give notice of this hearing to the residents involved. Since that time, the residents and owners of Broadmoor Condominiums have received a direct mailing of the public hearing notice and the notice was published in The Countian. The plans and specifications and proposed assessment roll have been on file in the City Clerk's office for public inspection as required by the NID Act.

Once the NID project is complete, City staff will establish the final assessment by ordinance and then notify the property owners within the district of their annual obligations. The final assessment ordinance will be placed on record with the St. Louis County Recorder of Deeds and will be collected by the City's Finance Department. Please feel free to contact me should you have any questions.

Attachment: Ordinance

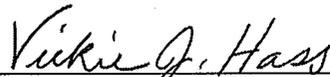
## PUBLIC HEARING NOTICE

Public notice is hereby given that the City Council of the City of Chesterfield, Missouri, will hold a public hearing on May 2, 2016, at 6:45 p.m. in its Council Chambers at 690 Chesterfield Parkway West, Chesterfield, Missouri, for the purpose of considering proposed neighborhood improvement assessments in the Broadmoor Condominiums Neighborhood Improvement District and taking written and oral objections to same. The District was formed by the City on August 3, 2015, pursuant to Section 67.457.3 of the Neighborhood Improvement District Act, Sections 67.453 to 67.475 of the Revised Statutes of Missouri, as amended (the "Act"), for the purpose of financing improvements known as the Broadmoor Condominiums Neighborhood Improvement District Improvement Project (the "Improvements"). The general nature of the Improvements is the replacement of streets and parking lots, all within the Broadmoor Condominiums subdivision and within the City of Chesterfield, including Claymoor Drive, Broadmoor Drive, Green Circle Drive and Green Circle Court, as provided in Section 67.453(5) of the Act, together with the costs associated with the establishment of the District.

The boundaries of the District to be assessed are as follows:

All of the real property within the Broadmoor Condominiums Subdivision, the plat of which is recorded with the St. Louis County Recorder of Deed's office in Plat Book 199, Pages 66 and 67.

The estimated cost of the Improvements (less contingency and NID fees) is \$1,303,428 and shall be divided and assessed equally against each parcel of property or lot located in the District and benefited by the Improvements. Total estimated project costs, including contingency, incentives & administrative fees are \$1,515,000. Actual assessment payable to the City of Chesterfield cannot exceed the estimated costs by more than 25%, are payable in not more than twenty (20) annual installments, and shall bear interest at rates to be determined by the City Council. The cost of the Improvements shall be financed by utilizing the City's fund reserves, as set forth by City Council, under the provisions of the Act.

  
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Vicki Hass, City Clerk

**AGENDA REVIEW – Monday, May 2 – 6:00PM**

An AGENDA REVIEW meeting has been scheduled to start at **6:00pm**, on **Monday, May 2, 2016**. Please let me know, ASAP, if you will be unable to attend this meeting.

**UPCOMING MEETINGS/EVENTS**

**Thursday, May 5**

Planning & Public Works Committee (5:30pm)

**Monday, May 9**

Planning Commission (7pm)

**Monday, May 16**

Next City Council meeting (7pm)



## RECORD OF PROCEEDING

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

**APRIL 20, 2016**

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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 Barbara McGuinness  
Councilmember Bridget Nations  
Councilmember G. Elliot Grissom  
Councilmember Dan Hurt  
Councilmember Mike Casey  
Councilmember Bruce DeGroot  
Councilmember Connie Fults

APPROVAL OF MINUTES

The minutes of the March 21, 2016 City Council meeting were submitted for approval. Councilmember McGuinness made a motion, seconded by Councilmember Nations, to approve the City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

## **PRESENTATION**

Mayor Bob Nation presented former Councilmember G. Elliot Grissom with a plaque commemorating his service as Councilmember from Ward II, from April 20, 2011 – April 20, 2016.

Mayor Nation presented former Councilmember Mike Casey with a plaque commemorating his service as Councilmember from Ward III, from April 20, 1998 – April 20, 2016.

Mayor Nation presented former Councilmember Connie Fults with a plaque commemorating her service as Councilmember from Ward IV, from April 15, 2002 – April 20, 2016.

## **SWEARING-IN CEREMONY**

Mayor Nation recognized the Honorable Richard K. Brunk, Jr., Municipal Judge. Judge Brunk then conducted the Swearing-In Ceremony for: Councilmember Barry Flachsbart-Ward I; Councilmember Barbara McGuinness-Ward I; Councilmember-Elect Guy Tilman-Ward II; Councilmember-Elect Randy Logan-Ward III; and Councilmember-Elect Tom DeCampi-Ward IV.

## **ROLL CALL**

A roll call was then re-taken, with the following results:

### **PRESENT**

### **ABSENT**

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

## **TEMPORARY ADJOURNMENT – RECEPTION**

Mayor Nation temporarily adjourned the meeting at 7:15 p.m., for those in attendance to attend a reception for the newly-elected and re-elected officials.

The meeting was reconvened at 7:41 p.m.

## **COMMUNICATIONS AND PETITIONS**

Mr. Patrick Flynn, 1053 Appalachian Trail, encouraged City Council to carefully select a new City Administrator that has been fully vetted and understands the City's legal Code, Missouri state law and the legal chain of command for the City of Chesterfield.

Ms. Marcia McDonald, 14986 Chateau Village Drive, encouraged City Council to do a careful search before filling the City Administrator position.

Mr. Wade Wieser, 168 Southdown Drive, spoke in support of the River Valley Drive closure, reconfirming the subdivision trustees' right to convey common ground right of way to the City of Chesterfield.

Ms. Joy Krieger, 534 Triton Way, Ellisville, introduced herself as a candidate for State Representative in Missouri's 101<sup>st</sup> District.

Mr. Bob Clausen, 16901 Pacland Ridge Drive, encouraged City Council to initiate a professional search before filling the City Administrator position.

Mr. Norm Baxter, 1879 Stenton Path, encouraged City Council to initiate a thorough search for a new City Administrator.

Ms. Anne Gassel, 16309 Autumn Crest Court, Ellisville, introduced herself as a candidate for State Representative in Missouri's 101<sup>st</sup> District.

Mr. Robin Harris, 14570 Bexhill Court, encouraged City Council to initiate a thorough search for a new City Administrator.

Ms. Carmen Jacob, 222 Wildbrier Drive, Ballwin, read a statement from her husband, Chris Jacob, who was unable to attend tonight's meeting. They encouraged City Council to initiate a thorough search before filling the City Administrator position.

Mr. Cicardi Bruce, 207 Tuma Lane, encouraged City Council to initiate a thorough search for a new City Administrator.

## **INTRODUCTORY REMARKS**

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

## **APPOINTMENTS**

Councilmember Flachsbart made a motion, seconded by Councilmember DeGroot, to permanently remove Bill No. 3070 (Appoints Daniel Vogel as City Attorney) from the agenda. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mayor Nation nominated Chris Graville to serve as Interim City Attorney, replacing Harold O'Rourke, and filling the unexpired term of Rob Heggie, who has been appointed by Governor Jay Nixon to serve as an Associate Circuit Court Judge for St. Louis County. Councilmember DeGroot made a motion, seconded by Councilmember Flachsbart, to adopt Resolution No. 423. A roll call vote was taken with the following results: Ayes – McGuinness, DeGroot, Tilman, Flachsbart and DeCampi. Nays – None. Abstentions – Hurt, Logan and Nations. Whereupon Mayor Nation declared Resolution No. 423 approved.

## **COUNCIL COMMITTEE REPORTS**

### **Finance and Administration Committee**

Councilmember Barry Flachsbart, Chairperson of the Finance and Administration Committee, asked Acting Co-City Administrator Mike Geisel to give a brief update on the impact of this proposed Resolution. Mr. Geisel explained that this Resolution approves the plans and specifications for the Broadmoor Neighborhood Improvement District (NID), establishes a public hearing date on May 2 before the City Council meeting, and establishes the tax rolls for property owners within the NID.

Councilmember Hurt made a motion, seconded by Councilmember Logan, to approve Resolution No. 421 (Broadmoor Neighborhood Improvement District). A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Barry Flachsbart, Chairperson of the Finance and Administration Committee, made a motion, seconded by Councilmember DeGroot, to hold Bill No's 3076, 3077 and 3078 (Amends Previously-Adopted Ordinances re: City Attorney, Prosecuting Attorney and Municipal Judge) until the May 2 City Council meeting. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Flachsbart made a motion, seconded by Councilmember DeGroot, to hold Bill No's 3082 (Mayors Duties when City is without a City Administrator), 3083 (Duties and Authority of the City Administrator), 3084 (Changes who is required to be notified for liability claims), 3085 (Execution of contractual and legal documents approved by City Council), 3086 (Scheduling of City Council Meetings), 3087 (Amends the rules of procedure related to roll call votes), 3088 (Pertains to the appointment of the City Administrator during temporary absences), and 3089 (Pertains to the appointment of the City Clerk) until the May 2 City Council meeting. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

### **Planning/Public Works Committee**

Councilmember Dan Hurt, Vice-Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Logan, to hold Bill No. 3075 (P.Z. 13-2015, Chesterfield Valley Square [Burgundy Arrow, LLC]) until the May 2 City Council

meeting. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember McGuinness made a motion, seconded by Councilmember Flachsbart, to hold Bill No. 3079 (Restricts Parking on River Valley Dr.) until the May 2 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. 3081 (Authorizes Execution of Road Relinquishment Agreements with MoDOT) will be considered for adoption under the "Legislation" portion of the agenda.

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

### **REPORT FROM THE CITY ADMINISTRATOR**

Acting City Administrator Mike Geisel recommended that City Council receive and file the report related to emergency repair of the Agricultural Levee per the City's purchasing procedures. Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, to receive and file the Agricultural Levee emergency repair report. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mr. Geisel reported that Staff had received bids for a contract for the construction of the River Valley Drive Road Closure. This recommendation was originally on the March 21 agenda, but was held due to concerns regarding the ability of the River Bend Trustees to convey the property rights associated with this project. Mr. Geisel recommended that this item continue to be held until the May 2 Council meeting, such that an executive session may be scheduled to discuss the project. Councilmember Flachsbart made a motion, seconded by Councilmember McGuinness, to hold this item until May 2. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mr. Geisel reported that Staff is recommending award of a contract for Sidewalk Replacement Project "A". Based upon review of information provided by Public Works Director/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending award of a contract to K.J. Unnerstall Construction in an amount not to exceed \$219,475. Councilmember Hurt made a motion, seconded by Councilmember Logan, to approve this recommendation. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mr. Geisel reported that Staff is recommending award of a contract for Green Trails Drive South Street Reconstruction. Based upon review of information provided by Public Works Director/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending award of a contract to J.M. Marschuetz in an amount not to exceed \$2,225,000. As a reminder, this project is partially funded by a Federal Grant where the

federal government will provide 70% of the cost. Engineering and right-of-way acquisitions for this project were funded in 2014 and 2015 respectively. Councilmember Flachsbart made a motion, seconded by Councilmember McGuinness, to approve this recommendation. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mr. Geisel reported that Staff is recommending continuation of a contract for management and staffing of the City's aquatic facility. Based upon review of information provided by Parks, Recreation and Arts Director Tom McCarthy, Mr. Geisel joined with him in recommending that the City exercise the final year option of a previously approved five year contract at a cost not to exceed \$255,629. Funding for this activity is budgeted in the Parks Sales Tax Fund. Councilmember Flachsbart made a motion, seconded by Councilmember Nations, to approve this recommendation. 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**

Councilmember Logan nominated Councilmember Flachsbart to serve as President Pro Tem for April 2016-April 2017. Mayor Nation asked for any further nominees and/or discussion. Councilmember Nations made a motion, seconded by Councilmember DeGroot, to close nominations for selection of President Pro Tem. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. There being no other nominations, a voice vote was taken for Councilmember Flachsbart to serve as President Pro Tem with a unanimous affirmative result and the motion was declared passed.

Councilmember Flachsbart, in his capacity as the newly elected President Pro Tem, announced the following proposed City Council Committee assignments:

#### **FINANCE AND ADMINISTRATION COMMITTEE**

Councilmember Bruce DeGroot, Ward IV – **CHAIRPERSON**  
Councilmember Barry Flachsbart, Ward I  
Councilmember Guy Tilman, Ward II  
Councilmember Randy Logan, Ward III

#### **PARKS, RECREATION AND ARTS COMMITTEE**

Councilmember Barb McGuinness, Ward I – **CHAIRPERSON**  
Councilmember Guy Tilman, Ward II  
Councilmember Dan Hurt, Ward III  
Councilmember Tom DeCampi, Ward IV

### **PLANNING AND PUBLIC WORKS COMMITTEE**

Councilmember Dan Hurt, Ward III – **CHAIRPERSON**

Councilmember Barb McGuinness, Ward I

Councilmember Bridget Nations, Ward II

Councilmember Bruce DeGroot, Ward IV

### **PUBLIC HEALTH AND SAFETY COMMITTEE**

Councilmember Bridget Nations, Ward II – **CHAIRPERSON**

Councilmember Barry Flachsbart, Ward I

Councilmember Randy Logan, Ward III

Councilmember Tom DeCampi, Ward IV

Councilmember Logan made a motion, seconded by Councilmember Nations, to approve the City Council Committee Assignments listed above for April 2016-April 2017. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mayor Nation announced that the City intends to request quotes for appointment of City Attorney.

Councilmember Flachsbart made a motion, seconded by Councilmember McGuinness, to permanently remove Resolution No. 422 (Authorizes Special Counsel to develop employment contract for City Administrator) from the agenda. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Logan asked for clarification of the process and timeframe for appointment of Acting City Administrator. Mayor Nation cited state statute and responded that the Mayor has authority to appoint an interim City Administrator until the next regularly scheduled Council meeting, at which time if no City Administrator is appointed, the Mayor again appoints an interim City Administrator. This process may be repeated until a permanent City Administrator is appointed. Discussion ensued and there was general agreement among Councilmembers and Mayor Nation that Mr. Geisel would be an excellent choice for City Administrator, but given the multiple requests by residents, it would be in everyone's best interest to initiate a search in order to validate the choice for City Administrator.

Councilmember DeCampi suggested adding something to the May 2 agenda regarding initiating a professional search for City Administrator. Councilmember Flachsbart stated that he believes action is mandated now, according to state statute. Mayor Nation stated that even if a vote was taken to appoint a City Administrator this evening, he would withhold his approval, and continue to appoint Chief Johnson and Mike Geisel as interim Co-City Administrators. Discussion ensued.

Councilmember Flachsbart made a motion, seconded by Councilmember Logan, to appoint Mike Geisel as City Administrator, pending establishment of a contract. Discussion ensued. Councilmember McGuinness made a motion, seconded by

Councilmember DeCampi, to hold the vote on appointment of Mike Geisel as City Administrator until May 2. A roll call vote was taken with the following results: Ayes – Hurt, DeCampi, McGuinness and DeGroot. Nays – Logan, Flachsbart, Nations and Tilman. Whereupon Mayor Nation voted “Aye” to break the tie and declared the motion passed.

**LEGISLATION**

BILL NO. 3081      AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ROAD RELIQUISHMENT AGREEMENTS WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR PORTIONS OF TOREADOR DRIVE AND ELBRIDGE PAYNE ROAD (SECOND READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)

Councilmember Hurt made a motion, seconded by Councilmember Logan, for the second reading of Bill No. 3081. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3081 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3081 with the following results: Ayes – Nations, DeGroot, Hurt, McGuinness, Flachsbart, DeCampi, Logan and Tilman. Nays – None. Whereupon Mayor Nation declared Bill No. 3081 approved, passed it and it became **ORDINANCE NO. 2889**.

**ADJOURNMENT**

There being no further business to discuss, Mayor Nation adjourned the meeting at 9:45 p.m.

---

Mayor Bob Nation

**ATTEST:**

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Vickie J. Hass, City Clerk

## **FINANCE AND ADMINISTRATION COMMITTEE**

The Finance and Administration Committee met on March 28, 2016. At that meeting, the Committee took several actions which resulted in legislation for the April 20, 2016 meeting.

Bill's 3076, 3077, and 3078 dealing with the municipal court, prosecuting attorney, and municipal judge were deferred and the F&A Committee recommended that they be referred to the newly installed Council for review and action. Please note that both Prosecuting Attorney Tim Engelmeyer and Judge Brunk have requested to review and provide input.

Bills No. 3082 thru 3089 were recommended for approval by the Committee, and were the result of the Committee's review of the Official City Code to Ordinances #7, #8 and #11 as was previously directed.

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

## **LIQUOR LICENSE REQUESTS**

As detailed in the enclosed memos, prepared by Andrea Majoros, Business Assistance Coordinator, the following Liquor License Request has been reviewed by both the Police Department and the Planning/Development Services Division of the Department of Public Services. It is recommended for your approval:

**Twin Peaks**, located at 963 Chesterfield Center (formerly Romano's Macaroni Grill) – Requesting a new liquor license to sell liquor by the drink and Sunday sales.

At Monday's meeting, I will recommend approval, which can then be approved by a voice vote.

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



## **MEMORANDUM**

**DATE:** April 18, 2016

**TO:** **Interim City Administrators**  
Mike Geisel ✓  
Chief Ray Johnson

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

**SUBJECT:** **LIQUOR LICENSE REQUEST – Twin Peaks**

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**Twin Peaks, 963 Chesterfield Center** (formerly Romano's Macaroni Grill), has requested a new full liquor license to sell liquor by the drink and Sunday sales.

Mr. Brian Flavin 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, May 2nd City Council meeting, I will immediately issue this license.

## **BID RESULTS – RIVER VALLEY DRIVE STREET CLOSURE**

As detailed in the enclosed memorandum prepared by Jim Eckrich, Public Works Director – City Engineer, bids were received and publicly opened for construction of the **CLOSURE OF RIVER VALLEY DRIVE**.

Based upon a review of the information contained within said memo, **I join with Mr. Eckrich in recommending acceptance of the lowest and best bid to Krupp Construction in an amount not to exceed \$155,000. Please note that approval of this contract must also be accompanied by a motion to transfer \$155,000 from General Fund – Fund Reserves as previously recommended by City Council.** In addition, Staff is recommending that City Council pass/approve Bill No. 3079 which restricts parking along River Valley Drive due to the narrow roadway and vertical curbing (See LEGISLATION). Finally, the River Bend Association is proposing to pay for the fabrication of a plaque honoring the former Mayor and Councilmember, Nancy Greenwood. It is Staff's understanding that the plaque would then be installed on one of the fence sections to be constructed adjacent to the closure gate itself.

As you may remember, this recommendation was originally on the 3/21/2016 agenda but was held due to concerns regarding the ability of the River Bend Trustees to convey the property rights associated with this project.

To summarize, City Council is being asked to take the following actions at Monday's meeting:

- **Approve award of a contract to Krupp Construction, in an amount not to exceed \$155,000.**
- **Approve transfer of \$155,000 from the General Fund – Fund Reserves**

**As always, if you have any questions, please contact Mr. Eckrich or me, PRIOR to Monday's meeting.**

**DATE:** March 14, 2016  
**TO:** Michael G. Herring  
City Administrator  
**FROM:** James A. Eckrich, P.E.  
Public Works Director / C  
**RE:** River Valley Drive Closure

River Valley  
Drive Bid -  
HELD FOR  
RESOLUTION of  
EASEMENT  
CONVEYANCE

As directed by City Council, in May of 2015 Public Services Staff provided a report detailing the impacts of the closure and / or vacation of River Valley Drive and Hog Hollow Road. This report was generated in response to the potential development of the Howard Bend area within the City of Maryland Heights. At that time City Council directed City Staff to prepare plans and a cost estimate for the closure of River Valley Drive. As you may recall, the City Attorney reviewed this matter and advised that a closure could be effected so long as the closure was constructed in conformance with City road standards and the public impacts were thoroughly considered.

In November of 2015 City Staff submitted plans and an estimate for the closure of River Valley Drive to the Planning and Public Works Committee. Those plans and estimate were reviewed by the Committee and recommended for approval to City Council, who unanimously authorized Staff to create a bid package. Bids for the River Valley Drive Closure Project were opened on March 8, 2016, as detailed in the attached memorandum from Civil Engineer Chris Krueger. City Staff recommends that this project be awarded to Krupp Construction in the amount of \$155,000, which includes the low bid amount of \$140,281.55 and a modest contingency. The City has contracted with Krupp Construction previously and they have performed satisfactory.

Area residents have expressed concerns about motorists parking on the new cul-de-sac. To alleviate these concerns and to ensure sufficient space for motorists to turn around using the cul-de-sac, City Staff is recommending the passage of the attached ordinance which would restrict parking on both sides of River Valley Drive from the City Limits to a point 160 feet south of the gate including the cul-de-sac. (SEE BILL # 3079)

The River Bend Association is proposing a memorial to former Councilmember Nancy Greenwood which will be in the form of a bronze plaque. An initial proof of the proposed plaque is attached. The shape and size of the text are generic and may change slightly. The River Bend Association is providing the memorial plaque at no cost to the City.

**Action Recommended**

I request and recommend that this matter be forwarded to City Council for consideration of approval of an agreement with Krupp Construction and the attached ordinance restricting parking on River Valley Drive. Should Council concur with this recommendation it should approve the attached ordinance and authorize the City Administrator to execute the necessary contract documents with Krupp Construction. Additionally, City Council should authorize the transfer of \$155,000 from General Fund – Fund Reserves above the forty percent policy to account 120-079-5490.

Concurrence:   
Craig White, Finance Director

Cc: Michael O. Geisel, Director of Public Services

✓ MBH  
3/15/16



# MEMORANDUM



**DATE:** March 14, 2016  
**TO:** James Eckrich, Public Works Director/City Engineer  
**FROM:** Chris Krueger, Civil Engineer *CK*  
**RE:** 2015-PW-14 River Valley Drive Closure Project - Construction Contract

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As you know, bids were publicly opened for the River Valley Drive Closure Project. This project will consist of a roadway gate, fencing, the addition of a cul-de-sac, and the replacement of approximately 200 LF of pavement on River Valley Drive. The project plans and specifications were completed by City Staff.

Staff opened bids on March 8, 2016 at 10:00 am for the project. Three bids were received. The three responsive bidders were Krupp Construction, RV Wagner, and Spencer Contracting. Please see the attached Bid Tabulation for detailed information on each bid.

Krupp Construction provided the lowest responsive and responsible total bid of \$140,281.55 (bid attached). With positive past project experience and favorable reference checks, I recommend the bid from Krupp Construction.

As part of this project, a parking restriction is proposed on both sides of River Valley starting at the City limits and terminating at a point 40 feet northwesterly of the south property line of River Valley Drive. This would restrict parking on both sides of River Valley Drive from the City Limits to a point 160 feet south of the gate including the cul-de-sac.

**I recommend requesting authorization to enter into an agreement with Krupp Construction to provide construction services for the River Valley Drive Closure Project in an amount not to exceed \$155,000.00. This amount includes a modest contingency to account for any unforeseen conditions and/or additional work. I also recommend consideration of the attached ordinance to restrict parking on both sides of River Valley Drive at the gate and cul-de-sac.**

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

Attachments: River Valley Drive Closure Project Bid Tabulation  
Krupp Construction Bid  
River Valley Drive Proposed Parking Restriction Ordinance  
Memorial Graphic to Former Councilmember Nancy Greenwood

Cc: P-File: 2015-PW-14

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**BID TABULATION  
RIVER VALLEY DRIVE CLOSURE  
2015-PW-14  
March 8, 2016**

ITEM #	DESCRIPTION	UNITS	QUANTITY	ENGINEER'S ESTIMATE		KRUPP CONSTRUCTION		R.V. WAGNER		SPENCER CONTRACTING	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Mobilization	LS	1	\$10,000.00	\$10,000.00	\$23,650.00	\$23,650.00	\$19,000.00	\$19,000.00	\$28,468.00	\$28,468.00
2	Traffic Control	LS	1	\$2,000.00	\$2,000.00	\$2,290.00	\$2,290.00	\$3,600.00	\$3,600.00	\$460.00	\$460.00
3	Portable Changeable Message Sign-Rental	LS	1	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$2,400.00	\$2,400.00	\$4,000.00	\$4,000.00
4	Tree Protection Fence	LF	220	\$8.00	\$1,760.00	\$6.70	\$1,474.00	\$14.00	\$3,080.00	\$3.64	\$800.80
5	Clearing and Grubbing	LS	1	\$15,000.00	\$15,000.00	\$11,258.00	\$11,258.00	\$19,000.00	\$19,000.00	\$30,950.00	\$30,950.00
6	Silt Fence	LF	160	\$10.00	\$1,600.00	\$3.00	\$480.00	\$8.00	\$1,280.00	\$3.60	\$576.00
7	Removal of Improvements	LS	1	\$12,000.00	\$12,000.00	\$3,706.00	\$3,706.00	\$9,000.00	\$9,000.00	\$11,000.00	\$11,000.00
8	Cul-de-Sac Embankment	CY	530	\$35.00	\$18,550.00	\$26.30	\$13,939.00	\$24.00	\$12,720.00	\$14.32	\$7,589.60
9	Geotextile Fabric	SY	845	\$4.00	\$3,380.00	\$2.10	\$1,774.50	\$2.00	\$1,690.00	\$1.00	\$845.00
10	Type 5 Aggregate Base (4' Thick)	SY	845	\$8.00	\$6,760.00	\$9.65	\$8,154.25	\$8.00	\$6,760.00	\$6.24	\$5,272.80
11	Concrete Pavement (7" Non-Reinforced)	SY	845	\$40.00	\$33,800.00	\$47.15	\$39,841.75	\$47.00	\$39,715.00	\$57.88	\$48,908.60
12	Type "A" Vertical Curb (Monolithic)	LF	110	\$30.00	\$3,300.00	\$20.00	\$2,200.00	\$11.00	\$1,210.00	\$8.05	\$885.50
13	Colored Concrete Pavement (5" Non-Reinfor	SY	107	\$50.00	\$5,350.00	\$50.40	\$5,392.80	\$84.00	\$8,988.00	\$48.39	\$5,177.73
14	Rock Lined Swale	LF	300	\$24.00	\$7,200.00	\$22.30	\$6,690.00	\$30.00	\$9,000.00	\$27.34	\$8,202.00
15	Aesthetic 42 inch Pedestrian Fence	LF	60	\$155.00	\$9,300.00	\$120.00	\$7,200.00	\$130.00	\$7,800.00	\$130.00	\$7,800.00
16	Barrier Roadway Gate	LS	1	\$3,000.00	\$3,000.00	\$4,250.00	\$4,250.00	\$4,800.00	\$4,800.00	\$4,550.00	\$4,550.00
17	Steel Bollard	EA	2	\$1,000.00	\$2,000.00	\$600.00	\$1,200.00	\$1,100.00	\$2,200.00	\$650.00	\$1,300.00
18	Permanent Yellow Pavement Striping, Paint	LF	425	\$1.25	\$531.25	1.25	\$531.25	\$2.00	\$850.00	\$4.30	\$1,827.50
19	Permanent White Pavement Striping, Paint	LF	400	\$1.25	\$500.00	1.25	\$500.00	\$2.00	\$800.00	\$4.30	\$1,720.00
20	Permanent Street Signage	EA	5	\$300.00	\$1,500.00	350	\$1,750.00	\$450.00	\$2,250.00	\$375.00	\$1,875.00
	<b>TOTAL BID</b>				<b>\$141,531.25</b>		<b>\$140,281.55</b>		<b>\$156,143.00</b>		<b>\$172,208.53</b>

**BID FORM**

**BID TIME:** 10:00 AM Prevailing Central Time  
**BID DATE:** Tuesday, March 8, 2016

**TO: THE CITY OF CHESTERFIELD**

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

**River Valley Drive Closure Project  
2015-PW-14**

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 reconstruction of approximately 200 LF of street pavement, installation of a cul-de-sac, a gate installation, and associated clearing and grading work as shown within the plans in accordance with the project specifications.

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

**Bid submitted by:**

Company Name: L.F. Krupp Construction Inc dba, Krupp Construction

Address: 415 Old Steele Rd

City, State Ellisville, MO 63021

Phone number: 636-391-8844 Fax: 636-391-7544

E-mail address: markreizer@kruppmo.com

Type of Firm: Sole Partnership  Partnership   
Corporation  Other

Officer Mark Reizer

Title President

Signature [Signature]

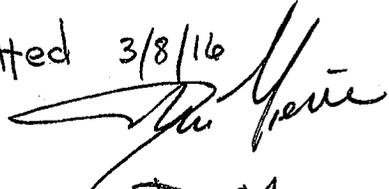
Date March 8, 2016

3/8/2016

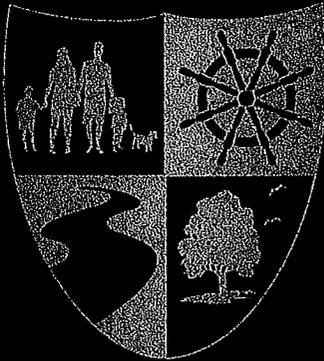
### ITEMIZED BID FORM

Item #	Description	Unit	Quantity	Unit Price	Extended Price
1	Mobilization	LS	1	23650.00	23650.00
2	Traffic Control	LS	1	2290.00	2290.00
3	Portable Changeable Message Sign, Rental	LS	1	4000.00	4000.00
4	Tree Protection Fence	LF	220	6.70	1474.00
5	Clearing and Grubbing	LS	1	11258.00	11258.00
6	Silt Fence	LF	160	3.00	480.00
7	Removal of Improvements	LS	1	3706.00	3706.00
8	Cul-de-Sac Embankment	CY	530	26.30	13939.00
9	Geotextile Fabric	SY	845	2.10	1774.50
10	Type 5 Aggregate Base (4" Thick)	SY	845	9.65	8154.25
11	Concrete Pavement (7" Non-Reinforced)	SY	845	47.15	39841.75
12	Type "A" Vertical Curb (Monolithic)	LF	110	20.00	2200.00
13	Colored Concrete Pavement (5" Non-Reinforced)	SY	107	50.40	5392.80
14	Rock Lined Swale	LF	300	22.30	6690.00
15	Aesthetic 42 Inch Pedestrian Fence	LF	60	120.00	7200.00
16	Barrier Roadway Gate	LS	1	4250.00	4250.00
17	Steel Bollard	EA	2	600.00	1200.00
18	Permanent Yellow Pavement Striping, Paint	LF	425	1.25	531.25
19	Permanent White Pavement Striping, Paint	LF	400	1.25	500.00
20	Permanent Street Signage	EA	5	350.00	1750.00
<b>Total Bid</b>					

\$140,281.55

Submitted 3/8/16  


John Miener  
VP  
KRUPP CONSTRUCTION



Forever Grateful  
to

NANCY  
GREENWOOD

Loyal Friend of  
River Bend

2016



✓mgt  
3/3/16  
cc: MAYOR/COUNCIL  
GELBL  
ECKRICH  
O'Rourke

February 25, 2016

KEITH A. MARTY, Ed.D., Superintendent

Mike Herring, City Administrator  
City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017

Dear Mike,

The Parkway School District remains most concerned with the City of Chesterfield's decision to close River Valley Drive. As you know, should residential development occur within the Maryland Heights Bottoms, closure of this road would negatively impact our ability to transport students to the nearest elementary school, River Bend Elementary, which could significantly increase our costs.

It is our understanding that, in designing the closure of River Valley Drive, accommodations are being made for emergency vehicles, such as fire trucks and ambulances. However, drivers of such vehicles would be required to exit their vehicles in order to activate/open the "gate". School bus drivers simply cannot exit their vehicles. However, if the closure could be designed in such a manner to provide for electronic activation, then all those who, on occasion, would need to use River Valley Drive, including our school bus drivers, could do so without leaving their vehicles. We ask that consideration be given to designing/building the closure structures, with this in mind.

Given your planned retirement, as of March 31, 2016, I am asking that you forward this letter to the appropriate staff members and ask that they contact me directly, prior to any meetings when the closure of River Valley Drive will be discussed. This would specifically include any meetings during which action is contemplated, regarding construction contracts for the River Valley Drive closure. Before any final decisions are made, regarding the design and construction of this closure, I am requesting the opportunity, as Parkway's Superintendent, to address Chesterfield's Mayor and City Councilmembers, by way of endorsing the construction of a closure system with electronic activation, which would be used by our school bus drivers, in addition to those who drive fire trucks and ambulances. In the meantime, please forward a copy of this letter to your elected officials. I am happy to discuss my concerns with anyone, prior to any final decisions being made.

Thank you, Mike.

Sincerely,

Keith A. Marty, Ed.D.

C: Patty Bedborough, CFO  
Bonnie McCracken, Principal, River Bend Elementary  
Will Rosa, Director of Transportation

## Michael Herring

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**From:** Jim Eckrich  
**Sent:** Wednesday, March 16, 2016 10:12 AM  
**To:** Barry Flachsbart; Barbara McGuinness; Dan Hurt; Mike Casey; Elliot Grissom; Bridget Nations; Connie Fults; Bruce DeGroot; rsnation@aol.com  
**Cc:** Michael Herring; Mike Geisel; Aimee Nassif; Christopher Krueger  
**Subject:** River Valley Drive Closure  
**Attachments:** DOC031616.pdf

As directed by City Council, the Public Works division has been pursuing the closure of River Valley Drive just south of the Chesterfield City Limits. That project has been bid and consideration of approval of a construction project will be submitted to City Council as part of the March 21, 2016 meeting packet. Subsequent to the project being designed, Dr. Keith Marty, Superintendent of the Parkway School District, sent the attached letter, a copy of which should have been received by each of you. That letter reiterates Parkway's objection to the closure and requests that if such a closure is approved, that the gate be designed in such a manner that it can be electronically activated by the driver of a school bus.

The gate is currently designed as a manual gate that would have to be opened by the driver physically getting out of his/her car and unlocking the gate. This meets the requirements of the Monarch Fire Protection District and is similar to the design of other gates throughout the City. We anticipate that the gate would rarely be used and believe that this style of gate is appropriate given the current circumstances. That said, Dr. Marty's points are valid and the solution he proposes is possible. We believe an electronic / automatic gate could be designed and constructed for approximately \$15,000 - \$20,000. However, there are still questions as to whether the development of the Howard Bend area within the City of Maryland Heights will actually occur. Accordingly, I would recommend against the additional expenditure of an electronic gate at this time. If that area is developed and if the school district wants access through River Valley at that time, an electronic gate could always be added later. It is even possible (although not a certainty) that we could negotiate that the developer be required to pay a portion of the costs for the electronic gate.

We obviously value the relationship with Parkway School District. I have contacted Dr. Marty and explained the reasons behind the proposed closure. I explained that PPW and Council wanted to close River Valley prior to development of the Howard Bend Area to ensure that anyone buying property in that area would understand that access would not be provided via River Valley Drive. Dr. Marty understood this rationale and also questions whether the Howard Bend area will actually be developed with residential property. He understood that it may not be in the City's best interest to install an electronic gate at this time, but would like for the City to consider a gate modification if the Howard Bend area develops with residential property and the Parkway School District desires access through River Valley Drive.

I have discussed this matter with Mr. Herring and Mr. Geisel, and am providing you this email so you have all of the information prior to the City Council meeting on March 21. If you have questions or need additional information, please let me know.

James A. Eckrich, P.E.  
Public Works Director / City Engineer  
City of Chesterfield  
(636) 537-4764

## Michael Herring

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**From:** Mike Geisel  
**Sent:** Monday, March 21, 2016 12:41 PM  
**To:** Michael Herring; Harry O'Rourke  
**Cc:** Jim Eckrich  
**Subject:** RE: Send data from MFP-07137507 03/21/2016 09:19

One caveat, and I wish I was able to catch this before Harry sent out his letter.

But it should be made clear that this projects approval by council was predicated upon the Trustees assertion that they would provide the right of way and/or easements. If there is an effort to obtain concurrence of the multitude of property owners, that effort should be initiated by the trustees and not City staff. We have NO ability to initiate or undertake this level of effort.

-----Original Message-----

## Michael Herring

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**From:** Harry O'Rourke <horourke@smhhlaw.com>  
**Sent:** Monday, March 21, 2016 12:38 PM  
**To:** Bob Nation; Barry Flachsbart; Barbara McGuinness; Bridget Nations; Elliot Grissom; Mike Casey; Dan Hurt; Bruce DeGroot; Connie Fults  
**Cc:** Michael Herring; Mike Geisel; Jim Eckrich  
**Subject:** CONFIDENTIAL / ATTORNEY - CLIENT PRIVILEGED: River Valley Drive  
**Attachments:** Documents from Shanfelds 3\_21\_16.pdf

Dear Mayor and City Councilmembers:

The attached letter, with attachments, was submitted to Mr. Herring, earlier today. He immediately forwarded to Mr. Geisel, Mr. Eckrich and me, for an interpretation, specifically regarding what it means, if anything, regarding City Council's ability to address the proposed closure of River Valley Drive, at tonight's City Council meeting. As you know, there is both a BID RECOMMENDATION and proposed legislation, dealing with this subject, on tonight's AGENDA. FYI, Mr. Shanfeld indicated that he would be emailing a copy of his letter, with attachments, to each of you, sometime today. In any event, I did not want you to be surprised by this, at tonight's City Council meeting.

To begin with, having conferred with both Mr. Geisel and Mr. Eckrich, I can confirm that this letter is the first time that this issue has been brought to our attention. However, having said that, Jim has confirmed to me that the easements that the Trustees signed over constitute the same property described in the general warranty deed and title report that the Shanfelds emailed you. **Based on that, it appears that the Shanfelds are correct - the Trustees did not have the power to grant the easements and the City does not have any interest in the property right now.** Since the Shanfelds indicate that they, at least, will not grant the easement to the City - the only way for the City to proceed at this point is (1) to try to get as many property owners to sign over easements to the City, and (2) to acquire the rest by way of a condemnation suit. I would think that the actual value to each individual household will be low, since all the lot owners own the property as tenants-in-common. However, it is the only way to proceed at this point based on the documents I have now reviewed. I am available to answer any questions you might have and am also prepared to discuss this, at tonight's City Council meetings.

Sincerely,

**HAROLD V. O'ROURKE**  
Attorney at Law  
Stewart, Mittleman & O'Rourke, L.L.C.  
222 South Central Avenue, Suite 501  
Saint Louis, Missouri 63105-3575  
tel: (314) 863-8484  
fax: (314) 863-5312  
e-mail: [horourke@smholaw.com](mailto:horourke@smholaw.com)

\*\*\*\*\*

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**Andrew B. Shanfeld and Beverly Shanfeld**

171 Henning Drive  
Chesterfield, Missouri 63017

March 21, 2016

✓ MGH  
3/21/16

City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, MO 63017  
ATTN: Mike Herring, City Administrator

River Bend Estates  
338 Ridge Trail Drive  
Chesterfield, MO 63017  
ATTN: Curt Wintrobe, East Side Trustee

Re: Proposed Closure of River Valley Drive - Ownership Common Land of River Bend Subdivision

Gentlemen:

We are writing to you as the owners of Lot 171 of River Bend Estates 2<sup>nd</sup> Addition, known and numbered as 171 Henning Drive, Chesterfield, Missouri 63017

Enclosed is a copy of General Warranty Deed dated June 8, 1962, recorded in Book 4846 Page 96 of the St. Louis County Recorder's Office, by which the original developer of the River Bend Subdivision deeded and conveyed certain Common Land of the Subdivision to the Trustees of the Subdivision for a period of twenty (20) years, after which time the applicable Common Land of the Subdivision became vested in the Lot Owners of the Subdivision, as Tenants in Common.

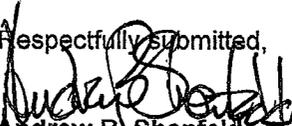
Also enclosed is a copy of Title Commitment No. 5288STL effective date 8/4/2015, issued by Old Republic National Title Insurance Company, confirming that the Lot Owners of the Subdivision own the applicable Common Land of the Subdivision as Tenants in Common, as provided and contemplated by the 1962 Deed.

As you know, pursuant to Right of Way Dedication instrument dated January 20, 2016, recorded in Book 21869 Pages 0454 thru 0461 of the St. Louis County Recorder's Office, the current Trustees of the Subdivision have purported to convey a portion of the applicable Common Land of the Subdivision to the City of Chesterfield, for the construction by the City of the turn-around to effect the closure of River Valley Drive.

Any conveyance of the applicable Common Land requires the written agreement of all of the Lot Owners of the Subdivision, as the Tenants in Common Owners of the applicable Common Land. As the Owners of a Lot on the Subdivision, we did not and we do not agree or consent to the conveyance of any portion of the Common Lands of the Subdivision to the City, and we did not and we do not agree or consent to any change in use of the Common Land or any construction of any roadway in the Common Land.

Please be advised that: (a) we, along with the other Lot Owners of the Subdivision continue to own the applicable Common Land as Tenants in Common; (b) the 2016 Deed by the Trustees to the City of Chesterfield is wholly ineffective to grant or convey any interest whatsoever in the Common Land to the City of Chesterfield; (c) the 2016 Deed by the Trustees to the City of Chesterfield is slander of title; and (d) any entry by the City of Chesterfield onto the Common Land described in the applicable deeds, and any construction activity by the City of Chesterfield on the applicable Common Land, will be actionable trespass.

As a Tenant in Common Owner of the applicable Common Land, we intend to fully assert our ownership right in the Common Lands, and we intend to hold applicable parties liable for slander of title, for damages and for actionable trespass, by all appropriate legal proceedings.

Respectfully submitted,  
  
Andrew B. Shanfeld

  
Beverly Shanfeld

Cc: Roger Herman, Esq.

BOOK 1846 PAGE 96 **General Warranty Deed**  
(Corporation)

This Deed, Made and entered into this Eighth day of  
June nineteen hundred and Sixty-two, by and between

BURTON W. DUENKE BUILDING COMPANY

a corporation, organized and existing under the laws of the State of Missouri  
with its principal office in the County of St. Louis State of Missouri  
party of the first part and Burton W. Duenke, Virginia M. Duenke and G. W. Mefferd, as  
Trustees of River Bend East, a subdivision in the County of St. Louis, Missouri, and  
the then existing lot owners of River Bend Estates Additions as covered in the County  
Council's order 1/24/62 on a petition dated Dec. 21, 1961, twenty years from the date  
hereof the County of St. Louis State of Missouri  
parties of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum  
of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION -----  
paid by the said parties of the second part, the receipt of which is hereby acknowledged, does by  
these presents Grant, Bargain and Sell, Convey and Confirm unto the said parties of the second part,  
the following described Real Estate, situated in the County of St. Louis, and  
State of Missouri, to-wit: Burton W. Duenke, Virginia M. Duenke and G. W. Mefferd as Trustees  
under a Restrictive Agreement of even date executed by Grantor to said Trustees and  
recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri, as Daily  
No. 274 on JUNE 22<sup>nd</sup> 1962, which Agreement is incorporated herein by reference,  
for a period of twenty (20) years from the date hereof, in trust, however, to be held  
as a park and scenic area for the use and benefit of the present and future lot owners  
of River Bend Estates First Addition and other additions as covered in the County Council's  
order dated January 24, 1962, on a petition dated December 21, 1961, all as more fully  
set out in said Restrictive Agreement, with remainder over in equal parts (one equal  
part per lot) at the end of said 20-year period to the then existing lot owners of River  
Bend Estates Additions as covered in the County Council's order dated January 24, 1962,  
and a petition dated December 21, 1961, and their heirs and assigns in fee simple absolute  
subject, however, in all events to the provisions of said Restrictive Agreement, the  
following described Real Estate, situated in the County of St. Louis and State of Missouri  
to-wit: All that part marked and described as "Common Lands" of River Bend Estates  
First Addition, a subdivision in St. Louis County according to the plat thereof recorded  
in the office of the Recorder of Deeds of St. Louis County, Mo., as Daily No. 274  
on JUNE 22<sup>nd</sup> 1962.

To Have and to Hold the same, together with all rights and appurtenances to the same belong-  
ing, unto the said parties of the second part, and their Trustees for the uses and purposes afore-  
said for twenty (20) years & thence unto the lot owners as provided above and their  
heirs and assigns forever.

The said party of the first part hereby covenanting that it and its successors and assigns, shall and  
will Warrant and Defend the title to the premises unto the said parties of the second part, and to  
their successors in trust and heirs and assigns forever  
against the lawful claims of all persons whomsoever, excepting,  
however, the general taxes for the calendar year 19 62 and thereafter, and the special taxes becom-  
ing a lien after the date of this deed.

In Witness Whereof, the said party of the first part has caused these  
presents to be signed by its Vice President and its corporate seal attached by its Secretary,  
to be hereunto affixed.

BURTON W. DUENKE BUILDING COMPANY

By G. W. Mefferd  
President



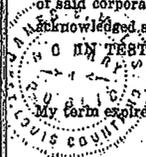
Secretary

NOTICE OF PUBLIC SALE

State of Missouri }  
County of St. Louis } ss.

On this 8th day of June, 1962, before me appeared  
G. W. Mefford

to me personally known, who, being by me duly sworn, did say that he is the Vice President  
of BURTON W. DUENKE BUILDING COMPANY  
a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument  
is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf  
of said corporation, by authority of its Board of Directors; and said G. W. Mefford  
acknowledged said instrument to be the free act and deed of said corporation.



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

*James P. Wells*  
Notary Public.

My term expires ~~August 3, 1966~~

*August 8-1964*

GENERAL WARRANTY DEED

(Corporation)  
Assessed by  
REAL ESTATE BOARD OF METROPOLITAN ST. LOUIS

FROM

TO

State of Missouri } ss  
County of St. Louis }  
FILED FOR RECORD

JUN 22 1962  
10:26 AM  
clock

*John L. Good*  
Recorder of Deeds

END OF DOCUMENT



Issued By Old Republic National Title Insurance Company

## SCHEDULE A

Escrow Officer: Jamie Hensel  
Escrow Officer Email: [jhensel@stltitle.com](mailto:jhensel@stltitle.com)

File No: **5288STL**

Client File #:

Title Officer: Russ Pittman

Revision #: Original, Print Date: September 3, 2015

1. Effective Date: **August 04, 2015 at 8:00 am**

2. Policies to be issued:

(a) ALTA Owner's Policy (6/17/06):

Policy Amount:

Proposed Insured:

(b) ALTA Loan Policy (6/17/06):

Policy Amount:

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is:

**Fee Simple**

4. Title to the estate or interest in the land is at the Effective Date vested in:

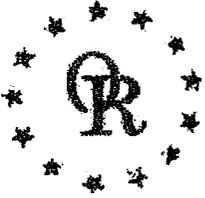
**All of the "Record Lot Owners" of all of the lots in the lands platted as River Bend Estates Addition Plat 1; River Bend Estates Addition Plat 2, River Bend Estates Additions Plat 3, River Bend Estates Addition Plat 4, River Bend Estates Addition Plat 5, and River Bend Estates Addition Plat 6, and any subsequent plats, as tenants in common.**

5. The land referred to in the Commitment is described as follows:

**SEE ATTACHED EXHIBIT "A"**

Countersigned  
St. Louis Title, LLC

By:



Issued By Old Republic National Title Insurance Company

## SCHEDULE B - SECTION I

### REQUIREMENTS

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. Real Estate Settlement Funds from both Purchasers and Lenders must be in the form of a Cashier's Check, Certified Check, Teller's Check or Wire Transfer.
6. All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.
7. **The legal description of the subject land appearing on Schedule A hereof is not a "record" legal description found on deeds in the recorded chain of title. The legal description of the subject land appearing on Schedule A hereof is not a "survey" legal description prepared by a licensed, registered land surveyor. The legal description of the subject land appearing on Schedule A hereof is prepared only for the purpose of issuing this informational report and for no other purpose. To any and all persons relying on this informational report, for whatever reason or reasons, the Company will not issue any commitment to insure or issue any policy to insure using the legal description appearing on Schedule A hereof. For an accurate legal description of the subject land, the subject land must be surveyed by a licensed and registered land surveyor.**
8. **The Company has reported that that title to the subject land is vested as appears on Schedule A hereof by operation of the following instruments:**
  - (a) **Restrictive Agreement of River Bend Estates Addition executed by Burton W. Duenke Building Company, a Missouri corporation, dated May 23, 1962 and recorded June 22, 1962 in Book 4846 page 88; see provision concerning Common Lands;**
  - (b) **General Warranty Deed executed by Burton W. Duenke Building Company, a Missouri corporation, grantor to Burton W. Duenke, et-al, Trustees, grantees, dated June 8, 1962 and recorded June 22, 1962 in Book 4846 page 96, containing a recital that 20 years from the date thereof title to the Common Lands shall**

vest in the then lot owners in equal shares;

(c) Amended Restrictive Agreement of River Bend Estates Additions 1, 2, 3, 4, 5, and 6 executed by the Trustees, executed July 12, 1990 and recorded July 13, 1990 in Book 8801 page 2470; and

(d) Amended and Restated Restrictive Agreement of River Bend Estates Additions 1, 2, 3, 4, 5, and 6 executed by the Trustees, dated March 29, 2005 and recorded April 8, 2005 in Book 16463 page 1857.

9. Judgments and liens against the "Record Lot Owners" as shown on Schedule A hereof are not examined.

10. The foregoing information is furnished strictly with the understanding that such information has been taken from the public record without a complete examination of instruments that purport to affect the subject real property and therefore, St. Louis Title, LLC assumes no liability as to the accuracy or completeness of such information.

St. Louis Title, LLC shall have no liability for this report unless the invoice for this report is paid in full within 30 days of the invoice date.

St. Louis Title, LLC's liability for this report is limited to \$1,000.00. There is no liability assumed for items not indexed properly in the public records or other data bases on which St. Louis Title, LLC relies or for matters that would be disclosed by an accurate survey or inspection of the property. This report and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the property in question, and no liability is assumed for any discrepancies resulting therefrom.

This report is prepared by St. Louis Title, LLC as an accommodation and does not represent a Commitment to insure title or an abstract of title. Further, the report is not an opinion as to the marketability of title to the subject premises and should not be considered providing legal advice.

11. This Commitment is not to be construed either as an abstract of title, a report of the condition of title or an opinion as to marketability of title.

2015 Assessed Valuation	Exempt
2015 Assessed Valuation	Exempt
2014 County Rate	Exempt
2014 City Rate	Exempt
Locator Number	16Q530221 (1.08 acres)
Address	178 River Valley Drive

Note:

Senate Bill 66, which became effective January 1, 2008, requires the issuance of Closing Protection Letters (CPL's), one to the Seller and one to the Buyer/Lender, in every residential transaction where St. Louis Title, LLC is involved in the closing of the transaction.

According to the statute, the CPL is defined as a letter which shall "indemnify a buyer, lender or seller solely against losses not to exceed the amount of the settlement funds only because of the following acts of the title insurer's named issuing agency or title

agent: (a) Acts of theft of settlement funds or fraud with regard to settlement funds; and (b) Failure to comply with written closing instructions by the proposed insured when agreed to by the title agency or title agent relating to title insurance coverage." Each letter has a fee of \$25.00. You may waive this protection, but must do so in writing using a form acceptable to the underwriter and St. Louis Title, LLC.



Issued By Old Republic National Title Insurance Company

### SCHEDULE B - SECTION II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

#### STANDARD EXCEPTIONS

2.
  - a. Rights or claims of parties in possession not shown by the public records.
  - b. Easements or claims of easements, not shown by the public records.
  - c. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
  - d. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

#### SPECIAL EXCEPTIONS

3. All assessments and taxes for the year 2015 and all subsequent years levied by the County of St. Louis and the City of Chesterfield.
4. Covenants, conditions, and restrictions contained in the Amended and Restated Restrictive Agreement for River Bend Estates Additions 1, 2, 3, 4, 5, and 6 (East Side), dated March 7, 2005 and recorded in Book 16463 page 1857, including a provision for subdivision assessments.
5. Subdivision assessments, if any.
6. Easement awarded to St. Louis County Water Company, by the Order rendered in the Circuit Court of St. Louis County, Missouri, under Cause No. 270350. A certified copy of the Report of Commissioner's is recorded in Book 5964 page 123.
7. Easement granted to St. Louis County, Missouri, by the instrument recorded in Book 7506 page 1773.

NP  
Searched: Metro

## Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured names in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All Liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A

Issued through the Office of  
St. Louis Title, LLC

7701 Forsyth Blvd.  
Suite 200  
Clayton, MO 63105

OLD REPUBLIC NATIONAL TITLE INSURANCE  
COMPANY  
A Stock Company  
400 Second Avenue, Minneapolis Minnesota  
(612) 371-1111

A handwritten signature in dark ink, appearing to read 'Dorothy [unclear]', is written over a faint circular stamp or seal.

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith  
(a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.  
You may review a copy of the arbitration rules at: <http://www.alta.org/>.

**St. Louis Title, LLC**  
**PRIVACY POLICY NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this privacy notice to help you understand how we handle the personal information about you that we collect and may disclose. The provisions of this notice will apply to former customers as well as current customers unless we state otherwise.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

## **LEGISLATION**

- A. BILL NO. 3076 – AN ORDINANCE REPEALING ORDINANCE NO. 6 RELATING TO THE APPOINTMENT OF OFFICERS OF THE CITY, AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, ADDING THE OFFICE OF CITY PROSECUTOR AND PERMITTING THE APPOINTMENT OF SPECIAL COUNSEL FOR THE CITY. (FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**
- B. BILL NO. 3077 – AN ORDINANCE REPEALING ORDINANCE NO. 17, RELATING TO THE LAW DEPARTMENT OF THE CITY, AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, INCLUDING PROVISION ESTABLISHING THE QUALIFICATIONS FOR THE OFFICES OF CITY ATTORNEY AND CITY PROSECUTOR AND SPECIFYING THEIR FUNCTIONS. (FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**
- C. BILL NO 3078 – AN ORDINANCE REPEALING ORDINANCE NO. 93 RELATING TO THE MUNICIPAL COURT OF THE CITY OF CHESTERFIELD, AND ENACTING NEW AMENDED ORDINANCE PROVISIONS IN ITS PLACE, INCLUDING PROVISIONS ESTABLISHING THE QUALIFICATIONS OF THE OFFICE OF MUNICIPAL JUDGE. (FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**
- D. BILL NO. 3079 – AN ORDINANCE AMENDING SCHEDULE IX PARKING RESTRICTIONS OF SECTION 300 OF THE CITY OF CHESTERFIELD CODE OF ORDINANCES BY ADDING PROVISIONS THERETO TO RESTRICT PARKING ON RIVER VALLEY DRIVE. (FIRST READING)**
- E. BILL NO. 3082 - AN ORDINANCE AMENDING ORDINANCE 7 PERTAINING TO THE MAYOR’S OBLIGATION TO PERFORM THE CITY ADMINISTRATOR’S DUTIES. (FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**
- F. BILL NO. 3083 - AN ORDINANCE AMENDING ORDINANCE 8 AND SECTIONS 2-74, 2-80 OF THE CITY CODE PERTAINING TO THE CITY ADMINISTRATOR’S DUTIES AND AUTHORITY. (FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**
- G. BILL NO. 3084 - AN ORDINANCE AMENDING ORDINANCE 505 AND SECTION 2-5 OF THE CITY CODE PERTAINING TO NOTICE OF LIABILITY CLAIMS. (FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**
- H. BILL NO. 3085 - AN ORDINANCE AMENDING ORDINANCE 11 AND SECTION 2-29 OF THE CITY CODE PERTAINING TO DUTIES AND POWERS OF THE MAYOR AND CITY COUNCIL. (FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

- I. BILL NO. 3086 - AN ORDINANCE AMENDING ORDINANCE 12, ORDINANCE 528 AND SECTION 2-47 OF THE CITY CODE PERTAINING TO SCHEDULING OF REGULAR MEETINGS OF CITY COUNCIL. (FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**
- J. BILL NO. 3087 - AN ORDINANCE AMENDING ORDINANCE 12 AND SECTION 2-50 OF THE CITY CODE PERTAINING TO RULES OF PROCEDURE FOR THE MAYOR AND CITY COUNCIL. (FIRST READING; FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**
- K. BILL NO. 3088 - AN ORDINANCE AMENDING ORDINANCE 8 AND SECTION 2-82 OF THE CITY CODE PERTAINING TO THE APPOINTMENT OF THE CITY ADMINISTRATOR DURING TEMPORARY ABSENCES. (FIRST READING)**
- L. BILL NO. 3089 - AN ORDINANCE AMENDING SECTION 2-91 OF THE CITY CODE PERTAINING TO THE APPOINTMENT OF THE CITY CLERK. (FIRST READING)**
- M. BILL NO. 3090 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI, AUTHORIZING AND DIRECTING THE IMPROVEMENTS TO BE MADE WITHIN THE BROADMOOR CONDOMINIUMS NEIGHBORHOOD IMPROVEMENT DISTRICT, AUTHORIZING THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI, TO OBTAIN FINANCING THEREFOR, AND OTHER ACTIONS IN CONNECTION THEREWITH (FIRST READING)**
- N. BILL NO. 3091 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE A CONTRACT WITH MICHAEL GEISEL AND RAY JOHNSON AS INTERIM CO-CITY ADMINISTRATORS (CITY ATTORNEY RECOMMENDS SUSPENDING THE RULES FOR FIRST AND SECOND READINGS)**

BILL NO. 3076

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

AN ORDINANCE REPEALING ORDINANCE NO. 6, RELATING TO THE APPOINTMENT OF OFFICERS OF THE CITY, AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, ADDING THE OFFICE OF CITY PROSECUTOR AND PERMITTING THE APPOINTMENT OF SPECIAL COUNSEL FOR THE CITY

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

Section A. Ordinance No. 6, passed and approved on June 1, 1988, is repealed and new, amended Ordinance provisions enacted in its place, to read as follows:

Section 1. Pursuant to Section 77.370 of the Missouri Revised Statutes, as amended, the following City Officials shall be appointed:

Municipal Judge,  
City Attorney,  
City Prosecutor,  
Assessor,  
Collector,  
Treasurer.

Section 2. The City Council, or the Mayor with the advice and consent of the City Council, may also appoint and retain special legal counsel to advise or represent the City on particular matters.

Section 3. The term of appointment for each such City Official shall not exceed four (4) years. Each such City Official may be removed from office prior to the expiration of his or her respective term by the Mayor and the City Council, in the manner provided by Section 77.340 of the Missouri Revised Statutes, as amended.

Section 4. This Ordinance shall be in force and effect from and after its passage and approval.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

First Reading Held: \_\_\_\_\_

AN ORDINANCE REPEALING ORDINANCE NO. 17, RELATING TO THE LAW DEPARTMENT OF THE CITY, AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, INCLUDING PROVISIONS ESTABLISHING THE QUALIFICATIONS FOR THE OFFICES OF CITY ATTORNEY AND CITY PROSECUTOR AND SPECIFYING THEIR FUNCTIONS

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

Section A. Ordinance No. 17, passed and approved on June 1, 1988, is repealed and new, amended Ordinance provisions enacted in its place, to read as follows:

Section 1. Department Created. There is hereby created the Law Department which shall consist of the office of City Attorney and the office of City Prosecutor.

Section 2. Functions. It shall be the function of the Law Department to prosecute or defend any and all suits or actions at law or equity to which the City may be a party or in which it may be interested, to provide legal advice and consultation to all elected and appointed City Officials, and to prosecute all alleged violations of the traffic Ordinances of the City and such other violations of the codes and Ordinances of the City as the City Council may authorize.

Section 3. City Attorney and City Prosecutor -- Appointment, Qualifications and Removal. The offices of City Attorney and City Prosecutor shall be filled by appointment made by the Mayor with the consent and approval of the City Council, as provided by Sections 77.330 and 77.370 of the Missouri Revised Statutes, as amended. The City Attorney shall meet the qualifications required for the office by Section 77.370 of the Missouri Revised Statutes, as amended, and both the City Attorney and the City Prosecutor shall possess the following qualifications before taking office and at all times while in office: (1) each must be a licensed attorney qualified and in good standing to practice law within the State of Missouri; (2) each must be a resident of the State of Missouri, but need not reside within the City of Chesterfield; and (3) each must be at least twenty-one (21) years of age. Such appointments shall be for a term which shall not exceed four (4) years, provided that each such City Official may be removed from office prior to the expiration of his or her respective term by the Mayor and the City Council, in the manner provided by Section 77.340 of the Missouri Revised Statutes, as amended. The City Council, or the Mayor with the advice and consent of the City Council, may also appoint and retain special legal counsel to advise or represent the City on particular matters.

Section 4. City Attorney and City Prosecutor as Part-Time Positions. The City Attorney and the City Prosecutor are each to be considered as holding part-time positions and, as such, may accept other employment, except to the extent provided by law and in this Section 4. They each (a) may serve as a City Attorney, Municipal Judge, or City Prosecutor in another municipality, but (b) may not hold any other elected or appointed office within the City Government of the City of Chesterfield, and (c) may not enter their appearance as defense counsel of record in any criminal, traffic or infraction proceeding pending in any municipal court or court

of record in St. Louis County, Missouri, provided that, to the extent otherwise permitted by law, (i) the individuals currently serving in the offices of City Attorney and City Prosecutor at the time of enactment of this Ordinance shall be exempted from this prohibition, and (ii) this prohibition shall not apply to other members of the City Attorney's or City Prosecutor's law firm, if any.

Section 5. Duties of City Attorney. The City Attorney shall prosecute or defend any and all suits or actions at law or equity to which the City may be a party or in which it may be interested, or which may be brought against or by any officer of the City on behalf of the City or in the capacity of such persons as an officer of the City; provided, however, that the City Prosecutor shall prosecute all violations of traffic Ordinances of the City and such other violations of City Ordinances as the Council may provide; and further provided, nothing contained in this Section shall be deemed to preclude the defense of actions seeking to assess a monetary liability against the City by counsel selected and retained by the insurance carrier of the City, or to request that the City Attorney prosecute or defend any particular suit or action at law or in equity referred to in this Section.

(A) Advice. The City Attorney shall be the principal legal advisor of the City and shall render advice on all legal questions affecting the City whenever requested to do so by any City officer. Upon request by the Mayor and Council he shall reduce any such opinion to writing.

(B) Judgments. It shall be the duty of the City Attorney to see to the full enforcement of all judgments or decrees entered in favor of the City and all similar interlocutory orders.

(C) Special Assessments. It shall be the duty of the City Attorney to see to the completion of all special assessment proceedings and condemnation proceedings.

(D) Legal Questions Affecting the City. It shall be the duty of the City Attorney to render advice on legal questions affecting the City and to prepare Ordinances, Resolutions, and other legal instruments whenever requested and to provide such other legal counsel and services as the Mayor or Council may from time to time specify.

(E) Approval of Legislation and Contracts as to Legal Form. The City Attorney shall approve all Contracts, Ordinances and Resolutions of the City as to legal form prior to their passage and approval.

Section 6. Duties of City Prosecutor. It shall be the duty of the City Prosecutor to prosecute all violations of the traffic Ordinances of the City and such other violations of the Codes and Ordinances of the City as the Council may authorize or direct, before either the Municipal Judge or any other judge of a court of record hearing matters involving violation of the City's Ordinances.

Section 7.     Approval of Surety Bonds. All bonds required by law or ordinance to be submitted to and approved by the City Council shall first be submitted to the City Attorney who shall examine said bonds. If in his judgment the bonds are properly drawn and are legal and binding obligations, he shall endorse the same with his approval; if they are not, he shall endorse his disapproval thereon together with his reason therefor.

Section 8.     Compensation. The City Attorney and the City Prosecutor shall be compensated either on an annual-retainer basis or on a per-hour-of-work or other basis, whichever is mutually agreed to by each such Officer and the City Council, consistently with Section 77.440 of the Missouri Revised Statutes, as amended.

Section 9.     Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase or this Ordinance shall, for any reason, be held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of the Ordinance, but they shall remain in effect, it being the legislative intent of the City Council that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 10.    This Ordinance shall be in force and effect from and after its passage and approval.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

First Reading Held: \_\_\_\_\_

AN ORDINANCE REPEALING ORDINANCE NO. 93, RELATING TO THE MUNICIPAL COURT OF THE CITY OF CHESTERFIELD, AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, INCLUDING PROVISIONS ESTABLISHING THE QUALIFICATIONS OF THE OFFICE OF MUNICIPAL JUDGE

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

Section A. Ordinance No. 93, passed and approved on June 1, 1988, is repealed and new, amended Ordinance provisions enacted in its place, to read as follows:

Section 1. Municipal Court Established; Composition. There is hereby established a Municipal Court, as authorized by the provisions of Chapter 479 of the Missouri Revised Statutes, as amended. The Municipal Court shall consist of a Municipal Judge, Court Clerk, Deputy Court Clerk and such other nonjudicial personnel as may be required for the proper functioning of the Municipal Court, and the City shall provide a suitable courtroom in which to hold court.

Section 2. Functions. The Municipal Court shall be responsible for the regular hearing and determination of municipal Ordinance violation cases of the City of Chesterfield, over which it shall have original jurisdiction, and shall be operated in accordance with the applicable rules of the Supreme Court of Missouri and of the Circuit Court of St. Louis County, Missouri.

Section 3. Duties, Qualifications, Status and Powers of Municipal Judge.

A. The Municipal Judge shall be a conservator of the peace. The Municipal Judge shall keep (1) a docket in which there shall be entered every case commenced before the Municipal Court and the records of all proceedings therein, and (2) such other records as may be required by law. Such docket and records shall be deemed records of the Circuit Court of St. Louis County.

B. The Municipal Judge shall administer oaths and enforce due obedience to all orders, rules and judgments made by the Municipal Court, and to the extent permitted by law may fine or imprison for contempt committed before such Municipal Judge while holding court, in the same manner and to the same extent as a Circuit Judge.

C. The Municipal Judge shall possess such qualifications before taking office and at all times while in office as are required by law, including the qualifications that the Municipal Judge (1) must be a licensed attorney qualified and in good standing to practice law within the State of Missouri;

(2) must be a resident of the State of Missouri, but need not reside within the City of Chesterfield; and (3) must be at least twenty-one (21) years of age.  
D. The Municipal Judge is to be considered as holding a part-time position and, as such, may accept other employment, except to the extent provided by law and in this Section 3(C). The Municipal Judge (a) may serve as a City Attorney, Municipal Judge, or City Prosecutor in another municipality, but (b) may not hold any other elected or appointed office within the City Government of the City of Chesterfield, and (c) may not enter an appearance as defense counsel of record in any criminal, traffic or infraction proceeding pending in any municipal court or court of record in St. Louis County, Missouri, provided that, to the extent otherwise permitted by law, (i) the individual currently serving in the office of Municipal Judge at the time of enactment of this Ordinance shall be exempted from this prohibition, and (ii) this prohibition shall not apply to other members of the Municipal Judge's law firm, if any.

Section 4. Court Schedule. The Municipal Court shall be convened at least two (2) times each month and at such other times as the Municipal Judge may direct.

Section 5. This Ordinance shall be in force and effect from and after its passage and approval.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

First Reading Held: \_\_\_\_\_

BILL NO. 3079

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

**AN ORDINANCE AMENDING SCHEDULE IX PARKING RESTRICTIONS OF SECTION 300 OF THE CITY OF CHESTERFIELD CODE OF ORDINANCES BY ADDING PROVISIONS THERETO TO RESTRICT PARKING ON RIVER VALLEY DRIVE.**

**WHEREAS**, The City of Chesterfield will be closing River Valley Drive to through traffic by constructing a gate and a cul-de-sac; and

**WHEREAS**, parking vehicles in this area could prohibit emergency access through the gate and a sufficient turning radius within the cul-de-sac.

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

Section 1. Schedule IX: Parking Restrictions of Section 300 of the Code of the City of Chesterfield is hereby amended by adding provisions thereto as follows:

Part of Road or Street Where Parking is Regulated	Parking Restrictions
River Valley Drive, both sides, from Ridgecrest Drive to the northern City Limits	No parking anytime

Section 3. In all other respects, Section 300 is in full force and effect.

Section 4. This ordinance shall be in full force and effect from and after its passage and

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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

**DATE:** March 14, 2016

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

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

**RE:** River Valley Drive Closure



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As directed by City Council, in May of 2015 Public Services Staff provided a report detailing the impacts of the closure and / or vacation of River Valley Drive and Hog Hollow Road. This report was generated in response to the potential development of the Howard Bend area within the City of Maryland Heights. At that time City Council directed City Staff to prepare plans and a cost estimate for the closure of River Valley Drive. As you may recall, the City Attorney reviewed this matter and advised that a closure could be effected so long as the closure was constructed in conformance with City road standards and the public impacts were thoroughly considered.

In November of 2015 City Staff submitted plans and an estimate for the closure of River Valley Drive to the Planning and Public Works Committee. Those plans and estimate were reviewed by the Committee and recommended for approval to City Council, who unanimously authorized Staff to create a bid package. Bids for the River Valley Drive Closure Project were opened on March 8, 2016, as detailed in the attached memorandum from Civil Engineer Chris Krueger. City Staff recommends that this project be awarded to Krupp Construction in the amount of \$155,000, which includes the low bid amount of \$140,281.55 and a modest contingency. The City has contracted with Krupp Construction previously and they have performed satisfactory.

Area residents have expressed concerns about motorists parking on the new cul-de-sac. To alleviate these concerns and to ensure sufficient space for motorists to turn around using the cul-de-sac, City Staff is recommending the passage of the attached ordinance which would restrict parking on both sides of River Valley Drive from the City Limits to a point 160 feet south of the gate including the cul-de-sac.

✓ MGH  
3/15/16

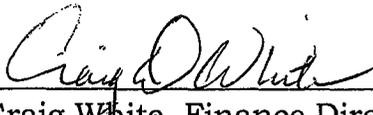
The River Bend Association is proposing a memorial to former Councilmember Nancy Greenwood which will be in the form of a bronze plaque. An initial proof of the proposed plaque is attached. The shape and size of the text are generic and may change slightly. The River Bend Association is providing the memorial plaque at no cost to the City.

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**Action Recommended**

I request and recommend that this matter be forwarded to City Council for consideration of approval of an agreement with Krupp Construction and the attached ordinance restricting parking on River Valley Drive. Should Council concur with this recommendation it should approve the attached ordinance and authorize the City Administrator to execute the necessary contract documents with Krupp Construction. Additionally, City Council should authorize the transfer of \$155,000 from General Fund – Fund Reserves above the forty percent policy to account 120-079-5490.

Concurrence:

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

Cc: Michael O. Geisel, Director of Public Services

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**AN ORDINANCE AMENDING ORDINANCE 7 PERTAINING TO THE MAYOR'S OBLIGATION TO PERFORM THE CITY ADMINISTRATOR'S DUTIES.**

**WHEREAS**, The City Council of the City of Chesterfield sought to identify differences in the Chesterfield Code when compared to Ordinance 7, Ordinance 8, and Ordinance 11; and

**WHEREAS**, The Finance and Administration Committee of City Council reviewed identified differences and have made recommendations to reconcile the Code and Ordinances to provide clarity and consistency; and

**WHEREAS**, Ordinance 7, was passed and approved by the City Council on June 1<sup>st</sup>, 1988; and

**WHEREAS**, Section 9 of Ordinance 7 requires the Mayor to perform the duties of the City Administrator during any period in which the City is without a City Administrator or City Administrator Pro tem; and

**WHEREAS**, the City of Chesterfield passed and approved Ordinance 398 on February 5<sup>th</sup>, 1990, which provided for the adoption and enactment of a new Code for the City of Chesterfield, providing for the repeal of certain Ordinances therein; providing a penalty for the violation thereof; providing for the manner of amending such Code; and providing when such Code and Ordinance would become effective; and

**WHEREAS**, the adopted Code did not incorporate the specific provisions of Ordinance 7, Section 9; and

**WHEREAS**, Missouri Revised Statutes, RSMo 77.450 provides guidance for temporary appointments.

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

**Section 1.**

Section 7 of Ordinance #9 which is copied below for reference, is hereby deleted in its entirety.

***(To be deleted) Ordinance #7, Section 9. During any period in which the City of Chesterfield is without a City Administrator or City Administrator pro tem, the Mayor shall have the responsibility to perform the City Administrator's duties.***

**Section 2.**

All other sections and provisions of Ordinance #9 are unchanged.

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

Passed and approved by the City Council of the City of Chesterfield, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**Bob Nation, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Vickie Hass, CITY CLERK**

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

**AN ORDINANCE AMENDING ORDINANCE 8 AND SECTIONS 2-74, 2-80 OF THE CITY CODE PERTAINING TO THE CITY ADMINISTRATORS DUTIES AND AUTHORITY.**

**WHEREAS**, The City Council of the City of Chesterfield sought to identify differences in the Chesterfield Code when compared to Ordinance 7, Ordinance 8, and Ordinance 11; and

**WHEREAS**, The Finance and Administration Committee of City Council reviewed identified differences and have made recommendations to reconcile the Code and Ordinances to provide clarity and consistency; and

**WHEREAS**, Ordinance 8, was passed and approved by the City Council on June 1<sup>st</sup>, 1988; and

**WHEREAS**, the City of Chesterfield passed and approved Ordinance 398 on February 5<sup>th</sup>, 1990, which provided for the adoption and enactment of a new Code for the City of Chesterfield, providing for the repeal of certain Ordinances therein; providing a penalty for the violation thereof; providing for the manner of amending such Code; and providing when such Code and Ordinance would become effective; and

**WHEREAS**, Section 2-74 of the adopted Code differs from Ordinance 8, Section 9; and

**WHEREAS**, The City Council desires to reconcile the City Code with Ordinance #8 and provide for clear understanding.

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

**Section 1.**

Ordinance 8, Section 9 is hereby deleted and replaced to read as follows:

***Section 9 Duties and Authority.** The City Administrator shall be the **Chief Administrative Officer of the City and shall serve as the Chief Administrative Assistant to the Mayor.** He shall be responsible for the administration and management of the business and employees of the City subject to the direction and supervision of the Mayor and City Council. To that end, he shall have the following duties and powers:*

(A) *General administrative.*

(1) *Carry out all lawful policies established by the Mayor and City Council.*

- (2) *Establish short and long-range goals for the City with the approval of the Mayor and City Council.*
- (3) *Develop a plan of organization to establish areas of responsibility, lines of authority and formal channels of communication for approval by the Mayor and City Council.*
- (4) *Provide for the maintenance of the physical property and equipment of the City; meet operation conditions in compliance with applicable federal, state and local legal requirements.*
- (5) *Provide for periodic reports to the Mayor and City Council on all aspects of the City's activities.*
- (6) *Provide for meaningful relationships and communications between the City and its residents.*
- (7) *Provide for an economic, efficient and safe delivery of supplies and services necessary in rendering efficient services to the City and its residents.*
- (8) *Provide for a sound, stable and realistically economical insurance and bonding program for all aspects of City liability and risk.*
- (9) *Supervise the operational activities of all City Departments.*
- (10) *Coordinate the activities of all Departments, Agencies and Offices.*
- (11) *Prescribe such rules and regulations as are necessary for the conduct of the City's Departments, Agencies and Offices, and revoke, suspend or amend any rule or regulation of any City Department, Agency or Office.*
- (12) *Be accountable to the Mayor and City Council for any actions taken when requested to do so, and at all times be subject to the **direction and** supervision of the Mayor and City Council.*
- (13) *Prepare and submit to the Mayor and City Council an annual statement of objectives which will specify goals and time tables consistent with objectives set forth by the Mayor and City Council.*
- (14) *Perform related duties as required by the Mayor and City Council not inconsistent with the statutes of the State of Missouri and the ordinances of the City of Chesterfield.*
- (B) *Budgetary. A plan for the fiscal solvency and security of the City, including the submission of a realistic annual budget which provides for a program of sound fiscal management.*

(C) Committee liaison.

- (1) *Attend all meetings of the City Council and, as requested, meetings of all City Council committees.*
- (2) *Serve as liaison between the Mayor and City Council and the various Committees, Boards and Commissions of the City and their members.*

(D) Personnel.

- (1) *Recommend the establishment and maintenance of personnel programs employing sound personnel policies and practices which are internally consistent and externally competitive.*
- (2) *Promote the organization and continuing development of a competent City staff.*
- (3) *Design, prepare and submit for review and adoption by the City Council personnel procedures, position classifications and compensation schedules for employees covered in the City's personnel program.*
- (4) *Prescribe the functions and duties of officers and employees of the City not otherwise prescribed by any ordinance of the City of Chesterfield.*
- (5) *Appoint, promote or remove from service all officers, who are not elected to office, and employees of the City, except as otherwise provided by law or City ordinance; provided, however, that any person so removed from service may appeal his dismissal to the Mayor and City Council by giving notice in writing within ten (10) days following notification of dismissal. All such actions by the Administrator shall be based upon merit, qualifications or disqualifications of the officers or employees concerned without regard to his political beliefs or affiliations.*
- (6) *Establish such administrative rules and regulations, not inconsistent with law or established City policy, as may be necessary or proper for the efficient and economical conduct of the business of the City.*

(E) Financial.

- (1) *Supervise the collection and deposit of all taxes and revenues such as, but not limited to, sales, personal property, real estate, gasoline, cigarette and intangible taxes and road and bridge fund revenues, license and permit fees, federal revenue sharing funds and court fines.*
- (2) *Supervise in the manner prescribed by ordinance the purchase of all materials, supplies and equipment for which funds are provided in the budget or appropriated by the City Council.*

- (3) *Keep the Mayor and City Council advised of the financial condition and future needs of the City, including the anticipated financial impact of proposed ordinances and make such recommendations as he may deem appropriate.*
- (4) *Supervise the preparation of a monthly status report covering all departmental operations and City financial conditions.*
- (5) *Supervise and coordinate efforts on behalf of the City to obtain financial grants from any sources.*
- (6) *Keep fully advised of the financial condition and future financial needs of the City.*
- (7) *Serve as ex-officio Deputy Collector for the City and have and perform all of the authority, rights and duties of the Collector in the event of his refusal to do so, absence, illness or disability, but at no additional compensation therefor.*
- (F) *Press releases. The Administrator shall be responsible for keeping the public informed of the purposes and methods of the City government through all available news media.*
- (G) *Other duties. Perform such other duties as may be imposed upon him by the Mayor and City Council or by a contract of employment with the City.*

**Section 2.**

All other sections and provisions of Ordinance #8 are unchanged.

**Section 3.**

Chesterfield City Code Section 2-74 is deleted and replaced in like manner as Ordinance #8 Section 9 was replaced by text provided in Section 1 herein, to read as follows:

**Section 2-74 Duties and authority.**

*The City Administrator shall be the **Chief Administrative Officer of the City and shall serve as the Chief Administrative Assistant to the Mayor.** He shall be responsible for the administration and management of the business and employees of the City subject to the direction and supervision of the Mayor and City Council. To that end, he shall have the following duties and powers:*

**(1) General administrative.**

- (a) *Carry out all lawful policies established by the Mayor and City Council.*
- (b) *Establish short and long-range goals for the City with the approval of the Mayor and City Council.*
- (c) *Develop a plan of organization to establish areas of responsibility, lines of authority and formal channels of communication for approval by the Mayor and City Council.*

- (d) *Provide for the maintenance of the physical property and equipment of the City; meet operation conditions in compliance with applicable federal, state and local legal requirements.*
- (e) *Provide for periodic reports to the Mayor and City Council on all aspects of the City's activities.*
- (f) *Provide for meaningful relationships and communications between the City and its residents.*
- (g) *Provide for an economic, efficient and safe delivery of supplies and services necessary in rendering efficient services to the City and its residents.*
- (h) *Provide for a sound, stable and realistically economical insurance and bonding program for all aspects of City liability and risk.*
- (i) *Supervise the operational activities of all City Departments.*
- (j) *Coordinate the activities of all Departments, Agencies and Offices.*
- (k) *Prescribe such rules and regulations as are necessary for the conduct of the City's Departments, Agencies and Offices, and revoke, suspend or amend any rule or regulation of any City Department, Agency or Office.*
- (l) *Be accountable to the Mayor and City Council for any actions taken when requested to do so, and at all times be subject to the **direction and supervision** of the Mayor and City Council.*
- (m) *Prepare and submit to the Mayor and City Council an annual statement of objectives which will specify goals and time tables consistent with objectives set forth by the Mayor and City Council.*
- (n) *Perform related duties as required by the Mayor and City Council not inconsistent with the statutes of the State of Missouri and the ordinances of the City of Chesterfield.*
- (2) *Budgetary. A plan for the fiscal solvency and security of the City, including the submission of a realistic annual budget which provides for a program of sound fiscal management.*
- (3) *Committee liaison.*
- (a) *Attend all meetings of the City Council and, as requested, meetings of all City Council committees.*
- (b) *Serve as liaison between the Mayor and City Council and the various Committees, Boards and Commissions of the City and their members.*

(4) Personnel.

- (a) *Recommend the establishment and maintenance of personnel programs employing sound personnel policies and practices which are internally consistent and externally competitive.*
- (b) *Promote the organization and continuing development of a competent City staff.*
- (c) *Design, prepare and submit for review and adoption by the City Council personnel procedures, position classifications and compensation schedules for employees covered in the City's personnel program.*
- (d) *Prescribe the functions and duties of officers and employees of the City not otherwise prescribed by any ordinance of the City of Chesterfield.*
- (e) *Appoint, promote or remove from service all officers, who are not elected to office, and employees of the City, except as otherwise provided by law or City ordinance; provided, however, that any person so removed from service may appeal his dismissal to the Mayor and City Council by giving notice in writing within ten (10) days following notification of dismissal. All such actions by the Administrator shall be based upon merit, qualifications or disqualifications of the officers or employees concerned without regard to his political beliefs or affiliations.*
- (f) *Establish such administrative rules and regulations, not inconsistent with law or established City policy, as may be necessary or proper for the efficient and economical conduct of the business of the City.*

(5) Financial.

- (a) *Supervise the collection and deposit of all taxes and revenues such as, but not limited to, sales, personal property, real estate, gasoline, cigarette and intangible taxes and road and bridge fund revenues, license and permit fees, federal revenue sharing funds and court fines.*
- (b) *Supervise in the manner prescribed by ordinance the purchase of all materials, supplies and equipment for which funds are provided in the budget or appropriated by the City Council.*
- (c) *Keep the Mayor and City Council advised of the financial condition and future needs of the City, including the anticipated financial impact of proposed ordinances and make such recommendations as he may deem appropriate.*
- (d) *Supervise the preparation of a monthly status report covering all departmental operations and City financial conditions.*
- (e) *Supervise and coordinate efforts on behalf of the City to obtain financial grants from any sources.*

- (f) *Keep fully advised of the financial condition and future financial needs of the City.*
- (g) *Serve as ex-officio Deputy Collector for the City and have and perform all of the authority, rights and duties of the Collector in the event of his refusal to do so, absence, illness or disability, but at no additional compensation therefor.*
- (6) *Press releases. The Administrator shall be responsible for keeping the public informed of the purposes and methods of the City government through all available news media.*
- (7) *Other duties. Perform such other duties as may be imposed upon him by the Mayor and City Council or by a contract of employment with the City.*

**Section 4.**

Ordinance 8, Section 15 is hereby deleted and replaced to read as follows:

Section 15. Interference by City Councilmembers Prohibited; Exceptions.  
*No member of the City Council shall directly interfere with the conduct of any Department, Agency or Office or with the duties of employees subordinate to the Administrator. **Nothing herein is intended to limit communications between Elected Officials, the City Administrator, and Department Heads. However, no Elected Official is authorized or permitted to interfere with employees subordinate to the Administrator that would require substantial effort, investigation, creation of work product or otherwise cause staff to deviate from the execution of normal work processes or existing assignments. Any such request by an elected official should be directed to a standing committee of council for disposition.***

**Section 5.**

Chesterfield City Code Section 2-80 is deleted and replaced with the provisions of Section 4 herein, in like manner as Ordinance #8 Section 15 was replaced, to read as follows:

Section 2-80 Interference by City Councilmembers prohibited, exceptions.

*No member of the City Council shall directly interfere with the conduct of any Department, Agency or Office or with the duties of employees subordinate to the Administrator. **Nothing herein is intended to limit communications between Elected Officials, the City Administrator, and Department Heads. However, no Elected Official is authorized or permitted to interfere with employees subordinate to the Administrator that would require substantial effort, investigation, creation of work product or otherwise cause staff to deviate from the execution of normal work processes or existing assignments. Any such request by an elected official***

***should be directed to a standing committee of council for disposition.***

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

Passed and approved by the City Council of the City of Chesterfield, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**Bob Nation, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Vickie Hass, CITY CLERK**

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

**AN ORDINANCE AMENDING ORDINANCE 505 AND SECTION 2-5 OF THE CITY CODE PERTAINING TO NOTICE OF LIABILITY CLAIMS.**

**WHEREAS**, The City Council of the City of Chesterfield sought to identify Ordinances or City Code sections which may deviate from the provisions of the Missouri Revised Statutes; and

**WHEREAS**, The Finance and Administration Committee of City Council reviewed identified differences and have made recommendations to reconcile the Code and Ordinances to provide clarity and consistency; and

**WHEREAS**, Ordinance 505, was passed and approved by the City Council on October 1<sup>st</sup>, 1990 requires that notice be provided to the City Administrator; and

**WHEREAS**, Chesterfield City Code Section 2-5 requires that notice be provided to the City Administrator; and

**WHEREAS**, Chapter 77.600 RSMo 1986, referenced by Ordinance 505 requires that the specified notice be delivered to the Mayor; and

**WHEREAS**, The City Council desires to reconcile Ordinance 505 and the City Code with State Statutes.

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

**Section 1.**

Ordinance 505, Section 1 is hereby amended by removing the words City Administrator and replacing them with Mayor, to read as follows:

***Section 1.** In accordance with Chapter 77.600 RSMo 1986, no action shall be maintained against the City on account of any injuries growing out of any defect or unsafe condition of or on any bridge, boulevard, street, sidewalk or thoroughfare in the City, until notice shall first have been given in writing to the ~~City~~ **City Administrator Mayor and the City Administrator.***

**Section 2.**

All other sections and provisions of Ordinance 505 are unchanged.

Chesterfield City Code Section 2-5 (a) is hereby amended by removing the words City Administrator and replacing them with Mayor, to read as follows:

Sec. 2-5 Notice of claim prior to institution of suit for damages against the City

*(a) In accordance with Chapter 77.600 RSMo 1986, no action shall be maintained against the City on account of any injuries growing out of any defect or unsafe condition of or on any bridge, boulevard, street, sidewalk or thoroughfare in the City, until notice shall first have been given in writing to the **City Administrator Mayor and the City Administrator.***

**Section 4.**

All other sections and provisions of City Code Section 2-5(a) are unchanged.

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

Passed and approved by the City Council of the City of Chesterfield, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**Bob Nation, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Vickie Hass, CITY CLERK**

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

**AN ORDINANCE AMENDING ORDINANCE 11 AND SECTION 2-29 OF THE CITY CODE PERTAINING TO DUTIES AND POWERS OF THE MAYOR AND CITY COUNCIL.**

**WHEREAS**, The City Council of the City of Chesterfield sought to identify differences in the Chesterfield Code when compared to Ordinance 7, Ordinance 8, and Ordinance 11; and

**WHEREAS**, The Finance and Administration Committee of City Council reviewed identified differences and have made recommendations to reconcile the Code and Ordinances to provide clarity and consistency; and

**WHEREAS**, Ordinance 11, was passed and approved by the City Council on June 1<sup>st</sup>, 1988; and

**WHEREAS**, the City of Chesterfield passed and approved Ordinance 398 on February 5<sup>th</sup>, 1990, which provided for the adoption and enactment of a new Code for the City of Chesterfield, providing for the repeal of certain Ordinances therein; providing a penalty for the violation thereof; providing for the manner of amending such Code; and providing when such Code and Ordinance would become effective; and

**WHEREAS**, Section 2-29 of the adopted Code requires that the Mayor execute all contracts and legal documents; and

**WHEREAS**, The City Council has determined that the responsibility for execution of specific documents may be more appropriately designated dependent upon the type and content of said documents.

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

**Section 1.**

Ordinance 11, Section 3 is hereby amended by deleting the sentence "The Mayor shall execute on behalf of the City all contractual and legal documents approved by the City Council" to read as follows:

The Mayor shall be the chief executive officer of the City and shall be recognized as the official head of the City by the Governor for all legal purposes. The Mayor shall preside at all meetings of the City Council and all ceremonial occasions. ~~The Mayor shall execute on behalf of the City all contractual and legal documents approved by the City Council.~~

The Mayor shall preside over the City Council but shall not vote except in case of a tie in said Council, when he shall cast the deciding vote; but provided, however, that he shall have no such power to vote in cases when he is an interested party.

**Section 2.**

All other sections and provisions of Ordinance 11 are unchanged.

**Section 3.**

Chesterfield City Code Section 2-29 is hereby amended by deleting the sentence "The Mayor shall execute on behalf of the City all contractual and legal documents approved by the City Council" to read as follows:

Sec. 2-29 Duties and Powers

The Mayor shall be the chief executive officer of the City and shall be recognized as the official head of the City by the Governor for all legal purposes. The Mayor shall preside at all meetings of the City Council and all ceremonial occasions. ~~The Mayor shall execute on behalf of the City all contractual and legal documents approved by the City Council.~~ The Mayor shall preside over the City Council but shall not vote except in case of a tie in said Council, when he shall cast the deciding vote; but provided, however, that he shall have no such power to vote in cases when he is an interested party.

**Section 4.**

All other sections and provisions of City Code Section 2-29 are unchanged.

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

Passed and approved by the City Council of the City of Chesterfield, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**Bob Nation, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Vickie Hass, CITY CLERK**

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

**AN ORDINANCE AMENDING ORDINANCE 12, ORDINANCE 528 AND SECTION 2-47 OF THE CITY CODE PERTAINING TO SCHEDULING OF REGULAR MEETINGS OF CITY COUNCIL.**

**WHEREAS**, The City Council of the City of Chesterfield sought to identify Ordinances or City Code sections which may deviate from the provisions of the Missouri Revised Statutes; and

**WHEREAS**, The Finance and Administration Committee of City Council reviewed identified differences and have made recommendations to reconcile the Code and Ordinances to provide clarity and consistency; and

**WHEREAS**, Ordinance 12, was passed and approved by the City Council on June 1<sup>st</sup>, 1988 and Section 6 therein describes the schedule for regular meetings of City Council; and

**WHEREAS**, Ordinance 528, was passed and approved by the City Council on December 3<sup>rd</sup>, 1990 amended Ordinance 12 by changing the hour of the regular meetings of City Council; and

**WHEREAS**, Chesterfield City Code Section 2-47 includes the provisions of Ordinance 12 and Ordinance 528, which prescribe the schedule for regular meetings of City Council; and

**WHEREAS**, The City Council desires to reconcile the Ordinances and Code with City Council scheduling preferences.

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

**Section 1.**

Ordinance 12, Section 6 is hereby deleted and replaced to read as follows:

**Delete Existing Section 6.**

**Section 6.** The regular meeting of the City Council shall be on the First and Third Mondays of each month beginning at 7:30 p.m. and no notice of such regular meetings shall be required provided that if such meeting date should fall on a legal holiday or if there is no quorum present, the meeting shall be held on the following day at 7:30 p.m.. The meeting place of the Council shall be at the City Hall unless otherwise ordered by the Council.

**Replace with new Section 6**

***Section 6. Regular meetings of the Chesterfield City Council shall be on the First and Third Mondays of each month beginning at 7:00 p.m. The meeting place of the City Council shall be at the City Hall unless otherwise ordered by the City Council. The City Council may cancel or reschedule meetings if City Council determines it to be in the best interests of the general public. Notice for all meetings shall be provided in accordance with RSMo 610.***

**Section 2.**

In all other respects, the remaining provisions of Ordinance 12 are unchanged.

**Section 3.**

Ordinance 528 is repealed in its entirety

**Section 4.**

Chesterfield City Code Section 2-47 is deleted and replaced to read as follows:

**Delete**

**Section 2-47 Regular Meetings.**

The regular meeting of the City Council shall be on the first and third Mondays of each month beginning at 7:00 p.m. and no notice of such regular meetings shall be required provided that if such meeting date should fall on a legal holiday or if there is no quorum present, the meeting shall be held on the following day at 7:00 p.m. The meeting place of the Council shall be at the City Hall unless otherwise ordered by the Council.

**Replace with new Section 2-47**

**Section 2-47 Regular Meetings.**

***Regular meetings of the Chesterfield City Council shall be on the First and Third Mondays of each month beginning at 7:00 p.m. The meeting place of the City Council shall be at the City Hall unless otherwise ordered by the City Council. The City Council may cancel or reschedule meetings if City Council determines it to be in the best interests of the general public. Notice for all meetings shall be provided in accordance with RSMo 610.***

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

Passed and approved by the City Council of the City of Chesterfield, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**Bob Nation, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Vickie Hass, CITY CLERK**

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

**AN ORDINANCE AMENDING ORDINANCE 12 AND SECTION 2-50 OF THE CITY CODE PERTAINING TO RULES OF PROCEDURE FOR THE MAYOR AND CITY COUNCIL.**

**WHEREAS**, The City Council of the City of Chesterfield sought to identify Ordinances or City Code sections which may deviate from the provisions of the Missouri Revised Statutes; and

**WHEREAS**, The Finance and Administration Committee of City Council reviewed identified differences and have made recommendations to reconcile the Code and Ordinances to provide clarity and consistency; and

**WHEREAS**, Ordinance 12, was passed and approved by the City Council on June 1<sup>st</sup>, 1988 and Section 6 therein describes the schedule for regular meetings of City Council; and

**WHEREAS**, Chesterfield City Code Section 2-50 includes the provisions of Ordinance 12 Section 9, which prescribe the Rules of Procedure for the conduct of all meetings of the City Council; and

**WHEREAS**, The City Council desires to reconcile the Ordinances and Code with City Council procedures and practices.

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

**Section 1.**

Ordinance 12, Section 9 is hereby amended by deleting Rule 3 and re-numbering the subsequent rules as follows:

*The following rules of procedure shall govern the conduct of all meetings of the City Council, although these rules, other than those prescribed by statute, may be suspended at any time by the consent of a majority of the Council present at any meeting.*

*Rule 1. The Mayor shall decide all questions of order.*

*Rule 2. A member of Council discussing a question shall address the Mayor and no member of Council has the floor until recognized by the Mayor.*

**Delete Rule 3.**

~~**Rule 3.** A roll call vote of yeas and nays shall be taken and recorded on the journal of proceedings for all ordinances or propositions which create any liability against or obligation on the part of the City or for the expenditure or appropriation of its money, and in all other instances where request therefore is made by any member of Council.~~

**Rule 34.** All motions and amendments shall be reduced to writing at the request of the Mayor or any Councilman and shall be handed to the City Clerk, who shall read the same to the City Council.

**Rule 45.** No vote or action of the City Council shall be rescinded at any special meeting unless there be present at such meeting as many members of the Council as were present when such vote or action was taken.

**Rule 56.** All meetings of the Council shall be open to the public, except as to portions of such meetings from which the Council may, by majority vote of the members present and voting, exclude the public as permitted under the Sunshine Act as amended.

**Rule 67.** Any person in attendance at an executive session is honor-bound not to violate the confidentiality of the discussion taking place during the session, except as to any portions thereof which may clearly transgress the Sunshine Act.

**Rule 78.** The City Administrator shall set the agenda for each regular meeting and each special meeting, and shall make the same known to the Council and to the press as far in advance of such meeting as may be practicable, preferably two (2) days in advance of such meeting.

**Rule 89.** The general public shall be afforded an opportunity to address the Council during the portion of the order of business set aside for Communications and Petitions. Any person desiring to address the Council shall be required to identify himself, stating his home address or place of business, and to address his remarks to the Mayor. Councilmen desiring further information or comment from the speaker or from any other person in the audience should request the same through the Mayor. Protracted, repetitive, irrelevant or abusive remarks from the public may be closed off at any time by direction of the Mayor.

**Section 2.**

In all other respects, the remaining provisions of Ordinance 12 are unchanged.

**Section 3.**

Chesterfield City Code Section 2-50 is hereby amended by deleting Rule 3 and re-numbering the subsequent rules, in the identical way as Ordinance 12 Section 9 was amended in Section 1 of this ordinance:

*Section 2-50 Rules of procedure.*

*The following rules of procedure shall govern the conduct of all meetings of the City Council, although these rules, other than those prescribed by statute, may be suspended at any time by the consent of a majority of the Council present at any meeting.*

*Rule 1. The Mayor shall decide all questions of order.*

*Rule 2. A member of Council discussing a question shall address the Mayor and no member of Council has the floor until recognized by the Mayor.*

***Delete Rule 3.***

**~~*Rule 3. A roll call vote of yeas and nays shall be taken and recorded on the journal of proceedings for all ordinances or propositions which create any liability against or obligation on the part of the City or for the expenditure or appropriation of its money, and in all other instances where request therefore is made by any member of Council.*~~**

*Rule 34. All motions and amendments shall be reduced to writing at the request of the Mayor or any Councilman and shall be handed to the City Clerk, who shall read the same to the City Council.*

*Rule 45. No vote or action of the City Council shall be rescinded at any special meeting unless there be present at such meeting as many members of the Council as were present when such vote or action was taken.*

*Rule 56. All meetings of the Council shall be open to the public, except as to portions of such meetings from which the Council may, by majority vote of the members present and voting, exclude the public as permitted under the Sunshine Act as amended.*

*Rule ~~67~~. Any person in attendance at an executive session is honor-bound not to violate the confidentiality of the discussion taking place during the session, except as to any portions thereof which may clearly transgress the Sunshine Act.*

*Rule ~~78~~. The City Administrator shall set the agenda for each regular meeting and each special meeting, and shall make the same known to the Council and to the press as far in advance of such meeting as may be practicable, preferably two (2) days in advance of such meeting.*

*Rule ~~89~~. The general public shall be afforded an opportunity to address the Council during the portion of the order of business set aside for Communications and Petitions. Any person desiring to address the Council shall be required to identify himself, stating his home address or place of business, and to address his remarks to the Mayor. Councilmen desiring further information or comment from the speaker or from any other person in the audience should request the same through the Mayor. Protracted, repetitive, irrelevant or abusive remarks from the public may be closed off at any time by direction of the Mayor.*

**Section 4.** This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved by the City Council of the City of Chesterfield, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**Bob Nation, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Vickie Hass, CITY CLERK**

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

**AN ORDINANCE AMENDING ORDINANCE 8 AND SECTION 2-82 OF THE CITY CODE PERTAINING TO THE APPOINTMENT OF THE CITY ADMINISTRATOR DURING TEMPORARY ABSENCES.**

**WHEREAS**, The City Council of the City of Chesterfield sought to identify differences in the Chesterfield Code when compared to Ordinance 7, Ordinance 8, and Ordinance 11; and

**WHEREAS**, The Finance and Administration Committee of City Council reviewed identified differences and have made recommendations to reconcile the Code and Ordinances to provide clarity and consistency; and

**WHEREAS**, Ordinance 8, was passed and approved by the City Council on June 1<sup>st</sup>, 1988; and

**WHEREAS**, the City of Chesterfield passed and approved Ordinance 398 on February 5<sup>th</sup>, 1990, which provided for the adoption and enactment of a new Code for the City of Chesterfield, providing for the repeal of certain Ordinances therein; providing a penalty for the violation thereof; providing for the manner of amending such Code; and providing when such Code and Ordinance would become effective; and

**WHEREAS**, Section 2-82 of the adopted Code differs from Ordinance 8, Section 17 of Ordinance 8; and

**WHEREAS**, The City Council desires to reconcile the City Code with Ordinance #8 and provide for clear understanding.

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

**Section 1.**

Ordinance 8, Section 17 is hereby deleted and replaced to read as follows:

***Section 17 Administrator Pro-Tem.*** *In the event that the Administrator shall be absent due to illness, disability, vacation or for personal reasons, the City Administrator shall designate a City Employee to serve as temporary City Administrator who shall have and perform all of the powers, rights and duties of the Administrator during such absence, but the individual so designated shall receive no additional compensation therefor. In the event the duration of the absence is expected to exceed five (5) working days, the City Administrator's designate is subject to the consent of the Mayor.*

**Section 2.**

All other sections and provisions of Ordinance #8 are unchanged.

**Section 3.**

Chesterfield City Code Section 2-82 is deleted and replaced in like manner as Ordinance #8 Section 17 was replaced by text provided in Section 1 herein, to read as follows:

**Section 2-82 Administrator Pro-Tem.**

*In the event that the Administrator shall be absent due to illness, disability, vacation or for personal reasons, the City Administrator shall designate a **City Employee to serve as temporary City Administrator** who shall have and perform all of the powers, rights and duties of the Administrator during such absence, but the individual so designated shall receive no additional compensation therefor. **In the event the duration of the absence is expected to exceed five (5) working days, the City Administrator's designate is subject to the consent of the Mayor.***

**Section 4.** This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved by the City Council of the City of Chesterfield, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**Bob Nation, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Vickie Hass, CITY CLERK**

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

**AN ORDINANCE AMENDING SECTION 2-91 OF THE CITY CODE PERTAINING TO THE APPOINTMENT OF THE CITY CLERK.**

**WHEREAS**, The City Council of the City of Chesterfield sought to identify Ordinances or City Code sections which may deviate from the provisions of the Missouri Revised Statutes; and

**WHEREAS**, The Finance and Administration Committee of City Council reviewed identified differences and have made recommendations to reconcile the Code and Ordinances to provide clarity and consistency; and

**WHEREAS**, Ordinance 4 containing provisions related to the City Clerk and City Clerk's duties, was passed and approved by the City Council on June 1<sup>st</sup>, 1988; and

**WHEREAS**, Chesterfield City Code Section 2-91 contains provisions regarding the appointment, supervision and termination of the City Clerk; and

**WHEREAS**, RSMo 77.410 prescribe the statutory duties of the City Clerk, and

**WHEREAS**, The City Council desires to reconcile the City Code with City Council procedures and practices.

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

**Section 1.**

The existing Chesterfield City Code Section 2-91 is deleted and replaced.

**Delete the existing section**

**Section 2-91 Appointment**

The City Administrator shall appoint the City Clerk with the consent of the City Council. The term of the City Clerk shall continue from the date of appointment for an indefinite period of time not to exceed four (4) years or until his employment is terminated by the Mayor with the approval and consent of the City Council. Such termination shall not be effective until thirty (30) days' written notice thereof has been given to the City Clerk.

**Section 2.**

Chesterfield City Code Section 2-91 is replaced as follows:

**Replace with New section which reads as follows:**

**Section 2-91 Appointment**

The City Administrator shall appoint the City Clerk with the consent of the City Council. The term of the City Clerk shall continue from the date of appointment for an indefinite period of time not to exceed four (4) years. The City Clerk may be removed from office by the City Administrator with consent of the City Council.

**Section 3.**

Ordinance 4 is unchanged by this Ordinance.

**Section 4.** This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved by the City Council of the City of Chesterfield, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**Bob Nation, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Vickie Hass, CITY CLERK**

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI, AUTHORIZING AND DIRECTING THE IMPROVEMENTS TO BE MADE WITHIN THE BROADMOOR CONDOMINIUMS NEIGHBORHOOD IMPROVEMENT DISTRICT, AUTHORIZING THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI, TO OBTAIN FINANCING THEREFOR, AND OTHER ACTIONS IN CONNECTION THEREWITH**

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

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

**WHEREAS**, the City Council of the City has reviewed the Petition proposing the creation of the District for the purpose of revitalizing certain detention facilities within the boundaries of the proposed District and carrying out the Broadmoor Condominiums Neighborhood Improvement District Improvement Project (the “Improvements”); and

**WHEREAS**, on August 3, 2015, pursuant to Ordinance No. 2857, the City Council established the District and ordered plans and specifications for the Improvements to be prepared; and

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

**WHEREAS**, the plans and specifications have been filed with the City Clerk together with the estimated cost of the Improvements in the amount of \$1,515,000, which includes construction, organizational and administrative costs, and such plans and specifications and estimated cost of the Improvements are open for public inspection; and

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

**WHEREAS**, a proposed assessment roll (the “Assessment Roll”) was prepared and filed with the City April 21, 2016;

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

**WHEREAS**, on May 2, 2016, a duly noticed public hearing was heard before the City Council on the matters of the proposed Improvements and the proposed assessment roll;

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

Section 1. The plans and specifications for the Improvements providing for an estimated cost of \$1,515,000 are hereby determined to be final and complete and the improvements described therein are authorized and ordered to be made.

Section 2. The proposed assessment roll for the Improvements, a copy of which is attached hereto as Exhibit A, is hereby accepted.

Section 3. When the Improvements is completed, all of the finally determined costs of the Improvements shall be assessed against property within the District benefited by the improvements according to the method of assessment provided for in the Preliminary Resolution that determined the Improvements to be advisable. The final costs of the Improvements assessed against property owners shall not exceed the estimated cost of the Improvements stated in the Preliminary Resolution by more than 25%.

Section 4. The boundaries of the District to be assessed the costs of the Improvements are described on Exhibit B attached hereto. The District is located entirely within the City of Chesterfield, Missouri.

Section 5. It is hereby found and determined that the benefits to each property owner within the District exceed the cost of the Improvements that may be assessed on such property.

Section 6. The City is authorized to provide funding to finance the costs of the Improvements and to take all other actions necessary or desirable to complete and finance the Improvements. The Mayor, the City Clerk and the City Administrator are authorized and directed to take such actions as are necessary or desirable to effectuate the intent of this Ordinance.

Section 7. When construction of the Improvements is completed in accordance with the plans and specifications, the City shall compute the final costs of the Improvements and apportion all such costs among the real property within the District according to the method of assessment provided for in the Preliminary Resolution and the Petition and shall by ordinance assess the final cost of the Improvements, or the amount of obligations issued or to be issued, as special assessments against the property described in the assessment roll attached hereto as Exhibit A.

Section 8. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to take such further action and execute such other documents,

certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 9. This Ordinance shall be in full force and effect from and after its passage of the City Council and approval by the Mayor.

Passed and approved this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

(SEAL)

ATTEST:

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

**EXHIBIT A  
ASSESSMENT ROLL**

BROADMOOR CONDOS PROPERTY OWNERS  
NID ASSESSMENT ROLL

EXHIBIT A

	A	B	C	D	E	F	G	H
1	LOCATOR	PROP_ADD	PROP_ZIP	OWNER_NAME	OWN_ADD	OWN_CITY	OWN_STATE	OWN_ZIP
2	21R431567	2354 CLAYMOOR DR	63017	TEBBE JANE E	2354 CLAYMOOR DR	CHESTERFIELD	MO	63017
3	21R430843	15031 GREEN CIRCLE DR	63017	GOMEZ CESAR A & MARIE R H/W TRUSTEE	15031 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
4	21R430852	15073 GREEN CIRCLE DR	63017	SENCI PETER W & PIROSKA TRUSTEES	15073 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
5	21R430861	15069 GREEN CIRCLE DR	63017	STEVENS EDWARD & MELITA H/W	14547 TRAMORE DR	CHESTERFIELD	MO	63017
6	21R430870	15065 GREEN CIRCLE DR	63017	REED JOHN JR	15065 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
7	21R440909	2447 BROADMONT DR	63017	KOCH MARY H TRUSTEE	2447 BROADMONT DR	CHESTERFIELD	MO	63017
8	21R440918	2439 BROADMONT DR	63017	LOWE TIMOTHY J & JANET G H/W	2439 BROADMONT DR	CHESTERFIELD	MO	63017
9	21R441128	14948 BROADMONT DR	63017	ENGLAND REVOCABLE TRUST	14948 BROADMONT DR	CHESTERFIELD	MO	63017
10	21R431062	2387 GREEN CIRCLE CT	63017	KILLION HENRIETTA G	2387 GREEN CIRCLE CT	CHESTERFIELD	MO	63017
11	21R431154	15049 CLAYMOOR CT 7	63017	HARRELL MICHAEL W & MICHELLE L H/W	17618 LASIANDRA DR	CHESTERFIELD	MO	63005
12	21R431163	15049 CLAYMOOR CT 8	63017	POWELL LIVING TRUST	15049 CLAYMOOR CT # 8	CHESTERFIELD	MO	63017
13	21R440835	15038 CLAYMOOR CT 17	63017	CLOYD CATHERINE JOSEPHINE TRUSTEE ETAL	15038 CLAYMOOR CT	CHESTERFIELD	MO	63017
14	21R440844	15038 CLAYMOOR CT 18	63017	BARTON MARGARET R REVOCABLE LIVING TRUST	208 AMBRIDGE CT APT 302	CHESTERFIELD	MO	63017
15	21R440624	15022 CLAYMOOR CT 16	63017	WITTE RICHARD H TRUSTEE	15022 CLAYMOOR CT UNIT 16	CHESTERFIELD	MO	63017
16	21R440633	15022 CLAYMOOR CT 17	63017	GERBER JUDITH M TRUSTEE	15022 CLAYMOOR CT 17	CHESTERFIELD	MO	63017
17	21R440642	15022 CLAYMOOR CT 18	63017	D & H HOLDINGS LLC	8507 HERRINGTON CT	PEVELY	MO	63070
18	20R120167	2361 BROADMONT CT	63017	JORDAN CATHERINE J & THOMAS E W/H	2361 BROADMONT CT	CHESTERFIELD	MO	63017
19	21R430760	15046 CLAYMOOR CT 16	63017	FISHMAN MICHAEL L & DELENA JAMISON H/W	15046 CLAYMOOR CT # 16	CHESTERFIELD	MO	63017
20	20R120093	2415 BROADMONT DR	63017	BULTE RAYMOND H & JOYCE L H/W	2415 BROADMONT DR	CHESTERFIELD	MO	63017
21	20R120103	2411 BROADMONT DR	63017	KOENIG JERRY & LINDA H/W	2411 BROADMONT DR	CHESTERFIELD	MO	63017
22	20R120112	2407 BROADMONT DR	63017	RICHARDS JONATHAN B	P O BOX 6695	CHESTERFIELD	MO	63006
23	20R120121	2403 BROADMONT DR	63017	BELLO DOROTHY J	2403 BROADMONT DR	CHESTERFIELD	MO	63017
24	20R120130	2388 BROADMONT CT	63017	ZIERVOGEL MARY C TRUSTEE	2388 BROADMONT CT	CHESTERFIELD	MO	63017
25	20R120149	2408 BROADMONT DR	63017	BATTRAM GREGORY	2408 BROADMONT DR	CHESTERFIELD	MO	63017
26	21R430733	15046 CLAYMOOR CT 10	63017	MCCANCE GENEVA H	2134 TERRIMILL TER	CHESTERFIELD	MO	63017
27	21R430742	15046 CLAYMOOR CT 11	63017	P120612C	P O BOX 1409	JEFFERSON CITY	MO	65102
28	21R430751	15046 CLAYMOOR CT 12	63017	MOLDANE MERYLE G	15046 CLAYMOOR CT # 12	CHESTERFIELD	MO	63017
29	21R440770	15038 CLAYMOOR CT 11	63017	SCHOOLEY JOHN H SR TRUSTEE ETAL	15038 CLAYMOOR CT UNIT 11	CHESTERFIELD	MO	63017
30	21R440789	15038 CLAYMOOR CT 12	63017	MAURER DONNA	15038 CLAYMOOR CT # 12	CHESTERFIELD	MO	63017
31	21R440798	15038 CLAYMOOR CT 13	63017	GARTHE JOAN TRUSTEE	15038 CLAYMOOR CT 13	CHESTERFIELD	MO	63017
32	21R440808	15038 CLAYMOOR CT 14	63017	HELLER RANDALL L TRUST	15038 CLAYMOOR CT UNIT 14	CHESTERFIELD	MO	63017
33	21R440817	15038 CLAYMOOR CT 15	63017	HELLER RANDALL L JR ETAL	15038 CLAYMOOR CT UNIT 15	CHESTERFIELD	MO	63017
34	21R440826	15038 CLAYMOOR CT 16	63017	STRINKO GREGORY D TRUSTEE	15038 CLAYMOOR CT UNIT 16	CHESTERFIELD	MO	63017
35	21R441173	2452 CLAYMOOR DR	63017	DIBNER STEVEN & JULIA JANES H/W	2452 CLAYMOOR DR	CHESTERFIELD	MO	63017
36	21R440367	14991 BROADMONT DR	63017	BRILES RAYMOND & STRIFLER BRILES PAMELA	104 ROSEACRE LN	SAINT LOUIS	MO	63119
37	21R440376	14987 BROADMONT DR	63017	WOLTZEN E SIGRID & HERSCHEL E H/H TRUSTE	14987 BROADMONT DR	CHESTERFIELD	MO	63017
38	21R440385	14983 BROADMONT DR	63017	BROWN JULIE L	14983 BROADMONT DR	CHESTERFIELD	MO	63017
39	21R440394	14979 BROADMONT DR	63017	HOUSE DONALD L MADONNA M H/W	14979 BROADMONT DR	CHESTERFIELD	MO	63017
40	21R440404	14975 BROADMONT DR	63017	ORR EDWIN SCOTT & CHERYL LYNN TRUST	23 N EIGHTH ST SUITE 417	COLUMBIA	MO	65201
41	21R440413	14971 BROADMONT DR	63017	KONNEMAN LARRY D & JERRI D H/W	14971 BROADMONT DR	CHESTERFIELD	MO	63017
42	21R440422	14967 BROADMONT DR	63017	LEAHY VIRGIL P & GENEVIEVE L H/W TRUSTEE	14967 BROADMONT DR	CHESTERFIELD	MO	63017

BROADMOOR CONDOS PROPERTY OWNERS  
NID ASSESSMENT ROLL

EXHIBIT A

	A	B	C	D	E	F	G	H
1	LOCATOR	PROP_ADD	PROP_ZIP	OWNER_NAME	OWN_ADD	OWN_CITY	OWN_STATE	OWN_ZIP
43	21R431732	2387 CLAYMOOR DR	63017	GUNNING THOMAS E & JEFFALENE L H/W	2387 CLAYMOOR DR	CHESTERFIELD	MO	63017
44	20R110139	14975 GREEN CIRCLE DR	63017	WEITZEL STEVE ETAL	14975 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
45	21R431778	15009 CLAYMOOR CT 1	63017	FLYNN MICHAEL W ETAL J/T	1503 DIETRICH CHASE LN	BALLWIN	MO	63021
46	21R430889	15061 GREEN CIRCLE DR	63017	SCHNEIDER RUDY H	15061 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
47	21R430898	15094 GREEN CIRCLE DR	63017	WYNN JAMES P CAROL J H/W	15094 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
48	21R440440	14959 BROADMONT DR	63017	GRIFFIN JOHN J JR TRUSTEE	14959 BROADMONT DR	CHESTERFIELD	MO	63017
49	21R440459	14955 BROADMONT DR	63017	MARSCHKE DARRYL E	14955 BROADMONT DR	CHESTERFIELD	MO	63017
50	21R440477	15022 CLAYMOOR CT 1	63017	AMENDOLA MARGARET	15022 CLAYMOOR CT 1	CHESTERFIELD	MO	63017
51	21R430917	15080 GREEN CIRCLE DR	63017	ROBERT L & JANET E JONES TRUST THE	15080 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
52	21R430926	15084 GREEN CIRCLE DR	63017	HOWARD RAMONA G LIVING TRUST	15084 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
53	21R431622	2330 CLAYMOOR DR	63017	HOF STEPHANIE	2330 CLAYMOOR DR	CHESTERFIELD	MO	63017
54	21R431631	2316 CLAYMOOR DR	63017	ORTH ROBERT L & MARGOT J H/W TRS	1126 SAN MATEO DR	PUNTA GORDA	FL	33950
55	21R431640	2320 CLAYMOOR DR	63017	SHELKER CAROL JEAN REVOCABLE TRUST	2320 CLAYMOOR DR	CHESTERFIELD	MO	63017
56	21R431659	2302 CLAYMOOR DR	63017	LEONHARDT JACQUELINE J TRUSTEE	2302 CLAYMOOR DR	CHESTERFIELD	MO	63017
57	21R431668	2306 CLAYMOOR DR	63017	HORNER MICHELE D	2306 CLAYMOOR DR	CHESTERFIELD	MO	63017
58	21R431677	2310 CLAYMOOR DR	63017	BGB HOMES	2459 INDIAN TREE CIR	GLENCOE	MO	63038
59	21R430724	15046 CLAYMOOR CT 6	63017	MOCCIOLA MIMI J	15046 CLAYMOOR CT UNIT 6	CHESTERFIELD	MO	63017
60	20R110157	14967 GREEN CIRCLE DR	63017	BAKER THERESA M	14967 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
61	21R431026	2363 GREEN CIRCLE CT	63017	RESLER PAUL E MARION M H/W	2363 GREEN CIRCLE CT	CHESTERFIELD	MO	63017
62	21R431035	2379 GREEN CIRCLE CT	63017	HARRIS ELEANOR D	2379 GREEN CIRCLE CT	CHESTERFIELD	MO	63017
63	21R431044	2375 GREEN CIRCLE CT	63017	RUTLEDGE JAMES E JR & LINDA M H/W	2375 GREEN CIRCLE CT	CHESTERFIELD	MO	63017
64	21R431686	2369 CLAYMOOR DR	63017	STROOT FRANK & CLARA H/W	2369 CLAYMOOR DR	CHESTERFIELD	MO	63017
65	21R431695	2365 CLAYMOOR DR	63017	HUANG KEUILAN H	2365 CLAYMOOR DR	CHESTERFIELD	MO	63017
66	21R441146	2440 CLAYMOOR DR	63017	FLORA MARIA	2440 CLAYMOOR DR	CHESTERFIELD	MO	63017
67	21R441155	2444 CLAYMOOR DR	63017	ORLANDO JOSEPHSAMUEL TRUSTEE	2444 CLAYMOOR DR	CHESTERFIELD	MO	63017
68	21R441164	2448 CLAYMOOR DR	63017	TESSLER MICHAEL & ALICIA H/W	13523 WESTON PARK DR	SAINT LOUIS	MO	63131
69	20R110148	14971 GREEN CIRCLE DR	63017	BERTSCH PHILIP & LY BONG H/W	14971 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
70	20R110120	14979 GREEN CIRCLE DR	63017	GERBER SUSANNE J LIVING TRUST	14979 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
71	21R431576	2358 CLAYMOOR DR	63017	GARVIN AMELIA M TRUSTEE	2358 CLAYMOOR DR	CHESTERFIELD	MO	63017
72	21R431585	2362 CLAYMOOR DR	63017	KESSLER GERALD NATALIE S H/W TRUSTEES	2362 CLAYMOOR DR	CHESTERFIELD	MO	63017
73	21R431594	2338 CLAYMOOR DR	63017	SULZER ROGER J REVOC TRUST ETAL	2338 CLAYMOOR DR	CHESTERFIELD	MO	63017
74	21R431604	2342 CLAYMOOR DR	63017	BABU AJIT N & MADHU S H/W	2342 CLAYMOOR DR	CHESTERFIELD	MO	63017
75	21R431613	2326 CLAYMOOR DR	63017	PASEK FAMILY REVOCABLE LIVING TRUST	1032 CY ANN DR	CHESTERFIELD	MO	63017
76	21R430908	15090 GREEN CIRCLE DR	63017	PAPPAS STEPHANIE D	15090 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
77	21R441191	2428 CLAYMOOR DR	63017	WADDELL KRISTEN	2428 CLAYMOOR DR	CHESTERFIELD	MO	63017
78	21R441201	2432 CLAYMOOR DR	63017	BURTELOW MARIA TRUSTEE ETAL	1066 CAMARGO DR	BALLWIN	MO	63011
79	21R440927	2435 BROADMONT DR	63017	DOLAN PATRICK H TRUSTEE	PO BOX 410914	SAINT LOUIS	MO	63141
80	21R440936	2431 BROADMONT DR	63017	HEDLUND GLENN A & SHELLEY A H/W	2431 BROADMONT DR	CHESTERFIELD	MO	63017
81	21R440945	2427 BROADMONT DR	63017	SAEMISCH FREDERICK C BOBBETTE B TRS	2427 BROADMONT DR	CHESTERFIELD	MO	63017
82	21R440972	2416 CLAYMOOR DR	63017	JETER PHYLLIS J	2416 CLAYMOOR DR	CHESTERFIELD	MO	63017
83	20R120194	2377 BROADMONT CT	63017	PEREZ JULIO E ETAL J/T	2377 BROADMONT CT	CHESTERFIELD	MO	63017

BROADMOOR CONDOS PROPERTY OWNERS  
NID ASSESSMENT ROLL

EXHIBIT A

	A	B	C	D	E	F	G	H
1	LOCATOR	PROP_ADD	PROP_ZIP	OWNER_NAME	OWN_ADD	OWN_CITY	OWN_STATE	OWN_ZIP
84	21R430816	15055 GREEN CIRCLE DR	63017	DEISS RITA L	15055 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
85	21R430825	15051 GREEN CIRCLE DR	63017	PAAP HEIDI C	15051 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
86	21R431365	15021 CLAYMOOR CT 5	63017	SCHULER LEE J & JUDITH E H/W	15021 CLAYMOOR CT # 5	CHESTERFIELD	MO	63017
87	20R120204	2373 BROADMONT CT	63017	ROZIER FRANCESJANE TRUSTEE	2373 BROADMONT CT	CHESTERFIELD	MO	63017
88	20R120213	14943 GREEN CIRCLE DR	63017	MARTY KEITH A & DIANA J REVOCABLE LIVING	14943 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
89	20R120222	2393 BROADMONT CT	63017	KANE JANE ERICA	2393 BROADMONT CT	CHESTERFIELD	MO	63017
90	20R120231	2389 BROADMONT CT	63017	OAK INVESTMENT PARTNERS LTD	null	null	null	null
91	20R120240	2385 BROADMONT CT	63017	RUIZ LIVING TRUST C/O JOHN R RUIZ &	2385 BROADMONT CT	CHESTERFIELD	MO	63017
92	20R120259	2381 BROADMONT CT	63017	SPALDING ROBERT K PAULINE N H/W	2381 BROADMONT CT	CHESTERFIELD	MO	63017
93	21R440523	15022 CLAYMOOR CT 6	63017	BRAUN ANTHONY G TRUSTEE ETAL	15022 CLAYMOOR CT UNIT 6	CHESTERFIELD	MO	63017
94	21R440532	15022 CLAYMOOR CT 7	63017	REAL NORMA M LIVING TRUST	15022 CLAYMOOR CT 7	CHESTERFIELD	MO	63017
95	21R440541	15022 CLAYMOOR CT 8	63017	LUSSKY JOHN W & CAROL H/W	15022 CLAYMOOR CT APT 8	CHESTERFIELD	MO	63017
96	21R441210	14956 BROADMONT DR	63017	LEE CLAYTON F DARLA J H/W TRUSTEES	14956 BROADMONT DR	CHESTERFIELD	MO	63017
97	21R441229	14960 BROADMONT DR	63017	NEWMAN MORTON R & CHRIS R TRUST	14960 BROADMONT DR	CHESTERFIELD	MO	63017
98	21R431374	15021 CLAYMOOR CT	63017	ROCK VENTURES LLC	15021 CLAYMOOR CT UNIT 6	CHESTERFIELD	MO	63017
99	21R431228	15049 CLAYMOOR CT 14	63017	KASPERSKI PATRICIA ANNE	15049 CLAYMOOR CT # 14	CHESTERFIELD	MO	63017
100	21R431879	15009 CLAYMOOR CT 11	63017	JEFFRIES DEAN & BARBARA J HANEY H/W	15009 CLAYMOOR CT UNIT 11	CHESTERFIELD	MO	63017
101	21R431558	2350 CLAYMOOR DR	63017	OLIVER JANE W REVOCABLE TRUST	2350 CLAYMOOR DR	CHESTERFIELD	MO	63017
102	21R430953	15066 GREEN CIRCLE DR	63017	GEE MARY E REVOCABLE TRUST	15066 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
103	21R430962	2357 GREEN CIRCLE CT	63017	VESCOVO ROBERT E SR & JOELLA REVOCABLE	2357 GREEN CIRCLE CT	CHESTERFIELD	MO	63017
104	21R430971	2353 GREEN CIRCLE CT	63017	SSJ REVOCABLE LIVING TRUST THE	1886 WAYBRIDGE LN	FENTON	MO	63026
105	21R430980	2349 GREEN CIRCLE CT	63017	BECKER CYNTHIA L	2349 GREEN CIRCLE CT	CHESTERFIELD	MO	63017
106	21R431888	15009 CLAYMOOR CT 12	63017	BALDWIN GEORGE & JANICE H/W	15009 CLAYMOOR CT UNIT 12	CHESTERFIELD	MO	63017
107	21R431897	15009 CLAYMOOR CT 13	63017	SCHNEIDER MATTHEW W	15009 CLAYMOOR CT 13	CHESTERFIELD	MO	63017
108	21R431907	15009 CLAYMOOR CT 14	63017	LAROSE CHARLES G & LINDA D H/W	15009 CLAYMOOR CT # 14	CHESTERFIELD	MO	63017
109	21R431916	15009 CLAYMOOR CT 15	63017	CLEAR CAROLYN H	15009 CLAYMOOR CT UNIT 15	CHESTERFIELD	MO	63017
110	21R431925	15009 CLAYMOOR CT 16	63017	SCHUMAN STEPHEN	15009 CLAYMOOR CT 16	CHESTERFIELD	MO	63017
111	21R431934	15009 CLAYMOOR CT 17	63017	WARREN HAROLD L & LORRAINE H H/W	15009 CLAYMOOR CT # 17	CHESTERFIELD	MO	63017
112	21R431943	15009 CLAYMOOR CT 18	63017	WOLF JEAN P LIVING TRUST	15009 CLAYMOOR CT # 18	CHESTERFIELD	MO	63017
113	21R440880	14937 BROADMONT DR	63017	HERZOG PATRICIA M	14937 BROADMONT DR	CHESTERFIELD	MO	63017
114	21R440578	15022 CLAYMOOR CT 11	63017	MILLER EDWARD M SR KAREN K H/W	15022 CLAYMOOR CT 11	CHESTERFIELD	MO	63017
115	21R440615	15022 CLAYMOOR CT 15	63017	REESE DEBORAH J	15022 CLAYMOOR CT # 15	CHESTERFIELD	MO	63017
116	21R431796	15009 CLAYMOOR CT 3	63017	SHERMAN SUZANNE ETAL J/T	15009 CLAYMOOR CT # 3	CHESTERFIELD	MO	63017
117	21R431806	15009 CLAYMOOR CT 4	63017	SHAPIRO SYLVIA	15009 CLAYMOOR CT 4	CHESTERFIELD	MO	63017
118	21R431264	15049 CLAYMOOR CT 18	63017	FOUNTAIN SHARON & GLEN H/H	17308 TWIN RIDGE CT	SILVER SPRING	MD	20905
119	21R441054	15046 CLAYMOOR CT 14	63017	REZAK SARAJOAN TRUSTEE	15046 CLAYMOOR CT 14	CHESTERFIELD	MO	63017
120	21R441063	15046 CLAYMOOR CT 15	63017	WELDE CRAIG J & JENNIFER L H/W	15046 CLAYMOOR CT UNIT 15	CHESTERFIELD	MO	63017
121	21R441072	15046 CLAYMOOR CT 1	63017	YEWELL JUANITA L TRUSTEE	15046 CLAYMOOR CT 1	CHESTERFIELD	MO	63017
122	21R441081	15046 CLAYMOOR CT 2	63017	SIEVERS RICHARD H MARGARET M H/W TRUST	15046 CLAYMOOR CT 2	CHESTERFIELD	MO	63017
123	21R441090	15046 CLAYMOOR CT 3	63017	ZITO ROSALIE TRUSTEE ETAL	15046 CLAYMOOR CT 3	CHESTERFIELD	MO	63017
124	21R431860	15009 CLAYMOOR CT 10	63017	ARCHER DOLORES F	15009 CLAYMOOR CT 10	CHESTERFIELD	MO	63017

BROADMOOR CONDOS PROPERTY OWNERS  
NID ASSESSMENT ROLL

EXHIBIT A

	A	B	C	D	E	F	G	H
1	LOCATOR	PROP_ADD	PROP_ZIP	OWNER_NAME	OWN_ADD	OWN_CITY	OWN_STATE	OWN_ZIP
125	21R431145	15049 CLAYMOOR CT 6	63017	WILLIAM & BRENDA ERNST REVOC LIV TRUST	15049 CLAYMOOR CT UNIT 6	CHESTERFIELD	MO	63017
126	21R431237	15049 CLAYMOOR CT 15	63017	SWAN MARY LOUISE	600 MEDICAL DR	WENTZVILLE	MO	63385
127	21R431246	15049 CLAYMOOR CT 16	63017	WOLF PATRICIA A	15049 CLAYMOOR CT 16	CHESTERFIELD	MO	63017
128	21R431255	15049 CLAYMOOR CT 17	63017	YOUNGER DORIS L & HENRY W H/H	15049 CLAYMOOR CT # 17	CHESTERFIELD	MO	63017
129	20R120268	14955 GREEN CIRCLE DR	63017	THOMPSON GORDON C MARËTA G H/W	14955 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
130	20R120277	14951 GREEN CIRCLE DR	63017	FIELDS SUSAN L	14951 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
131	21R441100	14940 BROADMONT DR	63017	MENDELSONH MORTON D LEANORE G H/W TRUS	14940 BROADMONT DR	CHESTERFIELD	MO	63017
132	21R441119	14944 BROADMONT DR	63017	MAITZ CARLOS A	14944 BROADMONT DR	CHESTERFIELD	MO	63017
133	21R440899	2451 BROADMONT DR	63017	TROUT SUE ANN ETAL	2451 BROADMONT DR	CHESTERFIELD	MO	63017
134	21R440871	14963 GREEN CIRCLE DR	63017	ANTRY JULIE & ROBERT DALE H/H	14963 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
135	21R440734	15038 CLAYMOOR CT 7	63017	DOYLE LAUREN E	15038 CLAYMOOR CT 7	CHESTERFIELD	MO	63017
136	21R440743	15038 CLAYMOOR CT 8	63017	SPALDING JOHN DAVID	15038 CLAYMOOR CT # 8	CHESTERFIELD	MO	63017
137	21R440752	15038 CLAYMOOR CT 9	63017	FOERSTEL MARY BETH	15038 CLAYMOOR CT # 9	CHESTERFIELD	MO	63017
138	21R440761	15038 CLAYMOOR CT 10	63017	ANDERSON REVOCABLE LIVING TRUST THE	829 CAMELIA LN	VERO BEACH	FL	32963
139	21R431329	15021 CLAYMOOR CT 1	63017	SURKAMP THOMAS E & DIANA R H/W	15021 CLAYMOOR CT # 1	CHESTERFIELD	MO	63017
140	21R431338	15021 CLAYMOOR CT 2	63017	IBUR BETTY TRUSTEE	15021 CLAYMOOR CT 2	CHESTERFIELD	MO	63017
141	21R431347	15021 CLAYMOOR CT	63017	BIRNER CONDOMINIUM REVOCABLE TRUST	9825 FM 2920	TOMBALL	TX	77375
142	21R431356	15021 CLAYMOOR CT 4	63017	BRYANT SHARON L & TERRY L H/H	15021 CLAYMOOR CT UNIT 4	CHESTERFIELD	MO	63017
143	21R431521	15085 GREEN CIRCLE DR	63017	BORAZ MITCH	15085 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
144	21R431530	15081 GREEN CIRCLE DR	63017	GC NAPLES FUTURE LLC	6075 PELICAN BLVD PH-C	NAPLES	FL	34108
145	21R440486	15022 CLAYMOOR CT 2	63017	RICH MELVIN E GERALDINE N H/W TRUSTEES	15022 CLAYMOOR CT 2	CHESTERFIELD	MO	63017
146	21R440495	15022 CLAYMOOR CT 3	63017	DI ROLLO FRANCESCA	15022 CLAYMOOR CT UNIT 3	CHESTERFIELD	MO	63017
147	21R440505	15022 CLAYMOOR CT 4	63017	TOURKAKIS HOMER & HARRIET W H/W	15022 CLAYMOOR CT UNIT 4	CHESTERFIELD	MO	63017
148	21R440514	15022 CLAYMOOR CT 5	63017	AMBIENT INVESTMENTS LLC	11500 OLIVE BLVD SUITE 240	SAINT LOUIS	MO	63141
149	21R431127	15049 CLAYMOOR CT 4	63017	SAENZ MARY ELLEN	15049 CLAYMOOR CT 4	CHESTERFIELD	MO	63017
150	21R431136	15049 CLAYMOOR CT 5	63017	STEFFAN GEORGE JOHN & MARY A REV LIV	459 LONDONDART DR UNIT 5	BALLWIN	MO	63011
151	21R440707	15038 CLAYMOOR CT 4	63017	SAWYER LIVING TRUST	15038 CLAYMOOR CT	CHESTERFIELD	MO	63017
152	21R440716	15038 CLAYMOOR CT 5	63017	REICHARDT MARY ELIZABETH	15038 CLAYMOOR CT 5	CHESTERFIELD	MO	63017
153	21R440725	15038 CLAYMOOR CT 6	63017	LAIBEN MARY CHRISTINE	15038 CLAYMOOR CT 6	CHESTERFIELD	MO	63017
154	21R431512	15089 GREEN CIRCLE DR	63017	KLOHMANN RICHARD H HELEN W H/W	15089 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
155	21R430935	15058 GREEN CIRCLE DR	63017	NEFF JUDY K DECLARATION OF TRUST	15058 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
156	21R430944	15062 GREEN CIRCLE DR	63017	ANDERSON SANDRA L	15062 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
157	21R431815	15009 CLAYMOOR CT 5	63017	SCISSORS ROBERT I & SAUNDRA L H/W TRS	15009 CLAYMOOR CT # 5	CHESTERFIELD	MO	63017
158	21R431824	15009 CLAYMOOR CT 6	63017	DAVIS SARA J	15009 CLAYMOOR CT UNIT 6	CHESTERFIELD	MO	63017
159	21R431833	15009 CLAYMOOR CT 7	63017	CASEY MARY P	15009 CLAYMOOR CT # 7	CHESTERFIELD	MO	63017
160	21R431420	15021 CLAYMOOR CT 11	63017	NIELSEN SUZANNE W	15021 CLAYMOOR CT # 11	CHESTERFIELD	MO	63017
161	21R430779	15046 CLAYMOOR CT 17	63017	FEATHERSTONE RUTH L	15046 CLAYMOOR CT 17	CHESTERFIELD	MO	63017
162	21R431493	15021 CLAYMOOR CT 18	63017	ONEILL LUNT JOAN	15021 CLAYMOOR CT # 18	CHESTERFIELD	MO	63017
163	21R431503	15093 GREEN CIRCLE DR	63017	OBERMAN MARK & JANE S H/W	15093 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
164	21R430834	15047 GREEN CIRCLE DR	63017	MEYER ROBERT W VERA J H/W TRUSTEES	15047 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
165	21R440679	15038 CLAYMOOR CT	63017	CLEMENTS RONALD E & DIANE M H/W	15038 CLAYMOOR CT # 1	CHESTERFIELD	MO	63017

BROADMOOR CONDOS PROPERTY OWNERS  
NID ASSESSMENT ROLL

EXHIBIT A

	A	B	C	D	E	F	G	H
1	LOCATOR	PROP_ADD	PROP_ZIP	OWNER_NAME	OWN_ADD	OWN_CITY	OWN_STATE	OWN_ZIP
166	21R440688	15038 CLAYMOOR CT 2	63017	FISHMAN KAREN S	15038 CLAYMOOR CT # 2	CHESTERFIELD	MO	63017
167	21R440697	15038 CLAYMOOR CT 3	63017	POVICH M MICHELE LIVING TRUST	15038 CLAYMOOR CT # 3	CHESTERFIELD	MO	63017
168	21R441036	15046 CLAYMOOR CT 9	63017	BOSCHE JANE F	15046 CLAYMOOR CT 9	CHESTERFIELD	MO	63017
169	21R441045	15046 CLAYMOOR CT 13	63017	REICHMAN RUTH TRUSTEE	15046 CLAYMOOR CT 13	CHESTERFIELD	MO	63017
170	21R440431	14963 BROADMONT DR	63017	LOMBARDO SHARON L & KENNETH P H/H J/T	14963 BROADMONT DR	CHESTERFIELD	MO	63017
171	21R441182	2424 CLAYMOOR DR	63017	SILVERBERG SHERYL M	2424 CLAYMOOR DR	CHESTERFIELD	MO	63017
172	21R431705	2361 CLAYMOOR DR	63017	ANDERSON JAMES C III TR ETAL	2361 CLAYMOOR DR	CHESTERFIELD	MO	63017
173	21R431714	2357 CLAYMOOR DR	63017	BARNES BOB O CAROL L H/W TRUSTEES	2357 CLAYMOOR DR	CHESTERFIELD	MO	63017
174	21R431723	15005 GREEN CIRCLE DR	63017	LEWIS MICHAEL & PATTI H/W	15005 GREEN CIRCLE DR	CHESTERFIELD	MO	63017
175	21R431118	15049 CLAYMOOR CT	63017	ARNOLD MARTHA TRUST	15049 CLAYMOOR CT UNIT 3	CHESTERFIELD	MO	63017
176	21R430706	15046 CLAYMOOR CT 4	63017	CAIN JOAN TRUSTEE	15046 CLAYMOOR CT # 4	CHESTERFIELD	MO	63017
177	21R430715	15046 CLAYMOOR CT 5	63017	WALSHAUSER ANDREA	15046 CLAYMOOR CT 5	CHESTERFIELD	MO	63017
178	21R431091	15049 CLAYMOOR CT 1	63017	ZUBER SEAN C & TERRY L H/W	15049 CLAYMOOR CT 1	CHESTERFIELD	MO	63017
179	21R431109	15049 CLAYMOOR CT 2	63017	LITWICKI STEPHEN J & JUDITH A H/W	15049 CLAYMOOR CT # 2	CHESTERFIELD	MO	63017
180	21R440587	15022 CLAYMOOR CT 12	63017	MILLER BARBARA B	15167 DENWOODS DR	CHESTERFIELD	MO	63017
181	21R440596	15022 CLAYMOOR CT 13	63017	RAPP GEORGE W MARY SUE H/W ETAL J/T	15022 CLAYMOOR CT 13	CHESTERFIELD	MO	63017
182	21R440606	15022 CLAYMOOR CT 14	63017	BORGERS JO ANN TRUST	2525 TURTLE CREEK BLVD APT 403	DALLAS	TX	75219
183	20R120158	2365 BROADMONT CT	63017	BOSWELL D PAUL & P VERNIECE H/W	2365 BROADMONT CT	CHESTERFIELD	MO	63017
184	21R430788	15046 CLAYMOOR CT 18	63017	VORIS MARILYN E	15046 CLAYMOOR CT # 18	CHESTERFIELD	MO	63017
185	21R440981	2412 CLAYMOOR DR	63017	KLUGESHERZ ANN	2412 CLAYMOOR DR	CHESTERFIELD	MO	63017
186	21R440990	2408 CLAYMOOR DR	63017	MCBRIDE ALLEN & CAROL H/W	2408 CLAYMOOR DR	CHESTERFIELD	MO	63017
187	21R441018	15046 CLAYMOOR CT 7	63017	CARTER VIRGINIA B TRUSTEE	15046 CLAYMOOR CT # 7	CHESTERFIELD	MO	63017
188	21R441027	15046 CLAYMOOR CT 8	63017	PAULSEN EMERSON & BETTY H/W ETAL J/T	15046 CLAYMOOR CT # 8	CHESTERFIELD	MO	63017
189	20R120176	2357 BROADMONT CT	63017	BURRIS KITTIE M	555 COUCH AVE	SAINT LOUIS	MO	63122
190	20R120185	2353 BROADMONT CT	63017	DENNIS JEAN CONRATH	2353 BROADMONT CT	CHESTERFIELD	MO	63017
191	21R431466	15021 CLAYMOOR CT 15	63017	BUHR HENRY E SR TRUSTEE ETAL	15021 CLAYMOOR CT 15	CHESTERFIELD	MO	63017
192	21R431475	15021 CLAYMOOR CT 16	63017	REIDY MARY C TRUSTEE	15021 CLAYMOOR CT 16	CHESTERFIELD	MO	63017
193	21R431484	15021 CLAYMOOR CT 17	63017	LOBKO AUDREY M ETAL	15021 CLAYMOOR CT # 17	CHESTERFIELD	MO	63017
194	21R431200	15049 CLAYMOOR CT 12	63017	PLATIPODIS CHARLES ETAL	15049 CLAYMOOR CT # 12	CHESTERFIELD	MO	63017
195	21R431219	15049 CLAYMOOR CT 13	63017	HUMME CAROL J	15049 CLAYMOOR CT UNIT 13	CHESTERFIELD	MO	63017
196	21R431842	15009 CLAYMOOR CT 8	63017	GUMMERSBACH JOSEPH A & KAREN H/W	15009 CLAYMOOR CT # 8	CHESTERFIELD	MO	63017
197	21R431851	15009 CLAYMOOR CT 9	63017	DOMINGUEZ OSCAR R	null	null	null	null
198	21R440550	15022 CLAYMOOR CT 9	63017	WALTERS MICHAEL L ALONDA J H/W	15022 CLAYMOOR CT 9	CHESTERFIELD	MO	63017
199	21R440569	15022 CLAYMOOR CT 10	63017	MORRISSEY FAMILY LEGACY TRUST	15022 CLAYMOOR CT # 10	CHESTERFIELD	MO	63017
200	21R431053	2391 GREEN CIRCLE CT	63017	HOECHLER SANDRA C REVOCABLE LIVING TRUST	761 STONE CANYON CT	BALLWIN	MO	63021
201	21R431787	15009 CLAYMOOR CT 2	63017	SANDERS BERT C JR & E SUE H/W	15009 CLAYMOOR CT # 2	CHESTERFIELD	MO	63017
202	21R431741	2383 CLAYMOOR DR	63017	RUSSELL KENNETH R & CARALYNNE H/W	2383 CLAYMOOR DR	CHESTERFIELD	MO	63017
203	21R431750	2379 CLAYMOOR DR	63017	JANIK ANGELA M	2379 CLAYMOOR DR	CHESTERFIELD	MO	63017
204	21R431769	2375 CLAYMOOR DR	63017	BARON RICHARD E & JANET E H/W	2375 CLAYMOOR DR	CHESTERFIELD	MO	63017
205	21R431172	15049 CLAYMOOR CT 9	63017	SCHMITZ LILA E	15049 CLAYMOOR CT # 9	CHESTERFIELD	MO	63017
206	21R431181	15049 CLAYMOOR CT 10	63017	ROBERTS KATHLEEN M	15049 CLAYMOOR CT 10	CHESTERFIELD	MO	63017

BROADMOOR CONDOS PROPERTY OWNERS  
 NID ASSESSMENT ROLL

EXHIBIT A

	A	B	C	D	E	F	G	H
1	LOCATOR	PROP_ADD	PROP_ZIP	OWNER_NAME	OWN_ADD	OWN_CITY	OWN_STATE	OWN_ZIP
207	21R431190	15049 CLAYMOOR CT 11	63017	HARTMAN ROSALIE V	15049 CLAYMOOR CT UNIT 11	CHESTERFIELD	MO	63017
208	21R431439	15021 CLAYMOOR CT 12	63017	YANSEN KATHRYN E TRUSTEE	229 BOUNTIFUL POINTE CIR	GROVER	MO	63040
209	21R431448	15021 CLAYMOOR CT 13	63017	HENDERSON REYNOLDS J & MARGARET V	15021 CLAYMOOR CT 13	CHESTERFIELD	MO	63017
210	21R431457	15021 CLAYMOOR CT 14	63017	KERSTING RICHARD N & NANCY D H/W	15021 CLAYMOOR CT # 14	CHESTERFIELD	MO	63017
211	21R431383	15021 CLAYMOOR CT 7	63017	MOELLER JOHN W & PATRICIA A H/W	15021 CLAYMOOR CT UNIT 7	CHESTERFIELD	MO	63017
212	21R431392	15021 CLAYMOOR CT 8	63017	KAGAN ANDREW A JAYNE M H/W	15021 CLAYMOOR CT 8	CHESTERFIELD	MO	63017
213	21R431402	15021 CLAYMOOR CT 9	63017	ELLIS MARK & SANDY QUALIFIED SPOUSAL TR	17 JENNYCLIFFE LN 9	CHESTERFIELD	MO	63005
214	21R431411	15021 CLAYMOOR CT 10	63017	CATANZARO GABRIELA A	396 PALERMO DR	BALLWIN	MO	63021
215	21R430999	2345 GREEN CIRCLE CT	63017	GREENE RONALD L	2345 GREEN CIRCLE CT	CHESTERFIELD	MO	63017
216	21R431008	2341 GREEN CIRCLE CT	63017	METROULAS MICHAEL	2341 GREEN CIRCLE CT	CHESTERFIELD	MO	63017
217	21R431017	2367 GREEN CIRCLE CT	63017	BROOKS VICKI A	2367 GREEN CIRCLE CT	CHESTERFIELD	MO	63017

**EXHIBIT B**  
**LEGAL DESCRIPTION**

All of the real property within the Broadmoor Condominiums Subdivision aka The Greens of Broadmoor and The Gardens of Broadmoor, the plat of which is recorded with the St. Louis County Recorder of Deed's office in Plat Book 199, Page 67.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE A CONTRACT WITH MICHAEL GEISEL AND RAY JOHNSON AS INTERIM CO-CITY ADMINISTRATORS**

**WHEREAS**, the City of Chesterfield, Missouri (the "City") wishes to authorize the Mayor to enter into contracts with Michael Geisel and Ray Johnson as Interim Co-City Administrators; and,

**WHEREAS**, the City Council deem it advisable and in the best interest of the City to authorize the Mayor to execute such contracts;

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

**SECTION 1.** The Mayor is hereby authorized and directed on behalf of the City to execute and enter into contracts for Interim Co-City Administrators with Michael Geisel and Ray Johnson.

**SECTION 2.** The proposed agreement for Interim Co-City Administrator Michael Geisel shall be substantially the same in form and content as attached Exhibit "A", attached hereto and incorporated herein by this reference. The proposed agreement for Interim Co-City Administrator Ray Johnson shall be substantially the same form and content as attached Exhibit "B", attached hereto and incorporated herein by this reference.

**SECTION 3.** The Mayor and the officers, agents and employees of the City are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the terms of the proposed Agreement.

**SECTION 4.** This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved by the City Council of the City of Chesterfield, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**Bob Nation, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Vickie Hass, CITY CLERK**

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

**INTERIM CO-CITY ADMINSTRATOR**  
**EMPLOYMENT AGREEMENT**

This employment agreement ("Agreement") is dated May 2, 2016, and is between the City of Chesterfield, Missouri ("City") and Michael Oliver Geisel ("Employee").

WHEREAS, it has been the past practice of the City that, in the absence of the former City Administrator and pursuant to Section 2-82 of the City's Municipal Code, Michael Geisel and Ray Johnson ("Johnson") serve as Co-City Administrators Pro-Tem; and,

WHEREAS, the City is currently without a permanent City Administrator and is beginning the process of developing a search process and recruitment process for a permanent City Administrator; and,

WHEREAS, the City desires to designate Michael Geisel and Ray Johnson as the Co-City Administrators for a limited time in accordance with the provisions of this agreement; and,

WHEREAS, Geisel currently serves as the Director of Public Services and Johnson serves as the Chief of the Police Department and both Geisel and Johnson agree to serve as the Interim Co-City Administrators; and,

WHEREAS, The Mayor and City Council desire to establish the terms and conditions of Employee's services through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

1. **Duties.** As Interim City Co-Administrator, Employee shall perform the functions and duties specified in Section 2-74 of the City's Municipal Code. Employee and Johnson shall coordinate and proportion the duties amongst themselves and shall be mutually responsible for the performance of the duties set forth in Section 2-74 of the City's Municipal Code.
  
2. **Term.** The term of this Agreement shall be at-will, commencing on May 2, 2016 and ending no later than September 1, 2016, or when a new City Administrator assumes office, whichever is sooner. Upon the expiration of this

Agreement, Employee shall not hold over or continue to serve in a capacity as City Administrator unless and until a new appointment is made. This Agreement supersedes Section 2-67 of the Municipal Code and therefore Section 2-67 of the Municipal Code shall not apply to Employee under the terms of this Agreement.

3. Continued Service as Director of Public Services. During the term of this Agreement, Employee shall continue to perform his duties as Director of Public Service of the City, and shall continue to receive all compensation and benefits to which he is entitled as Director of Public Service.

4. Termination or Resignation. The City may terminate this Agreement at any time, with or without cause, upon three (3) days written notice to Employee. Employee may terminate this Agreement by providing thirty (30) days prior written notice of resignation. In the event of termination or resignation, Employee shall be entitled to continue his duties as Director of Public Services at the same level of compensation and benefits, subject only to removal and modification by the ordinances and policies of the City and the laws of the State of Missouri. In the event of termination or resignation after July 1, 2016, Employee's annual compensation shall be one hundred forty one thousand nine hundred eighty three dollars and zero cents (\$141,983.00), which reflects the annual compensation adjustment to which Employee would otherwise be entitled, subject only to modification by the ordinances and policies of the City and the laws of the State of Missouri. Employee expressly agrees that he shall not be entitled to any severance pay as a result of the termination of this Agreement for any reason whatsoever. This Agreement supersedes Section 2-72 of the Municipal Code and therefore Section 2-72 of the Municipal Code shall not apply to Employee under the terms of this Agreement.

5. Compensation. The City agrees to pay Employee, for his services rendered hereto, a weekly compensation of two hundred eighty seven dollars and fifty cents (\$287.50) for a maximum of eighteen (18) weeks following the commencement date of this Agreement and payable in installments at the same time other City employees are paid.

6. Hours of Work. The Interim Co-City Administrators' schedule of work each day and week shall vary in accordance with the work required to be performed.

7. General Provision.

a. This Agreement constitutes a single integrated contract expressing the entire agreement of the parties hereto. There are no other agreements, written or oral, express or implied, between Employee and City, except the agreements set forth in this Agreement.

b. If any provision, or portion hereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable and shall not be affected and remain in full force and effect.

c. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

d. This Agreement is executed and delivered in the State of Missouri and the rights and obligations of the parties herein shall be construed and enforced in accordance with the laws of the State of Missouri. In the event of any litigation arising from or out of this Agreement, the City and Employee hereby agree to the exclusive jurisdiction of the 21<sup>st</sup> judicial circuit of St. Louis County, Missouri. In the event the City prevails in any litigation arising out of the terms and conditions of this Agreement, Employee shall pay City's reasonable costs and attorney's fees.

e. In the event there are any inconsistencies between the ordinances, policies and practices of the City, this Agreement shall govern.

f. This Agreement cannot be amended, modified, supplemented or extended without prior approval of the City Council and Mayor. Any amendment, modification, supplement or extension shall be agreed upon, in writing, by the City and Employee.

g. This Agreement shall not be construed against any one party, but shall be construed as if jointly prepared by Employee and City. Any uncertainty or ambiguity shall not be construed against any one party.

h. Employee acknowledges that he has been provided the opportunity to be represented by independent counsel of his choice throughout all negotiations preceding this Agreement and that he has determined not to consult with an attorney regarding this Agreement.

The parties signing this Agreement on the date stated in the introductory clause.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City of Chesterfield has cause this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized Employee has signed and executed this Agreement.

CITY OF CHESTERFIELD

Dated: \_\_\_\_\_

\_\_\_\_\_  
Robert Nation  
Mayor

ATTEST:

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

EMPLOYEE

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael O. Geisel  
Employee

**INTERIM CO-CITY ADMINSTRATOR**  
**EMPLOYMENT AGREEMENT**

This employment agreement ("Agreement") is dated May 2, 2016, and is between the City of Chesterfield, Missouri ("City") and Ray Johnson ("Employee").

WHEREAS, it has been the past practice of the City that, in the absence of the former City Administrator and pursuant to Section 2-82 of the City's Municipal Code, Michael Geisel ("Geisel") and Ray Johnson serve as Co-City Administrators Pro-Tem; and,

WHEREAS, the City is currently without a permanent City Administrator and is beginning the process of developing a search process and recruitment process for a permanent City Administrator; and,

WHEREAS, the City desires to designate Michael Geisel and Ray Johnson as the Co-City Administrators for a limited time in accordance with the provisions of this agreement; and,

WHEREAS, Geisel currently serves as the Director of Public Services and Johnson serves as the Chief of the Police Department and both Geisel and Johnson agree to serve as the Interim Co-City Administrators; and,

WHEREAS, The Mayor and City Council desire to establish the terms and conditions of Employee's services through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

1. **Duties.** As Interim City Co-Administrator, Employee shall perform the functions and duties specified in Section 2-74 of the City's Municipal Code. Employee and Geisel shall coordinate and proportion the duties amongst themselves and shall be mutually responsible for the performance of the duties set forth in Section 2-74 of the City's Municipal Code.

2. **Term.** The term of this Agreement shall be at-will, commencing on May 2, 2016 and ending no later than September 1, 2016, or when a new City Administrator assumes office, whichever is sooner. Upon the expiration of this Agreement, Employee shall not hold over or continue to serve in a capacity as City

Administrator unless and until a new appointment is made. This Agreement supersedes Section 2-67 of the Municipal Code and therefore Section 2-67 of the Municipal Code shall not apply to Employee under the terms of this Agreement.

3. Continued Service as Chief of Police. During the term of this Agreement, Employee shall continue to perform his duties as Chief of Police of the City, and shall continue to receive all compensation and benefits to which he is entitled as Chief of Police.

4. Termination or Resignation. The City may terminate this Agreement at any time, with or without cause, upon three (3) days written notice to Employee. Employee may terminate this Agreement by providing thirty (30) days prior written notice of resignation. In the event of termination or resignation, Employee shall be entitled to continue his duties as Chief of Police at the same level of compensation and benefits, subject only to removal and modification by the ordinances and policies of the City and the laws of the State of Missouri. In the event of termination or resignation after July 1, 2016, Employee's annual compensation shall be one hundred forty one thousand nine hundred eighty three dollars and zero cents (\$141,983.00), which reflects the annual compensation adjustment to which Employee would otherwise be entitled, subject only to modification by the ordinances and policies of the City and the laws of the State of Missouri. Employee expressly agrees that he shall not be entitled to any severance pay as a result of the termination of this Agreement for any reason whatsoever. This Agreement supersedes Section 2-72 of the Municipal Code and therefore Section 2-72 of the Municipal Code shall not apply to Employee under the terms of this Agreement.

5. Compensation. The City agrees to pay Employee, for his services rendered hereto, a weekly compensation of ninety seven dollars and fifty cents (\$97.50) for a maximum of eighteen (18) weeks following the commencement date of this Agreement and payable in installments at the same time other City employees are paid.

6. Hours of Work. The Interim Co-City Administrators' schedule of work each day and week shall vary in accordance with the work required to be performed.

7. General Provision.

a. This Agreement constitutes a single integrated contract expressing the entire agreement of the parties hereto. There are no other agreements, written or oral, express or implied, between Employee and City, except the agreements set forth in this Agreement.

b. If any provision, or portion hereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable and shall not be affected and remain in full force and effect.

c. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

d. This Agreement is executed and delivered in the State of Missouri and the rights and obligations of the parties herein shall be construed and enforced in accordance with the laws of the State of Missouri. In the event of any litigation arising from or out of this Agreement, the City and Employee hereby agree to the exclusive jurisdiction of the 21<sup>st</sup> judicial circuit of St. Louis County, Missouri. In the event the City prevails in any litigation arising out of the terms and conditions of this Agreement, Employee shall pay City's reasonable costs and attorney's fees.

e. In the event there are any inconsistencies between the ordinances, policies and practices of the City, this Agreement shall govern.

f. This Agreement cannot be amended, modified, supplemented or extended without prior approval of the City Council and Mayor. Any amendment, modification, supplement or extension shall be agreed upon, in writing, by the City and Employee.

g. This Agreement shall not be construed against any one party, but shall be construed as if jointly prepared by Employee and City. Any uncertainty or ambiguity shall not be construed against any one party.

h. Employee acknowledges that he has been provided the opportunity to be represented by independent counsel of his choice throughout all negotiations preceding this Agreement and that he has determined not to consult with an attorney regarding this Agreement.

The parties signing this Agreement on the date stated in the introductory clause.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City of Chesterfield has cause this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized Employee has signed and executed this Agreement.

CITY OF CHESTERFIELD

Dated: \_\_\_\_\_

\_\_\_\_\_  
Robert Nation  
Mayor

ATTEST:

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

EMPLOYEE

Dated: \_\_\_\_\_

\_\_\_\_\_  
Ray Johnson  
Employee

**LEGISLATION – PLANNING COMMISSION**

**BILL NO. 3075 - AMENDS THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF A "PI" PLANNED INDUSTRIAL DISTRICT TO A "PC" PLANNED COMMERCIAL DISTRICT FOR A 6.07 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF CHESTERFIELD AIRPORT ROAD WEST OF ITS INTERSECTION WITH PUBLIC WORKS DRIVE (P.Z. 13-2015, CHESTERFIELD VALLEY SQUARE (BURGUNDY ARROW, LLC) (17U230320) (SECOND READING; PLANNING COMMISSION RECOMMENDS APPROVAL)**

# Burgundy Arrow, LLC

April 26, 2016

Mayor Bob Nation  
Chesterfield City Council  
690 Chesterfield Pkwy W  
Chesterfield, MO 63017

Re: Burgundy Arrow, LLC – Rezoning

Mr. Mayor and City Council,

I'd like to request that our rezoning matter be included on the May 16<sup>th</sup> meeting agenda.

If you have any questions please don't hesitate to contact me.

Sincerely,



Randy Lipton  
Manager

BILL NO. 3075

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

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF A "PI" PLANNED INDUSTRIAL DISTRICT TO A "PC" PLANNED COMMERCIAL DISTRICT FOR A 6.07 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF CHESTERFIELD AIRPORT ROAD WEST OF ITS INTERSECTION WITH PUBLIC WORKS DR. (P.Z. 13-2015 CHESTERFIELD VALLEY SQUARE {BURGUNDY ARROW, LLC} 17U230320).**

**WHEREAS**, the petitioner, Burgundy Arrow, LLC, has requested a change in zoning from "PI" Planned Industrial District to "PC" Planned Commercial District for a 6.07 acre tract of land located on the south side of Chesterfield Airport Road west of its intersection with Public Works Dr.; and,

**WHEREAS**, a Public Hearing was held before the Planning Commission on January 11, 2016; and,

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

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

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

**Section 1.** City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a "PC" Planned Commercial District for a 6.07 acre tract of land located at 101 Chesterfield Valley Dr. and as described as follows:

A tract of land being part of Share 3 and Share 4 of the Subdivision of the Estate of Peter Steffan in U.S. Surveys 125 and 126, Township 45 North, Range 4 East of the 5<sup>th</sup> Principal Meridian, St. Louis County, Missouri, and being part of Adjusted Parcel "A" of Boundary Adjustment Plat filed in Plat Book 216 Page 75 of the Recorder of Deed's Office in St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the Northwest corner of above said Adjusted Parcel "A", said point also being located on the Southerly line of Chesterfield Airport Road, 100 feet wide; thence North 89 degrees 34 minutes 20 seconds East along last said Southerly line 263.79 feet to a point on a curve to the right for which the radius point bears South 08 degrees 00 minutes 45 seconds West 92.00 feet, said point also being located on the Southwesterly line of a tract of land as dedicated to the City of Chesterfield, Missouri for right-of-way by instrument recorded in Book 14205 Page 2994 of the above said Recorder's Office; thence along last said Southwesterly line along last said curve, with a chord which bears South 40 degrees 41 minutes 12 seconds East 121.44 feet an arc distance of 132.63 feet; thence departing last said curve South 00 degrees 34 minutes 15 seconds West 7.24 feet; thence South 89 degrees 25 minutes 45 seconds East 4.00 feet to a point on the Westerly line of Public Works Drive, 50 feet wide; thence South 00 degrees 34 minutes 00 seconds West along last said Westerly line 666.46 feet to a point on the Northerly line of a tract of land as conveyed to the City of Chesterfield by instrument recorded in Book 10559 Page 1471 of the above said Recorder's Office; thence South 89 degrees 34 minutes 20 seconds West along last said Northerly line 347.88 feet to a point in the Westerly line of above said Adjusted Parcel "A"; thence North 00 degrees 34 minutes 00 seconds East along last said Westerly line 766.46 feet to the POINT OF BEGINNING and containing 264,391 square feet or 6.070 acres more or less according to calculations performed by Stock and Associates Consulting Engineers, Inc. on March 25, 2004.

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

**Section 3.** The City Council, pursuant to the petition filed by Burgundy Arrow, LLC in P.Z. 13-2015, requesting the change 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 11<sup>th</sup> day of January 2016, does hereby adopt this

ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

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

FIRST READING HELD: 03/21/2016

## **ATTACHMENT A**

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

### **I. SPECIFIC CRITERIA**

#### **A. PERMITTED USES**

1. The uses allowed in this PC Planned Commercial District shall be:
  - a. Administrative offices for educational or religious institutions
  - b. Animal grooming service
  - c. Art gallery
  - d. Art studio
  - e. Auditorium
  - f. Automobile dealership, indoor only
  - g. Automotive retail supply
  - h. Bakery
  - i. Banquet facility
  - j. Bar
  - k. Barber or beauty shop
  - l. Brewpub
  - m. Broadcasting studio
  - n. Check cashing facility
  - o. Club
  - p. Coffee shop
  - q. Coffee shop, drive-thru
  - r. College/university
  - s. Commercial service facility
  - t. Community center
  - u. Day care center
  - v. Device for energy generation

- w. Drug store and pharmacy
- x. Dry cleaning establishment
- y. Film drop-off and pick up stations
- z. Film processing plant
- aa. Financial Institution, no drive-thru
- bb. Grocery – Supercenter (over 25k)
- cc. Grocery-community (5-20k)
- dd. Grocery-neighborhood (less than 5000sf)
- ee. Gymnasium
- ff. Kennel, boarding – indoor only
- gg. Kindergarten or nursery school
- hh. Laundromat
- ii. Library
- jj. Museum
- kk. Newspaper stand
- ll. Office-dental
- mm. Office-general
- nn. Office-medical
- oo. Oil change facility
- pp. Postal stations
- qq. Professional and technical service facility
- rr. Public building facilities owned or leased by the City of Chesterfield
- ss. Public facilities over 60 ft. in height
- tt. Public safety facility
- uu. Reading room
- vv. Recreation facility
- ww. Research laboratory & facility
- xx. Restaurant-fast food
- yy. Restaurant-sit down

- zz. Restaurant-take out
- aaa. Retail sales establishment-community
- bbb. Retail sales establishment-neighborhood
- ccc. Retail sales establishment-regional
- ddd. Specialized private school
- eee. Tackle and bait shop
- fff. Tattoo parlor/body piercing studio
- ggg. Telecommunications structure
- hhh. Telecommunications tower or facility
- iii. Union halls and hiring halls
- jjj. Veterinary clinic
- kkk. Vocational school

2. The above uses in the PC Planned Commercial District shall be restricted as follows:

- a. All deliveries and trash pick-up shall be provided between the hours of 7:00 a.m. and 7:00 p.m.
- b. No commercial vehicles shall remain on the premises with idling engines between the hours of 7:00 p.m. and 7:00 a.m.

3. Hours of Operation.

- a. Hours of operation for retail sales, excluding restaurants, will be as follows:

Normal Hours

6 a.m. to 11 p.m., Sunday – Thursday

6 a.m. to 12 midnight, Friday and Saturday

Seasonal Hours

(From day after Thanksgiving through December 23)

6 a.m. to 12 midnight, Sunday – Thursday

6 a.m. to 1 a.m., Friday and Saturday

- b. The permitted hours of operation for retail establishments on may be expanded for Thanksgiving Day and the day after Thanksgiving upon review and approval of a Special Activities Permit, signed by

the property owner and submitted to the City of Chesterfield at least seven (7) business days in advance of said holiday.

4. The telecommunications tower use shall be restricted to the southwest corner of the property.
5. Telecommunication siting permits may be issued for wireless telecommunications facilities per the requirements of the City Code.

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

1. Floor Area
  - a. A maximum of two buildings are permitted on the site and shall not exceed a total of 55,791 square feet.
  - b. No building shall exceed 40,845 square feet.
2. Height
  - a. The maximum height of the building, exclusive of roof screening, shall not exceed two (2) stories or thirty (30) feet, whichever is less.
3. Building Requirements
  - a. A minimum of 33% openspace is required for each lot within 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-five (95) feet from the right-of-way of Chesterfield Airport Rd. on the northern boundary of the Planned Commercial (PC) District.
- b. Sixty-five (65) feet from the right-of-way of Public Works Dr. on the eastern boundary of the PC District.
- c. Thirty-two (32) feet from the western boundary of the PC District.
- d. Fifty (50) feet from the southern boundary of the PC District.

## 2. Parking Setbacks

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

- a. Thirty-five (35) feet from the right-of-way of Chesterfield Airport Rd. on the northern boundary of the Planned Commercial (PC) District.
- b. Twenty-five (25) feet from the right-of-way of Public Works Dr. on the eastern boundary of the PC District.
- c. Ten (10) feet from the western boundary of the PC District.
- d. Thirty (30) feet from the southern boundary of the PC District.

## 3. Communications Tower

- e. The tower shall be setback from the south and west property lines 20 feet.

## **D. PARKING AND LOADING REQUIREMENTS**

1. Parking and loading spaces for this development will be as required in the City of Chesterfield Code.
2. Parking lots shall not be used as streets.
3. No construction related parking shall be permitted within right of way or on any existing roadways. All construction related parking shall be confined to the development.

## **E. LANDSCAPE AND TREE REQUIREMENTS**

The development shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Code.

## **F. SIGN REQUIREMENTS**

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code or a Sign Package may be submitted for the planned district. Sign Packages shall adhere to the City Code and are reviewed and approved by the City of Chesterfield Planning Commission.
2. 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.

3. No advertising signs, temporary signs, portable signs, off site signs, or attention getting devices shall be permitted in this development.

#### **G. LIGHT REQUIREMENTS**

1. Provide a lighting plan and cut sheet in accordance with the City of Chesterfield Code.
2. Provide for the installation, maintenance, operation, and all expenses related thereto for the street lighting along all public streets associated with this development, including Chesterfield Airport Road in perpetuity, as directed by the City of Chesterfield's Department of Public Services.

#### **H. ARCHITECTURAL**

1. The development shall adhere to the Architectural Review Standards of the City of Chesterfield Code.
2. Trash enclosures: All exterior trash areas will be enclosed with a minimum six (6) foot high sight-proof enclosure complemented by adequate landscaping. The location, material, and elevation of any trash enclosures will be as approved by the City of Chesterfield on the Site Development Plan.
3. All loading docks are to be screened by sound attenuating material.
4. No retail, storage or displays are permitted outside of the main building unless one side is attached to said building. Screening for the remaining three (3) sides shall be approved by the Planning Commission as part of the Site Development Plan.
5. Screening for outdoor storage shall be approved by the Planning Commission on the Site Development Plan and shall have the same sight-proof materials as approved on the Site Development Plan as Chesterfield Crossing and Valley Crossing.
6. Decorative wall sconces are prohibited on the sides of the building.

#### **I. ACCESS/ACCESS MANAGEMENT**

1. No direct access shall be permitted onto Chesterfield Airport Rd.
2. Access to the development shall be as shown on the attached plan and adequate sight distance shall be provided, as directed by the City of Chesterfield and St. Louis County Department of Transportation, as applicable.
3. If adequate sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement and other off-site improvements may be required to provide the required sight distance as required by the City of Chesterfield and the agency in control of the right of way off which the access is proposed.

**J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION**

1. Provide a 5 foot wide sidewalk, conforming to ADA standards, along the Chesterfield Airport Road frontage of the site. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects. The sidewalk may be located within right-of-way controlled by another agency, if permitted by that agency or on private property within a 6 foot wide sidewalk, maintenance and utility easement dedicated to the City of Chesterfield.
2. Internal sidewalks/pedestrian paths shall be provided and shall connect to the sidewalk along Chesterfield Airport Road.
3. Additional right-of-way and road improvements shall be provided, as required by St. Louis County Department of Transportation and the City of Chesterfield.
4. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield and the agency in control of the right of way off of which the entrance is constructed. No gate installation will be permitted on public right of way.
5. If a gate is installed on a street in a development, the streets within the development or that portion of the development that is gated shall be private and remain private forever.

**K. TRAFFIC STUDY**

1. Provide a traffic study as directed by the City of Chesterfield and/or St. Louis County. The scope of the study shall include internal and

external circulation and may be limited to site specific impacts, such as the need for additional lanes, entrance configuration, geometrics, sight distance, traffic signal modifications or other improvements required, as long as the density of the proposed development falls within the parameters of the City's traffic model. Should the density be other than the density assumed in the model, regional issues shall be addressed as directed by the City of Chesterfield.

2. Provide a sight distance evaluation report, as required by the City of Chesterfield, for the proposed entrance onto Public Works Dr. and Chesterfield. 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 St. Louis County.

#### **L. POWER OF REVIEW**

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

#### **M. STORM WATER**

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or 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 or issuance of building permits exceeding sixty percent (60%) of approved dwelling units in each plat, watershed or phase of residential developments. The location and types of storm water management facilities shall be identified on the Site Development Plan(s).

3. Storm water quality management shall be provided as required by the City of Chesterfield and the Metropolitan St. Louis Sewer District.
4. The receiving storm system(s) shall be evaluated to ensure adequate capacity and to ensure that the project has no negative impacts to the existing system(s).
5. Storm water features shall be in compliance with the Chesterfield Valley Storm Water Master Plan.
6. The maintenance of the required storm water/ditch system shall be the responsibility of the property owner(s).
7. The developer shall be responsible for construction of any required storm water improvements per the Chesterfield Valley Master Storm Water Plan, as applicable, and shall coordinate with the owners of the properties affected by construction of the required improvements. In the event that the ultimate required improvements cannot be constructed concurrently with this development, the developer shall provide interim drainage facilities and establish sufficient escrows as guarantee of future construction of the required improvements, including removal of interim facilities. Interim facilities shall be sized to handle runoff from the 100-year, 24-hour storm event as produced by the Master Storm Water Plan model. The interim facilities shall provide positive drainage and may include a temporary pump station, if necessary. Interim facilities shall be removed promptly after the permanent storm water improvements are constructed.
8. The developer may elect to propose alternate geometry, size and/or type of storm water improvements that are functionally equivalent to the required improvements per the Chesterfield Valley Master Storm Water Plan. Functional equivalence is said to be achieved when, as determined by the Public Works Director, the alternate proposal provides the same hydraulic function, connectivity, and system-wide benefits without adversely affecting any of the following: water surface profiles at any location outside the development; future capital expenditures; maintenance obligations; equipment needs; frequency of maintenance; and probability of malfunction. The City will consider, but is not obligated to accept, the developer's alternate plans. If the Public Works Director determines that the developer's proposal may be functionally equivalent to the Chesterfield Valley Master Storm Water Plan improvements, hydraulic routing calculations will be performed to make a final determination of functional equivalence.

The Director will consider the developer's proposal, but is not obligated to have the hydraulic analysis performed if any of the other criteria regarding functional equivalence will not be met. The hydraulic routing calculations regarding functional equivalence may be performed by a consultant retained by the City of Chesterfield. The developer shall be responsible for all costs related to consideration of an alternate proposal, which shall include any costs related to work performed by the consultant.

9. The developer shall provide all necessary Chesterfield Valley Storm Water Easements to accommodate future construction of the Chesterfield Valley Master Storm Water Plan improvements, and depict any and all Chesterfield Valley Master Storm Water Plan improvements on the Site Development Plan(s) and Improvement Plans. Maintenance of the required storm water improvements shall be the responsibility of the property owner unless otherwise noted.
10. Utility easements that cross over a Chesterfield Valley Master Storm Water Plan easements shall be subordinate to the Chesterfield Valley Storm Water easements.
11. All Chesterfield Valley Master Storm Water Plan improvements, as applicable, shall be operational prior to the paving of any driveways or parking areas unless otherwise approved.
12. The current FEMA Flood Insurance Rate Maps (FIRMs) should be utilized for application of the City's floodplain development requirements.
13. Detention/retention and channel protection measures are to be provided in each watershed as required by the City of Chesterfield and the Metropolitan St. Louis Sewer District. The storm water management facilities shall be operational prior to paving of any driveways or parking areas in non-residential developments or issuance of building permits exceeding sixty (60%) of the approved dwelling units in each plat, watershed or phase of residential developments. The location and types of storm water management facilities shall be identified on all Site Development Plans.

#### **N. SANITARY SEWER**

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

## **O. GEOTECHNICAL REPORT**

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

## **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 Saint Louis County Department of Highways and Traffic. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
4. If any development in, or alteration of, the floodplain is proposed, the developer shall submit a Floodplain Study and Floodplain Development Permit/Application to the City of Chesterfield and the City of Wildwood for approval. The Floodplain Study must be approved by the City of Chesterfield prior to the approval of the Site Development Plan, as directed. The Floodplain Development Permit must be approved prior to the approval of a grading permit or improvement plans. If any change in the location of the Special Flood Hazard Area is proposed, the Developer shall be required to obtain a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency. The LOMR must be issued by FEMA prior to the final release of any escrow held by the City of Chesterfield for improvements in the development. Elevation Certificates will be required for any structures within the Special Flood Hazard Area or the Supplemental Protection Area. All new roads within

and adjacent to this site shall be constructed at least one (1) foot above the base flood elevation of the Special Flood Hazard Area. Improvements to existing roadways shall be required as necessary to provide at least one access route to each lot that is at least one (1) foot above the base flood elevation. Consult Article 5 of the Unified Development Code for specific requirements for specific requirements.

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

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

## **III. COMMENCEMENT OF CONSTRUCTION**

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

## **IV. GENERAL CRITERIA**

### **A. SITE DEVELOPMENT CONCEPT PLAN**

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

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

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

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

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

Louis Sewer District (MSD) and the Missouri Department of Transportation.

22. Compliance with Sky Exposure Plane.
23. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

### **C. SITE DEVELOPMENT SECTION PLAN SUBMITTAL REQUIREMENTS**

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

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.
3. Provide openspace percentage for overall development including separate percentage for each lot on the plan.
4. Provide Floor Area Ratio (F.A.R.).
5. A note indicating all utilities will be installed underground.
6. A note indicating signage approval is separate process.
7. Depict the location of all buildings, size, including height and distance from adjacent property lines and proposed use.
8. Specific structure and parking setbacks along all roadways and property lines.
9. Indicate location of all existing and proposed freestanding monument signs.
10. Zoning district lines, subdivision name, lot number, lot dimensions, lot area, and zoning of adjacent parcels where different than site.
11. Floodplain boundaries.

12. Depict existing and proposed improvements within 150 feet of the site as directed. Improvements include, but are not limited to, roadways, driveways and walkways adjacent to and across the street from the site, significant natural features, such as wooded areas and rock formations, and other karst features that are to remain or be removed.
13. Depict all existing and proposed easements and rights-of-way within 150 feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.
14. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
15. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending 150 feet beyond the limits of the site as directed.
16. Address trees and landscaping in accordance with the City of Chesterfield Code.
17. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.
18. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.
19. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport, St. Louis Department of Highways and Traffic, Metropolitan St. Louis Sewer District (MSD) and the Missouri Department of Transportation.
20. Compliance with Sky Exposure Plane.
21. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

## **V. TRUST FUND CONTRIBUTION**

### **A. ROADS**

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

<u>Type of Development</u>	<u>Required Contribution</u>
General Retail	\$2,223.29/parking space
Loading Space	\$3,638.14/parking space

(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 Saint Louis County Department of Transportation.

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

Allowable credits for required roadway improvements will be awarded as directed by the Saint Louis County Department of Transportation 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 Saint 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 Saint Louis County Department of Transportation. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by Saint Louis County Department of Transportation or prior to the issuance of building permits in the case where no Special Use Permit is required. If development phasing is anticipated, the developer shall provide the Traffic Generation Assessment contribution prior to the issuance of building permits for each phase of development. Funds shall be payable to Treasurer, Saint Louis County.

The amount of these required contributions for the roadway, storm water and primary water line improvements, if not submitted by January 1,

2017 shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the Saint Louis County Department of Transportation.

#### **B. WATER MAIN**

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

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

#### **C. STORM WATER**

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

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

#### **D. SANITARY SEWER**

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

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

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

## **VI. RECORDING**

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

## **VII. ENFORCEMENT**

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



# Chesterfield Valley Zoning Districts

