



**AGENDA REVIEW MEETING  
CHESTERFIELD CITY COUNCIL  
Monday, August 17, 2015  
6:30PM**

1. **Appointment – – Mayor Bob Nation**
  - A. **Architectural Review Board**
  
2. **Planning and Public Works Committee – Chairperson Connie Fults, Ward IV**
  - A. **Bill No. 3049 - P.Z. 04-2015 Arbors at Wilmas Farm (17508 Wild Horse Creek Road) (FIRST READING)**
  - B. **Bill No. 3050 - P.Z. 05-2015 Arbors at Wilmas Farm (17508 Wild Horse Creek Road) (FIRST READING)**
  - C. **Bill No. 3045 – Authorizes Grant of Easement to Monarch-Chesterfield Levee District (SECOND READING)**
  - D. **Bill No. 3047 – Approves Amendments to Stop/Yield Control Schedules – Model Traffic Ordinance (SECOND READING)**
  - E. **Bill No. 3048 – Approves Boundary Adjustment Plat re: Upper Kehrs Mill (SECOND READING)**
  - F. **Bill No. 3051 – Approves Record Plat - Arbors at Kehrs Mill - Plat 1 (FIRST AND SECOND READINGS)**
  - G. **Bill No. 3052 – Approves Record Plat - Arbors at Kehrs Mill - Plat 2 (FIRST AND SECOND READINGS)**
  - H. **Bill No. 3053 - Approves Fire Hydrant - Highcroft Elementary School (FIRST AND SECOND READINGS)**
  - I. **Next meeting - Thursday, August 20 (5:30pm)**

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

**4. New Business –Mayor Bob Nation**

**5. Adjourn –**

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

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**AGENDA**  
**CHESTERFIELD CITY COUNCIL MEETING**  
**Chesterfield City Hall**  
**690 Chesterfield Parkway West**  
**Monday, August 17, 2015**  
**7:00PM**

- I. CALL TO ORDER – Mayor Bob Nation**
- II. PLEDGE OF ALLEGIANCE – Mayor Bob Nation**
- III. MOMENT OF SILENT PRAYER – Mayor Bob Nation**
- IV. ROLL CALL –City Clerk Vickie Hass**
- V. APPROVAL OF MINUTES – Mayor Bob Nation**
  - A. City Council Meeting Minutes – August 3, 2015**
- VI. INTRODUCTORY REMARKS – Mayor Bob Nation**
  - A. Labor Day – Monday, September 7 (City Hall Closed)**
  - B. Next City Council Meeting – Wednesday, September 9**
- VII. COMMUNICATIONS AND PETITIONS – Mayor Bob Nation**

**VIII. APPOINTMENT – Mayor Bob Nation**

**A. Appointment – Architectural Review Board**

**IX. COUNCIL COMMITTEE REPORTS**

**A. Planning and Public Works Committee – Chairperson Connie Fults, Ward IV**

1. **Bill No. 3049 - P.Z. 04-2015 Arbors at Wilmas Farm (17508 Wild Horse Creek Road) (FIRST READING)**
2. **Bill No. 3050 - P.Z. 05-2015 Arbors at Wilmas Farm (17508 Wild Horse Creek Road) (FIRST READING)**
3. **Bill No. 3045 – Authorizes Grant of Easement to Monarch-Chesterfield Levee District (SECOND READING)**
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7. **Bill No. 3052 - Approves Record Plat - Arbors at Kehrs Mill - Plat 2 (FIRST AND SECOND READINGS)**
8. **Bill No. 3053 - Approves Fire Hydrant - High Croft Elementary School (FIRST AND SECOND READINGS)**
9. **Next meeting - Thursday, August 20 (5:30pm)**

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

**A.**

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

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

### **XIII. LEGISLATION**

- A. BILL NO. 3045 – AUTHORIZES THE GRANT OF A PERMANENT EASEMENT TO THE MONARCH-CHESTERFIELD LEVEE DISTRICT (SECOND READING; PLANNING/PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**
- B. BILL NO. 3047 – REPEALS AND REPLACES SCHEDULE VI, INTERSECTION STOPS, AND SCHEDULE VII, YIELD INTERSECTIONS, OF THE CITY OF CHESTERFIELD CODE OF ORDINANCES (SECOND READING; PLANNING/PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**
- C. BILL NO. 3053 – APPROVES THE INSTALLATION OF A FIRE HYDRANT AT HIGHCROFT RIDGE ELEMENTARY SCHOOL, WITHIN THE CITY OF CHESTERFIELD (FIRST AND SECOND READINGS; PLANNING/PUBLIC WORKS COMMITTEE)**

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

- A. BILL NO. 3048 – PROVIDES FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR LOTS 1 AND 2 OF 1600 KEHRS MILL ROAD FOR A 10.3 ACRE TRACT OF LAND ZONED “NU”, NON-URBAN DISTRICT, AND LOCATED EAST OF KEHRS MILL ROAD AND NORTH OF STRECKER ROAD (19U530446) (SECOND READING; DEPT. OF PUBLIC SERVICES RECOMMENDS APPROVAL)**
- B. BILL NO. 3049 – AMENDS THE ZONING ORDINANCE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN “NU” NON URBAN DISTRICT TO AN “E-1” ESTATE ONE ACRE DISTRICT FOR A 50.5279 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF WILD HORSE CREEK ROAD WEST OF ITS INTERSECTION WITH LONG ROAD AND EAST OF ITS INTERSECTION WITH ARBOR GROVE COURT. (P.Z. 04-2015 ARBORS AT WILMAS FARM {17508 WILD HORSE CREEK ROAD} 18V330035) (FIRST READING; PLANNING COMMISSION RECOMMENDS APPROVAL)**
- C. BILL NO. 3050 –AMENDS THE ZONING ORDINANCE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN “E-1” ESTATE ONE ACRE DISTRICT TO A “PUD” PLANNED UNIT DEVELOPMENT FOR A 50.5279 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF WILD HORSE CREEK ROAD WEST OF ITS INTERSECTION WITH LONG ROAD AND EAST OF ITS INTERSECTION WITH ARBOR GROVE COURT. (P.Z. 05-2015 ARBORS AT WILMAS FARM {17508 WILD HORSE CREEK ROAD} 18V330035) (FIRST READING; PLANNING COMMISSION RECOMMENDS APPROVAL)**
- D. BILL NO. 3051 – REPEALS CITY OF CHESTERFIELD ORDINANCE NUMBER 2848 PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT KEHRS MILL PLAT 1, A 27.055 ACRE TRACT OF LAND ZONED “PUD” PLANNED UNIT DEVELOPMENT DISTRICT LOCATED NORTH OF THE INTERSECTION OF STRECKER ROAD AND CHURCH ROAD (FIRST AND SECOND READINGS; PLANNING COMMISSION RECOMMENDS APPROVAL)**

**E. BILL NO. 3052 - REPEALS CITY OF CHESTERFIELD ORDINANCE NUMBER 2849 PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT KEHRS MILL PLAT 2, A 31.093 ACRE TRACT OF LAND ZONED "PUD" PLANNED UNIT DEVELOPMENT DISTRICT LOCATED NORTH OF THE INTERSECTION OF STRECKER ROAD AND CHURCH ROAD (FIRST AND SECOND READINGS; PLANNING COMMISSION RECOMMENDS APPROVAL)**

## **XV. ADJOURNMENT**

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

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

**AGENDA REVIEW – Monday, August 17 – 6:30PM**

Please note that an AGENDA REVIEW meeting has been scheduled for **6:30pm**, on Monday, August 17, 2015. The enclosed AGENDA contains a list of those items to be discussed, by City Council, at this meeting.

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

**UPCOMING MEETINGS/EVENTS**

<b>Monday, August 17</b>	<b>HAPPY BIRTHDAY COUNCILMEMBER MIKE CASEY!</b>
<b>Thursday, August 20</b>	Planning & Public Works Committee (5:30pm)
<b>Monday, August 24</b>	Planning Commission (7pm)
<b>Monday, September 7</b>	<b>LABOR DAY (CITY HALL CLOSED)</b>
<b>Wednesday, September 9</b>	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

**AUGUST 3, 2015**

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

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

A roll call was taken with the following results:

PRESENT

Mayor Bob Nation  
Councilmember Barry Flachsbart  
Councilmember Nancy Greenwood  
Councilmember Bridget Nations  
Councilmember G. Elliot Grissom  
Councilmember Mike Casey  
Councilmember Dan Hurt  
Councilmember Connie Fults

ABSENT

Councilmember Bruce DeGroot

APPROVAL OF MINUTES

The minutes of the July 20, 2015 City Council meeting were submitted for approval. Councilmember Grissom made a motion, seconded by Councilmember Greenwood, to approve the City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

## **INTRODUCTORY REMARKS**

Mayor Nation announced that the next meeting of City Council has been scheduled for Monday, August 17, at 7 p.m.

## **COMMUNICATIONS AND PETITIONS**

Mr. Mike Doster, DosterUllom, LLC, 16090 Swingley Ridge, representing adjacent property owners, requested an opportunity to review Bill No. 3048 (Approves Boundary Adjustment Plat re: Upper Kehrs Mill) before it is approved.

Mr. Gregory Calame, 1600 Kehrs Mill Road, explained the reason for his request for boundary adjustment related to Bill No. 3048 (Approves Boundary Adjustment Plat re: Upper Kehrs Mill) and agreed to having the second reading delayed until the next scheduled City Council meeting.

## **APPOINTMENTS**

Mayor Nation nominated Ms. Allison Harris, 36 Shady Valley Drive (Ward I), to serve as a member of the Planning Commission. He noted that, per City Council policy, Ms. Harris was interviewed by the P/PW Committee of City Council and that Committee, along with the Ward 1 Councilmembers, had unanimously endorsed her appointment. Councilmember Flachsbart made a motion, seconded by Councilmember Greenwood, to approve this appointment. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Ms. Harris' initial term will expire June 3, 2018.

Mayor Nation nominated Mr. Doug LeLong, DeLong Landscape Architecture, LLC, to serve as a member of the Architectural Review Board. Councilmember Greenwood made a motion, seconded by Councilmember Nations, to table this appointment until the August 17 City Council meeting in order to allow time to have some questions answered, regarding other possible nominees and the number of current vacancies on the ARB. A voice vote was taken with an affirmative result (Councilmember Casey voted No) and the motion was declared passed.

Mayor Nation nominated Mr. Kenneth Voigt, 16778 Benton Taylor Drive (Ward IV), for re-appointment to the Police Personnel Board. Councilmember Fults made a motion, seconded by Councilmember Flachsbart, to approve this re-appointment. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Mr. Voigt's new three-year term will expire August 15, 2018.

## **COUNCIL COMMITTEE REPORTS**

### **Finance and Administration Committee**

Councilmember Barry Flachsbart, Chairperson of the Finance and Administration Committee, reported that Bill No. 3043 (Broadmoor Condominium Neighborhood

Improvement District [NID]) will be considered for adoption under the “Legislation” portion of the agenda.

Councilmember Flachsbart reported that Bill No. 3042 (Re-Adopts requirements re: Conflict of Interest) will be considered for adoption under the “Legislation” portion of the agenda.

Councilmember Flachsbart made a motion, seconded by Councilmember Grissom, to extend the current contract for auditing services with Daniel Jones & Associates for three additional years, at the current annual price of \$21,580. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Flachsbart announced that the next meeting of this Committee has been scheduled for Monday, August 24, at 5:30 p.m.

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

Councilmember Connie Fults, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Flachsbart, to approve the amended City Hall Rental and Use Policy. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Fults made a motion, seconded by Councilmember Flachsbart, to approve T.S.P. 51-2015 (Verizon [724 Straub Road]). A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Fults made a motion, seconded by Councilmember Casey, to approve a new City Policy re: Development Review Process for Ordinance Amendments. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Fults reported that Bill No. 3045 (Authorizes Grant of Easement to Monarch-Chesterfield Levee District) will be read for the first time under the “Legislation” portion of the agenda.

Councilmember Fults reported that Bill No. 3046 (Authorizes Establishment of Show Me PACE Clean Energy District) is scheduled for both first and second reading approval under the “Legislation” portion of the agenda.

Councilmember Fults reported that Bill No. 3047 (Approves Amendments to Stop/Yield Control Schedules – Model Traffic Ordinance) will be read for the first time under the “Legislation” portion of the agenda.

Councilmember Fults made a motion, seconded by Councilmember Flachsbart, to authorize the City Administrator to execute a contract with Powers Bowersox regarding the final design of Veteran’s Honor Park. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Fults made a motion, seconded by Councilmember Flachsbart, to approve the transfer of \$155,000, to the General Fund, from General Fund - Fund Reserves, previously set-aside for the Veteran's Honor Park. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Fults reported that Bill No. 3041 (P.Z. 03-2015 – Sachs Properties [The Grove in Chesterfield]) will be considered for adoption under the “Legislation – Planning Commission” portion of the agenda.

Councilmember Fults reported that Bill No. 3048 (Approves Boundary Adjustment Plat re: Upper Kehrs Mill) will be read for the first time under the “Legislation – Planning Commission” portion of the agenda.

Councilmember Fults announced that the next meeting of this Committee has been scheduled for Thursday, August 6, at 5:30 p.m.

### **Committee-of-the-Whole**

President Pro Tem Connie Fults reported that Bill No. 3044 (Establishes rules/regulations re: City Council Committees) will be considered for adoption under the “Legislation” portion of the agenda.

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

Based upon review of information provided by Public Works Director/City Engineer Jim Eckrich, Mr. Herring joined with him in recommending award of a contract to Air Masters Corporation in an amount not to exceed \$749,000, for replacement of the HVAC system, at City Hall. Due to the previously-approved transfer of funds from General Fund – Fund Reserves, adequate funds exist within the FY2015 Budget to cover this entire expense. Councilmember Casey made a motion, seconded by Councilmember Flachsbart 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**

There was no new business.

### **LEGISLATION**

BILL NO. 3043      ESTABLISHES THE BROADMOOR CONDOMINIUMS  
NEIGHBORHOOD IMPROVEMENT DISTRICT (SECOND

**READING - FINANCE AND ADMINISTRATION  
COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Flachsbart made a motion, seconded by Councilmember Greenwood, for the second reading of Bill No. 3043. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3043 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3043 with the following results: Ayes – Casey, Fults, Nations, Flachsbart, Grissom, Hurt and Greenwood. Nays – None. Whereupon Mayor Nation declared Bill No. 3043 approved, passed it and it became **ORDINANCE NO. 2857.**

**BILL NO. 3042 RE-ADOPTS THE PROCEDURE ESTABLISHED IN  
ORDINANCE NO. 605 OF THE CITY OF CHESTERFIELD AS  
THE PROCEDURE FOR DISCLOSURE OF CONFLICTS FOR  
CERTAIN MUNICIPAL OFFICIALS (SECOND READING -  
FINANCE AND ADMINISTRATION COMMITTEE  
RECOMMENDS APPROVAL)**

Councilmember Flachsbart made a motion, seconded by Councilmember Greenwood, for the second reading of Bill No. 3042. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3042 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3042 with the following results: Ayes – Casey, Hurt, Flachsbart, Nations, Greenwood, Grissom and Fults. Nays – None. Whereupon Mayor Nation declared Bill No. 3042 approved, passed it and it became **ORDINANCE NO. 2858.**

**BILL NO. 3044 REPEALS ORDINANCE NUMBER 467, AMENDING  
ORDINANCE NO. 12 IN PART, AND SUBSTITUTING A NEW  
ORDINANCE ESTABLISHING NEW RULES AND  
REGULATIONS IN REGARDS TO THE CITY OF  
CHESTERFIELD'S STANDING COMMITTEES (SECOND  
READING – COMMITTEE-OF-THE-WHOLE  
RECOMMENDS APPROVAL)**

Councilmember Fults made a motion, seconded by Councilmember Casey, for the second reading of Bill No. 3044. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3044 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3044 with the following results: Ayes – Casey, Grissom, Hurt, Fults and Nations. Nays – Flachsbart and Greenwood. Whereupon Mayor Nation declared Bill No. 3044 approved, passed it and it became **ORDINANCE NO. 2859.**

**BILL NO. 3045 AUTHORIZES THE GRANT OF A PERMANENT EASEMENT  
TO THE MONARCH-CHESTERFIELD LEVEE DISTRICT  
(FIRST READING; PLANNING/PUBLIC WORKS  
COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Fults made a motion, seconded by Councilmember Flachsbart, for the first reading of Bill No. 3045. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3045 was read for the first time.

**BILL NO. 3046      ENABLES THE CITY OF CHESTERFIELD, MISSOURI TO JOIN SHOW ME PACE, PURSUANT TO SECTIONS 67.2800 TO 67.2835, RSMO, THE "PROPERTY ASSESSED CLEAN ENERGY ACT," AND STATING THE TERMS UNDER WHICH THE CITY WILL CONDUCT ACTIVITIES AS A MEMBER OF SUCH DISTRICT (FIRST AND SECOND READINGS; PLANNING/PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Fults made a motion, seconded by Councilmember Flachsbart, for the first reading of Bill No. 3046. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3046 was read for the first time.

Councilmember Fults made a motion, seconded by Councilmember Nations, for the second reading of Bill No. 3046. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3046 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3046 with the following results: Ayes – Greenwood, Grissom, Fults, Hurt, Flachsbart, Nations and Casey. Nays – None. Whereupon Mayor Nation declared Bill No. 3046 approved, passed it and it became **ORDINANCE NO. 2860**.

**BILL NO. 3047      REPEALS AND REPLACES SCHEDULE VI, INTERSECTION STOPS, AND SCHEDULE VII, YIELD INTERSECTIONS, OF THE CITY OF CHESTERFIELD CODE OF ORDINANCES (FIRST READING; PLANNING/PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Fults made a motion, seconded by Councilmember Flachsbart, for the first reading of Bill No. 3047. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3047 was read for the first time.

### **LEGISLATION – PLANNING COMMISSION**

**BILL NO. 3041      AMENDS THE ZONING ORDINANCE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF A "C8" PLANNED COMMERCIAL DISTRICT TO A "UC" URBAN CORE DISTRICT FOR A 3.6 ACRE TRACT OF LAND LOCATED SOUTHEAST OF THE INTERSECTION OF CHESTERFIELD PARKWAY WEST AND JUSTUS POST ROAD (P.Z. 03-2015, SACHS PROPERTIES (THE GROVE IN CHESTERFIELD - 19S431691 AND 19S430579) (SECOND**

**READING - PLANNING COMMISSION RECOMMENDS APPROVAL)**

Councilmember Fults made a motion, seconded by Councilmember Greenwood, for the second reading of Bill No. 3041. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3041 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3041 with the following results: Ayes – Nations, Flachsbart, Greenwood, Grissom, Fults, Casey and Hurt. Nays – None. Whereupon Mayor Nation declared Bill No. 3041 approved, passed it and it became **ORDINANCE NO. 2861.**

**BILL NO. 3048 PROVIDES FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR LOTS 1 AND 2 OF 1600 KEHRS MILL ROAD FOR A 10.3 ACRE TRACT OF LAND ZONED "NU", NON-URBAN DISTRICT, AND LOCATED EAST OF KEHRS MILL ROAD AND NORTH OF STRECKER ROAD (19U530446) (FIRST READING; DEPT. OF PUBLIC SERVICES RECOMMENDS APPROVAL)**

Councilmember Fults made a motion, seconded by Councilmember Flachsbart, for the first reading of Bill No. 3048. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3048 was read for the first time.

**ADJOURNMENT**

Mayor Nation recognized a Boy Scout in attendance and invited him to stay after the meeting, to ask any questions he may have.

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:49 p.m.

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Mayor Bob Nation

**ATTEST:**

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Vickie J. Hass, City Clerk

## **APPOINTMENT**

As detailed in the enclosed MEMO, prepared by City Clerk Vickie Hass, Mayor Nation has confirmed his intent to nominate the following individual to serve as a member of the **Architectural Review Board (ARB)**:

**Doug DeLong** - 2-year term, expiring 8-17-17

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



## **MEMORANDUM**

**DATE:** August 12, 2015  
**TO:** Michael G. Herring, City Administrator  
**FROM:** Vickie Hass, City Clerk  
**SUBJECT:** Appointment to Architectural Review Board

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Mayor Nation intends to nominate the following individual for appointment to the Architectural Review Board at the August 17, 2015 City Council meeting:

Doug DeLong  
DeLong Landscape Architecture, LLC  
7620 West Bruno Avenue  
St. Louis, MO 63117  
New two-year term expires **8/17/17**

Please list this appointment on the August 17 City Council agenda.

✓ MGH  
8/12/15

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

As detailed in the enclosed MINUTES, prepared by Mike Geisel, Director of Public Services, the P/PW Committee met on Thursday, August 6, 2015.

The following is a list of those items discussed/acted upon, by this Committee, which are being forwarded to City Council for consideration/action at Monday's meeting:

**IIIA. Bill No. 3049 - P.Z. 04-2015 Arbors at Wilmas Farm (17508 Wild Horse Creek Road) (FIRST READING)**

**IIIB. Bill No. 3050 - P.Z. 05-2015 Arbors at Wilmas Farm (17508 Wild Horse Creek Road) (FIRST READING)**

---- **Bill No. 3045 – Authorizes Grant of Easement to Monarch-Chesterfield Levee District (SECOND READING)**

---- **Bill No. 3047 – Approves Amendments to Stop/Yield Control Schedules – Model Traffic Ordinance (SECOND READING)**

---- **Bill No. 3048 – Approves Boundary Adjustment Plat re: Upper Kehrs Mill (SECOND READING)**

---- **Bill No. 3051 – Approves Record Plat - Arbors at Kehrs Mill - Plat 1 (FIRST AND SECOND READINGS)**

---- **Bill No. 3052 - Approves Record Plat - Arbors at Kehrs Mill - Plat 2 (FIRST AND SECOND READINGS)**

---- **Bill No. 3053 - Approves Fire Hydrant - High Croft Elementary School (FIRST AND SECOND READINGS)**

---- **Next meeting - Thursday, August 20 (5:30pm)**

As is always the case, please contact Chairperson Connie Fults, any other member of this Committee, Mike Geisel or me, PRIOR to Monday's meeting, if you have any questions.

✓ MGH  
8/12/15



# MEMORANDUM

TO: Michael G. Herring, City Administrator  
FROM: Mike Geisel, Director of Public Services  
SUBJECT: Planning & Public Works Committee Meeting Summary  
Thursday, August 6, 2015

A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, August 6, 2015 in Conference Room 101.

In attendance were: **Chair Connie Fults** (Ward IV), **Councilmember Bridget Nations** (Ward II) and **Councilmember Dan Hurt** (Ward III).

Also in attendance were: Mayor Bob Nation; Harry O'Rourke, Interim City Attorney; Planning Commission Chair Stanley Proctor; Mike Geisel, Director of Public Services; Jim Eckrich, Public Works Director/City Engineer; Aimee Nassif, Planning & Development Services Director; Jessica Henry, Project Planner; and Kathy Juergens, Recording Secretary.

The meeting was called to order at 5:32 p.m.

## I. APPROVAL OF MEETING SUMMARY

### A. Approval of the July 23, 2015 Committee Meeting Summary.

Councilmember Hurt made a motion to approve the Meeting Summary of July 23, 2015. The motion was seconded by Councilmember Nations and passed by a voice vote of 3-0.

\* TO BE DISCUSSED AT THE 8/17 CITY COUNCIL MTG

## II. OLD BUSINESS - None.

## III. NEW BUSINESS

- \* A. **P.Z. 04-2015 Arbors at Wilmas Farm (17508 Wild Horse Creek Road)**: A request for a zoning map amendment from an "NU" Non-Urban District to an "E-1" Estate One-Acre District for 50.5279 acres located on the south side of Wild Horse Creek Road west of its intersection of Long Road and east of its intersection with Arbor Grove Court (18V330035).

## STAFF REPORT

Jessica Henry, Project Planner, stated the Petitioner is requesting to zone the property "E-1" as the first step of a two-step zoning process followed by an additional petition for a zoning map amendment to obtain "PUD" zoning. The Petitioner has submitted an outboundary survey that meets all City Code requirements. A Public Hearing was held on June 22, 2015 at which time no issues were raised. A vote was taken at the July 27, 2015 Planning Commission meeting where a motion to approve was unanimously passed.

- B. **P.Z. 05-2015 Arbors at Wilmas Farm (17508 Wild Horse Creek Road)**: A request for a zoning map amendment from an "E-1" Estate One-Acre District to a "PUD" Planned Unit Development for 50.5279 acres located on the south side of Wild Horse Creek Road west of its intersection of Long Road and east of its intersection with Arbor Grove Court (18V330035).

### **STAFF REPORT**

Jessica Henry, Project Planner, stated that this petition is the second step of the zoning procedure in order to establish a "PUD" District. A Public Hearing was also held on June 22, 2015 and no issues were raised, therefore a vote was taken at the July 27, 2015 Planning Commission meeting. Ms. Henry stated a preliminary plan had been submitted. They are proposing two access points; the main entrance is off Wild Horse Creek Road and a secondary entrance off Deep Forest Drive. There will be 47 lots on 50.5 acres. The plan includes a large 7.82 acre greenspace preservation area and 39% common open space. Amenities include a walking trail, a multi-sports field, a playground and other recreational areas.

At the July 27, 2015 Planning Commission vote meeting, Staff proposed that two amendments be included in the Attachment A. The first was to clarify that the paved portion of the walking trail would be permitted within the greenspace preservation area and the second was to clarify that a 30 ft. cross access easement to the adjacent church property to the west would be shown both on the preliminary plan and within the Attachment A. A vote on a motion to approve the petition with the amendments to the Attachment A was unanimously approved.

Staff is recommending approval of both requests.

### **DISCUSSION**

Planning Commission Chair Stanley Proctor advised there were no concerns raised at the Public Hearing by Staff or the Planning Commission so an issues meeting was not required and the proposal was unanimously approved.

Chair Fults recalled that a different developer had previously presented a plan for this site but the Planning Commission was not happy with it. Mr. Proctor concurred and stated the new Developer took into consideration the issues raised by the Planning Commission and has revised the plan considerably. Chair Fults stated she is very pleased with the amount of "community" areas incorporated in the project along with the new street configuration.

Councilmember Hurt asked if the surrounding neighbors were in favor of the proposal. Chair Fults stated the residents know the land will be developed and are pleased with the current proposal. Mayor Nation pointed out the proposed plan is consistent with surrounding developments.

Mayor Nation's noted his concern regarding the type of buffer utilized at a neighboring development, which he feels looks "unkempt". It was explained that there are "landscaped" buffers and "undisturbed" buffers, which can include a lot of native plantings. Ms. Aimee Nassif, Planning and Development Services Director, stated Staff has not yet had any discussions with the Developer on the details of the proposed plantings as this project is not at the site plan stage, however, there will be some "undisturbed" areas that will be preserved in their natural state.

There was further discussion regarding the existing access points along Wild Horse Creek Road. Mr. Mike Geisel, Director of Public Services, pointed out that the location of the access off of Wild Horse Creek Road for the subject development is dictated by the water main that runs parallel to

Wild Horse Creek Road. As the area develops, Councilmember Hurt stated that the City should encourage keeping access points at least 500-600 feet apart along Wild Horse Creek Road.

**Councilmember Fults made a motion to forward P.Z. 04-2015 Arbors at Wilmas Farm (17508 Wild Horse Creek Road) to City Council with a recommendation to approve. The motion was seconded by Councilmember Hurt and passed by a voice vote of 3-0.**

**Councilmember Fults made a motion to forward P.Z. 05-2015 Arbors at Wilmas Farm (17508 Wild Horse Creek Road) to City Council with a recommendation to approve. The motion was seconded by Councilmember Nations and passed by a voice vote of 3-0.**

*✓ not*  
**Note: Two Bills, as recommended by the Planning Commission, will be needed for the August 17, 2015 City Council Meeting. See Bills # 3049 & 3050**

**[Please see the attached reports prepared by Aimee Nassif, Planning and Development Services Director, for additional information on P.Z. 04- 2015 and P.Z. 05-2015 Arbors at Wilmas Farm (17508 Wild Horse Creek Road).]**

### **C. Compressed Natural Gas Fueling Station and Truck Conversions**

#### **STAFF REPORT**

Jim Eckrich, Public Works Director/City Engineer, gave a brief history of Compressed Natural Gas (CNG) in Chesterfield and stated the following:

- ❖ September 2013 – Parkway School District constructed a CNG station and purchased 30 new CNG fueled buses utilizing federal grant funding.
  - Chesterfield began negotiations for future utilization of the CNG station to provide for early entry and trial conversions of PW CNG vehicles.
- ❖ March 2014 – Chesterfield applied for Congestion Mitigation and Air Quality (CMAQ) grant to construct a CNG station and convert trucks. Grant was denied.
- ❖ December 2014 – City Council authorized use of \$125,000 to upgrade five vehicles for CNG and to enter into an agreement with Parkway for use of their CNG station.
  - Parkway agreed to allow the City to use their CNG station waiving original cost and to provide fuel at their direct cost.
- ❖ Council concurred with long term strategy for the City to obtain a fueling facility and subsequent additional vehicle conversions.
- ❖ March 2015 – City reapplied for CMAQ grant. In June, City is notified that grant is successful.

Mr. Eckrich stated the grant is administered by MoDOT. The maximum grant amount available is 80% of costs and the City did qualify for 80%. The grant will fund 80% of costs for a new CNG station and the incremental cost to upgrade 13 trucks for CNG. Mr. Eckrich provided the following details of the grant:

- ❖ Total project cost to construct the CNG facility and upgrade 13 vehicles is \$1,400,030 of which \$1,120,023 will be reimbursed through the grant.
  - \$1,400,030 for City-owned CNG station – City cost is 20% or \$209,606.
  - \$352,000 for 13 vehicle upgrades to CNG – City cost is 20% or \$70,400.
- ❖ **TOTAL NET COST TO THE CITY IS \$280,006.**

## DISCUSSION

In response to Committee questions, the following items were discussed and clarified.

Grant Reimbursement: Progress pay requests will be submitted throughout the construction process and reimbursements are normally received within a few weeks of each request.

Length of Project: The project will begin later this year and continue through 2017 but the actual construction of the fueling station will take approximately one year.

Net Cost to the City: Of the \$280,006 cost to the City, \$238,406 will come from the General Fund-Fund Reserves and \$41,600 will come from the Capital Project Fund.

Funding for Additional Trucks: The proposed project does not include the cost of purchasing additional CNG trucks. The proposed project only includes the cost to upgrade 13 new trucks. After these trucks are purchased, approximately half of the City's Street Maintenance fleet will be CNG. Starting in 2018, the City will need to purchase additional vehicles and they will most likely be diesel and gas vehicles as it is not the City's intent to convert all vehicles to CNG.

Location of CNG Fueling Station: The fueling station will be located at the Public Works facility in the area west of the existing building.

Economic Comparison of CNG Fuel versus Diesel and Unleaded: As CNG vehicles become more prevalent, the cost of conversion will become more economical. CNG fuel is about two-thirds of the cost of unleaded or diesel fuel. CNG fuel pricing has been relatively stable whereas the cost of diesel and unleaded fuel has been volatile. Further savings will be realized with CNG vehicles due to the EPA's diesel emission requirements. Each new diesel vehicle requires emissions technology that increases the actual vehicle acquisition cost. In addition, the secondary market for CNG vehicles has been increasing at a very rapid pace.

Effect on General Fund-Fund Reserves Account: The current General Fund-Fund Reserve above the 40% Policy Expense is \$2,403,211. It was noted that this is the net figure after the allocation for the Chesterfield Parkway pedestrian bridge over Highway 40 has been deducted. After the CNG project, the balance will be \$2,164,805.

Agreement with Parkway School District Fueling Station: The City's CNG vehicles will continue to access the Parkway Station at certain times and Chesterfield will offer reciprocal services of its fueling station to the Parkway School District.

Cost differential between CNG and Standard Vehicles: There is currently about a \$40,000 difference on larger trucks and \$12,000 on smaller trucks. There may be a higher capital cost, but there is a much lower operational cost in the long run. It is in the City's best interest, both financially and strategically, to utilize multiple fuel sources.

Mr. Eckrich summarized Staff's request as follows:

1. Recommend the City enter into a program agreement with MoDOT for administration of a grant to construct a CNG facility and upgrade 13 vehicles.
2. Recommend to City Council that funding be appropriated as follows:
  - Delay the purchase of two 2.5 ton trucks already approved and funded within the 2015 budget. Funds appropriated for these purchases (\$380,000) will be incorporated into the 2016 Capital Projects fund budget request. The two trucks

will subsequently be purchased in conjunction with the 13 truck purchase detailed within the CMAQ Grant.

- Accelerate the purchase of five trucks that are currently planned and scheduled for replacement in 2017. These trucks would actually be purchased in 2016 and temporarily funded by a transfer from the General Fund-Fund Reserves in the amount of \$729,000.
- The 2016 Capital Projects Fund budget should provide for the normal planned and scheduled purchase of six CNG trucks in 2016.
- Fund approximately \$1,048,030 for the design and construction of the new CNG Fueling Station at the Public Works Facility through a 2016 fund transfer from the General Fund-Fund Reserves.

Staff anticipates presenting this matter to Council in September after the grant is formally approved and the program agreement is received.

**Councilmember Hurt made a motion to approve and forward to City Council Staff's recommendations to enter into a program agreement with MoDOT for administration of a grant to construct a CNG facility and upgrade 13 vehicles. The motion was seconded by Councilmember Nations and passed by a voice vote of 3-0.**

#### **D. Snow Removal for Private Driveways within Public Right of Way**

##### **STAFF REPORT**

Jim Eckrich, Public Works Director/City Engineer, stated since last year's implementation of the Snow Removal for Private Driveway program, there were only two events in which Chesterfield received in excess of two inches of snow. During these two events, Public Services maintenance personnel spent approximately 30-40 man hours removing snow from the private driveway aprons of residents qualifying for the program. Because there were only two events and because these snowfalls were relatively low, Staff is unable to determine if this program should be continued on an annual basis. Therefore, Staff is recommending that the program be implemented for one additional year on a trial basis. After the 2015/2016 winter season, the program will again be assessed and a recommendation will be made as to whether the program should be continued.

**Councilmember Hurt made a motion to extend the Snow Removal for Private Driveways within Public Right of Way program for one additional year on a trial basis. The motion was seconded by Councilmember Nations and passed by a voice vote of 3-0.**

Relating to snow removal, Councilmember Hurt stated the City reimburses subdivisions for private street snow removal based on a formula, however, the formula does not apply to gated communities. Councilmember Hurt questioned whether the opinions of former City Attorneys Beech and Heggie were still valid, and asked that this matter be looked at again by current City Attorney O'Rourke. Councilmember Hurt stated he feels that all private streets, whether gated or not, should be part of the reimbursement program and would like for current legal counsel to further research the issue.

**Councilmember Hurt made a motion to direct the Interim City Attorney to research snow removal on private streets and report back to the Committee as to whether this reimbursement could be applied to gated communities. The motion was seconded by Councilmember Nations and passed by a voice vote of 3-0.**

**IV. PROJECT UPDATES**

Due to time constraints, Ms. Aimee Nassif, Planning and Development Services Director, stated she will email the Project Update report to the Committee.

**V. OTHER**

**VI. ADJOURNMENT**

The meeting adjourned at 6:15 p.m.

# City Council Memorandum

## Department of Public Services



**To:** Michael Herring, City Administrator  
**From:** Aimee Nassif, Planning and Development Services Director  
**Date:** August 10, 2015  
**CC Date:** August 17, 2015  
**RE:** **P.Z. 04-2015 Arbors at Wilmas Farm (17508 Wild Horse Creek Road)**: A request for a zoning map amendment from an "NU" Non-Urban District to an "E-1" Estate One-Acre District for 50.5279 acres located on the south side of Wild Horse Creek Road west of its intersection of Long Road and east of its intersection with Arbor Grove Court (18V330035).

Wilmas Farm, LLC, by: McBride & Son Acquisitions, LLC, is requesting a zoning map amendment from the City of Chesterfield to change the zoning of a tract of land currently zoned "NU" Non-Urban District to "E-1" Estate One-Acre District. The property was originally zoned "NU" Non-Urban District by St. Louis County and has been primarily used for agricultural purposes. The petitioner is requesting to zone the property "E-1" Estate One-Acre District as part of a two-step zoning process in order to obtain entitlements to develop this tract of land as a single-family residential subdivision. The second step of this process is to file an additional petition for a zoning map amendment to obtain "PUD" Planned Unit Development zoning, which the Petitioner has done (P.Z. 05-2015).

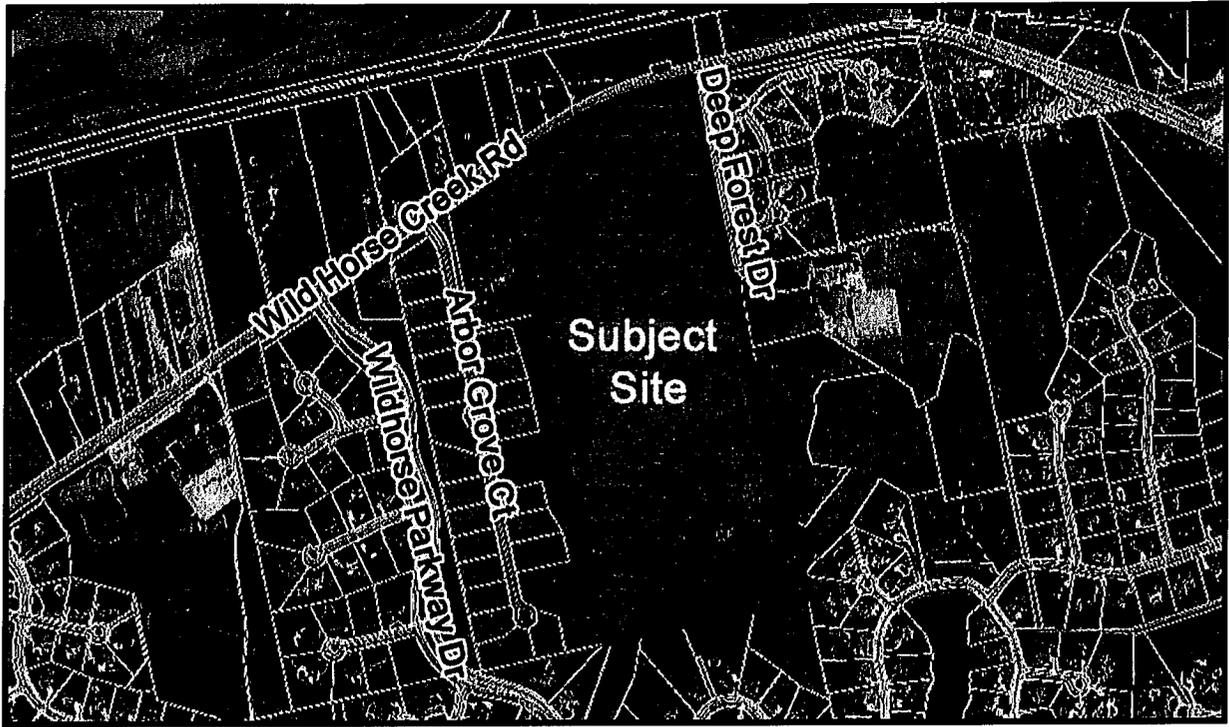
A Public Hearing relative to this petition was held at the June 22<sup>nd</sup>, 2015 Planning Commission meeting. No issues were identified at this time and subsequently a Planning Commission Vote Meeting was held on July 27<sup>th</sup>, 2015 where a motion to approve the petition was passed by a vote of 9-0.

This petition was reviewed by the Planning and Public Works Committee on August 6<sup>th</sup>, 2015. A motion to forward P.Z. 04-2015 Arbors at Wilmas Farm (17508 Wild Horse Creek Road) to City Council with a recommendation to approve was passed by a vote of 3-0.

Attached to the legislation, please find a copy of the Outboundary Survey.

✓  
MNH  
8/12/15

See Bill # 3049



# City Council Memorandum

## Department of Public Services



**To:** Michael Herring, City Administrator  
**From:** Aimee Nassif, Planning and Development Services Director  
**Date:** August 10, 2015  
**CC Date:** August 17, 2015  
**RE:** **P.Z. 05-2015 Arbors at Wilmas Farm (17508 Wild Horse Creek Road)**: A request for a zoning map amendment from an "E-1" Estate One-Acre District to a "PUD" Planned Unit Development for 50.5279 acres located on the south side of Wild Horse Creek Road west of its intersection of Long Road and east of its intersection with Arbor Grove Court (18V330035).

McBride & Son Acquisitions, LLC, is seeking a change of zoning to the "PUD" Planned Unit Development zoning district for this tract of land. The PUD petition (P.Z. 05-2015) is a separate request from the "E-1" Estate One-Acre District request (P.Z. 04-2015); however the applicant has submitted them concurrently in order to establish the density requirements for the PUD. As required for a "PUD" Planned Unit Development, a Preliminary Plan and Project Narrative are included for your consideration.

The "PUD" request is for 47 lots which range in size from 22,000 square feet to 28,637 square feet with an average lot size of 23,012 square feet. Additional development characteristics proposed include 39% Common Open Space, 30 foot eastern and western perimeter landscape buffers, an enhanced 50 foot landscape buffer and common open space area along the northern perimeter that fronts Wild Horse Creek Road, a 7.82 acre greenspace preservation area, and several community amenities such as a playground area, multi-sports field, and a walking trail.

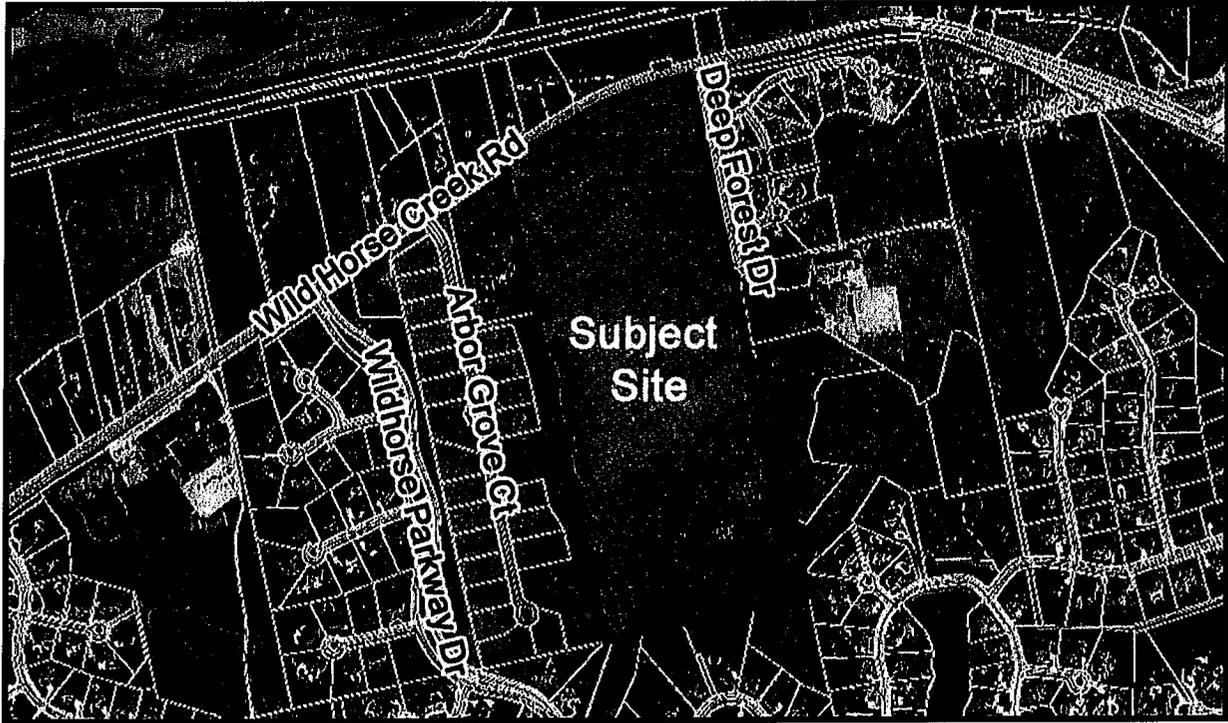
A Public Hearing relative to this petition was held at the June 22<sup>nd</sup>, 2015 Planning Commission meeting. No issues were identified at that time and subsequently a Planning Commission Vote Meeting was held on July 27<sup>th</sup>, 2015. A motion to approve the petition as amended was passed by a vote of 9-0.

This petition was then reviewed by the Planning and Public Works Committee on August 6<sup>th</sup>, 2015. A motion to forward P.Z. 05-2015 Arbors at Wilmas Farm (17508 Wild Horse Creek Road) to City Council with a recommendation to approve was passed by a vote of 3-0.

Attached to the legislation, please find a copy of the Attachment A, Preliminary Plan and Project Narrative.

✓ MGH  
8/12/15

See Bill # 3050



# City Council Memorandum

## Department of Public Services

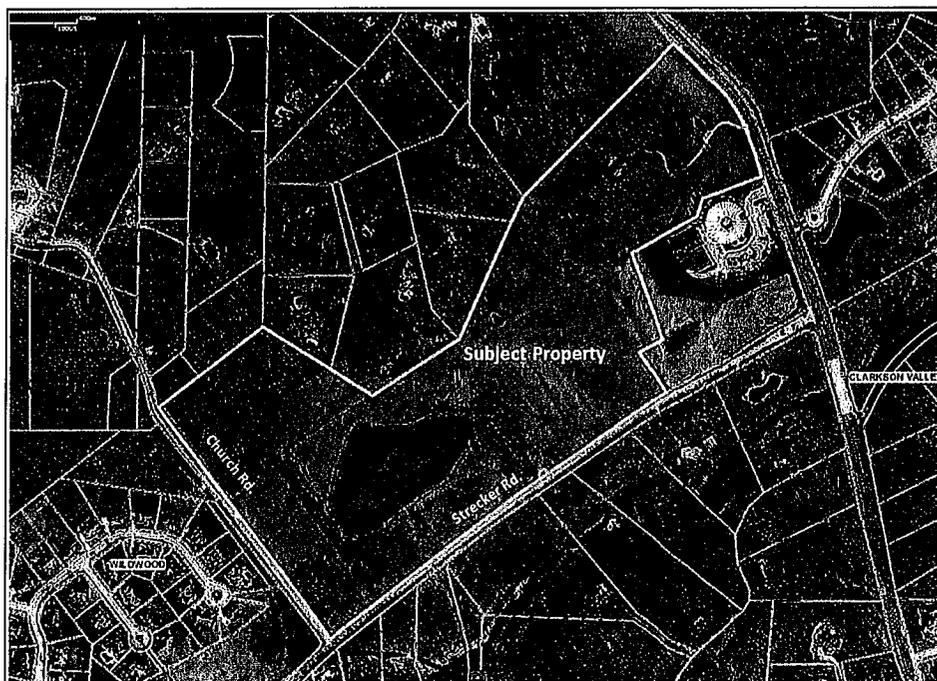


**To:** Michael Herring, City Administrator  
**From:** Aimee Nassif, Planning and Development Services Director  
**Date:** August 10, 2015  
**CC Date:** August 17, 2015  
**Re:** **Arbors at Kehrs Mill – Plat 1:** A Record Plat for a 27.055 acre tract of land zoned “PUD” Planned Unit Development District located north of the intersection of Strecker Road and Church Road

On May 4<sup>th</sup>, 2015, the City of Chesterfield City Council approved Ordinance 2848 for this plat; however, the plan was not recorded within 60 days as required by the Unified Development Code therefore re-approval is required. The Sterling Company, on behalf of Arbors at Kehrs Mill, LLC., has re-submitted the exact same Subdivision Plat for a 27.055 acre tract which proposes twenty-six (26) new lots and interior streets as previously approved. The purpose of this plat is to establish the twenty-six (26) lots for development and to provide for necessary infrastructure.

On July 27, 2015, the Planning Commission recommended re-approval of the Record Plat for the Subdivision of Arbors at Kehrs Mill Plat 1 with a vote of 9-0.

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



✓ MSH  
8/12/15

See Bill # 3051

# City Council Memorandum

## Department of Public Services

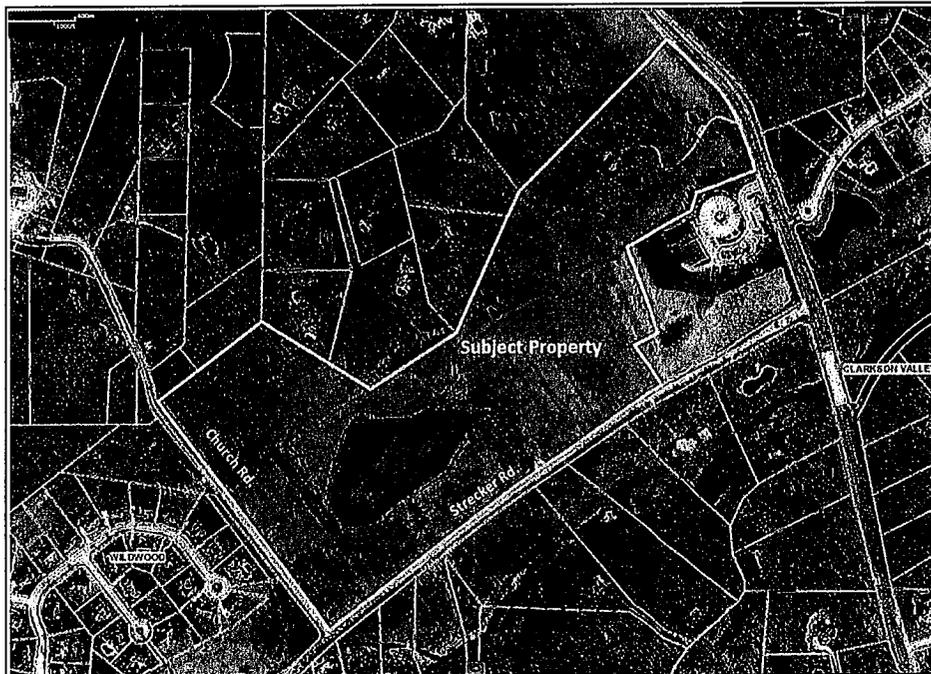


**To:** Michael Herring, City Administrator  
**From:** Aimee Nassif, Planning and Development Services Director  
**Date:** August 10, 2015  
**CC Date:** August 17, 2015  
**Re:** Arbors at Kehrs Mill - Plat 2: A Record Plat for a 31.093 acre tract of land zoned "PUD" Planned Unit Development District located north of the intersection of Strecker Road and Church Road

On May 4<sup>th</sup>, 2015, the City of Chesterfield City Council approved Ordinance 2849 for this plat; however, the plan was not recorded within 60 days as required by the Unified Development Code therefore re-approval is required. The Sterling Company, on behalf of Arbors at Kehrs Mill, LLC., has re-submitted the exact same Subdivision Plat for a 31.093 acre tract which proposes eighteen (18) new lots and interior streets as previously approved. The purpose of this plat is to establish the eighteen (18) lots for development and to provide for necessary infrastructure.

On July 27, 2015, the Planning Commission recommended re-approval of the Record Plat for the Subdivision of Arbors at Kehrs Mill Plat 2 with a vote of 9-0.

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



✓ m67  
8/12/15

See Bill # 3052

**LEGISLATION**

**BILL NO. 3045** – AUTHORIZES THE GRANT OF A PERMANENT EASEMENT TO THE MONARCH-CHESTERFIELD LEVEE DISTRICT (**SECOND READING; PLANNING/PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL**)

**BILL NO. 3047** – REPEALS AND REPLACES SCHEDULE VI, INTERSECTION STOPS, AND SCHEDULE VII, YIELD INTERSECTIONS, OF THE CITY OF CHESTERFIELD CODE OF ORDINANCES (**SECOND READING; PLANNING/PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL**)

**BILL NO. 3053** – APPROVES THE INSTALLATION OF A FIRE HYDRANT AT HIGHCROFT RIDGE ELEMENTARY SCHOOL, WITHIN THE CITY OF CHESTERFIELD (**FIRST AND SECOND READINGS; PLANNING/PUBLIC WORKS COMMITTEE**)

BILL NO. 3045

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

**AN ORDINANCE AUTHORIZING THE GRANT OF A PERMANENT EASEMENT TO THE MONARCH-CHESTERFIELD LEVEE DISTRICT**

**WHEREAS**, the Monarch-Chesterfield Levee District operates and maintains the Monarch-Chesterfield Levee in conformance with Public Law 84-99; and

**WHEREAS**, the Monarch-Chesterfield Levee protects lives, properties, and improvements for Chesterfield Valley; and

**WHEREAS**, The City of Chesterfield and the Monarch-Chesterfield Levee District require a cooperative relationship to ensure a uniform, coordinated and transparent response to river conditions; and

**WHEREAS**, The Monarch-Chesterfield Levee District is desirous of maintaining a clear zone along the riverside toe of the Monarch-Chesterfield levee and to facilitate other future levee improvements; and

**WHEREAS**, The Planning and Zoning Committee of City Council has reviewed and recommended the grant of permanent easement rights to the Monarch-Chesterfield Levee District for the afore described purposes; City of Chesterfield and the Monarch-Chesterfield Levee District requires a cooperative relationship to ensure a uniform, coordinated and transparent response to river conditions.

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

**Section 1.** The City Administrator is hereby authorized to execute the easement to the Monarch-Chesterfield Levee District, a copy of which is attached hereto, marked as "Exhibit A".

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

FIRST READING HELD: 8/3/15

BILL NO. 3047

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

**AN ORDINANCE REPEALING AND REPLACING SCHEDULE VI INTERSECTION STOPS AND SCHEDULE VII YIELD INTERSECTIONS OF THE CITY OF CHESTERFIELD CODE OF ORDINANCES.**

**WHEREAS**, the Department of Public Services has completed a comprehensive review of the current traffic postings; and

**WHEREAS**, the Department of Public Services has also reviewed the existing Traffic Schedules of the City Code; and

**WHEREAS**, a number of traffic postings are not in strict accordance with the City of Chesterfield Traffic Schedules of City Code; and

**WHEREAS**, the City Council believes that enactment of the new ordinance will serve to protect the health, welfare and safety of the city's residents and motoring public.

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

Section 1. Schedule VI as it relates to Intersection Stops is hereby repealed and replaced with a new Schedule VI to read as follows:

In accordance with section 300 of this Code [Code of the City of Chesterfield, Missouri], and when signs are erected giving notice thereof, traffic at the intersection listed in this schedule shall be required to stop as specified in this schedule.

**Intersection**

Amherst Green Court and Amherst Terrace  
Annasarra Court and White Lane Drive  
Appalachian Trail and Beaver Creek Road  
Appalachian Trail and Cedar Creek Road  
Appalachian Trail and Duxbury Way  
Appalachian Trail and Eaglepass Drive  
Appalachian Trail and Harrisburg Court  
Appalachian Trail and Hidden Oak Drive  
Appalachian Trail and Hitchcock Road  
Appalachian Trail and Jonesborough Road  
Appalachian Trail and Pickett Court

**Traffic on Highway, Road, Street or Alley Listed Below Shall Stop**

All-Way stop  
All-Way stop  
Beaver Creek Road (northbound)  
Cedar Creek Court (northbound)  
Duxbury Way (northbound)  
Eaglepass Drive (westbound)  
Harrisburg Court (eastbound and westbound)  
All-Way stop  
Hitchcock Road (eastbound)  
Jonesborough Road (southbound)  
Pickett Court (westbound)

Appalachian Trail and Rutland Circle  
Appalachian Trail and Salt Box Drive  
Appalachian Trail and Still-House Creek Road  
Appalachian Trail and Ticonderoga Drive  
Appalachian Trail and Traverton Drive  
Appalachian Trail and Winema Drive  
August Hill Drive and Stonebrook Court and Willow Weald Path

Baxter Crossing Lane and Westmeade Drive  
Baxter Road and Baxter Village Drive  
Baxter Road and Baxton Way  
Baxter Road and Chateau Village Drive

Baxter Road and Claymont Estates Drive  
Baxter Road and Country Field Drive  
Baxter Road and Heathercroft Drive  
Baxter Road and Isleview Drive  
Baxter Road and Manor Creek Drive  
Baxter Road and Royalbrook Drive  
Baxter Road and Summer Lake Drive

Baxter Road and Summer Ridge Drive  
Beagle Lane and Walfield Lane  
Beechcraft Avenue and Edison Avenue  
Bell Avenue and Edison Avenue  
Bent Tree Drive and Wilson Road  
Benton Taylor Drive and Benton Taylor Lane  
Blue Hill Road and Kehrs Mill Road  
Bow Tree Court and Clarkson Road

Boxford Court and Saylesville Drive  
Bramblewood Court and Stablestone Drive  
Brittania Court and Brittania Drive  
Brittania Drive and Buckingham Drive  
Brittania Drive and Gatemont Drive  
Brittania Drive and Oxborough Court  
Brittania Drive and Schoettler Road

Brook Hill Court and Brook Hill Drive  
Brook Hill Drive and Brook Hill Ridge Drive  
Brook Hill Lane and White Lane Drive  
Burkhardt Place and Veterans Place Drive  
Carriage Crossing Lane and Wild Horse Creek Road

Rutland Circle (northbound)  
Salt Box Drive (southbound)  
All-Way stop  
Ticonderoga Drive (westbound)  
Traverton Drive (northbound)  
All-Way stop

All-Way stop  
Westmeade Drive (northbound and southbound)  
Baxter Village Drive (westbound)  
Baxton Way (eastbound)  
Chateau Village Drive (westbound)  
Claymont Estates Drive (eastbound and westbound)

Country Field Drive (northbound)  
Heathercroft Drive (northbound)  
Isleview Drive (westbound & eastbound)  
Manor Creek Drive (southbound)  
Royalbrook Drive (westbound)  
Summer Lake Drive (westbound)  
Summer Ridge Drive (eastbound and westbound)

Walfield Lane (northbound)  
Beechcraft Avenue  
Bell Avenue (northbound,southbound)  
Bent Tree Drive (westbound)  
Benton Taylor Lane (southbound)  
Blue Hill Road (southbound & northbound)  
Bow Tree Court (southbound)

All-Way stop  
Bramblewood Court (northbound)  
Brittania Court  
Buckington Drive  
Gatemont Drive  
Oxborough Court  
Brittania Drive (westbound)  
Brook Hill Court (northbound and southbound)

All-Way stop  
White Lane Drive  
Veterans Place Drive (northbound)

Carriage Crossing Lane (northbound)

Cedar Forest Court and Country Ridge Drive	Cedar Forest Court (southbound)
Cedarmill Drive and Clover Ridge Drive	Clover Ridge Drive (Northbound and Southbound)
Cedarmill Drive and Country Ridge Drive	All-Way stop
Cedarmill Drive and Summer Ridge Drive & Summer Lake Drive (east of Baxter Road)	All-Way stop
Cedarmill Drive and Summer Ridge Drive (west of Baxter Road)	All-Way stop
Century Lake Drive and Old Baxter Road	Century Lake Drive (westbound)
Cepi Drive and Chesterfield Airport Road	Cepi Drive (northbound)
Chamfers Farm Road and Wilson Road	Chamfers Farm Road (westbound)
Chateaugay Lane and Heather Crest Drive	Heather Crest Drive
Chequer Drive and Highcroft Drive	All-Way stop
Chermore Drive and Schoettler Road	Chermore Drive (northbound and southbound)
Chesterfield Airport Road and Chesterfield Industrial Boulevard	Chesterfield Industrial Boulevard (northbound)
Chesterfield Airport Road and Goddard Avenue	Goddard Avenue (northbound and southbound)
Chesterfield Commons Drive and Commons Frontage Road	All-Way stop
Chesterfield Commons Drive and THF Boulevard	THF Boulevard (eastbound and westbound)
Chesterfield Commons East Road and THF Boulevard	THF Boulevard (eastbound)
Chesterfield Commons East Road and Commons Frontage Road	Commons Frontage Road (eastbound)
Chesterfield Estates Drive and Riverdale Circle	All-Way stop
Chesterfield Industrial Boulevard and Edison Avenue	All-Way stop
Chesterfield Mall North Entrance and Chesterfield Center	Chesterfield Mall North Entrance (southbound)
Chesterfield Manor Drive and LeHigh Meadows Drive	All-Way stop
Chesterfield Trails Drive and Schoettler Road	Chesterfield Trails Drive (westbound)
Chesterton Lane and Clayton Road	Chesterton Lane (southbound)
Clarkson Road and Leiman Road	Leiman Road (westbound)
Clarkson Road and Park Forest Drive	Park Forest Drive (northbound)
Clarkson Road and Walden Pond Lane	Walden Pond Lane (eastbound)
Clarkson Woods Drive and Woodlet Park Court	All-Way stop
Clarkwood Court and Windfall Ridge Drive	Clarkwood Court
Claymills Drive and Country Ridge Drive	Claymills Drive (southbound)
Claymont Estates Drive and Clayton Road	Claymont Estates Drive (southbound)
Claymont Estates Drive and Denwoods Drive	Denwoods Drive

Claymont Estates Drive and Forsheer Drive	All-Way stop
Claymont Estates Drive and Redondo Drive	All-Way stop
Claymont Estates Drive and Woodsbluff Drive	Woodsbluff Drive (eastbound)
Claymoor Drive and Clayton Road	Clayton Road
Clayton Road and Wild Wood Parkway	Wild Wood Parkway (westbound)
Clover Ridge Drive and Schoettler Valley Drive	All-Way stop
Cobble Hill Court and Green Trails Drive South	Cobble Hill Court (eastbound and westbound)
Commons Frontage Road and RHL Drive	Commons Frontage Road
Conway Road and Hunters Hill Drive	Hunters Hill Drive (northbound)
Conway Road and Still House Creek Road	Still House Creek Road (southbound)
Conway Road and Swingley Ridge Road	Conway Road
Cooperstown Drive and Greentrails Drive S	Cooperstown Drive (eastbound)
Cooperstown Drive and White Road	Cooperstown Drive (westbound)
Country Field Drive and Country Ridge Drive	Country Field Drive (southbound)
	Golden Rain Drive (Eastbound and Westbound)
Country Field Drive and Golden Rain Drive Southbound	
Country Manor Parkway and Countryside Manor Place	All-Way stop
Country Mill Court and Summer Lake Drive	All-Way stop
Country Ridge Drive and Courtleigh Lane	Courtleigh Lane (Northbound)
Country Ridge Drive and Fairway Bend	All-Way stop
Country Ridge Drive and Federal Way	All-Way stop
Country Ridge Drive and Honey Ridge Court	Honey Ridge Court (northbound)
Country Ridge Drive and Kempwood Drive	Kempwood Drive (westbound)
Country Ridge Drive and Lake Clay Drive	Lake Clay Drive (eastbound)
Country Ridge Drive and Parasol Drive	All-Way stop
Country Ridge Drive and Pheasant Hill Court	Pheasant Hill Court (southbound)
Country Ridge Drive and Setters Hill Court	Setters Hill Court (southbound)
Country Ridge Drive and Silverwood Lane	Silverwood Lane (eastbound and westbound)
Country Ridge Drive and Sunflower Court	Sunflower Court (southbound)
Country Ridge Drive and Sycamore Hill Court	Sycamore Hill Court (southbound)
Country Ridge Drive and Valley Ridge Drive	Valley Ridge Drive (westbound)
Country Ridge Drive and Vineyard Lane	Vineyard lane (southbound)
Country Ridge Drive and White Cedar Court	White Cedar Court (northbound)
Country Ridge Drive and Wide Oak Court	Wide Oak Court (southbound)
Country Ridge Drive and Willow Forest Court	Willow Forest Court (southbound)
Country Ridge Drive and Willow Lake Drive	Willow Lake Drive (northbound)
Country Ridge Drive and Winterhaven Court	Winterhaven Court
Country Ridge Drive and Woodland Field Court	
	Woodland Field Court
Countryside Manor Parkway and Countryside Forrest Court	All-Way stop

Countryside Manor Parkway and Countryside Manor Court	All-Way stop
Countryside Manor Parkway and Countryside Manor Place	All-Way stop
Creve Coeur Mill Road and Amiot Court	Amiot Court (eastbound)
Creve Coeur Mill Road and Terra Vista Drive	Terra Vista Drive (eastbound)
Crosstrails Drive and Ladue Road	Crosstrails Drive (southbound)
Crossway Court and Gatemont Drive	Crossway Court
Cypress Hill Drive and Stablestone Drive	Cypress Hill Drive (westbound)
Deerhorn Drive and Greenleaf Valley Drive	All-Way stop
Denwoods Drive and Isleview Drive	All-Way stop
Dinsmoor Drive and Dungate Drive (east intersection)	Dungate Drive
Dinsmoor Drive and Greentrails Drive South	All-Way stop
Dungate Drive and White Road	Dungate Drive (westbound)
Eads Avenue and Goddard Avenue	Eads Avenue
Eagle Bluff Court and Riverdale Drive	All-Way stop
Eagle Winds Court and Riverdale Drive	All-Way stop
Edison Avenue and Goddard Avenue	Goddard Avenue (northbound and southbound)
Edison Avenue and Spirit of St. Louis Boulevard	Spirit of St. Louis Boulevard
Edison Avenue and Turbine Avenue	Turbine Avenue
Englewood Terrace and Sycamore Drive (2 Stop Signs)	All-Way stop
Englewood Terrace and Terrimill Terrace	All-Way stop
Farm Valley Drive and Grantley Drive	Farm Valley Drive
Forest Crest Drive and Forest Vale Drive & Calcutta Drive (west intersection)	All-Way stop
Forest Crest Drive and Forest Vale Drive (east intersection)	All-Way stop
Forest Crest Drive and Manson Drive	All-Way stop
Georgetown Road and Schoettler Road	Georgetown Road (eastbound)
Glen Cove Drive and High Valley Drive (east intersection)	Glen Cove Drive
Glen Valley Drive and Glen Hollow Drive	Glen Hollow Drive (northbound)
Golden Rain Drive and Country Ridge Drive	Golden Rain Drive (eastbound and westbound)
Grantley Drive and Hollowtree Court	All-Way stop
Grantley Drive and Schoettler Road	Grantley Drive (eastbound and westbound)
Grantley Drive and Schoettler Valley Drive	Grantley Drive (westbound)
Grantley Drive and Sycamore Manor Drive	All-Way stop
Green Trails Drive South and West Manor Drive	West Manor Drive (westbound)
Green Trails Drive and Ladue Road	All-Way stop

Greenleaf Valley Drive and Schoettler Road  
Greentrails Drive North and Stablestone Drive  
Greentrails Drive South and Hartwell Court  
Greentrails Drive South and Minitree Court  
Greentrails Drive South and Tealcrest Drive  
Greentrails Drive South and Trailtop Drive

Heather Crest Drive and Villar Hill Drive

Heathercroft Drive and Highcroft Drive  
Heathercroft Drive and Summer Ridge Drive  
High Valley Drive and Olive Boulevard  
Highcroft Drive and Heffington Drive and  
driveway to Parkway Elementary School  
Highcroft Drive and Howehill Ct.  
Highcroft Drive and Old Baxter Road  
Highcroft Drive and Schoettler Road  
Highcroft Drive and Schoettler Valley Drive  
Hillcrest Meadow Drive and Somerset Field  
Drive

Hunters Point and Schoettler Road  
Jeffrimill Circle and Wendimill Drive  
Judson Manor Drive and Land-O-Woods Drive  
Justus Post Road and Milbridge Drive  
Justus Post Road and Walpole Drive  
Kehrs Mill Road and Wendimill Drive

La Barge Drive and Land-O-Woods Drive  
Ladue Bluffs Crossing Drive and New Holland  
Drive

Ladue Road and Lake Trails Court  
Ladue Road and Palladian Court  
Ladue Road and Portico Drive  
Ladue Road and San Angelo Drive  
Ladue Road and Saylesville Drive  
Ladue Road and Seabrook Drive  
Ladue Road and Trailswest Drive (Both  
Intersections)

Land O Woods Drive and Judson Manor Drive  
Long Castle Forest Court and Parasol Drive  
Markham Lane and Strawbridge Drive  
Markham&Marmont and Stablestone Drive  
Millbriar Circle and Westernmill Drive

Greenleaf Valley Drive (eastbound)  
Greentrails Drive North  
Hartwell Court (northbound)  
Minitree Court (southbound)  
Tealcrest Drive (eastbound)  
Trailtop Drive northbound (2 stop signs)  
Villar Hill Drive (southbound and  
northbound)

Judson Manor Drive (northbound and  
southbound)

Summer Ridge Drive  
High Valley Drive (northbound)  
Heffington Drive and the driveway to  
Parkway Elementary School  
All-Way stop  
All-Way stop  
Highcroft Drive (eastbound)  
All-Way stop

All-Way stop  
Hunters Point (southbound)  
All-Way stop  
All-Way stop  
All-Way stop  
All-Way stop  
Wendimill Drive (westbound)  
La Barge Drive (eastbound) and Land-O-  
Woods Drive (northbound)

Ladue Bluffs Crossing Drive  
Lake Trails Court, (northbound)  
Palladian Court, (southbound)  
Portico Drive, (southbound)  
San Angelo Drive, (southbound)  
Saylesville Drive, (eastbound)  
Seabrook Drive, (southbound)

Trailswest Drive  
Judson Manor Drive (eastbound and  
westbound)

All-Way stop  
All-Way stop  
All-Way stop  
All-Way stop

Missouri Central Railway crossing located west of Cepi Drive and east of Goddard Avenue

Monterra Drive and Olive Boulevard

New Bedford Court and Saylesville Drive

Oak Post Lane and Old Baxter Road

Oak Stand path, Oak Stand Court and Willow Weald path

Oak Stand path and Pine Copse Path

Old Baxter Road and Hedgeford Drive

Old Baxter Road and Baxter Lane

Old Baxter Road and Century Lake Drive

Old Chesterfield Road and Santa Maria Drive

Olive Boulevard and River Bend Drive

Olive Boulevard and Sunbridge Drive

Olive Boulevard and West Drive

Olive Boulevard and Westbury Drive

Olive Boulevard and Westernmill Drive

Olive Boulevard and White Plains Drive

Parasol Drive and Shadyford Court

Pine Copse Path and Willow Weald Path

Public Works Drive and THF Boulevard and Chesterfield Valley Drive

Rainey Lake Drive and White Road

RHL Drive and THF Boulevard

RHL Drive and Commons Frontage Road

Ridge Trail Drive and River Valley Drive

River Valley Drive and River Way Drive

Rockmoor Drive and Schoettler Valley Drive

Rogue River Drive and White Road

Rogue River Drive and Winema Drive

Royal Crest Court and South Outer Forty

Santa Maria Drive and Wild Horse Creek Road

Saylesville Drive and Wethersfield Terrace Court

Schoettler Road and Summer Blossom Lane

Schoettler Road and Sycamore Manor Drive

Schoettler Road and Windsor Valley Court

Schoettler Valley Drive and Squireway & Pine Run Drive

Seven Gables Court and White Road

South Outer Forty and Woodroyal East Drive

South Outer Forty and Woodroyal West Drive

Edison Avenue (eastbound and westbound)

Monterra Drive (northbound)

New Bedford Court (eastbound)

Oak Post Lane (westbound)

Oak Stand Court (northbound)

Oak Stand Path (northbound and southbound)

Hedgeford Drive (westbound)

Baxter Lane (westbound)

Century Lake Drive (westbound)

Santa Maria Drive (northbound)

River Bend Drive (southbound)

Sunbridge Drive (southbound)

West Drive (eastbound)

Westbury Drive (northbound)

Westernmill Drive (northbound)

White Plains Drive (westbound)

All-Way stop

Pine Copse Path (eastbound)

THF Boulevard (westbound); Chesterfield Valley Drive (eastbound)

Rainey Lake Drive (westbound)

THF Boulevard (eastbound, westbound)

All-Way stop

All-Way stop

River Way Drive (westbound)

Rockmoor Drive (eastbound)

Rogue River Drive (southbound)

All-Way stop

Royal Crest Court (northbound)

Santa Maria Drive (southbound)

Wethersfield Terrace (eastbound)

Summer Blossom Lane (southbound)

Sycamore Manor Drive (southbound)

Windsor Valley Court (westbound)

All-Way Stop

Seven Gables Court (eastbound)

Woodroyal East Drive

Woodroyal West Drive

South Outer Forty and Yarmouth Point	Yarmouth Point
Springrun Drive and Still House Creek Road	Springrun Drive (westbound)
Stablestone Court and Stablestone Drive	Stablestone Court (eastbound)
Stablestone Drive and Strawbridge Drive	Strawbridge Drive (southbound)
	Westernmill Drive (eastbound and westbound)
Stablestone Drive and Westernmill Drive	All-Way stop
Stablestone Drive and Windcreek Drive	
Stonebriar Manor Drive and Stonebriar Ridge Drive	All-Way stop
Straub Hill Lane and White Lane Drive	All-Way stop
Swingley Ridge Drive and Timbervalley Road	Timbervalley Road (westbound)
Sycamore Drive and Terrimill Terrace	All-Way stop
Timberlake Manor Parkway and Timberbluff Drive	Timberbluff Drive (northbound)
White Birch Valley Lane and White Road	White Birch Valley Lane (northbound)
White Lane Drive and Brookhaven Place	Brookhaven Place (southbound)
White Road and Whitree Lane	Whitree Lane (northbound)
Wilson Farm Drive and Wilson Ridge Lane	All-Way stop
Wilson Farm Drive and Wilson Avenue	Wilson Farm Drive (eastbound)
Wilson Forest View Court and Wilson Avenue	Wilson Forest View Court (westbound)
Wilson Manor Drive and Wilson Avenue	Wilson Manor Drive (eastbound)
Wilson Avenue and Wild Horse Creek Road	Wilson Avenue (northbound)
Wilson Avenue and Wilson Woods Court	Wilson Woods Court (westbound)

Section 2. The existing Schedule VI Intersection Stops, shown below, is hereby deleted:

In accordance with section 300 of this Code [Code of the City of Chesterfield, Missouri], and when signs are erected giving notice thereof, traffic at the intersection listed in this schedule shall be required to stop as specified in this schedule.

<b>Intersection</b>	<b>Traffic on Highway, Road, Street or Alley Listed Below Shall Stop</b>
Amherst Green Court and Amherst Terrace	All-Way stop
Annasarra Court and White Lane Drive	All-Way stop
Appalachian Trail and Beaver Creek Road	Beaver Creek Road, (northbound)
Appalachian Trail and Cedar Creek Road	Cedar Creek Court, (northbound)
Appalachian Trail and Duxbury Way	Duxbury Way (northbound)
Appalachian Trail and Eaglepass Drive	Eaglepass Drive (westbound)
Appalachian Trail and Harrisburg Court	Harrisburg Court (eastbound and westbound)
Appalachian Trail and Hidden Oak Drive	All-Way stop
Appalachian Trail and Hitchcock Road	Hitchcock Road, (eastbound)
Appalachian Trail and Jonesborough Road	Jonesborough Road, (southbound)
Appalachian Trail and Pickett Court	Pickett Court, (westbound)
Appalachian Trail and Rutland Circle	Rutland Circle, (northbound)

Appalachian Trail and Salt Box Drive	Salt Box Drive, (southbound)
Appalachian Trail and Still-House Creek Road	All-Way stop
Appalachian Trail and Ticonderoga Drive	Ticonderoga Drive, (westbound)
Appalachian Trail and Traverton Drive	Traverton Drive, northbound
Appalachian Trail and Winema Drive	All-Way stop
August Hill Drive and Stonebrook Court and Willow Weald Path	All-Way stop
Baxter Road and Baxter Village Drive	Baxter Village Drive, (westbound)
Baxter Road and Baxton Way	Baxton Way, (eastbound)
Baxter Road and Chateau Village Drive	Chateau Village Drive (westbound)
	Claymont Estates Drive, (eastbound and westbound)
Baxter Road and Claymont Estates Drive	Country Field Drive, (northbound)
Baxter Road and Country Field Drive	Heathercroft Drive, (northbound)
Baxter Road and Heathercroft Drive	Isleview Drive, (westbound)
Baxter Road and Isleview Drive	Manor Creek Drive, (southbound)
Baxter Road and Manor Creek Drive	Royalbrook Drive, (westbound)
Baxter Road and Royalbrook Drive	Summer Lake Drive, (westbound)
Baxter Road and Summer Lake Drive	Summer Ridge Drive, (eastbound and westbound)
	Beechcraft Avenue
Baxter Road and Summer Ridge Drive	Bell Avenue (northbound,southbound)
Beechcraft Avenue and Edison Avenue	Bent Tree Drive, (westbound)
Bell Avenue and Edison Avenue	
Bent Tree Drive and Wilson Road	Benton Taylor Lane, (southbound)
Benton Taylor Drive and Benton Taylor Lane	Blue Hill Road, (southbound & northbound)
Blue Hill Road and Kehrs Mill Road	Bow Tree Court, (southbound)
Bow Tree Court and Clarkson Road	All-Way stop
Boxford Court and Saylesville Drive	Bramblewood Court, (northbound)
Bramblewood Court and Stablestone Drive	Braumton Court, (northbound)
Braumton Court and Buckingham Drive	Brittania Court
Brittania Court and Brittania Drive	Buckington Drive
Brittania Drive and Buckingham Drive	Gatemont Drive
Brittania Drive and Gatemont Drive	Oxborough Court
Brittania Drive and Oxborough Court	Brittania Drive, (westbound)
Brittania Drive and Schoettler Road	Brook Hill Court (northbound and southbound)
Brook Hill Court and Brook Hill Drive	All-Way stop
Brook Hill Drive and Brook Hill Ridge Drive	White Lane Drive
Brook Hill Lane and White Lane Drive	
Carriage Crossing Lane and Wild Horse Creek Road	Carriage Crossing Lane, (northbound)
Cedar Forest Court and Country Ridge Drive	Cedar Forest Court, (southbound)
	Clover Ridge Drive (Northbound and Southbound)
Cedarmill Drive and Clover Ridge Drive	

Cedarmill Drive and Country Ridge Drive	All-Way stop
Cedarmill Drive and Summer Ridge Drive & Summer Lake Drive (east of Baxter Road)	All-Way stop
Cedarmill Drive and Summer Ridge Drive (west of Baxter Road)	All-Way stop
Century Lake Drive and Old Baxter Road	Century Lake Drive, (westbound)
Cepi Drive and Chesterfield Airport Road	Cepi Drive, (northbound)
Chamfers Farm Road and Wilson Road	Chamfers Farm Road (westbound)
Chateaugay Drive and Heather Crest Drive	Heather Crest Drive
Chequer Drive and Highcroft Drive	All-Way stop
Chermooore Drive and Schoettler Road	Chermooore Drive, (northbound and southbound)
Chesterfield Airport Road and Chesterfield Industrial Boulevard	Chesterfield Industrial Boulevard, (northbound)
Chesterfield Airport Road and Goddard Avenue	Goddard Avenue (northbound and southbound)
Chesterfield Commons Drive and Frontage Road	Chesterfield Commons Drive (North and Southbound)
Chesterfield Estates Drive and Riverdale Circle	All-Way stop
Chesterfield Industrial Boulevard and Edison Avenue	All-Way stop
Chesterfield Manor Drive and LeHigh Meadows Drive	All-Way stop
Chesterfield Trails Drive and Schoettler Road	Chesterfield Trails Drive, (westbound)
Chesterton Lane and Clayton Road	Chesterton Lane, (southbound)
Clarkson Road and Leiman Road	Leiman Road, (westbound)
Clarkson Road and Park Forest Drive	Park Forest Drive, (northbound)
Clarkson Road and Walden Pond Lane	Walden Pond Lane, (eastbound)
Clarkson Woods Drive and Woodlet Park Court	All-Way stop
Clarkwood Court and Windfall Ridge Drive	Clarkwood Court
Claymills Drive and Country Ridge Drive	Claymills Drive, (southbound)
Claymont Estates Drive and Clayton Road	Claymont Estates Drive, (southbound)
Claymont Estates Drive and Denwoods Drive	Denwoods Drive
Claymont Estates Drive and Forsheer Drive	All-Way stop
Claymont Estates Drive and Redondo Drive	All-Way stop
Claymont Estates Drive and Woodsbluff Drive	Woodsbluff Drive (eastbound)
Claymoor Drive and Clayton Road	Clayton Road
Claymoor Drive and Green Circle Drive	All-Way stop
Clayton Road and Wild Wood Parkway	Wild Wood Parkway, (westbound)
Clover Ridge Drive and Schoettler Valley	All-Way stop

Drive	
Cobble Hill Court and Green Trails Drive	Cobble Hill Court, (eastbound and westbound)
South	
Commons Frontage Road and RHL Drive	Commons Frontage Road
Conway Road and Hunters Hill Drive	Hunters Hill Drive, (northbound)
Conway Road and Still House Creek Road	Still House Creek Road, (southbound)
Conway Road and Swingley Ridge Road	Conway Road
Cooperstown Drive and Greentrails Drive S	Cooperstown Drive, (eastbound)
Cooperstown Drive and White Road	Cooperstown Drive, (westbound)
Country Field Drive and Country Ridge Drive	
	Country Field Drive, (southbound)
	Golden Rain Drive (Eastbound and Westbound)
Country Field Drive and Golden Rain Drive	
Country Manor Parkway and Countryside Manor Place	All-Way stop
Country Mill Court and Summer Lake Drive	All-Way stop
Country Ridge Drive and Courtleigh Lane	Courtleigh Lane (Northbound)
Country Ridge Drive and Fairway Bend	All-Way stop
Country Ridge Drive and Federal Way	All-Way stop
Country Ridge Drive and Honey Ridge Court	Honey Ridge Court, (northbound)
Country Ridge Drive and Kempwood Drive	Kempwood Drive, (westbound)
Country Ridge Drive and Lake Clay Drive	Lake Clay Drive, (eastbound)
Country Ridge Drive and Parasol Drive	All-Way stop
Country Ridge Drive and Pheasant Hill Court	Pheasant Hill Court, (southbound)
Country Ridge Drive and Setters Hill Court	Setters Hill Court, (southbound)
Country Ridge Drive and Silverwood Lane	Silverwood Lane, (eastbound and westbound)
Country Ridge Drive and Sunflower Court	Sunflower Court, (southbound)
Country Ridge Drive and Sycamore Hill Court	
	Sycamore Hill Court, (southbound)
Country Ridge Drive and Valley Ridge Drive	Valley Ridge Drive, (westbound)
Country Ridge Drive and Vineyard lane	Vineyard lane, (southbound)
Country Ridge Drive and White Cedar Court	White Cedar Court, (northbound)
Country Ridge Drive and Wide Oak Court	Wide Oak Court, (southbound)
Country Ridge Drive and Willow Forest Court	
	Willow Forest Court, (southbound)
Country Ridge Drive and Willow Lake Drive	Willow Lake Drive, (northbound)
Country Ridge Drive and Winterhaven Court	Winterhaven Court
Country Ridge Drive and Woodland Field Court	
	Woodland Field Court
Crosstrails Drive and Ladue Road	Crosstrails Drive, (southbound)
Crossway Court and Gatemont Drive	Crossway Court
Cypress Hill Drive and Stablestone Drive	Cypress Hill Drive, (westbound)
Deerhorn Drive and Greenleaf Valley Drive	All-Way stop
Denwoods Drive and Isleview Drive	All-Way stop

Dinsmoor Drive and Dungate Drive (east intersection)	Dungate Drive
Dinsmoor Drive and Green Trails Drive South	All-Way stop
Dinsmoor Drive and Greentrails Drive South	All-Way stop
Dungate Drive and White Road	Dungate Drive, (westbound)
Eads Avenue and Goddard Avenue	Eads Avenue
Eagle Bluff Court and Riverdale Drive	All-Way stop
Eagle Winds Court and Riverdale Drive	All-Way stop
Edison Avenue and Goddard Avenue	All-Way stop
Edison Avenue and Spirit of St. Louis Boulevard	Spirit of St. Louis Boulevard
Edison Avenue and Turbine Avenue	Turbine Avenue
Englewood Terrace and Sycamore Drive (2 Stop Signs)	All-Way stop
Englewood Terrace and Terrimill Terrace	All-Way stop
Farm Valley Drive and Grantley Drive	Farm Valley Drive
Forest Crest Drive and Forest Vale Drive & Calcutta Drive (west intersection)	All-Way stop
Forest Crest Drive and Forest Vale Drive (east intersection)	All-Way stop
Forest Crest Drive and Manson Drive	All-Way stop
Forest Trace Drive and Quail Meadows Drive	Forest Trace Drive, (westbound)
Foxsprings Drive, (eastbound and westbound) and Timbervalley Road	Foxsprings Drive
Georgetown Road and Schoettler Road	Georgetown Road, (eastbound)
Glen Cove Drive and High Valley Drive (east intersection)	Glen Cove Drive
Golden Rain Drive and Country Ridge Drive	Golden Rain Drive, (eastbound and westbound)
Grantley Drive and Hollowtree Court	All-Way stop
Grantley Drive and Schoettler Road	Grantley Drive, (eastbound and westbound)
Grantley Drive and Schoettler Valley Drive	Grantley Drive, (westbound)
Grantley Drive and Sycamore Manor Drive	All-Way stop
Green Trails Drive South and Westmanor Drive	Westmanor Drive, (westbound)
Green Trails Drive and Ladue Road	All-Way stop
Green Trails Elementary and Portico Drive (Manually operated)	Portico Drive, (northbound)
Green Trails Elementary and Portico Drive (Manually operated)	Portico Drive, (southbound)
Greenleaf Valley Drive and Schoettler Road	Greenleaf Valley Drive, (eastbound)
Greentrails Drive North and Stablestone Drive	Greentrails Drive North

Greentrails Drive South and Hartwell Court	Hartwell Court, (northbound)
Greentrails Drive South and Minitree Court	Minitree Court, (southbound)
Greentrails Drive South and Tealcrest Drive	Tealcrest Drive, (eastbound)
Greentrails Drive South and Trailtop Drive	Trailtop Drive, northbound (2 stop signs)
Gunston Hall Court and Ladue Road	Gunston Hall Court (southbound)
	Villar Hill Drive, (southbound and northbound)
Heathercrest Drive and Villar Hill Drive	All-Way stop
Heathercroft Drive and Highcroft Drive	Summer Ridge Drive
Heathercroft Drive and Summer Ridge Drive	High Valley Drive, (northbound)
High Valley Drive and Olive Boulevard	Heffington Drive and the driveway to Parkway Elementary School
Highcroft Drive and Heffington Drive and driveway to Parkway Elementary School	Elementary School
Highcroft Drive and Howehill Ct.	All-Way stop
Highcroft Drive and Old Baxter Road	All-Way stop
Highcroft Drive and Schoettler Road	Highcroft Drive (eastbound)
Highcroft Drive and Schoettler Valley Drive	All-Way stop
Hillcrest Meadow Drive and Somerset Field Drive	All-Way stop
Hunters Point and Schoettler Road	Hunters Point, (southbound)
Jeffrimill Circle and Wendimill Drive	All-Way stop
Judson Manor Drive and Land-O-Woods Drive	All-Way stop
Justus Post Road and Milbridge Drive	All-Way stop
Justus Post Road and Walpole Drive	All-Way stop
Kehrs Mill Road and Wendimill Drive	Wendimill Drive, (westbound)
	La Barge Drive (eastbound) and Land-O-Woods Drive (northbound)
La Barge Drive and Land-O-Woods Drive	
Ladue Bluffs Crossing Drive and New Holland Drive	Ladue Bluffs Crossing Drive
Ladue Road and Lake Trails Court	Lake Trails Court, (northbound)
Ladue Road and Palladian Court	Palladian Court, (southbound)
Ladue Road and Portico Drive	Portico Drive, (southbound)
Ladue Road and San Angelo Drive	San Angelo Drive, (southbound)
Ladue Road and Saylesville Drive	Saylesville Drive, (eastbound)
Ladue Road and Seabrook Drive	Seabrook Drive, (southbound)
Ladue Road and Trailswest Drive (Both Intersections)	Trailswest Drive
Long Castle Forest Court and Parasol Drive	All-Way stop
Maple Rise Path and Pine Copse Path	Maple Rise Path (northbound)
Markham Lane and Strawbridge Drive	All-Way stop
Markham&Marmont and Stablestone Drive	All-Way stop
Millbriar Circle and Westernmill Drive	All-Way stop
Missouri Central Railway crossing located west of Cepi Drive and east of Goddard Avenue	Edison Avenue (eastbound and westbound)

Monterra Drive and Olive Boulevard  
New Bedford Court and Saylesville Drive  
Oak Post Lane and Old Baxter Road  
Oak Stand path, Oak Stand Court and  
Willow Weald path  
Oak Stand path and Pine Copse Path  
Old Chesterfield Road and Santa Maria  
Drive  
Olive Boulevard and River Bend Drive  
Olive Boulevard and Sunbridge Drive  
Olive Boulevard and West Drive  
Olive Boulevard and Westbury Drive  
Olive Boulevard and Westernmill Drive  
Olive Boulevard and White Plains Drive  
Parasol Drive and Shadyford Court  
Pine Copse Path and Willow Weald Path  
Portico Drive at the crosswalk in front of the  
Green Trails Elementary School  
Rainey Lake Drive and White Road  
Ridge Trail Drive and River Valley Drive  
River Valley Drive and River Way Drive  
Rockmoor Drive and Schoettler Valley Drive  
Rogue River Drive and White Road  
Rogue River Drive and Winema Drive  
Royal Crest Court and South Outer Forty

Santa Maria Drive (mid-block)  
Santa Maria Drive and Wild Horse Creek  
Road  
Saylesville Drive and Wethersfield Terrace  
Court  
Schoettler Road and Summer Blossom Lane  
Schoettler Road and Sycamore Manor Drive  
Schoettler Road and Windsor Valley Court  
Schoettler Valley and Squireway & Pine Run  
Seven Gables Court and White Road  
South Outer Forty and Woodroyal East Drive  
South Outer Forty and Woodroyal West  
Drive  
South Outer Forty and Yarmouth Point  
Springrun Drive and Still House Creek Road  
Stablestone Court and Stablestone Drive  
Stablestone Drive and Strawbridge Drive

Monterra Drive, (northbound)  
New Bedford Court (eastbound)  
Oak Post Lane, (westbound)  
  
Oak Stand Court, (northbound)  
Oak Stand Path, (northbound and southbound)  
  
Santa Maria Drive, (northbound)  
River Bend Drive, (southbound)  
Sunbridge Drive, (southbound)  
West Drive, (eastbound)  
Westbury Drive, (northbound)  
Westernmill Drive, (northbound)  
White Plains Drive, (westbound)  
All-Way stop  
Pine Copse Path (eastbound)  
Portico Drive during school hours when  
manually operated signs are facing traffic  
Rainey Lake Drive, (westbound)  
All-Way stop  
River Way Drive, (westbound)  
Rockmoor Drive, (eastbound)  
Rogue River Drive, (southbound)  
All-Way stop  
Royal Crest Court, (northbound)  
Santa Maria Drive, five hundred (500) feet  
north of Wild Horse Creek Road, at 230 Santa  
Maria Drive

Santa Maria Drive, (southbound)  
  
Wethersfield Terrace (eastbound)  
Summer Blossom Lane, (southbound)  
Sycamore Manor Drive, (southbound)  
Windsor Valley Court (westbound)  
All-Way stop  
Seven Gables Court, (eastbound)  
Woodroyal East Drive  
  
Woodroyal West Drive  
Yarmouth Point  
Springrun Drive, (westbound)  
Stablestone Court, (eastbound)  
Strawbridge Drive, (southbound)

Stablestone Drive and Westernmill Drive	Westernmill Drive, (eastbound and westbound)
Stablestone Drive and Windcreek Drive	All-Way stop
Stonebriar Manor Drive and Stonebriar Ridge Drive	All-Way stop
Straub Hill Lane and White Lane Drive	All-Way stop
Swingley Ridge Drive and Timbervalley Road	Timbervalley Road, (westbound)
Sycamore Drive and Terrimill Terrace	All-Way stop
Timbervalley Road and Woodpoint Drive	Woodpoint Drive
White Birch Valley Lane and White Road	White Birch Valley Lane, (northbound)
White Road and Whitree Lane	Whitree Lane, (northbound)
Wilson Farm Drive and Wilson Ridge Lane	All-Way stop
Wilson Farm Drive and Wilson Road	Wilson Farm Drive (eastbound)
Wilson Forest View Court and Wilson Road	Wilson Forest View Court (westbound)
Wilson Manor Drive and Wilson Road	Wilson Manor Drive (eastbound)
Wilson Road and Wild Horse Creek Road	Wilson Road, (northbound)
Wilson Road and Wilson Woods Court	Wilson Woods Court (westbound)

Section 3. Schedule VII as it relates to Yield Intersections is hereby repealed and replaced with a new Schedule VII to read as follows:

In accordance with section 300 of this Code [Code of the City of Chesterfield, Missouri], and when signs are erected giving notice thereof, traffic at the intersection listed in this schedule shall be required to yield the right-of-way as specified in this schedule.

<b>Intersection</b>	<b>Traffic on Highway, Road, Street or Alley Listed Below Shall Yield</b>
Baxter Road and Old Baxter Road	Old Baxter Road (northbound)
Big Timber Lane and Chesterfield Trails Drive	Big Timber Lane (southbound)
Brittania Drive and Crossway Court	Crossway Court (eastbound and westbound)
Cedarmill Drive and Baxter Ridge Drive	Baxter Ridge Drive (northbound)
Cedarmill Drive and Ridge Lake Drive	Ridge Lake Drive (eastbound and westbound)
Chesterfield Parkway and Forest Trace Drive	Forest Trace Drive (southbound)
City Center Drive and Stemme Drive	Stemme Drive (eastbound), City Center Drive (westbound)
Clarkson Woods Drive and Federal Way	Federal Way (northbound)
Claymont Drive and Greenbriar Lane	Greenbriar Lane (northbound)
Cross Trails Drive and Parliament Drive (south intersection)	Parliament Drive (southbound)
Cross Trails Drive and Parliament Drive (north intersection)	Parliament Drive (northbound)

Forest Crest Drive and Forest Vale Drive	Forest Vale Drive (southbound)
Glen Cove Drive and Westernmill Drive	Westernmill Drive (northbound and southbound)
Main Circle Drive	Main Circle Drive at Roundabout (northbound)
Monterra Drive and San Angelo Drive	San Angelo Drive (northbound)
Nooning Tree Drive and Brightfield Manor Drive	Nooning Tree (northbound and southbound)
Old Baxter Road	Brightfield Manor Drive (westbound)
Park Circle Drive and Main Circle Drive	Old Baxter Road at Roundabout (southbound)
Summer Ridge Drive and York Ridge Court	Park Circle Drive (westbound)
Summer Ridge Drive and Sumter Ridge Court	York Ridge Court (eastbound and westbound)
West Manor Drive and Penshurst Place, (western intersection)	Sumter Ridge Court (eastbound and westbound)
Yarmouth Point Drive and Candish Lane	Penshurst Place (westbound)
	Candish Lane (northbound)

Section 4. The existing Schedule VII Yield Intersections, shown below, is hereby deleted:

In accordance with section 300 of this Code [Code of the City of Chesterfield, Missouri], and when signs are erected giving notice thereof, traffic at the intersection listed in this schedule shall be required to yield the right-of-way as specified in this schedule

<b>Intersection</b>	<b>Traffic on Highway, Road, Street or Alley Listed Below Shall Yield</b>
Baxter Ridge Drive, westbound	Cedarmill Drive
Big Timber Lane, southbound	Chesterfield Trails
Brittania Drive and Crossway Court	Crossway Court
Calcutta Drive, northbound	Forest Crest Drive
Calcutta Drive, Forestvale Drive and Forest Crest Drive	Calcutta Drive, Forestvale Drive
Cedarmill Drive and Baxter Ridge Drive	Baxter Ridge Drive
Cedarmill Drive-Claymont Lake Drive, and Ridge Lake Drive	Ridge Lake Drive
Chesterfield Trails Drive and Big Timber Lane	Big Timber Lane
Clarkson Woods Drive and Federal Way	Federal Way
Claymont Drive and Greenbriar Lane	Northbound Greenbriar
Claymont Estates Drive and Woodsbluff Drive	Woodsbluff Drive
Country Ridge Drive and Country Field Drive	Country Field Drive
Cross Trails Drive and Parliament Drive	Parliament Drive, northbound shall yield through traffic on Cross Trails
Cross Trails Drive	Parliament Drive (eastbound at 14100 Parliament Drive)
Crossway Court, eastbound	Brittania Drive
Crossway Court, westbound	Brittania Drive
Forest Trace Drive, southbound right turn	Chesterfield Parkway

Forest Drive, southbound	Forest Crest Drive
Glen Cove Drive and Westernmill Drive	Westernmill Drive
Glen Hollow Drive and Glen Valley Drive	Glen Hollow Drive
Greentrails Drive North, southbound	Stablestone Drive
Land-O-Woods Drive and Judson Manor Drive	Judson Manor Drive
Markham Lane and Strawbridge Drive	Strawbridge Drive
Monterra Drive and San Angelo Drive	San Angelo Drive
Old Baxter Road, northbound	Baxter Road
Ridge Lake Drive, eastbound	Cedarmill Drive
Ridge Lake Drive, westbound	Cedarmill Drive
San Angelo Drive, northbound	Monterra Drive
Schoettler Valley Drive and Squires Way	Squires Way
Still-House Creek Road and Springrun Drive	Springrun Drive
Strawbridge Drive, southbound	Markham Drive
Summer Ridge Drive and York Ridge Court	York Ridge Court
West Manor Drive and Penshurst Place, western intersection	Penshurst Place (westbound)
Westernmill Drive, northbound	Glencove Drive
Westernmill Drive, southbound	Glencove Drive
Woodsbluff Drive, eastbound	Claymont Estates Drive

Section 5. In all other respects, Ordinance Number 35 is in full force and effect.

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

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

FIRST READING HELD _____
--------------------------

BILL NO. 3053

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

**APPROVES THE INSTALLATION OF A FIRE HYDRANT AT HIGHCROFT RIDGE ELEMENTARY SCHOOL WITHIN THE CITY OF CHESTERFIELD.**

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

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

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

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

1. One (1) fire hydrant at the southwest corner of the intersection of Highcroft Drive and the entrance drive of Highcroft Ridge Elementary School.

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

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

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

## **LEGISLATION - PLANNING COMMISSION**

**BILL NO. 3048** – PROVIDES FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR LOTS 1 AND 2 OF 1600 KEHRS MILL ROAD FOR A 10.3 ACRE TRACT OF LAND ZONED “NU”, NON-URBAN DISTRICT, AND LOCATED EAST OF KEHRS MILL ROAD AND NORTH OF STRECKER ROAD (19U530446) (**SECOND READING; DEPT. OF PUBLIC SERVICES RECOMMENDS APPROVAL**)

**BILL NO. 3049** – AMENDS THE ZONING ORDINANCE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN “NU” NON URBAN DISTRICT TO AN “E-1” ESTATE ONE ACRE DISTRICT FOR A 50.5279 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF WILD HORSE CREEK ROAD WEST OF ITS INTERSECTION WITH LONG ROAD AND EAST OF ITS INTERSECTION WITH ARBOR GROVE COURT. (P.Z. 04-2015 ARBORS AT WILMAS FARM {17508 WILD HORSE CREEK ROAD} 18V330035) (**FIRST READING; PLANNING COMMISSION RECOMMENDS APPROVAL**)

**BILL NO. 3050** –AMENDS THE ZONING ORDINANCE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN “E-1” ESTATE ONE ACRE DISTRICT TO A “PUD” PLANNED UNIT DEVELOPMENT FOR A 50.5279 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF WILD HORSE CREEK ROAD WEST OF ITS INTERSECTION WITH LONG ROAD AND EAST OF ITS INTERSECTION WITH ARBOR GROVE COURT. (P.Z. 05-2015 ARBORS AT WILMAS FARM {17508 WILD HORSE CREEK ROAD} 18V330035) (**FIRST READING; PLANNING COMMISSION RECOMMENDS APPROVAL**)

**BILL NO. 3051** – REPEALS CITY OF CHESTERFIELD ORDINANCE NUMBER 2848 PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT KEHRS MILL PLAT 1, A 27.055 ACRE TRACT OF LAND ZONED “PUD” PLANNED UNIT DEVELOPMENT DISTRICT LOCATED NORTH OF THE INTERSECTION OF STRECKER ROAD AND CHURCH ROAD (**FIRST AND SECOND READINGS; PLANNING COMMISSION RECOMMENDS APPROVAL**)

**BILL NO. 3052** - REPEALS CITY OF CHESTERFIELD ORDINANCE NUMBER 2849 PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT KEHRS MILL PLAT 2, A 31.093 ACRE TRACT OF LAND ZONED “PUD” PLANNED UNIT DEVELOPMENT DISTRICT LOCATED NORTH OF THE INTERSECTION OF STRECKER ROAD AND CHURCH ROAD (**FIRST AND SECOND READINGS; PLANNING COMMISSION RECOMMENDS APPROVAL**)

**AN ORDINANCE PROVIDING FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR LOTS 1 AND 2 OF 1600 KEHRS MILL ROAD FOR A 10.3 ACRE TRACT OF LAND ZONED "NU" NON-URBAN DISTRICT AND LOCATED EAST OF KEHRS MILL ROAD AND NORTH OF STRECKER ROAD (19U530446).**

**WHEREAS**, Volz Inc., on behalf of Gregory E. Calame & Mary Jo Calame Revocable Trust, has submitted for review and approval a Boundary Adjustment Plat for the above referenced property located east of Kehrs Mill Road and north of Strecker Road; and,

**WHEREAS**, the purpose of said Boundary Adjustment Plat is to consolidate excess right-of-way and adjust a common lot line; and,

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

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

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

Section 1. The Boundary Adjustment Plat which is attached hereto as "Exhibit 1" and made part hereof as if fully set out herein is hereby approved; the owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

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

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

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



BILL NO. 3049

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

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN "NU" NON URBAN DISTRICT TO AN "E-1" ESTATE ONE ACRE DISTRICT FOR A 50.5279 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF WILD HORSE CREEK ROAD WEST OF ITS INTERSECTION WITH LONG ROAD AND EAST OF ITS INTERSECTION WITH ARBOR GROVE COURT. (P.Z. 04-2015 ARBORS AT WILMAS FARM {17508 WILD HORSE CREEK ROAD} 18V330035).**

**WHEREAS**, the petitioner, Wilmas Farm, LLC, by: McBride & Son Acquisitions, LLC has requested a change in zoning from "NU" Non Urban District to "E-1" Estate One Acre District for a 50.5279 acre tract of land located on the south side of Wild Horse Creek Road west of its intersection with Long Road and east of its intersection with Arbor Grove Court; and,

**WHEREAS**, a Public Hearing was held before the Planning Commission on June 22, 2015; and,

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

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

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

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

**Section 1.** City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing an "E-1" Estate One Acre District for a 50.5279 acre tract of land located at 17508 Wild Horse Creek Road and as described as follows:

A tract of land being part of Lot 21 of R.H. Stevens Farm recorded in Plat Book 7 Page 37 of the St. Louis City (Former County) records, located in U.S. Surveys 122, 150, 102 and 419, Township 45 North,

Range 3 East, City of Chesterfield, St. Louis County, Missouri and being more particularly described as follows:

Beginning at an iron pipe found for the northeast corner of Lot 2 Mary Schaeffer Estate Adjustment as recorded in Plat Book 352 Page 809 of the above mentioned recorder's office, also being on the south right of way line of Wildhorse Creek (60'w.) Road; thence along the south line of said Wildhorse Creek Road the following courses and distances: North  $55^{\circ}15'36''$  East, 205.89 feet; along an arc to the right having a radius of 1880.08 feet, an arc length of 730.84 feet and a chord bearing and distance of North  $66^{\circ}23'46''$  East, 726.25 feet; North  $77^{\circ}32'36''$  East, 33.09 feet to the intersection of the south right of way line of Wildhorse Creek Road and the west right of way line of Deep Forest (50'w.) Drive; thence along the west right of way line of said Deep Forest Drive, South  $12^{\circ}02'02''$  East, 544.62 feet; thence continuing along said west right of way line and the west line of Lots 2 and 3 of Deep Wood as recorded in Plat Book 170 Page 24 of the above mentioned recorder's office, South  $12^{\circ}26'58''$  East, 1524.13 feet to the southwest corner of said Lot 3; thence along the south line of said Lot 3, North  $67^{\circ}20'48''$  East, 50.80 feet to the northwest corner of common ground of Country Lake Estates as recorded in Plat Book 345 Page 41 of the above mentioned recorder's office; thence along the west line of said common ground and the west line of Lot 37, South  $12^{\circ}26'58''$  East, 351.06 feet to an old stone found for the southeast corner of U.S. Survey 150 also being the northeast corner of common ground of Wildhorse Village B Lot 1 Boundary Adjustment Plat as recorded in Plat Book 352 Page 879 of the above mentioned recorder's office; thence along the north line of said common ground, and the north line of Adjusted Lot 1 and the north line of Lot 603, common ground and Lot 347 of Wildhorse Village A as recorded in Plat Book 310 Page 14 of the above mentioned recorder's office, South  $77^{\circ}40'33''$  West, 985.34 feet to an iron pipe found for the southeast corner of common ground of the Arbors at Wildhorse Creek as recorded in Plat Book 360 Page 220 of the above mentioned recorder's office; thence along the east line of said common ground and the east line of the above mentioned Lot 2 of Mary Schaeffer Estate Adjustment, North  $12^{\circ}22'00''$  West, 2190.06 feet to the point of beginning and containing 2,200,997 square feet (50.5279 acres), more or less, according to a survey by The Sterling

Company during the month of October, 2013 under order number 13-08-265.

**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.

**Section 3.** The City Council, pursuant to the petition filed by Wilmas Farm, LLC, by: McBride & Son Acquisitions, LLC in P.Z. 04-2015, requesting the amendment embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 22<sup>nd</sup> day of June 2015, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

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

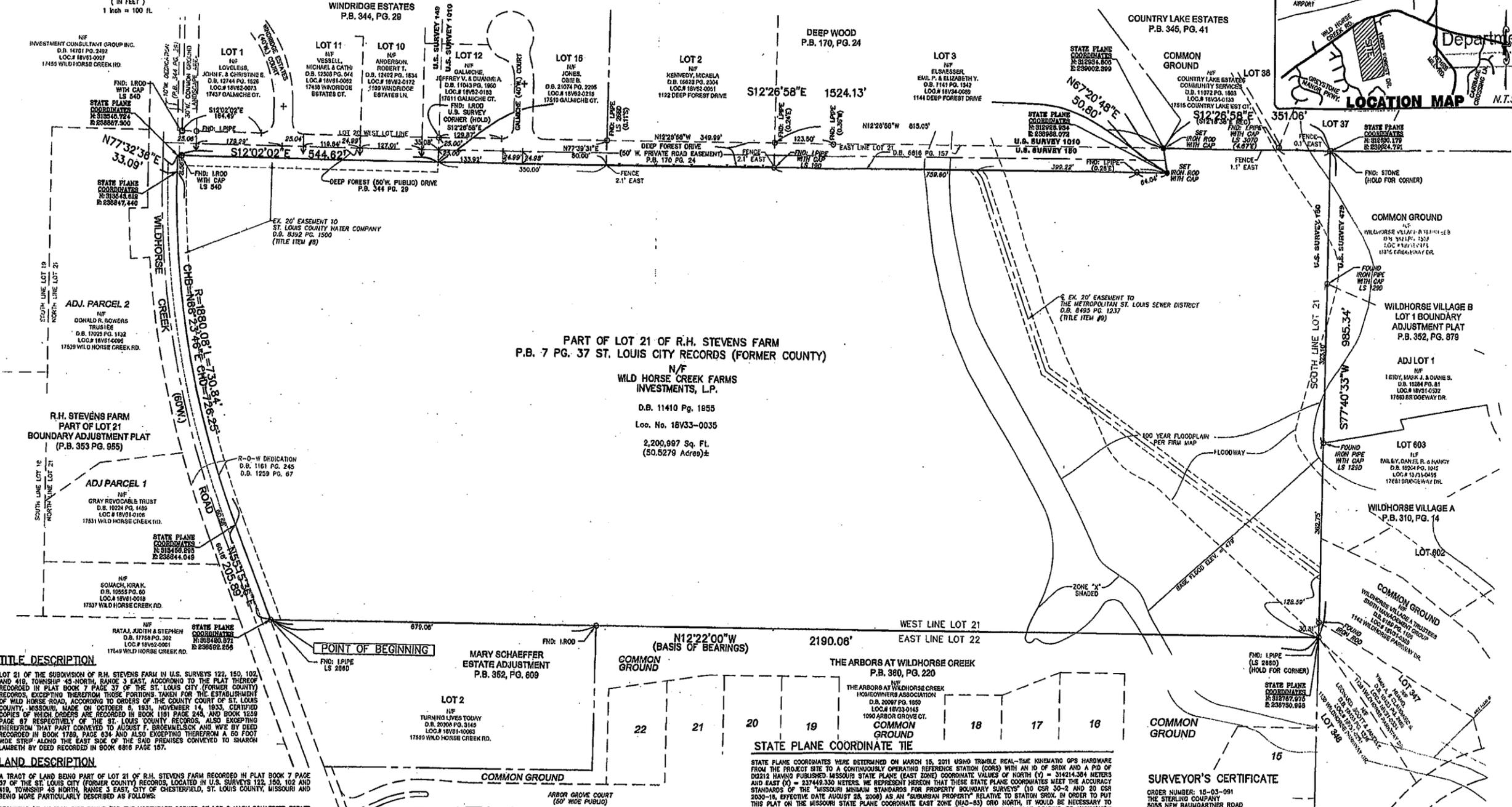
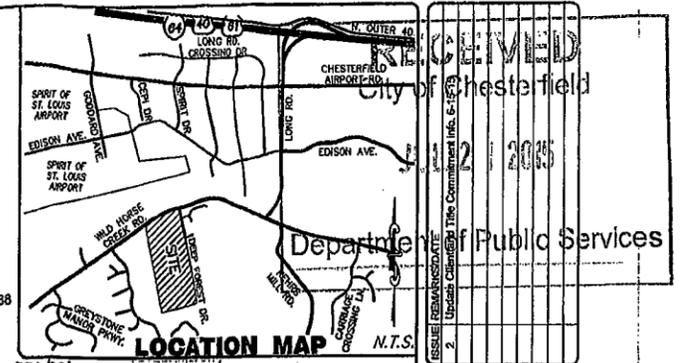
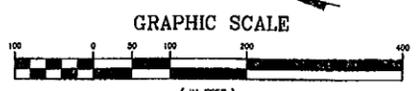
\_\_\_\_\_  
MAYOR

ATTEST:

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

FIRST READING HELD:

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



**PART OF LOT 21 OF R.H. STEVENS FARM  
P.B. 7 PG. 37 ST. LOUIS CITY RECORDS (FORMER COUNTY)**  
N/F  
**WLD HORSE CREEK FARMS  
INVESTMENTS, L.P.**  
D.B. 11410 Pg. 1955  
Loc. No. 18V33-0035  
2,200,997 Sq. Ft.  
(50.5279 Acres)±

**TITLE DESCRIPTION**  
LOT 21 OF THE SUBDIVISION OF R.H. STEVENS FARM IN U.S. SURVEYS 122, 150, 102, AND 419, TOWNSHIP 45 NORTH, RANGE 3 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 7 PAGE 37 OF THE ST. LOUIS CITY (FORMER COUNTY) RECORDS, EXCEPTING THEREFROM THOSE PORTIONS TAKEN FOR THE ESTABLISHMENT OF WILD HORSE ROAD, ACCORDING TO ORDERS OF THE COUNTY COURT OF ST. LOUIS COUNTY, MISSOURI, MADE ON OCTOBER 6, 1831, NOVEMBER 14, 1833, CERTIFIED COPIES OF WHICH ORDERS ARE RECORDED IN BOOK 1181 PAGE 248, AND BOOK 1259 PAGE 87 RESPECTIVELY OF THE ST. LOUIS COUNTY RECORDS, ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO ALBERT F. BRONHOLM AND WIFE BY DEED RECORDED IN BOOK 1729, PAGE 434 AND ALSO EXCEPTING THEREFROM A 60 FOOT WIDE STRIP ALONG THE EAST SIDE OF THE SAID PREMISES CONVEYED TO SHARON LAMBETH BY DEED RECORDED IN BOOK 6816 PAGE 187.

**LAND DESCRIPTION**  
A TRACT OF LAND BEING PART OF LOT 21 OF R.H. STEVENS FARM RECORDED IN PLAT BOOK 7 PAGE 37 OF THE ST. LOUIS CITY (FORMER COUNTY) RECORDS, LOCATED IN U.S. SURVEYS 122, 150, 102 AND 419, TOWNSHIP 45 NORTH, RANGE 3 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT AN IRON PIPE FOUND FOR THE NORTHEAST CORNER OF LOT 2 MARY SCHAEFFER ESTATE ADJUSTMENT AS RECORDED IN PLAT BOOK 362 PAGE 609 OF THE ST. LOUIS CITY (FORMER COUNTY) RECORDS, ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF WILDHORSE CREEK (60'W) ROAD, THENCE ALONG THE SOUTH LINE OF SAID WILDHORSE CREEK ROAD THE FOLLOWING COURSES AND DISTANCES: NORTH 85°18'54" EAST, 205.84 FEET; ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 180.00 FEET, AN ARC LENGTH OF 130.84 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 69°23'46" EAST, 726.25 FEET; NORTH 77°32'39" EAST, 33.09 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE WILDHORSE CREEK ROAD AND THE WEST RIGHT OF WAY LINE OF DEEP FOREST (50'W) DRIVE, THENCE ALONG THE WEST LINE OF SAID DEEP FOREST DRIVE, SOUTH 12°02'02" EAST, 614.82 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE AND THE WEST LINE OF LOTS 2 AND 3 OF DEEP WOOD AS RECORDED IN PLAT BOOK 170 PAGE 150, 50.00 FEET TO THE NORTHEAST CORNER OF COMMON GROUND OF COUNTRY LAKE ESTATES AS RECORDED IN PLAT BOOK 348 PAGE 41 OF THE ABOVE MENTIONED RECORDED OFFICE, THENCE ALONG THE SOUTH LINE OF SAID LOT 3, NORTH 87°20'46" EAST, 60.00 FEET TO THE NORTHEAST CORNER OF COMMON GROUND OF COUNTRY LAKE ESTATES AS RECORDED IN PLAT BOOK 348 PAGE 41 OF THE ABOVE MENTIONED RECORDED OFFICE, THENCE ALONG THE WEST LINE OF SAID COMMON GROUND AND THE WEST LINE OF LOT 37, SOUTH 12°28'58" EAST, 351.06 FEET TO A OLD STONE FOUND FOR THE SOUTHEAST CORNER OF THE NORTH LINE OF ADJUSTED LOT 1 AND THE NORTH LINE OF LOT 38, COMMON GROUND AND THE NORTH LINE OF ADJUSTED LOT 1 AS RECORDED IN PLAT BOOK 310 PAGE 14 OF THE ABOVE MENTIONED RECORDED OFFICE, SOUTH 77°40'33" WEST, 985.34 FEET TO AN IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF COMMON GROUND OF COUNTRY LAKE ESTATES AS RECORDED IN PLAT BOOK 360 PAGE 220 OF THE ABOVE MENTIONED RECORDED OFFICE, THENCE ALONG THE EAST LINE OF SAID COMMON GROUND AND THE EAST LINE OF THE ABOVE MENTIONED LOT 2 OF MARY SCHAEFFER ESTATE ADJUSTMENT, NORTH 12°22'00" WEST, 2190.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,200,997 SQUARE FEET (50.5279 ACRES), MORE OR LESS, ACCORDING TO A SURVEY BY THE STERLING COMPANY DURING THE MONTH OF OCTOBER, 2013 UNDER ORDER NUMBER 13-08-255.

**TITLE NOTES**  
FOR EASEMENTS: THE STERLING COMPANY HAS USED, EXCLUSIVELY, A TITLE COMMITMENT BY TITLE PARTNERS AGENCY, LLC, AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH FILE NUMBER NEE-15-10410 REVISION NO. 1 WITH AN EFFECTIVE DATE OF MARCH 10, 2015 AT 6:00 AM. THE NOTES REGARDING SCHEDULE B, SECTION 8 OF ABOVE COMMITMENT ARE AS FOLLOWS:  
ITEM 1.B: GENERAL EXCEPTIONS OR INTENTIONALLY DELETED WITH NO COMMENT BY SURVEYOR.  
ITEM 2: PROVISIONS OF THE PLAT OF R.H. STEVENS FARM RECORDED IN PLAT BOOK 7 PAGE 37 OF THE RECORDS OF THE CITY OF ST. LOUIS, AFFECTS THE SUBJECT PROPERTY. NOT SHOWN - NO SURVEY-RELATED PROVISIONS ARE LISTED ON THE PLAT.  
ITEM 3: EASEMENT FOR WATER PIPE GRANTED TO ST. LOUIS COUNTY WATER COMPANY BY THE INSTRUMENT RECORDED IN BOOK 8392 PAGE 1500. THIS EASEMENT IS LOCATED ON THE SUBJECT PROPERTY AND AFFECTS THE SUBJECT PROPERTY AS SHOWN.  
ITEM 4: EASEMENT GRANTED TO THE METROPOLITAN ST. LOUIS SEWER DISTRICT BY THE INSTRUMENT RECORDED IN BOOK 8495 PAGE 1237. THIS EASEMENT IS LOCATED ON THE SUBJECT PROPERTY AND AFFECTS THE SUBJECT PROPERTY AS SHOWN.  
ITEM 5: DEDICATION OF SEWER SYSTEMS TO THE METROPOLITAN ST. LOUIS SEWER DISTRICT, ACCORDING TO INSTRUMENT RECORDED IN BOOK 10281 PAGE 1883. AFFECTS THE SUBJECT PROPERTY. NOT SHOWN - NOT A SURVEY-RELATED ITEM.  
ITEM 6: RIGHTS OF THE PUBLIC AND OTHERS ENTITLED THERETO IN AND TO THAT PORTION OF THE SUBJECT PROPERTY ENBRACED WITHIN THE RIGHT OF WAYS OF WILD HORSE CREEK ROAD AND EASTHURON ROAD. DOES NOT AFFECT SUBJECT PROPERTY, AS RIGHT-OF-WAY IS ADJACENT TO SUBJECT PROPERTY. NOT SHOWN.

**STATE PLANE COORDINATE TIE**  
STATE PLANE COORDINATES WERE DETERMINED ON MARCH 15, 2011 USING TRIMBLE REAL-TIME KINEMATIC GPS HARDWARE FROM THE PROJECT SITE TO A CONTINUOUSLY OPERATING REFERENCE STATION (CORS) WITH AN ID OF SMOX AND A PID OF D2212 HANNO PUBLISHED MISSOURI STATE PLANE (EAST ZONE) COORDINATE VALUES OF NORTH (N) = 314214.304 METERS AND EAST (E) = 237449.330 METERS. WE REPRESENT HEREOF THAT THESE STATE PLANE COORDINATES MEET THE ACCURACY STANDARDS OF THE "MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" (10 CSR 30-2 AND 20 CSR 2003-18, EFFECTIVE DATE AUGUST 28, 2008) AS AN "SOURCERAN PROPERTY" RELATIVE TO STATION SMOX. IN ORDER TO PUT THIS PLAT ON THE MISSOURI STATE PLANE COORDINATE EAST ZONE (NAD-83) GRID NORTH, IT WOULD BE NECESSARY TO ROTATE THE PUBLISHED PLAT BEARINGS COUNTER-CLOCKWISE 0°22'11", THE PUBLISHED PLAT BEARING OF N12°30'46"W WOULD BE N12°14'35"W IF ROTATED TO GRID NORTH.  
COMBINED GRID FACTOR = 0.999914928 (1 METER = 3.28083333 FEET)

**NOTES**  
1. THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEARS BELOW ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PACE AND DISCLAIMS (PURSUANT TO SECTION 327.411 RSMO) ANY RESPONSIBILITY FOR PLANS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT FOR WHICH THIS PACE REVEALS.  
2. BASIS OF BEARINGS: THE ARBORIS AT WILDHORSE CREEK (P.B. 360 PG. 220)  
3. SOURCE OF RECORD TITLE: DEED RECORDED IN BOOK 11410 PAGE 1955 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.  
4. THE EXCEPTIONS TO SCHEDULE B, SECTION 2 OF THE ABOVE REFERENCED TITLE COMMITMENT APPLY ONLY TO THE PARCEL OF LAND AS HEREON DESCRIBED.  
5. SUBJECT TRACT IS LOCATED IN FLOOD ZONE "X" (UNSHADED), EXCEPT THOSE AREAS IDENTIFIED HEREON IN FLOOD ZONE "X" (SHADED), FLOOD ZONE "AE" AND FLOOD ZONE "AF" (FLOODWAY) ACCORDING TO NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR ST. LOUIS COUNTY, MISSOURI AND INCORPORATED AREAS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP NUMBER 2818800145K EFFECTIVE FEBRUARY 4, 2015. ZONE "X" (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN. ZONE "AE" (SHADED) IS DEFINED AS AREAS OF 500-YEAR FLOOD, AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS LESS THAN 1 FOOT OR WITH DEPTHS AREAS LESS THAN 1 SQUARE METERS, AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. ZONE "AF" IS DEFINED AS SPECIAL FLOOD HAZARD AREAS INDICATED BY 100-YEAR FLOOD, BASE FLOOD ELEVATIONS DETERMINED. ZONE "AE" (FLOODWAY) IS DEFINED AS FLOODWAY AREAS IN ZONE AE.

**SURVEYOR'S CERTIFICATE**  
ORDER NUMBER: 15-03-091  
THE STERLING COMPANY  
5085 NEW BAUMGARTNER ROAD  
ST. LOUIS, MISSOURI 63129  
(314) 487-0440

THIS IS TO CERTIFY TO WILMAS FARM, LLC, TITLE PARTNERS AGENCY, LLC, AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, THAT THE STERLING COMPANY HAS, DURING THE MONTH OF OCTOBER, 2015, PERFORMED A BOUNDARY SURVEY OF A TRACT OF LAND BEING PART OF LOT 21 OF R.H. STEVENS FARM RECORDED IN PLAT BOOK 7 PAGE 37 OF THE ST. LOUIS CITY (FORMER COUNTY) RECORD, LOCATED IN U.S. SURVEYS 122, 150, 102 AND 419, TOWNSHIP 45 NORTH, RANGE 3 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.  
THE RESULTS OF SAID SURVEY ARE AS SHOWN HEREON AND THIS SURVEY MEETS MINIMUM STANDARDS FOR URBAN PROPERTY BOUNDARY SURVEYS AS SET FORTH BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS (10 CSR 30-2 AND 20 CSR 2003-18 EFFECTIVE AS OF THE DATE OF THIS SURVEY).  
THE STERLING COMPANY  
MO. REG. NO. 307-D

*J. A. Henson*  
JANEY A. HENSON, P.L.S.  
MO. REG. L.S. #2007017843  
4/15/15  
DATE

**THE STERLING COMPANY**  
ENGINEERS & SURVEYORS  
5085 NEW BAUMGARTNER ROAD  
ST. LOUIS, MISSOURI 63129  
E-Mail: Sterling@sterling-eng-survey.com

**WILMAS FARM, LLC**  
5081 New Baumgartner Road  
ST. LOUIS, MO 63129  
314-487-5617

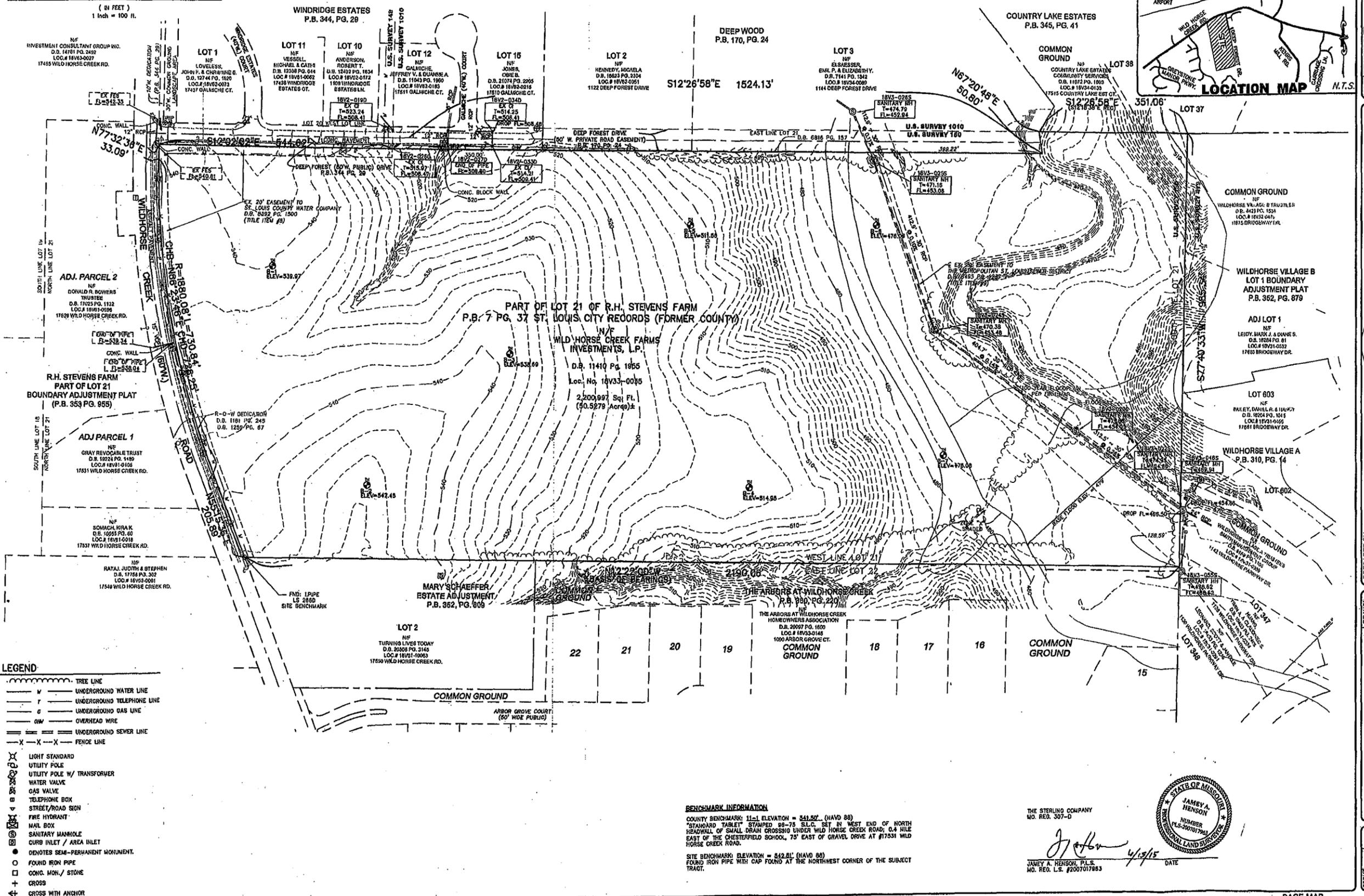
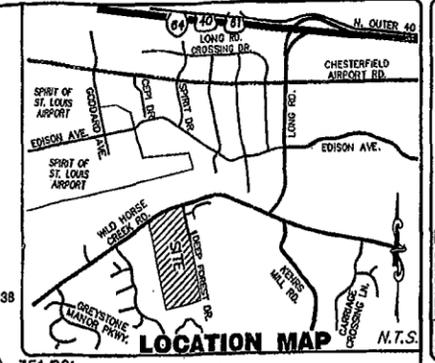
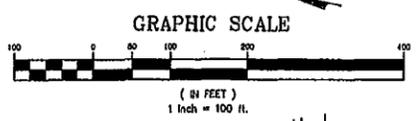
17508 WILDHORSE CREEK ROAD  
"WILMAS FARM"  
Boundary Survey

NO. 15 03 091  
M.S.D. SHEET 1 OF 2  
PI 1  
SPECIAL FIELD LOCATION: 17508 WILDHORSE CREEK ROAD, ST. LOUIS, MO, 63129

Drawing name: V:\5103091\15-03-091\Boundary.dwg Plotted on: Jan 15, 2015 8:11:44am Plotted by: jmhenn

BASE MAP

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



- LEGEND**
- TREE LINE
  - UNDERGROUND WATER LINE
  - UNDERGROUND TELEPHONE LINE
  - UNDERGROUND GAS LINE
  - OVERHEAD WIRE
  - UNDERGROUND SEWER LINE
  - X-X-X- FENCE LINE
  - LIGHT STANDARD
  - UTILITY POLE
  - UTILITY POLE W/ TRANSFORMER
  - WATER VALVE
  - GAS VALVE
  - TELEPHONE BOX
  - STREET/ROAD SIGN
  - FIRE HYDRANT
  - MAIL BOX
  - SANITARY MANHOLE
  - CURB INLET / AREA INLET
  - DENOTES SEMI-PERMANENT MONUMENT
  - FOUND IRON PIPE
  - CONC. MON./STONE
  - CROSS
  - CROSS WITH ANCHOR

**BENCHMARK INFORMATION**  
 COUNTY BENCHMARK 11-1 ELEVATION = 321.20' (NAVD 88)  
 \*STANDARD TABLE\* STAMPED 88-75 S.L.C. SET IN WEST END OF NORTH  
 HEADWALL OF SHALL DRAIN CROSSING UNDER WILD HORSE CREEK ROAD, 0.4 MILE  
 EAST OF THE CHESTERFIELD SCHOOL, 75' EAST OF GRAVEL DRIVE AT #17331 WILD  
 HORSE CREEK ROAD.  
 SITE BENCHMARK ELEVATION = 322.81' (NAVD 88)  
 FOUND IRON PIPE WITH CAP FOUND AT THE NORTHWEST CORNER OF THE SUBJECT  
 TRACT.

THE STERLING COMPANY  
 MO. REG. 307-D  
 JAMES A. HENSON, P.L.S.  
 MO. REG. L.S. #2007017983



PREPARED FOR:  
**WILMAS FARM, LLC**  
 5091 New Baumgartner Road  
 ST. LOUIS, MO 63129  
 314-487-5617

PREPARED BY:  
**THE STERLING COMPANY**  
 ENGINEERS & SURVEYORS  
 5825 NEW BAUMGARTNER ROAD  
 ST. LOUIS, MISSOURI 63129  
 (314) 487-0440 FAX 487-9844  
 E-Mail: Sterling@sterling-eng.com

DRAWN: RBH  
 DESIGNED: RBH  
 CHECKED: JAK

PROJECT:  
 17508 WILDHORSE CREEK ROAD  
 "WILMAS FARM"  
 SHEET TITLE: Topographic Survey

NO.	15	03	091
M.S.D.	BHEET		
P#	2		
COPYRIGHT YEAR	2015		
DATE	4/15/15		
OF	2		

Drawing name: V:\15032015 Landowner\Drawings\Surveying\15-03-091 Boundaries.dwg  
 Plotted on: Jun 15, 2015 - 11:44am  
 Plotted by: Jenson

BASE MAP

BILL NO. 3050

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

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN "E-1" ESTATE ONE ACRE DISTRICT TO A "PUD" PLANNED UNIT DEVELOPMENT FOR A 50.5279 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF WILD HORSE CREEK ROAD WEST OF ITS INTERSECTION WITH LONG ROAD AND EAST OF ITS INTERSECTION WITH ARBOR GROVE COURT. (P.Z. 05-2015 ARBORS AT WILMAS FARM {17508 WILD HORSE CREEK ROAD} 18V330035).**

**WHEREAS**, the petitioner, Wilmas Farm, LLC, by: McBride & Son Acquisitions, LLC has requested a change in zoning from "E-1" Estate One Acre District to "PUD" Planned Unit Development for a 50.5279 acre tract of land located on the south side of Wild Horse Creek Road west of its intersection with Long Road and east of its intersection with Arbor Grove Court; and,

**WHEREAS**, a Public Hearing was held before the Planning Commission on June 22, 2015; and,

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

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

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

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

**Section 1.** City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a "PUD" Planned Unit Development for a 50.5279 acre tract of land located at 17508 Wild Horse Creek Road and as described as follows:

A tract of land being part of Lot 21 of R.H. Stevens Farm recorded in Plat Book 7 Page 37 of the St. Louis City (Former County) records, located in U.S. Surveys 122, 150, 102 and 419, Township 45 North,

Range 3 East, City of Chesterfield, St. Louis County, Missouri and being more particularly described as follows:

Beginning at an iron pipe found for the northeast corner of Lot 2 Mary Schaeffer Estate Adjustment as recorded in Plat Book 352 Page 809 of the above mentioned recorder's office, also being on the south right of way line of Wildhorse Creek (60'w.) Road; thence along the south line of said Wildhorse Creek Road the following courses and distances: North  $55^{\circ}15'36''$  East, 205.89 feet; along an arc to the right having a radius of 1880.08 feet, an arc length of 730.84 feet and a chord bearing and distance of North  $66^{\circ}23'46''$  East, 726.25 feet; North  $77^{\circ}32'36''$  East, 33.09 feet to the intersection of the south right of way line of Wildhorse Creek Road and the west right of way line of Deep Forest (50'w.) Drive; thence along the west right of way line of said Deep Forest Drive, South  $12^{\circ}02'02''$  East, 544.62 feet; thence continuing along said west right of way line and the west line of Lots 2 and 3 of Deep Wood as recorded in Plat Book 170 Page 24 of the above mentioned recorder's office, South  $12^{\circ}26'58''$  East, 1524.13 feet to the southwest corner of said Lot 3; thence along the south line of said Lot 3, North  $67^{\circ}20'48''$  East, 50.80 feet to the northwest corner of common ground of Country Lake Estates as recorded in Plat Book 345 Page 41 of the above mentioned recorder's office; thence along the west line of said common ground and the west line of Lot 37, South  $12^{\circ}26'58''$  East, 351.06 feet to an old stone found for the southeast corner of U.S. Survey 150 also being the northeast corner of common ground of Wildhorse Village B Lot 1 Boundary Adjustment Plat as recorded in Plat Book 352 Page 879 of the above mentioned recorder's office; thence along the north line of said common ground, and the north line of Adjusted Lot 1 and the north line of Lot 603, common ground and Lot 347 of Wildhorse Village A as recorded in Plat Book 310 Page 14 of the above mentioned recorder's office, South  $77^{\circ}40'33''$  West, 985.34 feet to an iron pipe found for the southeast corner of common ground of the Arbors at Wildhorse Creek as recorded in Plat Book 360 Page 220 of the above mentioned recorder's office; thence along the east line of said common ground and the east line of the above mentioned Lot 2 of Mary Schaeffer Estate Adjustment, North  $12^{\circ}22'00''$  West, 2190.06 feet to the point of beginning and containing 2,200,997 square feet (50.5279 acres), more or less, according to a survey by The Sterling

Company during the month of October, 2013 under order number 13-08-265.

**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 Wilmas Farm, LLC, by: McBride & Son Acquisitions, LLC in P.Z. 05-2015, requesting the amendment embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 22<sup>nd</sup> day of June 2015, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

FIRST READING HELD:

## ATTACHMENT A

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

### **I. SPECIFIC CRITERIA**

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

1. The uses allowed in this Planned Unit Development (PUD) District shall be:
  - a. Dwellings, Single Family Detached.

#### **B. DENSITY REQUIREMENTS**

1. The total number of single family residential units shall not exceed forty-seven (47) units.

#### **C. DEVELOPMENT STANDARDS**

1. Minimum lot size for this development shall be 22,000 square feet.
2. Maximum height of all structures shall be fifty (50) feet.
3. Structure setbacks shall be as follows:
  - a. Twenty-five (25) feet from the front yard.
  - b. Eight (8) feet from the side yard with a minimum of twenty (20) feet between structures.
  - c. Twenty-five (25) feet from the rear yard.
4. No building or structure, other than: a freestanding project identification sign, light standards, retaining walls or flag poles shall be located within the above listed setbacks.

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

1. Parking and loading spaces for this development will be as required in the City of Chesterfield Code.
2. No construction related parking shall be permitted within the right of way or on any existing roadways surrounding the development including but not limited to Wild Horse Creek Road and Deep Forest Drive. All construction related parking shall be confined to the development.

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

1. The development shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Code.
2. Provide a Greenspace Preservation Area on the southern portion of the site as shown on the Preliminary Plan, attached hereto and marked as Attachment B. No structures or paving, other than the pedestrian trail as shown on the Preliminary Plan, are permitted in a Greenspace Preservation Area.
3. Landscape Buffer requirements:
  - a. A fifty (50) foot Landscape Buffer and Common Open Space area shall be required along the northern perimeter of the PUD as identified on the Preliminary Plan attached hereto and marked as Attachment B.
  - b. A thirty (30) foot Landscape Buffer shall be required along the southern, eastern, and western perimeters of the PUD as identified on the Preliminary Plan attached hereto and marked as Attachment B.
  - c. The thirty (30) foot Landscape Buffer requirement on the southern portion of the site shall be met by the inclusion of the Greenspace Preservation Area as shown on the Preliminary Plan, attached hereto and marked as Attachment B.
  - d. The required Landscape Buffer shall be outside of any developed lot and shall be dedicated as Common Open Space or Greenspace Preservation Area as identified on the Preliminary Plan.
4. Landscape berms along Wild Horse Creek Road shall be required as shown on the Preliminary Plan, attached hereto and marked as Attachment B.
5. A minimum of thirty-nine percent (39.0%) Common Open Space shall be required for this PUD; the Greenspace Preservation Area is included in this calculation.

## **F. SIGN REQUIREMENTS**

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code.

2. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the City of Chesterfield, and/or MoDOT, for sight distance considerations prior to installation or construction.

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

1. Provide a lighting plan and cut sheet in accordance with the City of Chesterfield Code.

#### **H. ARCHITECTURAL**

1. The development shall adhere to the Architectural Review Standards of the City of Chesterfield Code.

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

1. Access to the development shall be limited to one access point on Wild Horse Creek Road and another access from Deep Forest Drive. Adequate sight distance shall be provided, as directed by the City of Chesterfield, the Missouri Department of Transportation, and the Monarch Fire District, as applicable.
2. No lot shall be allowed direct access to Deep Forest Drive or Wild Horse Creek Road.
3. If adequate sight distance cannot be provided at the access locations, 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 Missouri Department of Transportation and the City of Chesterfield.
4. A thirty-foot-wide cross access easement shall be provided to the adjacent property to the west, as shown on the Preliminary Plan, and as directed by the City of Chesterfield.

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

1. 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 if other than the City of Chesterfield. No gate installation will be permitted on public right of way.
2. If a gate is installed on a street in this development, the streets within the development, or that portion of the development that is gated, shall be private and remain private forever.

3. All roadway and related improvements in each plat or phase of the development shall be constructed and completed prior to issuance of building permits exceeding sixty percent (60%) for that plat or phase. Delays due to utility relocation and/or adjustment, for which the developer is responsible monetarily, shall not constitute a cause to issue permits in excess of sixty percent (60%).
4. Additional right-of-way and road improvements shall be provided, as required by the Missouri Department of Transportation and the City of Chesterfield.
5. Obtain approvals from the City of Chesterfield, the Missouri Department of Transportation and other entities as necessary for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
6. Provide a five (5) foot wide sidewalk, conforming to ADA standards, along the Wild Horse Creek Road frontage of the site. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects as well as the existing sidewalk along Deep Forest Drive. The sidewalk may be located within right-of-way controlled by another agency, if permitted by that agency or on private property within a six (6) foot wide sidewalk, maintenance and utility easement dedicated for public use.
7. Provide an on-site pedestrian walking trail throughout the site as shown on the Preliminary Plan attached hereto and marked as Attachment B.
8. All proposed work in Missouri Department of Transportation right of way will require a Missouri Department of Transportation permit.
9. The entrance geometrics and drainage design shall be in accordance with Missouri Department of Transportation standards and shall be reviewed and approved by Missouri Department of Transportation.
10. The petitioner shall provide adequate detention and/or hydraulic calculations for review and approval of all storm water that will affect Missouri Department of Transportation right-of-way.
11. All proposed work in Missouri Department of Transportation right-of-way must comply with Missouri Department of Transportation standards, specifications, conform to Missouri Department of Transportation's Access Management Guidelines with detailed construction plans being received and approved by Missouri Department of Transportation.

12. The proposed driveway locations are subject to meet Missouri Department of Transportation sight distance criteria and Access Management Engineering Policy.

#### **K. TRAFFIC STUDY**

1. Provide a traffic study as directed by the City of Chesterfield and/or Missouri Department of Transportation. The scope of the study shall include internal and external circulation and may be limited to site specific impacts, such as the need for additional lanes, entrance configuration, geometrics, sight distance, traffic signal modifications or other improvements required, as long as the density of the proposed development falls within the parameters of the City's traffic model. Should the density be other than the density assumed in the model, regional issues shall be addressed as directed by the City of Chesterfield.
2. Missouri Department of Transportation will require a scoping meeting to discuss what type of traffic analysis will be needed to determine the necessary roadway improvements. A traffic impact study may be required to assess the impacts of the proposed development to the state highway system.

#### **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 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 percent (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.
3. 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).
4. Emergency overflow drainage ways to accommodate runoff from the 100-year storm event shall be provided for all storm sewers, as directed by the City of Chesterfield.
5. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed.
6. The lowest opening of all structures shall be set at least two (2) feet higher than the 100-year high water elevation in detention/retention facilities. All structures shall be set at least thirty (30) feet horizontally from the limits of the 100- year high water.
7. Locations of site features such as lakes and detention ponds must be approved by the City of Chesterfield and the Metropolitan St. Louis Sewer District (MSD).
8. Storm sewers shall be as approved by the City of Chesterfield, the Missouri Department of Transportation, the Metropolitan St. Louis Sewer District, and other entities as necessary.
9. Formal project development plans, including a MSD flood plain study, shall be submitted to MSD for review, approval, and permits. These facilities shall be designed in accordance with the MSD Rules and Regulations and Engineering Design Requirements for Sanitary Sewer and Drainage Facilities that apply at the time of formal submission to MSD. Formal plan approval is subject to the requirements of detailed review.

10. Stormwater quality, channel protection, and flood detention requirements will apply. Please note this project will be considered “new development”, and controls shall be designed and implemented to reasonably mimic pre-construction runoff conditions (including runoff volume) to the maximum extent practicable. MSD will assess stormwater quality and flood detention effectiveness based on the site’s January 2000 pre-construction condition.
11. The rear portions of lots 16-27, walking trail, and multi sports field appear to bypass BMPs and detention facilities. The runoff generated from these improvements should be treated for water quality and managed to demonstrate no increase in flowrate and volume applied to offsite properties, as directed by MSD.
12. Site layout and grading shall provide for an overland flow path should the onsite storm sewer system capacity be exceeded or become blocked.
13. Receiving offsite sewer systems and open channels shall be analyzed for capacity. The developer may be required to improve downstream sewers and open channels if insufficient capacity exists to manage the additional flows generated by the proposed development or cause velocity conditions that would cause stream bank erosion.
14. A 404/401 permit may be required from the U.S. Army Corps of Engineers and Missouri Department of Natural Resources. The developer should investigate for and assess the presence of any jurisdictional features on the site, and confirm with these two agencies the applicability of any requirements. If applicable, approvals from these agencies will be required prior to formal MSD plan approval.

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

1. The receiving sanitary sewer system(s) shall be evaluated to ensure adequate capacity and to ensure the project has no negative impacts to the existing system(s).
2. Sanitary sewers shall be as approved by the Metropolitan St. Louis Sewer District, the City of Chesterfield, and other entities as necessary.
3. Easement to MSD will be required for any public sewers. The project is located in the Caulks Creek Impact area and subject to applicable fees.
4. The placement of fill shall not encroach upon the existing trunk sewer and easement located along the southern portion of the site.

## **O. GEOTECHNICAL REPORT**

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

## **P. MISCELLANEOUS**

1. All utilities will be installed underground.
2. Prior to record plat approval, the developer shall cause, at his expense and prior to the recording of any plat, the reestablishment, restoration or appropriate witnessing of all Corners of the United States Public Land Survey located within, or which define or lie upon, the outboundaries of the subject tract in accordance with the Missouri Minimum Standards relating to the preservation and maintenance of the United States Public Land Survey Corners, as necessary.
3. Prior to final release of subdivision construction deposits, the developer shall provide certification by a registered land surveyor that all monumentation depicted on the record plat has been installed and United States Public Land Survey Corners have not been disturbed during construction activities or that they have been reestablished and the appropriate documents filed with the Missouri Department of Natural Resources Land Survey Program, as necessary.
4. 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 Missouri Department of Transportation and/or the City of Chesterfield. As previously noted, the delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.

5. Obtain any and all necessary determinations, approvals, and permits from USACE, the Missouri Department of Natural Resources, and other entities, as necessary, for work impacting or in close proximity to jurisdictional waterways and/or wetlands.
6. 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 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.
7. A portion of the site is located in the Special Flood Hazard Area or the Supplemental Protection Area related to floodplain. Consult Article 5 of the Unified Development Code for specific requirements. A certification of the actual elevation of the constructed floor will be required prior to occupancy of the building within these areas.

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

- A. The developer shall submit a Site Development Plan within eighteen (18) months of City Council approval of the change of zoning.
- B. In lieu of submitting a Site Development Plan, the petitioner may submit a Site Development Concept Plan and Site Development Section Plans 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. A Site Development 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 not more than two (2) additional years.

### **IV. GENERAL CRITERIA**

#### **A. 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 open space percentage for overall development including separate percentage for each lot on the plan.
6. Provide Floor Area Ratio (F.A.R.).
7. A note indicating all utilities will be installed underground.
8. A note indicating signage approval is separate process.

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

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

**V. TRUST FUND CONTRIBUTION**

**A.** The developer shall contribute a Traffic Generation Assessment (TGA) to the Eatherton – Kehrs Mill Road Trust Fund (No. 552). 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>
TGA Category	Contribution
Single Family Dwelling	\$1,085.70

(Parking Space as required by the site-specific ordinance or by section 1003.165 of the Saint Louis County Zoning Ordinance.)

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

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

Allowable credits for required roadway improvements will be awarded as directed by the St. Louis County Department of Highways and Traffic and the City of Chesterfield. Sidewalk construction and utility relocation, among other items, are not considered allowable credits.

- B.** As this development is located within a trust fund area established by St. Louis County, any portion of the traffic generation assessment contribution which remains following completion of road improvements required by the development shall be retained in the appropriate trust fund.
- C.** Traffic generation assessment contributions shall be deposited with St. Louis County prior to the issuance of building permits. If development phasing is anticipated, the developer shall provide the traffic generation assessment contribution prior to issuance of building permits for each phase of development. Funds shall be payable to Treasurer, St. Louis County.

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Planning Commission 07/27/2015

Planning and Public Works Committee 08/06/2015

City Council 08/17/2015

- D.** The amount of these required contributions for the roadway, storm water and primary water line improvements, if not submitted by January 1, 2016, shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the St. Louis County Department of Highways and Traffic.

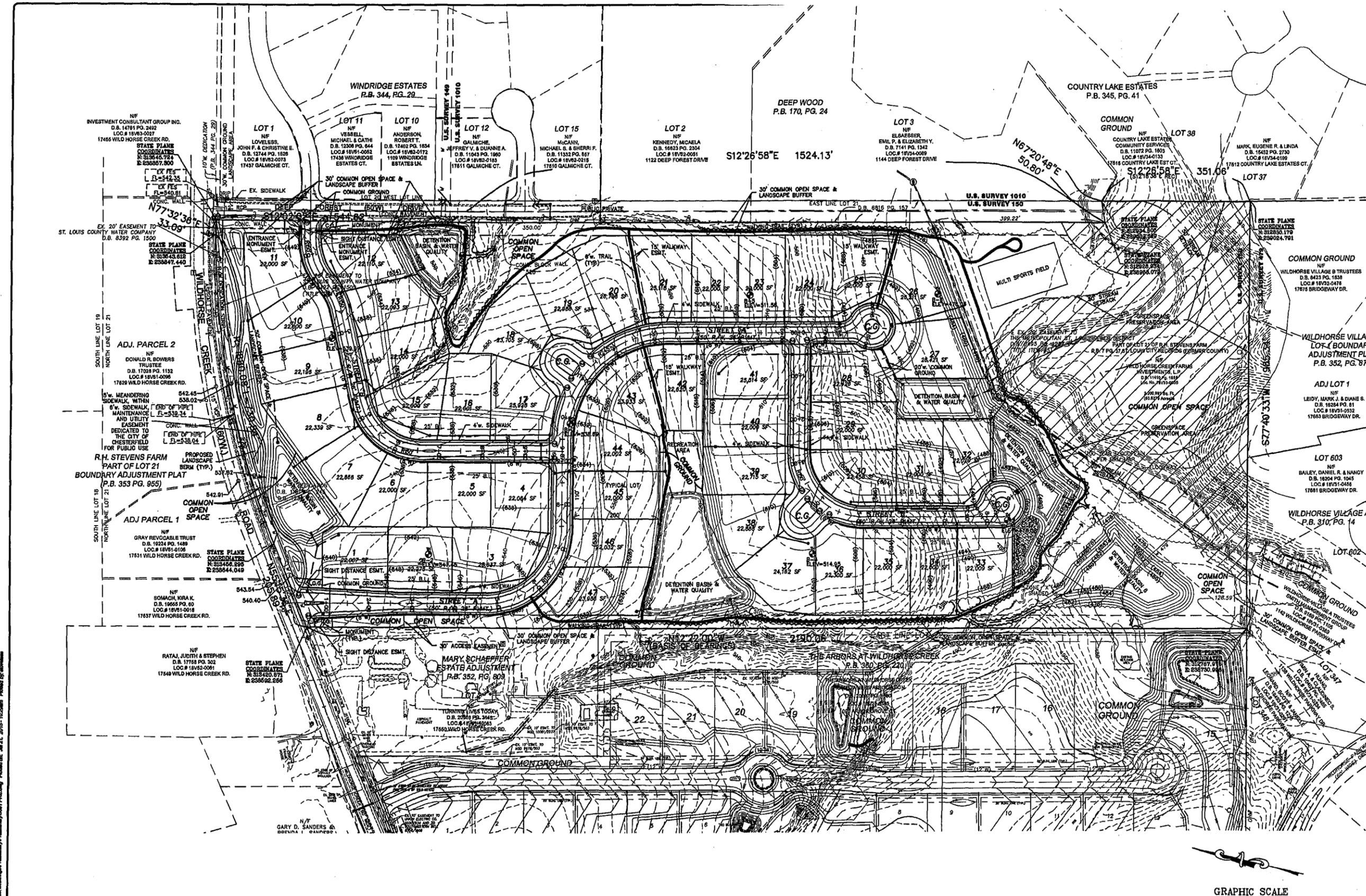
## **VI. RECORDING**

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.

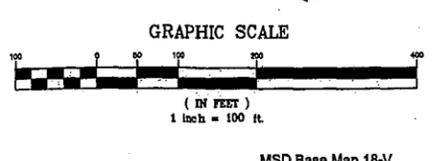
## **VII. ENFORCEMENT**

- 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.





THE UNDERGROUND UTILITIES SHOWN HEREON WERE PLOTTED FROM AVAILABLE INFORMATION AND DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NONEXISTENCE, SIZE, TYPE, NUMBER OR LOCATION OF THESE OR OTHER UTILITIES. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND UTILITIES, SHOWN OR NOT SHOWN, AND SAID UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319, RSMo.

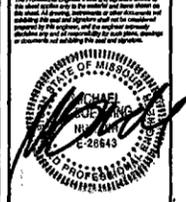


REVISION	DATE	BY	DESCRIPTION
1			INITIAL SUBMITTAL 06-01-15
2			REVISED PER CHICAGO COMMENTS 6-30-15
3			REVISED PER VERBAL CITY COMMENTS 7-21-15
4			
5			
6			
7			
8			

**Wilmas Farm, LLC**  
 5091 New Baumgartner Road  
 St. Louis, Missouri 63129  
 Ph: (314) 487-5617

**THE STERLING CO.**  
 ENGINEERS & SURVEYORS  
 5055 New Baumgartner Road  
 St. Louis, Missouri 63129  
 Ph: 314-487-0440 Fax: 314-487-8844  
 www.sterling-eng-srv.com  
 Corporate Certificate of Authority #001348

**The Arbors at Wilmas Farm**  
 Chamberlain, Missouri  
 PRELIMINARY DEVELOPMENT PLAN



Date: 7-21-2015  
 MICHAEL G. BOERDING  
 License No. MO E-28843  
 Civil Engineer

Job Number: 15-03-091  
 Date: July 21, 2015  
 Designed: MF Sheet  
 Drawn: LG 2.1  
 Checked: PRE

MSD Base Map 18-V

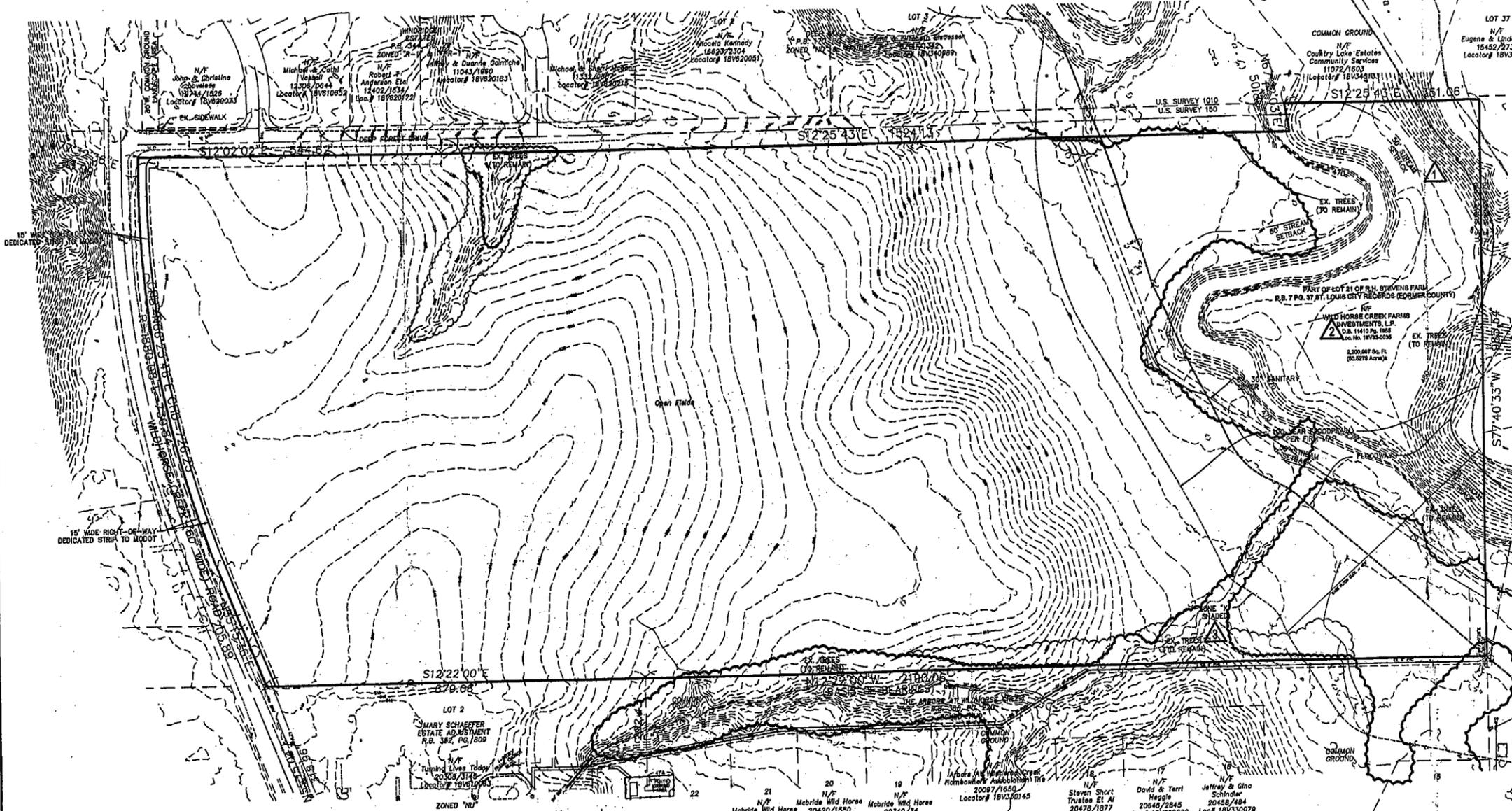


LEGEND:

-  Existing tree or tree mass
-  BAF-10 Sample Point

Sample Point Inventory and Evaluation

TREE NUMBER	SPECIES	DIAMETER	CONDITION	COMMENTS
1	Hickory	4"	Fair	BAF Point 1
2	American Elm	17"	Poor	BAF Point 1
3	Boxelder	10"	Fair	BAF Point 1
4	Hickory	38"	Good	BAF Point 1
5	Sycamore	61"	Fair	BAF Point 1
6	American Elm	18"	Good	BAF Point 1, top out storm damage
7	Ash	28"	Good	BAF Point 1, hollow storm damage
8	American Elm	28"	Poor	BAF Point 2
9	Hickory	8"	Fair	BAF Point 2
10	Hickory	2"	Fair	BAF Point 2
11	Hickory	4"	Fair	BAF Point 2
12	Slippery Elm	5"	Fair	BAF Point 2
13	American Elm	19"	Fair	BAF Point 2
14	Boxelder	13"	Fair	BAF Point 2
15	Slippery Elm	11"	Fair	BAF Point 2
16	Slippery Elm	15"	Fair	BAF Point 2
17	Boxelder	8"	Poor	BAF Point 2
18	Boxelder	19"	Fair	BAF Point 2, hollow storm damage
19	Oak	20"	Poor	BAF Point 3
20	Ash	2"	Fair	BAF Point 3
21	Slippery Elm	7"	Fair	BAF Point 3
22	American Elm	12"	Fair	BAF Point 3
23	American Elm	10"	Fair	BAF Point 3
24	Dogwood	3"	Fair	BAF Point 3
25	Boxelder	12"	Poor	BAF Point 3
26	American Elm	4"	Poor	BAF Point 3
27	American Elm	14"	Fair	BAF Point 3
28	Slippery Elm	5"	Poor	BAF Point 3
29	Slippery Elm	4"	Fair	BAF Point 3
30	Black Cherry	12"	Fair	BAF Point 3
31	Black Cherry	14"	Fair	BAF Point 3



**FORESTRY CONSULTANT SERVICES**  
 Bruce Vawter  
 Consulting Forester  
 9321 Manor Oak Dr. • St. Louis, MO 63128  
 (314) 849-2313  
 E-mail: FCS@vawter.com

**ARBORS AT WILMAS FARM**  
 WILMAS FARM LANDOWNER  
 Tree Stand Delineation Narrative  
 October 9, 2013

The Wilmas Farm / Landowner development is situated in an area of west St. Louis County, in the City of Chesterfield located along the south side of Wild Horse Creek Road, immediately west of Deep Forest Drive. The development encompasses approximately 61.82 acres of land with a total of 8.72 acres in woodlands. The woody plant coverage of this property is a mixture of old field succession and bottomland tree species with the species including: flowering dogwood, boxelder, American elm, slippery elm, black cherry, oak, hickory, ash, and sycamore. The woody plant species and herbaceous species include: sugar maple, silver maple, poplar, sycamore, bush honeysuckle and wild grape. During my site inspection, I found no significant, state-listed champion trees or rare trees and plants, located on the property.

The majority of the 8.72 wooded acres is in the southern portion of the property. This densely wooded area also includes the creek with steep terrain and a varied collection of trees. There are also small areas of tree cover along intermittent drainages near the northeast corner and along portions of the west property line. I took 3 BAF-10 sample points in the woodlands (locations shown on the Tree Stand Delineation drawing) and recorded a density of 103 trees per acre with an average diameter (dbh) of 12.4". These trees were tallied on the tree BAF-10 sampling points with species distributed by the following percentages: elm 45%, boxelder 16%, hickory 18%, black cherry 8%, ash 6% and sycamore, oak and dogwood 3% each. I found no evidence of any major insect or disease concerns.

The wooded tree canopy coverage on the site totals 8.72 acres or 423,403 square feet. The required tree canopy coverage to be retained is 30%, which totals 2,616 acres or 127,162 square feet. The wooded tree cover on the Tree Stand Delineation plan, scheduled to be retained, includes 8.05 acres or 350,858 square feet of canopy coverage. Retention of the trees within the wooded area will exceed the required tree canopy coverage retention.

**ARBORS AT WILMAS FARM**  
 (formerly known as)  
**WILMAS FARM / LANDOWNER**  
 Tree Stand Delineation Tabular Summary

- Acreage of the site - 61.82 acres
- Tree canopy coverage of wooded area - 8.72 acres (423,403 sq. ft.)
- Tree canopy coverage required (30%) 2,616 acres (121,165 sq. ft.)
- Tree canopy coverage to be removed (17%) 1.87 acres (72,745 sq. ft.)
- Tree canopy coverage to be retained - (83%) 8.05 acres (350,858 sq. ft.)
- Forest type: Bottomland Hardwoods and Old Field Regeneration
- Dominant species: elm, boxelder and hickory
- Density expressed in trees per acre - 103 trees per acre
- Average diameter: 12.4" dbh
- Apparent health problems: None

I hereby certify that I viewed this property and provided this professional opinion regarding the Tree Stand Delineation details for the property identified as Wilmas Farm / Landowner, Chesterfield, Missouri.

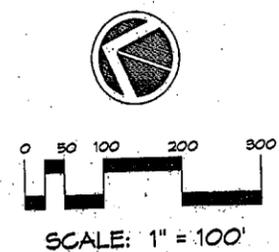
**Bruce Vawter**  
 Consulting Forester  
 Certified Forester #25501  
 Certified Arborist # MW-0488A

General Notes:

1. Base Information: Outboundary and topographic survey and air photo by Sterling Engineering & Surveyors, Job No. 15-08-265, dated 9-29-2013. Floodplain and Floodway areas are present at the rear portion (southern end) of the subject site, per FIRM Flood Insurance Rate Map, map number 2418C0145 K, with effective date of February 4, 2015.
2. Flood Plain:
3. Address of Subject Property: 11508 Wild Horse Creek Road.
4. Locator Number: 18V330095

\*\* Note calculations are subject to final engineering design being performed. Final plans may show more or less trees being saved. However, as a minimum, there shall be at least 90% of the existing trees retained.

Prepared For:  
**ARBOR HOLDINGS II, L.L.C.**  
 5041 New Baumgartner Road  
 St. Louis, Missouri 63129  
 Phone: 314-487-6717



**Arbors at Wilmas Farm**  
 Tree Stand Delineation

**HALL + ASSOCIATES, L.L.C.**  
 LAND PLANNING  
 LANDSCAPE ARCHITECTURE

424 SOUTH CLAY AVENUE, ST. LOUIS, MO 63122 314.988.5577

Drawn by: JRM  
 Checked by: [Signature]  
 Date: 10-10-13  
 Project Number: 13014  
 Sheet Number: 1 OF 1

Revisions:  
 10-11-13, 2-7-14, 2-25-14, 3-3-14, 3-4-14, 3-5-14, 4-22-14  
 4-25-14, 4-30-15, 6-30-15

MAY - 1 2015

**Arbors at Wilmas Farm Zoning Narrative Statement**

Department of Public Services

***a. General Description of the Proposal:***

The employee owners of McBride & Son Homes are proud to have the opportunity to unveil their newest project to the City of Chesterfield. McBride is proposing to develop 50.5 acres of property along Wild Horse Creek Road and is requesting an E-1AC PUD zoning in order to permit the development. The project consists of 47 large, wooded residential home sites on 50.5 acres which is less than one house per acre density. Greenspace, pocket parks and recreational amenities are dispersed throughout the development. McBride will be constructing its luxury home product line and will feature many upgraded architectural features that were added specifically for this project. McBride researched the densities, site development characteristics and architectural elements of the homes in surrounding subdivisions in order to create a project that is compatible with the surrounding communities. In addition, McBride has made every effort to preserve the many existing natural resources located on the site. The project meets and exceeds all of the relevant PUD requirements.

***b. List of requested uses:***

McBride is requesting single family detached residential use for the entire site. The site will also contain common ground (including common ground amenities) and public streets which will be designed and constructed in accordance with the City's guidelines for residential construction.

***c. Proposed Land Uses and development standards, density and height limitations, yard requirements (compatible with nearby uses and Comprehensive Plan):***

McBride is requesting a single family detached residential use for the site. The development standards are noted throughout this application and identified on the plan. The proposed density is less than one-acre. The plan includes 47 lots on 50.5 acres.

The maximum building height will be fifty feet which is consistent with the E-1AC district.

The minimum front yard setback will be 25 feet. The minimum rear yard setback will be 25 feet and the minimum side yard setback will be 8 feet with a minimum of 20 feet between homes.

***d. List of Permitted uses for each tract:***

McBride is requesting single family detached residential use for the entire site.

***e. Exceptions or variations from the requirement of the Zoning Ordinance:***

Pursuant to the City's Zoning Code, the purpose of the PUD is to encourage flexibility to the density requirements and development standards of the zoning ordinance. The lots will be smaller than one-acre in size however all of the lots will exceed 22,000 square feet which is consistent with the surrounding communities. The lot sizes allow for the inclusion of more common ground and amenities within the development. The plan includes front and side yard setbacks which are smaller than the minimum setbacks identified in the E-1AC district. These setbacks create more interspersed recreational opportunities within the project.

***f. Table Showing Number of Acres in the proposed development and each proposed land use including public facilities:***

The site contains 50.5 acres and will be entirely devoted to residential use. The public streets will consist of 4.68 acres.

***g. Proposed dedication or reservation of land for public use, including streets and easements.***

The project includes 4.68 acres of public streets and McBride will establish all of the necessary utility easements.

***h. Plans for parking, loading, access ways, and means of protecting adjacent areas from lighting and other potential, adverse effects.***

The site design features two cul-de-sacs and two eyebrows. All homes will include a standard three-car side-entry garage. This feature is not typically included as standard within this product line. McBride decided to include this option as standard based upon its research of existing architectural elements within some nearby communities.

***i. Phases for Construction:***

McBride anticipates that the entire site will be developed in one phase.

***j. Landscaping and Tree Preservation:***

McBride is proposing to preserve 83% of the existing woodland tree canopy which is nearly 50% more than the City's 30% tree preservation requirement. The preservation of these trees is an important characteristic of the overall community and is also identified as a key design feature for the PUD in the City's Zoning Code.

In addition to the tree preservation, McBride will provide extensive landscaping throughout the community. McBride is proposing enhanced landscape buffers around the perimeter of the project. This buffer is 30' wide along the eastern and western portions of the site and will include a walking trail providing pedestrian connectivity to the sidewalks and interior pocket parks and greenways. The buffer area is 50' in width along the northern property line with a 7.82 acre greenspace preservation area along the

southern boundary of the site both of which exceeds the City's standards. The northern buffer will be heavily landscaped along Wildhorse Creek Road. All of the foregoing buffer areas are located on common ground and not located within any lots.

***k. Character of and rationale for the PUD:***

The City's zoning code states that the purpose of the PUD District is: to encourage flexibility to the density requirements and development standards of the zoning ordinance that will result in exceptional design, character, and quality of new development; to promote the most appropriate use of land; to facilitate the provision of streets and utilities; and to preserve the natural and scenic features and open space.

McBride had three primary considerations when it designed the project. First, McBride wanted the project to compliment the existing communities in the area. After careful study of the surrounding area, McBride determined that one-acre density was the most appropriate for the site. While the one-acre density does not yield as many homes, it is important to preserve this one-acre density in this area. The City's Zoning Code identifies compatibility with surrounding land uses and the Comprehensive Plan as a "general consideration" for the PUD. The proposed E-1AC PUD zoning is consistent with the communities in the vicinity of the project. The nearby Wildhorse Community is zoned R-1 PEU which is the same density and the same type of zoning as the subject project. The adjacent Arbors at Wildhorse Creek is zoned E-1 PUD with the same density and similar lot sizes and setbacks. The City's Comprehensive Plan identifies this area as "Residential Single Family (Attached/Detached)" use which is entirely consistent with the project.

Second, the site contains many natural features and McBride sought to preserve many of these features. These natural features will also enhance the desirability of the location which contributes to the sustainability of the community. The environmental benefits of preserving these natural resources are numerous. The natural vegetation will cleanse and filter storm water and recharge the groundwater. In addition to the many environmental benefits, these features serve to provide residents with an identity to their community which further promotes sustainability. The preservation of these natural features achieves another design feature of the PUD identified in the City's Zoning Code.

Finally, McBride wanted to design a community worthy of its most luxurious product line. McBride will be offering homes with many upgraded architectural features. McBride designed many unique amenities and features (described below) which help to create a country estate-inspired home site for McBride's future residents. These features and amenities are also consistent with the City's Zoning Code which identifies the creation of open space through passive recreation areas as a design feature for the PUD.

The PUD is necessary in order to allow for flexibility in some of the design standards in the E-1AC zoning category while preserving many of the natural resources on the site. Most notably, the lots sizes will be less than one-acre however the lot sizes will all exceed 22,000 square feet which is greater than one-half acre. The overall density of the

site is actually less than one-acre density because the project consists of only 47 lots on 50.5 acres.

Based on the site plan, McBride anticipates that nearly twenty-five percent of the site will be left in its natural state. These natural areas will not be graded and natural slopes and vegetation will remain. The PUD section of the City's Zoning Code states that maintaining existing topography, soils and vegetation is a design feature for the PUD.

The design and construction of homes with an architectural vernacular that exceeds the typical building designs is also noted as a design feature in the PUD section of the City's Zoning Code. This design feature is achieved by offering McBride's most luxurious housing product on this site. McBride added important standard architectural features such as three-car side-entry garages and architectural shingles. In addition to the brick and stone elements on many of the elevations, McBride will be utilizing Hardie board siding which is a low maintenance and more sustainable alternative to other forms of siding.

The City's Zoning Code identifies environmentally conscious building techniques as a design feature of the PUD. McBride is committed to this concept as well. McBride is proposing to offer several sustainable and environmentally conscious options in its homes, including, Hardie board siding, energy efficient appliances, upgraded ceiling insulation, low-e windows, low-flow toilets, low-flow faucets and high efficiency HVAC systems. McBride is also utilizing many water quality features as part of the site design.

### *1. Description of Amenities*

McBride is proposing several areas of common ground interspersed throughout the development. The "Recreation Area" in the middle of the site will likely have some type of covered picnic area and horseshoe pits to create a community gathering area for residents. The "Playground Area" adjacent to Lot 33 will contain children's playground equipment. McBride included a sports field on part of the large common ground area encompassing the entire southern boundary of the site. McBride designed each amenity so that it was dispersed throughout the development such that the parks and greenspace can be seen and easily accessed from every lot within the subdivision. All of the common areas, amenities and landscaped buffers will be maintained by the community association. Enhanced landscaping, deeper buffers and planting along right-of-way are all identified as design features of the PUD in the City's Zoning Code which is achieved by the proposed plan.

All of these recreational areas are connected with a trail and the trail will connect in various locations to the site's internal sidewalks. These trails will create interconnectivity throughout the site to all recreational areas and to Deep Forest Drive and Wildhorse via the new sidewalks. The interconnected trails will allow every future owner to easily walk to each recreational area and either Deep Forest or Wildhorse from every lot and/or recreational area within the project.

McBride will construct two full access entrances avoiding the need for a secondary emergency access entrance. The 50' landscape buffer area along Wildhorse Creek Road will create an impressive sense of arrival to the community, including an upscale lighted monument sign. This entrance will compliment the other community entrances in this area.

The site currently contains mature trees. McBride is proposing to preserve 83% of the existing trees (well in excess of the 30% preservation requirement).

***m. Lands to be dedicated for public use, if any:***

The project includes 4.68 acres of public streets and all of the necessary utility easements. Additionally, McBride is planning on a 15' wide road dedication along Wildhorse.

***n. Phasing:***

McBride anticipates that the entire site will be developed in one phase.

***o. Phasing and time schedule for Public Facilities:***

McBride anticipates that the entire site will be developed in one phase.

BILL NO. 3051

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

**AN ORDINANCE REPEALING CITY OF CHESTERFIELD ORDINANCE NUMBER 2848 PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT KEHRS MILL PLAT 1, A 27.055 ACRE TRACT OF LAND ZONED "PUD" PLANNED UNIT DEVELOPMENT DISTRICT LOCATED NORTH OF THE INTERSECTION OF STRECKER ROAD AND CHURCH ROAD.**

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

**WHEREAS**, the purpose of said Record Plat is to subdivide a 27.055 acre tract of land into twenty-six (26) residential lots; and,

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

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

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

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

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

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

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

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

OWNER'S CERTIFICATE

The undersigned owner of a tract of land hereon planned and further described in the following surveyors certification have caused this plat to be prepared and submitted to the City of Chesterfield, Missouri, for their review and approval...

The undersigned owner of a tract of land hereon planned and further described in the following surveyors certification have caused this plat to be prepared and submitted to the City of Chesterfield, Missouri, for their review and approval...

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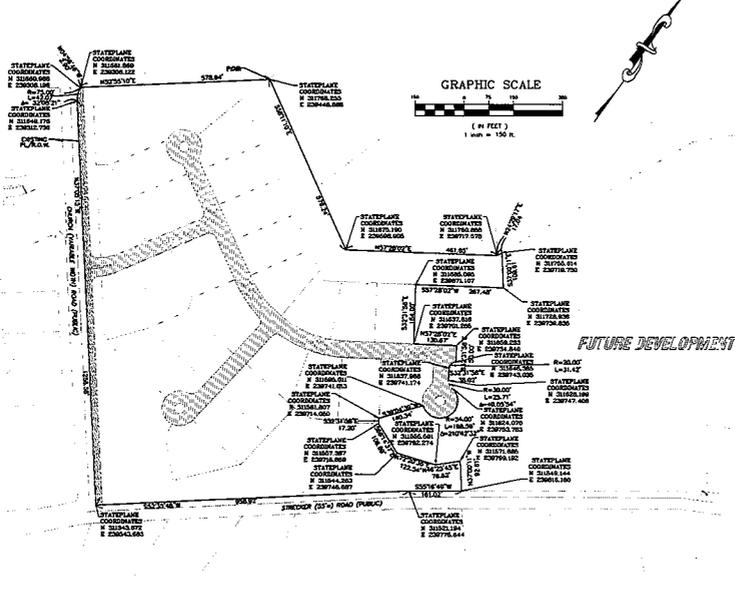
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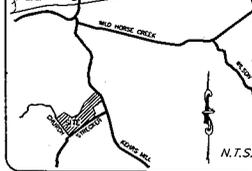
Arbors at Kehrs Mill - Plat 1

A TRACT OF LAND BEING LOT 1 OF ST. MARY'S INSTITUTE LOT SPLIT AS RECORDED IN PLAT BOOK 333 PAGES 437 AND 438 OF THE ST. LOUIS COUNTY MISSOURI RECORDS...

P.L.S. - PLANNED UNIT DEVELOPMENT CITY OF CHESTERFIELD 2010-00000000000000000000



LOCATION MAP



LEGEND

- 1. FUTURE DEVELOPMENT AS ACCORDING TO THE SUBDIVISION PLANNING STANDARDS... 2. EXISTING PERMANENT EASEMENT... 3. EXISTING PERMANENT EASEMENT... 4. EXISTING PERMANENT EASEMENT...

LAND DESCRIPTION PLAT 1

A TRACT OF LAND BEING LOT 1 OF ST. MARY'S INSTITUTE LOT SPLIT AS RECORDED IN PLAT BOOK 333 PAGES 437 AND 438 OF THE ST. LOUIS COUNTY MISSOURI RECORDS...

OVERALL LAND DESCRIPTION PLATS 1 & 2

A TRACT OF LAND BEING LOT 1 OF ST. MARY'S INSTITUTE LOT SPLIT AS RECORDED IN PLAT BOOK 333 PAGES 437 AND 438 OF THE ST. LOUIS COUNTY MISSOURI RECORDS...

STATEMENT OF STATE PLANE COORDINATE

STATE PLANE COORDINATE SYSTEM ESTABLISHED ON JANUARY 1, 2011 BY THE MISSOURI DEPARTMENT OF GEOGRAPHY...

TITLE NOTES FOR OVERALL DEVELOPMENT (PLATS 1 AND 2)

- 1. FOR EASEMENTS, THE STANDING OWNER HAS USED, EXCLUSIVELY, A TITLE POLICY ISSUED THROUGH THE MISSOURI TITLE GUARANTEE COMPANY...

SURVEYOR'S NOTES

- 1. THIS PLAT CONTAINS 37.025 ACRES, MORE OR LESS. 2. BASED ON RECORDS, PLAT OF ST. MARY'S INSTITUTE LOT SPLIT AS RECORDED IN PLAT BOOK 333, PAGE 437-438 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS...

PROJECT / SITE BENCHMARK

ST. LOUIS COUNTY BENCHMARK BRUSH MARK: 12-170 ELEVATION 448.00 (VDN 91)...

SURVEYOR'S CERTIFICATE

I, the undersigned, being duly sworn, do hereby certify that I am a duly licensed and qualified surveyor in the State of Missouri...

IN WITNESS WHEREOF, I HAVE SIGNED AND SEALED THE FOREGOING THIS 20th DAY OF 2015.

THE SURVEYING COMPANY NO. 107-30-00 RECEIVED April 28, 2015

Vertical sidebar containing recording information, project details, and a large 'STERLING' logo for the surveying company.



RECEIVED  
City of Chesterfield

MAR 11 2015

Department of Public Services

**SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT**

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

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY  
for the creation and development of a subdivision to be known as  
The Arbors at Kehrs Mill (Plat 1)  
\_\_\_\_\_ in accordance with  
Ordinance No. \_\_\_\_\_, the governing ordinance for the subdivision, and the Subdivision  
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably  
estimated and determined that the cost of construction, installation and completion of said  
improvements, all in accordance with the provisions of said governing ordinance and  
Subdivision Regulations, as amended, will be in the sum of  
One million three hundred seventy thousand six hundred sixty-five dollars & sixty-six cent  
\_\_\_\_\_ DOLLARS

(\$ 1,370,665.66 ), lawful money of the United States of America; and

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

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

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

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of One million three hundred seventy thousand six hundred sixty-five dollars & sixty-six cents, DOLLARS (\$ 1,370,665.66) lawful money of the United States of America by: (check one)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

seals the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: (SEAL)

DEVELOPER: Arbors at Kehrs Mill, LLC

*Al Hicks*  
Type Name: Al Hicks  
Title: Vice-President of JHB Properties, Inc.;  
a member

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

Firm Address:  
5091 New Baumgartner Road  
St. Louis, MO 63129

ATTEST: (SEAL)

ESCROW HOLDER: Midwest Bank Centre

*[Signature]*  
Type Name: *Libby Baybo*  
Title: *Eke Asst*

BY: *[Signature]*  
Type Name: *Chris Rife*  
Title: *Vice President*

Firm Address:  
2191 Lemay Ferry Road  
St. Louis, MO 63125

**CITY OF CHESTERFIELD, MISSOURI**

BY \_\_\_\_\_  
Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

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

\_\_\_\_\_  
Mayor

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

**BANK OFFICIAL'S ACKNOWLEDGMENT**

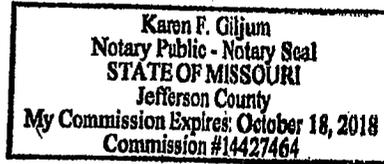
STATE OF MISSOURI    )  
                                  ) SS  
COUNTY OF ST. LOUIS    )

On this 25<sup>th</sup> day of February, 2015, before me appeared Chris Rife, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President (title) of Midwest BankCentre (name of bank), a \_\_\_\_\_ (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said Officer (title) acknowledged said instrument to be the free act and deed of said bank.

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

Karen F. Halgum  
Notary Public

My Commission Expires: 10-18-2018



**LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT**

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

On this 23<sup>rd</sup> day of February, 2015, before me appeared John H. Berra, Jr. (name) to me personally known, who, being by me duly sworn, did say that he/she is the President (title or Executing Official) of JHB Properties, Inc.; a member of Arbors at Kehrs Mill, LLC, a Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its Members, (President or title of chief officer), John H. Berra, Jr. (name) as President of JHB Properties, Inc.; (title of Executing Official) of said L.L.C. acknowledges a member said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 23<sup>rd</sup> day of February, 2015.

Susan E. Lauman  
Notary Public

My Commission Expires:

May 20, 2016

SUSAN E. LAUMAN Notary Public - Notary Seal STATE OF MISSOURI St. Louis County My Commission Expires: 05/20/2016 Commission # 12486954
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# EXHIBIT A

**Attach: Subdivision Deposit Spreadsheet**

**CONSTRUCTION DEPOSIT**

**SUBDIVISION:** Arbors at Kehrs Mill  
**PLAT:** 1  
**SUBDIVISION CODE:** 305  
**NO. LOTS:** 44  
**DATE OF PLAT APPROVAL:**

**DEVELOPER:** Arbors at Kehrs Mill LLC

<b>CATEGORY</b>	<b>DATE OF RELEASE</b>	<b>% RELEASE</b>	<b>ORIGINAL BALANCE</b>	<b>TOTAL RELEASED</b>	<b>TOTAL % RELEASED</b>	<b>CURRENT BALANCE</b>	<b>% REMAINING</b>
<b>STREETS</b>			<b>\$349,890.97</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$349,890.97</b>	<b>100</b>
<b>SIDEWALKS</b>			<b>\$3,724.60</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$3,724.60</b>	<b>100</b>
<b>STORM SEWER</b> Original escrow established at 90% of cost			<b>\$504,384.41</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$504,384.41</b>	<b>100</b>
<b>SAN. SEWER</b> Original escrow established at 90% of cost			<b>\$126,513.29</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$126,513.29</b>	<b>100</b>
<b>DETENTION</b>			<b>\$18,177.50</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$18,177.50</b>	<b>100</b>
<b>GRADING</b>			<b>\$10,776.70</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$10,776.70</b>	<b>100</b>
<b>EROSION CONTROL</b>			<b>\$11,321.20</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$11,321.20</b>	<b>100</b>
<b>SILTAT'N CONTROL</b>			<b>\$5,882.80</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$5,882.80</b>	<b>100</b>
<b>MONUMENTS</b>			<b>\$16,302.00</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$16,302.00</b>	<b>100</b>
<b>STREET LIGHTS</b>			<b>\$6,776.00</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$6,776.00</b>	<b>100</b>
<b>STREET SIGNS</b>			<b>\$1,082.40</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$1,082.40</b>	<b>100</b>
<b>WATER MAINS</b>			<b>\$266,718.60</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$266,718.60</b>	<b>100</b>
<b>COMMON GR. SEED</b>			<b>\$15,371.60</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$15,371.60</b>	<b>100</b>

**CONSTRUCTION DEPOSIT**

**SUBDIVISION: Arbors at Kehrs Mill  
PLAT: 1**

**DEVELOPER: Arbors at Kehrs Mill LLC**

<b>ISLAND SODDING</b>	<b>\$1,960.20</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$1,960.20</b>	<b>100</b>
<b>RETAINING WALL</b>	<b>\$15,785.00</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$15,785.00</b>	<b>100</b>
<b>FENCE</b>	<b>\$2,248.40</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$2,248.40</b>	<b>100</b>
<b>LOMR</b>	<b>\$13,750.00</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$13,750.00</b>	<b>100</b>
<b>TOTALS</b>	<b>\$1,370,665.66</b>	<b>\$0.00</b>	<b>0</b>	<b>\$1,370,665.66</b>	<b>100</b>

MAR 11 2015

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT Public Services

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

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY  
for the creation and development of a subdivision to be known as  
The Arbors at Kehrs Mill (Plat 1) \_\_\_\_\_ in accordance with  
Ordinance No. \_\_\_\_\_, the governing ordinance for the subdivision, and the Subdivision  
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably  
estimated and determined that the cost of maintenance of the required improvements, based on  
the cost of construction of said improvements, all in accordance with the provisions of said  
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum  
of One hundred forty-two thousand six hundred ninety-four dollars & fifty-three cents DOLLARS  
(\$ 142,694.53 ), lawful money of the United States of America; and

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

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

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of One hundred forty-two thousand six hundred ninety-four dollars & fifty-three cents  
DOLLARS (\$ 142,694.53 ), lawful money of the United States of America by:

(check one)

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

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

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

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

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

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

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 1005.080 Subsection (G) and other remedies of the City Code, shall be subject to the immediate order of the Planning and Development Services Director to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Planning and Development Services Director shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Planning and Development Services Director shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

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

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

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

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

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

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

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

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

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

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

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

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

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

seals the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ A.D.

ATTEST: (SEAL)

DEVELOPER: Arbors at Kehrs Mill, LLC

*Al Hicks*

Type Name: Al Hicks  
Title: Vice-President of JHB Properties, Inc.;  
a member

BY: *[Signature]*

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

Firm Address:  
5091 New Baumgartner Road  
St. Louis, MO 63129

ATTEST: (SEAL)

CREDIT HOLDER: Midwest Bank Centre

*[Signature]*  
Name: *Eric [unclear]*  
Title: *Eric Asst*

BY: *[Signature]*  
Name: *Chris Pite*  
Title: *Vice President*

Firm Address:  
2191 Lemay Ferry Road  
St. Louis, MO 63125

**CITY OF CHESTERFIELD, MISSOURI**

BY \_\_\_\_\_  
Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

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

\_\_\_\_\_  
Mayor

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

**BANK OFFICIAL'S ACKNOWLEDGMENT**

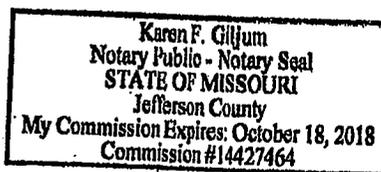
STATE OF MISSOURI    )  
                                  ) SS  
COUNTY OF ST. LOUIS    )

On this 25<sup>th</sup> day of February, 2015, before me appeared  
Chris Rife, to me personally known, who, being by me duly  
sworn, did say that he/she is the Vice President (title) of  
Midwest BankCentre (name of bank), a  
\_\_\_\_\_ (corporation, etc.) organized and existing under the laws of the  
United States of America, and that the seal affixed to the foregoing instrument is the Corporate  
Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by  
authority of its Board of Directors, and said Officer (title)  
acknowledged said instrument to be the free act and deed of said bank.

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

Karen F. Giffum  
Notary Public

My Commission Expires: 10-18-2018



**LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT**

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

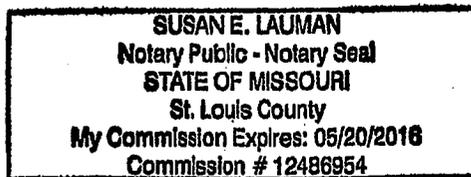
On this 23<sup>rd</sup> day of February, 2015, before me appeared John H. Berra, Jr. (name) to me personally known, who, being by me duly sworn, did say that he/she is the President (title or Executing Official) of President of JHB Properties, Inc.; a member, a Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its Members, (President or title of chief officer), John H. Berra, Jr. (name) as President of JHB Properties, Inc. (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 23<sup>rd</sup> day of February, 2015.

Susan E. Lauman  
Notary Public

My Commission Expires:

May 20, 2016



**MAINTENANCE DEPOSIT**

**SUBDIVISION: Arbors at Kehrs Mill**

**PLAT: 1**

**SUB CODE: 305**

**DEVELOPER: Arbors at Kehrs Mill LLC**

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

<b>CATEGORY</b>	<b>ORIGINAL BALANCE</b>	<b>DATE OF RELEASE</b>	<b>AMOUNT RELEASED</b>	<b>CURRENT BALANCE</b>
<b>STREETS</b>	<b>\$34,989.10</b>			<b>\$34,989.10</b>
<b>SIDEWALKS</b>	<b>\$372.46</b>			<b>\$372.46</b>
<b>STORM SEWER</b>	<b>\$56,037.11</b>			<b>\$56,037.11</b>
<b>SAN. SEWER</b>	<b>\$14,055.63</b>			<b>\$14,055.63</b>
<b>DETENTION</b>	<b>\$1,817.75</b>			<b>\$1,817.75</b>
<b>GRADING</b>	<b>\$1,077.67</b>			<b>\$1,077.67</b>
<b>EROSION CONTROL</b>	<b>\$1,132.12</b>			<b>\$1,132.12</b>
<b>SILTAT'N CONTROL</b>	<b>\$588.28</b>			<b>\$588.28</b>
<b>MONUMENTS</b>	<b>\$1,630.20</b>			<b>\$1,630.20</b>
<b>STREET LIGHTS</b>	<b>\$677.60</b>			<b>\$677.60</b>
<b>STREET SIGNS</b>	<b>\$108.24</b>			<b>\$108.24</b>
<b>WATER MAINS</b>	<b>\$26,671.86</b>			<b>\$26,671.86</b>
<b>COMMON GR. SEED</b>	<b>\$1,537.16</b>			<b>\$1,537.16</b>
<b>ISLAND SODDING</b>	<b>\$196.02</b>			<b>\$196.02</b>
<b>RETAINING WALL</b>	<b>\$1,578.50</b>			<b>\$1,578.50</b>
<b>FENCE</b>	<b>\$224.84</b>			<b>\$224.84</b>
<b>TOTALS</b>	<b>\$142,694.53</b>		<b>\$0.00</b>	<b>\$142,694.53</b>

BILL NO. 3052

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

**AN ORDINANCE REPEALING CITY OF CHESTERFIELD ORDINANCE NUMBER 2849 PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT KEHRS MILL PLAT 2, A 31.093 ACRE TRACT OF LAND ZONED "PUD" PLANNED UNIT DEVELOPMENT DISTRICT LOCATED NORTH OF THE INTERSECTION OF STRECKER ROAD AND CHURCH ROAD.**

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

**WHEREAS**, the purpose of said Record Plat is to subdivide a 31.093 acre tract of land into eighteen (18) residential lots; and,

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

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

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

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

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

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

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

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

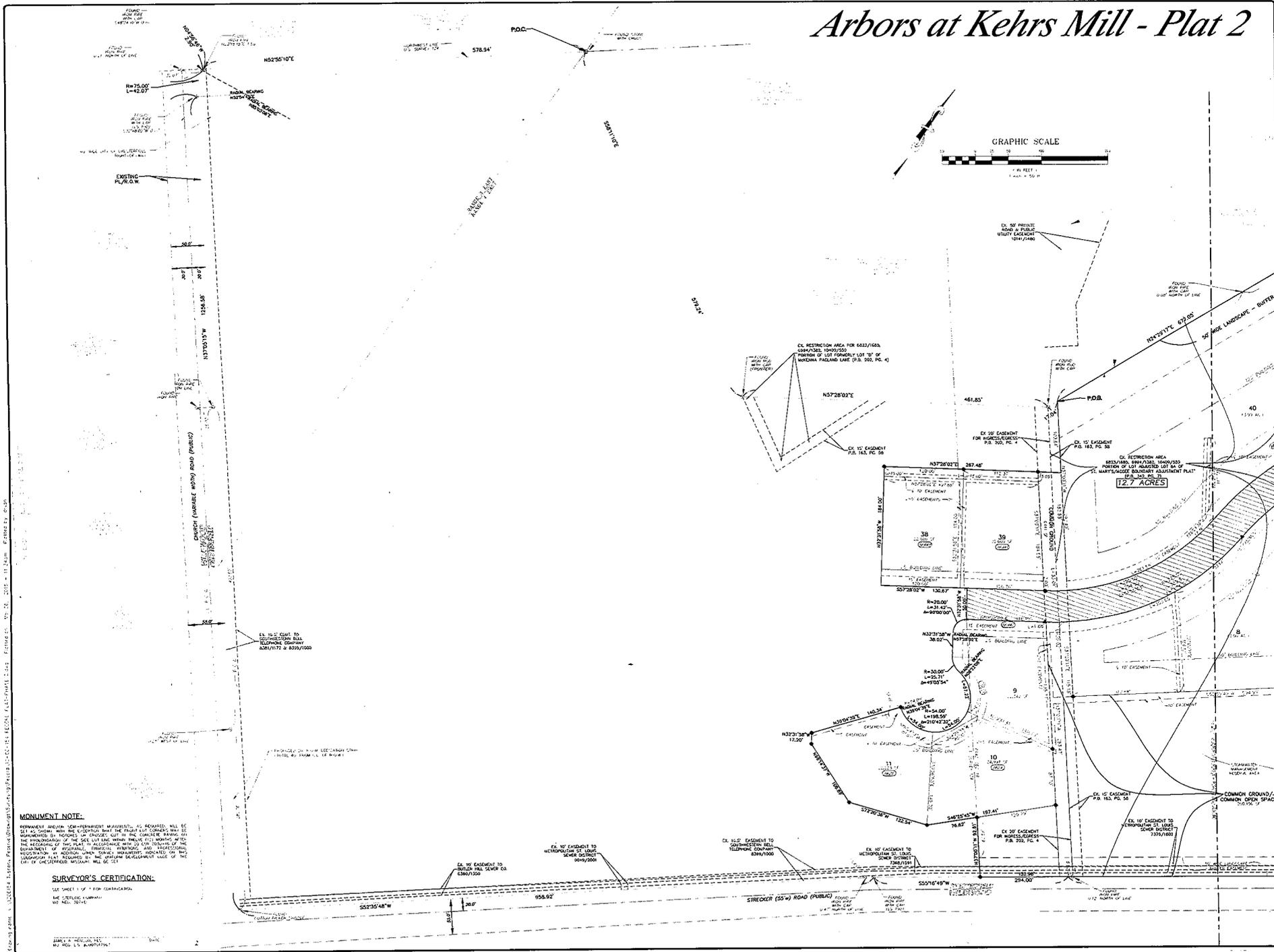
\_\_\_\_\_  
MAYOR

ATTEST:

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



# Arbors at Kehrs Mill - Plat 2



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2	REVISION	DATE	BY
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PREPARED BY  
**THE STERLING ENGINEERS & SURVEYORS**  
 501 Newburg Road  
 St. Louis, Missouri 63129  
 P.O. Box 314-87-5617

PROJECT  
**ARBORS AT KEHRS MILL**  
 SHEET TITLE  
**RECORD PLAT**

NO.	06	154
M.S.D.	2	SHEET
	3	

**MONUMENT NOTE:**  
 PERMANENT MONUMENTS AND MEASUREMENTS, AS REQUIRED, WILL BE SET AS SHOWN, WITH THE UNDERSTANDING THAT THE PROPERTY LINES SHOWN MAY BE CORRECTED TO MONUMENTS OR CHANGES LEFT TO THE COMPLETE BARRING OF THE RECORDS OF THIS PLAT IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1907, CHAPTER 110, SECTION 110-10, MISSOURI STATUTES, AND THE PROVISIONS OF THE SURVEYING ACT OF 1907, CHAPTER 110, SECTION 110-10, MISSOURI STATUTES, AND THE PROVISIONS OF THE SURVEYING ACT OF 1907, CHAPTER 110, SECTION 110-10, MISSOURI STATUTES.

**SURVEYOR'S CERTIFICATION:**  
 I, THE SURVEYOR, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEYING RECORDS AND THAT THE SAME HAVE BEEN EXAMINED AND FOUND TO BE TRUE AND CORRECT.



RECEIVED  
City of Chesterfield

MAR 11 2015

**SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT**

Department of Public Services

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

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY  
for the creation and development of a subdivision to be known as  
The Arbors at Kehrs Mill (Plat 2)  
\_\_\_\_\_ in accordance with  
Ordinance No. \_\_\_\_\_, the governing ordinance for the subdivision, and the Subdivision  
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably  
estimated and determined that the cost of construction, installation and completion of said  
improvements, all in accordance with the provisions of said governing ordinance and  
Subdivision Regulations, as amended, will be in the sum of  
One million three hundred fifty-three thousand seven hundred thirty-six dollars & sixty-six cents DOLLARS  
(\$ 1,353,736.66), lawful money of the United States of America; and

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

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

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

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of One million three hundred fifty-three thousand seven hundred thirty-six dollars & sixty-six cents, DOLLARS (\$ 1,353,736.66) lawful money of the United States of America by: (check one)

Depositing cash with the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

seals the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: (SEAL)

DEVELOPER: Arbors at Kehrs Mill, LLC

*Al Hicks*  
Type Name: Al Hicks  
Title: Vice-President of JHB Properties, Inc.;  
a member

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

Firm Address:  
5091 New Baumgartner Road  
St. Louis, MO 63129

ATTEST: (SEAL)

ESCROW HOLDER: Midwest Bank Centre

*Glenn Baybo*  
Type Name: Glenn Baybo  
Title: Exe Asst

BY: *Chris Wolfe*  
Type Name: Chris Wolfe  
Title: Vice President

Firm Address:  
2191 Lemay Ferry Road  
St. Louis, MO 63125

**CITY OF CHESTERFIELD, MISSOURI**

BY \_\_\_\_\_  
Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

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

\_\_\_\_\_  
Mayor

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

**BANK OFFICIAL'S ACKNOWLEDGMENT**

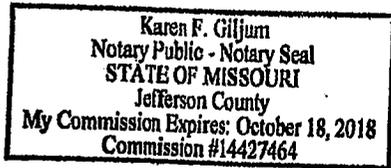
STATE OF MISSOURI     )  
  ) SS  
COUNTY OF ST. LOUIS    )

On this 28<sup>th</sup> day of February, 2015, before me appeared Chris Rife, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President (title) of Midwest Bank Centre (name of bank), a \_\_\_\_\_ (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said Officer (title) acknowledged said instrument to be the free act and deed of said bank.

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

Karen F. Giljum  
Notary Public

My Commission Expires: 10-18-2018





# EXHIBIT A

**Attach:      Subdivision Deposit Spreadsheet**

**CONSTRUCTION DEPOSIT**

**SUBDIVISION: Arbors at Kehrs Mill**  
**PLAT: 2**  
**SUBDIVISION CODE: 305**  
**NO. LOTS: 44**  
**DATE OF PLAT APPROVAL:**

**DEVELOPER: Arbors at Kehrs Mill LLC**

<b>CATEGORY</b>	<b>DATE OF RELEASE</b>	<b>% RELEASE</b>	<b>ORIGINAL BALANCE</b>	<b>TOTAL RELEASED</b>	<b>TOTAL % RELEASED</b>	<b>CURRENT BALANCE</b>	<b>% REMAINING</b>
<b>STREETS</b>			<b>\$401,093.00</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$401,093.00</b>	<b>100</b>
<b>SIDEWALKS</b>			<b>\$27,067.15</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$27,067.15</b>	<b>100</b>
<b>STORM SEWER</b> Original escrow established at 90% of cost			<b>\$296,822.99</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$296,822.99</b>	<b>100</b>
<b>SAN. SEWER</b> Original escrow established at 90% of cost			<b>\$140,266.96</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$140,266.96</b>	<b>100</b>
<b>DETENTION</b>			<b>\$15,977.50</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$15,977.50</b>	<b>100</b>
<b>GRADING</b>			<b>\$7,987.10</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$7,987.10</b>	<b>100</b>
<b>EROSION CONTROL</b>			<b>\$8,047.60</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$8,047.60</b>	<b>100</b>
<b>SILTAT'N CONTROL</b>			<b>\$4,492.40</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$4,492.40</b>	<b>100</b>
<b>MONUMENTS</b>			<b>\$14,883.00</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$14,883.00</b>	<b>100</b>
<b>STREET LIGHTS</b>			<b>\$6,776.00</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$6,776.00</b>	<b>100</b>
<b>STREET SIGNS</b>			<b>\$541.20</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$541.20</b>	<b>100</b>
<b>WATER MAINS</b>			<b>\$266,718.60</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$266,718.60</b>	<b>100</b>
<b>COMMON GR. SEED</b>			<b>\$12,004.56</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$12,004.56</b>	<b>100</b>

**CONSTRUCTION DEPOSIT**

**SUBDIVISION: Arbors at Kehrs Mill  
PLAT: 2**

**DEVELOPER: Arbors at Kehrs Mill LLC**

<b>ISLAND SODDING</b>	<b>\$1,306.80</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$1,306.80</b>	<b>100</b>
<b>RETAINING WALL</b>	<b>\$101,114.20</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$101,114.20</b>	<b>100</b>
<b>FENCE</b>	<b>\$7,387.60</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$7,387.60</b>	<b>100</b>
<b>LOMR</b>	<b>\$41,250.00</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$41,250.00</b>	<b>100</b>
<b>TOTALS</b>	<b>\$1,353,736.66</b>	<b>\$0.00</b>	<b>0</b>	<b>\$1,353,736.66</b>	<b>100</b>

RECEIVED  
City of Chesterfield

MAR 11 2015

Department of Public Services

**SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT**

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

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY  
for the creation and development of a subdivision to be known as  
The Arbors at Kehrs Mill (Plat 2)  
\_\_\_\_\_ in accordance with  
Ordinance No. \_\_\_\_\_, the governing ordinance for the subdivision, and the Subdivision  
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably  
estimated and determined that the cost of maintenance of the required improvements, based on  
the cost of construction of said improvements, all in accordance with the provisions of said  
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum  
of One hundred thirty-six thousand one hundred dollars & thirty-six cents DOLLARS  
(\$ 136,100.36), lawful money of the United States of America; and

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

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

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of One hundred thirty-six thousand one hundred dollars & thirty-six cents  
DOLLARS (\$ 136,100.36), lawful money of the United States of America by:

(check one)

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

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

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

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

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

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

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 1005.080 Subsection (G) and other remedies of the City Code, shall be subject to the immediate order of the Planning and Development Services Director to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Planning and Development Services Director shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Planning and Development Services Director shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

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

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

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

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

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

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

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

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

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

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

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

**BANK OFFICIAL'S ACKNOWLEDGMENT**

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

On this 25<sup>th</sup> day of February, 2015, before me appeared  
Chris Rife, to me personally known, who, being by me duly  
sworn, did say that he/she is the Vice President (title) of  
Midwest BankCentre (name of bank), a  
\_\_\_\_\_ (corporation, etc.) organized and existing under the laws of the  
United States of America, and that the seal affixed to the foregoing instrument is the Corporate  
Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by  
authority of its Board of Directors, and said Officer (title)  
acknowledged said instrument to be the free act and deed of said bank.

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

Karen F. Giljum  
Notary Public

My Commission Expires: 10-18-2018



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

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

seals the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ A.D.

ATTEST: (SEAL)

DEVELOPER: Arbors at Kehrs Mill, LLC

Al Hicks  
Type Name: Al Hicks  
Title: Vice-President of JHB Properties, Inc.;  
a member

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

Firm Address:  
5091 New Baumgartner Road  
St. Louis, MO 63129

ATTEST: (SEAL)

CREDIT HOLDER: Midwest Bank Centre

[Signature]  
Name: Cheryl A. DeWitt  
Title: Exec Asst

BY: [Signature]  
Name: UCLA Rite  
Title: Vice President

Firm Address:  
2191 Lemay Ferry Road  
St. Louis, MO 63125

**CITY OF CHESTERFIELD, MISSOURI**

BY \_\_\_\_\_  
Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

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

\_\_\_\_\_  
Mayor

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

**LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT**

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

On this 23<sup>rd</sup> day of February, 2015, before me appeared John H. Berra, Jr. (name) to me personally known, who, being by me duly sworn, did say that he/she is the President (title or Executing Official) of President of JHB Properties, Inc.; a member, a Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its Members, (President or title of chief officer), John H. Berra, Jr. (name) as President of JHB Properties, Inc. (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 23<sup>rd</sup> day of February, 2015.

Susan E. Lauman  
Notary Public

My Commission Expires:

May 20, 2016

SUSAN E. LAUMAN Notary Public - Notary Seal STATE OF MISSOURI St. Louis County My Commission Expires: 05/20/2016 Commiss: 2486954
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**MAINTENANCE DEPOSIT**

**SUBDIVISION: Arbors at Kehrs Mill**  
**PLAT: 2**  
**SUB CODE: 305**  
**DEVELOPER: Arbors at Kehrs Mill LLC**

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

<b>CATEGORY</b>	<b>ORIGINAL BALANCE</b>	<b>DATE OF RELEASE</b>	<b>AMOUNT RELEASED</b>	<b>CURRENT BALANCE</b>
<b>STREETS</b>	<b>\$40,109.30</b>			<b>\$40,109.30</b>
<b>SIDEWALKS</b>	<b>\$2,706.72</b>			<b>\$2,706.72</b>
<b>STORM SEWER</b>	<b>\$32,977.03</b>			<b>\$32,977.03</b>
<b>SAN. SEWER</b>	<b>\$15,583.66</b>			<b>\$15,583.66</b>
<b>DETENTION</b>	<b>\$1,597.75</b>			<b>\$1,597.75</b>
<b>GRADING</b>	<b>\$798.71</b>			<b>\$798.71</b>
<b>EROSION CONTROL</b>	<b>\$804.76</b>			<b>\$804.76</b>
<b>SILTAT'N CONTROL</b>	<b>\$449.24</b>			<b>\$449.24</b>
<b>MONUMENTS</b>	<b>\$1,488.30</b>			<b>\$1,488.30</b>
<b>STREET LIGHTS</b>	<b>\$677.60</b>			<b>\$677.60</b>
<b>STREET SIGNS</b>	<b>\$54.12</b>			<b>\$54.12</b>
<b>WATER MAINS</b>	<b>\$26,671.86</b>			<b>\$26,671.86</b>
<b>COMMON GR. SEED</b>	<b>\$1,200.46</b>			<b>\$1,200.46</b>
<b>ISLAND SODDING</b>	<b>\$130.68</b>			<b>\$130.68</b>
<b>RETAINING WALL</b>	<b>\$10,111.42</b>			<b>\$10,111.42</b>
<b>FENCE</b>	<b>\$738.76</b>			<b>\$738.76</b>
<b>TOTALS</b>	<b>\$136,100.36</b>		<b>\$0.00</b>	<b>\$136,100.36</b>



## NEWSLETTER - CITY COUNCIL MEETING

### AGENDA REVIEW – Monday, August 17 – 6:30PM

Please note that an AGENDA REVIEW meeting has been scheduled for **6:30pm**, on Monday, August 17, 2015. The enclosed AGENDA contains a list of those items to be discussed, by City Council, at this meeting.

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

### UPCOMING MEETINGS/EVENTS

<b>Monday, August 17</b>	<b>HAPPY BIRTHDAY COUNCILMEMBER MIKE CASEY!</b>
<b>Thursday, August 20</b>	Planning & Public Works Committee (5:30pm)
<b>Monday, August 24</b>	Planning Commission (7pm)
<b>Monday, September 7</b>	<b>LABOR DAY (CITY HALL CLOSED)</b>
<b>Wednesday, September 9</b>	Next City Council meeting (7pm)

### APPOINTMENT

As detailed in the enclosed MEMO, prepared by City Clerk Vickie Hass, Mayor Nation has confirmed his intent to nominate the following individual to serve as a member of the **Architectural Review Board (ARB)**:

**Doug DeLong** - 2-year term, expiring 8-17-17

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

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

As detailed in the enclosed MINUTES, prepared by Mike Geisel, Director of Public Services, the P/PW Committee met on Thursday, August 6, 2015.

The following is a list of those items discussed/acted upon, by this Committee, which are being forwarded to City Council for consideration/action at Monday's meeting:

**IIIA. Bill No. 3049 - P.Z. 04-2015 Arbors at Wilmas Farm (17508 Wild Horse Creek Road) (FIRST READING)**

**IIIB. Bill No. 3050 - P.Z. 05-2015 Arbors at Wilmas Farm (17508 Wild Horse Creek Road) (FIRST READING)**

- **Bill No. 3045 – Authorizes Grant of Easement to Monarch-Chesterfield Levee District (SECOND READING)**
- **Bill No. 3047 – Approves Amendments to Stop/Yield Control Schedules – Model Traffic Ordinance (SECOND READING)**
- **Bill No. 3048 – Approves Boundary Adjustment Plat re: Upper Kehrs Mill (SECOND READING)**
- **Bill No. 3051 – Approves Record Plat - Arbors at Kehrs Mill - Plat 1 (FIRST AND SECOND READINGS)**
- **Bill No. 3052 - Approves Record Plat - Arbors at Kehrs Mill - Plat 2 (FIRST AND SECOND READINGS)**
- **Bill No. 3053 - Approves Fire Hydrant - High Croft Elementary School (FIRST AND SECOND READINGS)**
- **Next meeting - Thursday, August 20 (5:30pm)**

As is always the case, please contact Chairperson Connie Fults, any other member of this Committee, Mike Geisel or me, PRIOR to Monday's meeting, if you have any questions.

**LEGISLATION**

**BILL NO. 3045 – AUTHORIZES THE GRANT OF A PERMANENT EASEMENT TO THE MONARCH-CHESTERFIELD LEVEE DISTRICT (SECOND READING; PLANNING/PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**

**BILL NO. 3047 – REPEALS AND REPLACES SCHEDULE VI, INTERSECTION STOPS, AND SCHEDULE VII, YIELD INTERSECTIONS, OF THE CITY OF CHESTERFIELD CODE OF ORDINANCES (SECOND READING; PLANNING/PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**

**BILL NO. 3053 – APPROVES THE INSTALLATION OF A FIRE HYDRANT AT HIGHCROFT RIDGE ELEMENTARY SCHOOL, WITHIN THE CITY OF CHESTERFIELD (FIRST AND SECOND READINGS; PLANNING/PUBLIC WORKS COMMITTEE)**

**LEGISLATION - PLANNING COMMISSION**

**BILL NO. 3048 – PROVIDES FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR LOTS 1 AND 2 OF 1600 KEHRS MILL ROAD FOR A 10.3 ACRE TRACT OF LAND ZONED “NU”, NON-URBAN DISTRICT, AND LOCATED EAST OF KEHRS MILL ROAD AND NORTH OF STRECKER ROAD (19U530446) (SECOND READING; DEPT. OF PUBLIC SERVICES RECOMMENDS APPROVAL)**

**BILL NO. 3049** – AMENDS THE ZONING ORDINANCE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN “NU” NON URBAN DISTRICT TO AN “E-1” ESTATE ONE ACRE DISTRICT FOR A 50.5279 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF WILD HORSE CREEK ROAD WEST OF ITS INTERSECTION WITH LONG ROAD AND EAST OF ITS INTERSECTION WITH ARBOR GROVE COURT. (P.Z. 04-2015 ARBORS AT WILMAS FARM {17508 WILD HORSE CREEK ROAD} 18V330035) **(FIRST READING; PLANNING COMMISSION RECOMMENDS APPROVAL)**

**BILL NO. 3050** –AMENDS THE ZONING ORDINANCE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN “E-1” ESTATE ONE ACRE DISTRICT TO A “PUD” PLANNED UNIT DEVELOPMENT FOR A 50.5279 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF WILD HORSE CREEK ROAD WEST OF ITS INTERSECTION WITH LONG ROAD AND EAST OF ITS INTERSECTION WITH ARBOR GROVE COURT. (P.Z. 05-2015 ARBORS AT WILMAS FARM {17508 WILD HORSE CREEK ROAD} 18V330035) **(FIRST READING; PLANNING COMMISSION RECOMMENDS APPROVAL)**

**BILL NO. 3051** – REPEALS CITY OF CHESTERFIELD ORDINANCE NUMBER 2848 PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT KEHRS MILL PLAT 1, A 27.055 ACRE TRACT OF LAND ZONED “PUD” PLANNED UNIT DEVELOPMENT DISTRICT LOCATED NORTH OF THE INTERSECTION OF STRECKER ROAD AND CHURCH ROAD **(FIRST AND SECOND READINGS; PLANNING COMMISSION RECOMMENDS APPROVAL)**

**BILL NO. 3052** - REPEALS CITY OF CHESTERFIELD ORDINANCE NUMBER 2849 PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT KEHRS MILL PLAT 2, A 31.093 ACRE TRACT OF LAND ZONED “PUD” PLANNED UNIT DEVELOPMENT DISTRICT LOCATED NORTH OF THE INTERSECTION OF STRECKER ROAD AND CHURCH ROAD **(FIRST AND SECOND READINGS; PLANNING COMMISSION RECOMMENDS APPROVAL)**