City of Chesterfield

# AGENDA REVIEW MEETING
# CHESTERFIELD CITY COUNCIL
## Monday, August 3, 2015
## 6:15PM

1. **Finance and Administration Committee** – Chairperson Barry Flachsbart, Ward I

   A. **Bill No. 3043** - Broadmoor Condominium Neighborhood Improvement District (NID) **(SECOND READING)**

   B. **Bill No. 3042** – Re-Adopts requirements re: Conflict of Interest **(SECOND READING)**

   C. **Recommendation**: Extension of Current Contract for **Auditing Services**

   D. **Next Meeting** – Monday, August 24 (5:30pm)

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

   A. Recommendation re: **City Hall Rental and Use Policy** Amendment **(VOICE VOTE)**

   B. Recommendation to Approve **T.S.P. 51-2015**, Verizon (724 Straub Road) **(VOICE VOTE)**

   C. Recommendation to Approve **NEW City Policy** re: Dev. Process for Ord. Amendments **(VOICE VOTE)**

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

   E. **Bill No. 3046** – Authorizes Establishment of Show Me PACE Clean Energy District **(FIRST AND SECOND READINGS)**

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

G. Recommendations re: **Veteran's Honor Park**:

1. Authorizing City Administrator to Execute **Contract** with **Powers Bowersox** re: Final Design
2. Recommending **Transfer of $155,000** from **General Fund – Fund Reserves** (Previous Set-Aside for this Purpose)

H. **Bill No. 3041** - P.Z. 03-2015 - Sachs Properties (The Grove in Chesterfield) **(SECOND READING)**

I. **Bill No. 3048** – Approves Boundary Adjustment Plat re: Upper Kehrs Mill (**FIRST AND SECOND READINGS**)

J. **Next Meeting** - Thursday, August 6, 2015 (5:30pm)

3. **Committee-of-the-Whole** – President Pro Tem Connie Fults

A. **Bill No. 3044** – Establishes rules/regulations re: City Council Committees **(SECOND READING)**

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

A. **Bid Recommendation** - Replacement of HVAC Equipment (City Hall)

5. **New Business** –Mayor Bob Nation

6. **Adjourn** –

7. **Executive Session – 620.021 (1) Closed Meeting**

A. **Confidential Communication**

**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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City of Chesterfield

# AGENDA
## CHESTERFIELD CITY COUNCIL MEETING
**Chesterfield City Hall**
**690 Chesterfield Parkway West**
**Monday, August 3, 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** – July 20, 2015

**VI. INTRODUCTORY REMARKS** – Mayor Bob Nation

A. **Next City Council Meeting** - Monday, August 17

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

## VIII. APPOINTMENT/REAPPOINTMENTS – Mayor Bob Nation

**A. Appointment/Re-appointments –**

1. Planning Commission
2. Architectural Review Board
3. Police Personnel Board

## IX. COUNCIL COMMITTEE REPORTS

**A. Finance and Administration Committee** – Chairperson Barry Flachsbart, Ward I

1. **Bill No. 3043** – Broadmoor Condominium Neighborhood Improvement District (NID) **(SECOND READING)**
2. **Bill No. 3042 –** Re-Adopts requirements re: Conflict of Interest **(SECOND READING)**
3. **Recommendation** – Extension of Current Contract for **Auditing Services**
4. **Next Meeting** – Monday, August 24 (5:30pm)

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

1. Recommendation re: **City Hall Rental and Use Policy** Amendment **(VOICE VOTE)**
2. Recommendation to Approve **T.S.P. 51-2015**, Verizon (724 Straub Road) **(VOICE VOTE)**
3. Recommendation to Approve **NEW City Policy** re: Dev. Process for Ord. Amendments **(VOICE VOTE)**
4. **Bill No. 3045** – Authorizes Grant of Easement to Monarch-Chesterfield Levee District **(FIRST READING)**
5. **Bill No. 3046** – Authorizes Establishment of Show Me PACE Clean Energy District **(FIRST AND SECOND READINGS)**
6. **Bill No. 3047** – Approves Amendments to Stop/Yield Control Schedules – Model Traffic Ordinance **(FIRST READING)**
7. Recommendations re: **Veteran's Honor Park**:

   A. Authorizing City Administrator to Execute **Contract** with **Powers Bowersox** re: Final Design

B. Recommending **Transfer of $155,000** from **General Fund – Fund Reserves** (Previous Set-Aside for this Purpose)

8. **Bill No. 3041** - P.Z. 03-2015 - Sachs Properties (The Grove in Chesterfield) **(SECOND READING)**

9. **Bill No. 3048** – Approves Boundary Adjustment Plat re: Upper Kehrs Mill (**FIRST AND SECOND READINGS**)

10. **Next Meeting** - Thursday, August 6, 2015 (5:30pm)

C. **Committee-of-the-Whole** – President Pro Tem Connie Fults

1. **Bill No. 3044** – Establishes rules/regulations re: City Council Committees **(SECOND READING)**

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

A. **Bid Recommendation -** Replacement of HVAC Equipment (City Hall)

B.

## XI. OLD BUSINESS – Mayor Bob Nation

## XII. NEW BUSINESS – Mayor Bob Nation

## XIII. LEGISLATION

A. **BILL NO. 3043** - ESTABLISHES THE BROADMOOR CONDOMINIUMS NEIGHBORHOOD IMPROVEMENT DISTRICT **(SECOND READING - FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

B. **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)**

C. **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)**

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

E. **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**)

F. **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**)

## XIV. LEGISLATION – PLANNING COMMISSION

A. **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 CHESTERIFIELD - 19S431691 AND 19S430579) (**SECOND READING - PLANNING COMMISSION RECOMMENDS APPROVAL**)

B. **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 AND SECOND READINGS; DEPT. OF PUBLIC SERVICES RECOMMENDS APPROVAL**)

## XV. ADJOURNMENT

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

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**AGENDA REVIEW – Monday, August 3 – 6:15PM**

Please note that an AGENDA REVIEW meeting has been scheduled for **6:15pm**, on Monday, August 3, 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.

City of Chesterfield

# RECORD OF PROCEEDING

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

**JULY 20, 2015**

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

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

A roll call was taken with the following results:

| PRESENT | ABSENT |
|---|---|
| Mayor Bob Nation | |
| Councilmember Barry Flachsbart | |
| Councilmember Nancy Greenwood | |
| Councilmember Bridget Nations | |
| Councilmember G. Elliot Grissom | |
| Councilmember Mike Casey | |
| Councilmember Dan Hurt | |
| Councilmember Bruce DeGroot | |
| Councilmember Connie Fults | |

## APPROVAL OF MINUTES

The minutes of the June 15, 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.

The minutes of the July 7, 2015 Committee of the Whole Meeting were submitted for approval. Councilmember Greenwood made a motion, seconded by Councilmember Nations, to approve the Committee of the whole 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 3, at 7 p.m.

## COMMUNICATIONS AND PETITIONS

Ms. Darcy Capstick, Chairperson of the Citizens Committee for the Environment (CCE), along with various other members of CCE, recognized the Long family of Chesterfield for a Green Team designation for their contributions and assistance with CCE efforts.

Ms. Allison Harris, 36 Shady Valley Drive, spoke on behalf of the River Valley Drive Task Force and the neighborhoods of River Bend, and gave a brief update on the status of the River Valley Drive closure project.

Ms. Susan Weitzel, 14975 Green Circle Drive, spoke in favor of the Broadmoor Condominium Neighborhood Improvement District (NID).

Ms. Mary Brown, 62 Chesterfield Lakes Road, gave a brief update on Art Unleashed (formerly known as Chesterfield Arts). She also thanked the City for their co-sponsorship of a successful joint venture to benefit the City's public arts program and Art Unleashed.

Mr. Bill Remis, 16090 Swingley Ridge Road, stated he was available to answer questions related to Bill No. 3041 (P.Z. 03-2015 – Sachs Properties [The Grove in Chesterfield]).

## APPOINTMENTS

Mayor Nation nominated Mr. Guy Tilman, 15274 Brightfield Manor Drive (Ward II), to serve as a member of the Planning Commission. He noted that, per City Council policy, Mr. Tilman was interviewed by the P/PW Committee of City Council and that committee, along with the Ward 2 Councilmembers, had unanimously endorsed his appointment. Councilmember Grissom made a motion, seconded by Councilmember Nations, to approve this appointment. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Mr. Tilman's initial term will expire June 3, 2019.

Mayor Nation nominated Ms. Melissa Heberle, 248 Brixham Drive (Ward I), for re-appointment to the Board of Adjustment. Councilmember Flachsbart made a motion, seconded by Councilmember Greenwood, to approve this re-appointment. A voice vote

was taken with a unanimous affirmative result and the motion was declared passed. Ms. Heberle's new five-year term will expire June 1, 2020.

Mayor Nation nominated Mr. Leon Kravetz, 14080 Cross Trails Drive (Ward I), for re-appointment to the Board of Adjustment. Councilmember Greenwood 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. Kravetz's new five-year term will expire June 1, 2020.

Mayor Nation nominated Ms. Debbie Midgley, 1456 Timberlake Manor Parkway (Ward III), for re-appointment to the Planning Commission. Councilmember Casey made a motion, seconded by Councilmember Hurt, to approve this re-appointment. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Ms. Midgley's new four-year term will expire June 3, 2019.

Mayor Nation nominated Mr. Steven Wuennenberg, 1571 Foxham Drive (Ward III), for re-appointment to the Planning Commission. Councilmember Hurt made a motion, seconded by Councilmember Casey, to approve this re-appointment. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Mr. Wuennenberg's new four-year term will expire June 3, 2019.

## 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 read for the first time under the "Legislation" portion of the agenda.

Councilmember Flachsbart made a motion, seconded by Councilmember Greenwood, to withdraw Resolution No. 414 (Amendment to Vacation Policy re: Employees with 25+ Years of Service) from the agenda. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Flachsbart reported that Bill No. 3040 (Proposed increase to Mayor's Compensation) will be read for the first time under the "Legislation" portion of the agenda.

Councilmember Flachsbart reported that Bill No. 3042 (Re-Adopts requirements re: Conflict of Interest) will be read for the first time under the "Legislation" portion of the agenda.

Councilmember Flachsbart announced that the next meeting of this Committee has been scheduled for Monday, July 27, 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 Recommendation re: Chesterfield Commons Six, Lot 7B (Courtyard by Marriott) Amended Site Development Section Plan. A voice vote was taken with an affirmative result (Councilmember Greenwood voted "No") and the motion was declared passed.

Councilmember Fults made a motion, seconded by Councilmember Casey, to approve the Recommendation re: T.S.P. 50-2015 – Sprint (16090 Swingley Ridge Road). 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 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, July 23, 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 read for the first time under the "Legislation" portion of the agenda.

## REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Herring reported that Weber's Front Row, located at 101 Chesterfield Towne Center, has requested a new liquor license, to sell all kinds of liquor by the drink and Sunday sales. Mr. Herring reported that, per City policy, this application has been reviewed and is now recommended for approval by both the Planning/Public Services Division and Police Department. Councilmember Casey made a motion, seconded by Councilmember Grissom, to approve issuance of a new liquor license to Weber's Front Row. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mr. Herring reported that Sushi Ai, located at 414 THF Blvd., has requested a new liquor license, to sell all kinds of liquor by the drink and Sunday sales. Mr. Herring reported that, per City policy, this application has been reviewed and is now recommended for approval by both the Planning/Public Services Division and Police Department. Councilmember Casey made a motion, seconded by Councilmember Grissom, to approve issuance of a new liquor license to Sushi Ai. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mr. Herring reported that the City coordinates the process by which salt is purchased/delivered to all members of the St. Louis Metro Branch APWA Salt Cooperative, which includes 51 cities and 6 school districts. Based upon review of information provided by Public Works Director/City Engineer Jim Eckrich, Mr. Herring joined with him in recommending that City Council accept the low bids submitted by Compass Materials (salt - $49.23/ton) and Beelman Logistics, LLC. (unloading/delivery - $8.62/ton). Councilmember Greenwood made a motion, seconded by Councilmember Nations, to award a contract to Compass Materials/Beelman Logistics, LLC, at a total price of $57.85/ton. A voice vote was taken with an affirmative result (Councilmember Flachsbart abstained) and the motion was declared passed.

Mr. Herring reported that Staff is recommending approval of a contract to Kuesel Excavating Company to repair a portion of the Riparian Trail that is experiencing significant channel erosion and bank incising which are threatening area utilities, the creek bank, and the Riparian Trail itself. 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 Kuesel Excavating Company in an amount not to exceed $765,000. In addition, Mr. Eckrich's /Staff's recommendation also includes payment of $31,285 to the Stream Stewardship Trust Fund, as required by the Corps of Engineers, as well as authorization for Staff to enter into an agreement with Intuition and Logic, totaling $25,150, for "testing, observation and inspection services". Intuition and Logic designed and prepared the bid specifications for this project. The total cost of $821,435, is well below the $1 million contained within the FY2015 Capital Improvement Sales Tax budget and involves no grant funding from any source. Councilmember Flachsbart made a motion, seconded by Councilmember Greenwood, to award a contract to Kuesel Excavating Company in an amount not to exceed $765,000 in addition to the two additional amounts for a total not to exceed $821,435. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mr. Herring asked for approval of Resolution No. 415, which re-appoints City Clerk Vickie Hass to a four-year term, effective August 11, 2015. Councilmember Flachsbart made a motion, seconded by Councilmember Greenwood, to adopt Resolution No. 415. 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 **(FIRST READING - FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Flachsbart made a motion, seconded by Councilmember Hurt, for the first 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 first time.

BILL NO. 3040 REPEALS ORDINANCE NUMBER 350, IN PART, AND SUBSTITUTING A NEW ORDINANCE ESTABLISHING MAXIMUM COMPENSATION FOR THE MAYOR AND THE EFFECTIVE DATES THEREOF **(FIRST READING – FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Flachsbart made a motion, seconded by Councilmember DeGroot, for the first reading of Bill No. 3040. A roll call vote was taken with the following results: Ayes – Flachsbart and DeGroot. Nays – Casey, Nations, Greenwood, Grissom, Fults and Hurt. Whereupon Mayor Nation declared the first reading of Bill No. 3040 failed.

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

Councilmember Flachsbart made a motion, seconded by Councilmember Greenwood, for the first 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 first time.

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 **(FIRST READING – COMMITTEE-OF-THE-WHOLE RECOMMENDS APPROVAL)**

Councilmember Fults made a motion, seconded by Councilmember DeGroot, for the first 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 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 CHESTERIFIELD - 19S431691 AND 19S430579) **(FIRST READING - PLANNING COMMISSION RECOMMENDS APPROVAL)**

Councilmember Fults made a motion, seconded by Councilmember DeGroot, for the first 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 first time.

Councilmember Flachsbart made a motion, seconded by Councilmember Nations, to amend Bill No. 3041 by adding subparagraph 2e of section 1, subsection A (Permitted Uses) to Attachment A. A roll call vote was taken with the following results: Ayes – Hurt, Flachsbart and Greenwood. Nays – DeGroot, Casey, Fults, Grissom and Nations. Whereupon Mayor Nation declared the amendment failed.

## ADJOURNMENT

Mayor Nation recognized Scouts in attendance and invited them to stay after the meeting, to ask any questions they may have.

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:54 p.m.

Mayor Bob Nation

ATTEST:

Vickie J. Hass, City Clerk

**UPCOMING MEETINGS/EVENTS**

| | |
|---|---|
| **Thursday, August 6** | Planning & Public Works Committee (5:30pm) |
| **Monday, August 10** | Planning Commission (7pm) |
| **Monday, August 17** | **HAPPY BIRTHDAY COUNCILMEMBER MIKE CASEY!** |
| **Monday, August 17** | Next City Council meeting (7pm) |

## APPOINTMENTS

At Monday's meeting, Mayor Nation has indicated that, with the support of Ward I Councilmembers, Barry Flachsbart and Nancy Greenwood, he will **nominate Ms. Allison Harris**, Ward I, to fill the unexpired term of Ms. Fay Heidtbrink. If approved by City Council, **Ms. Harris' term would then expire June 2, 2018**. As noted below, Ms. Harris was interviewed by the P/PW Committee, as required by City Council POLICY and the Committee has officially endorsed her appointment to the Planning Commission.

As always, if you have any questions, please contact Mayor Nation or the Ward I Councilmembers, PRIOR to Monday's meeting.

## APPOINTMENT/RE-APPOINTMENTS

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 8-3-17

Mayor Nation has also confirmed his intent to nominate the following individuals for **re-appointment** to the **Police Personnel Board**:

**Kenneth Voigt** - 3-year term, expiring 8-15-18

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

City of Chesterfield

# MEMORANDUM

**DATE:** **July 22, 2015**

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

**FROM:** **Vickie Hass, City Clerk**

**SUBJECT:** **Appointment to Architectural Review Board**
**Re-Appointment to Police Personnel Board**

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Mayor Nation intends to nominate the following individuals for appointment/ re-appointment at the August 3, 2015 City Council meeting:

**Architectural Review Board**
**(appointment)**

Doug DeLong
DeLong Landscape Architecture, LLC
7620 West Bruno Avenue
St. Louis, MO 63117
New two-year term expires **8/3/17**

MGH
7/24/15

**Police Personnel Board**
**(re-appointment)**

Kenneth Voigt
16778 Benton Taylor Drive
Chesterfield, MO 63005
New three-year term expires **8/15/18**

These appointments/re-appointments have the support of the applicable ward Councilmembers. Please list these appointments/re-appointments on the August 3 City Council agenda.

**RECOMMENDATIONS – FINANCE/ADMINISTRATION COMMITTEE (F&A)**

As detailed in the enclosed MINUTES, the F&A Committee met on Monday, July 27, 2015.

The following is a list of an item, discussed/recommended by this Committee, which is being forwarded to City Council for consideration/action, at Monday's meeting;

3. Recommendation: Extension of Current Contract for **Auditing Services**

---- **Bill No. 3043** – Broadmoor Condominium Neighborhood Improvement District (NID) **(SECOND READING)**

---- **Bill No. 3042** – Re-Adopts requirements re: Conflict of Interest **(SECOND READING)**

---- **Next meeting** – Monday, August 24, 2015

As always, please contact Chairperson Barry Flachsbart, any other member of this Committee or me, PRIOR to Monday's meeting, if you have any questions.

# MEMORANDUM

**TO:** Members – F&A Committee

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

**DATE:** July 29, 2015

**SUBJECT:** Minutes – 7-27-15

The Finance and Administration Committee met on July 27, 2015. Those in attendance included: Chairperson Barry Flachsbart, Ward I; Council Committee Member Elliot Grissom, Ward II; Council Committee Member Dan Hurt, Ward III; Council Committee Member Bruce DeGroot, Ward IV; Mayor Bob Nation; City Administrator Mike Herring; Finance Director Craig White; Director of Planning and Public Works Mike Geisel; and Interim City Attorney Harry O'Rourke. Those also in attendance included: Councilmember Bridget Nations, Ward II; Councilmember Mike Casey, Ward III; Councilmember Connie Fults, Ward IV; Chief of Police Ray Johnson; Management Analyst, James Mello Jr and a member of the public.

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

* To be discussed at the 8/3 city council mtg.

Councilmember Hurt left the room.

**1. <u>Proposed 2016 Meeting Schedule</u>**

Mr. Herring explained the process that is used each year for scheduling meetings, in that City Staff takes into account various federal and religious holidays and plans a meeting schedule accordingly, to reduce conflicts. He also noted that this Committee had been authorized to review/approve this proposed meeting schedule, on behalf of City Council.

Councilmember DeGroot motioned to approve schedule as presented by staff. Councilmember Grissom seconded the motion. A voice vote was taken and the motion was passed 3-0, with Councilmember Hurt being absent during the vote.

Councilmember Hurt returned to the room.

* **2. <u>Recommendation for Auditing Services</u>**

Finance Director, Mr. Craig White, explained that Staff has been pleased with the services provided by Daniel Jones & Associates and he recommended that Council extend the current contract for three additional years, at the current annual price of $21,580.

Councilmember DeGroot motioned to approve the extension of the current contract for audit services. Councilmember Grissom seconded the motion. A voice vote was taken, with a unanimous result, and the motion was approved.

## 3. Approval of the Minutes from June 17, 2015

Councilmember Hurt motioned to amend item #9 of the minutes to reflect that he had requested a listing of individual employee salaries with names removed and the annual increases for the years 2013 and 2014. Councilmember Flachsbart seconded the motion. A voice vote was taken, with a unanimous result, and the motion was approved.

Councilmember Flachsbart requested that, in the future, Mr. Herring distribute copies of the F&A Committee meeting MINUTES, as soon as they have been put into final form, rather than waiting to distribute same with the AGENDA/PACKET for the next meeting.

Councilmember DeGroot motioned to approve the June 17, 2015 minutes, as amended. Councilmember Flachsbart seconded the motion. A voice vote was taken, with a unanimous result, and the motion was approved.

## 4. Continued Discussion: Annual Merit Increases

Director of Public Works, Mike Geisel, explained that Finance Director, Craig White had compiled all of the data regarding employee compensation history. He then noted that City Administrator Michael Herring, Chief of Police Ray Johnson, Finance Director Craig White and he had collaborated to review and interpret the data, as requested by the Finance and Administration Committee. Mr. Geisel further explained that for presentation purposes, Staff had segregated the empirical data, collected by Mr. White, from the subjective, professional opinion as developed by Staff. Mr. Geisel commented that thru a comprehensive review of the data, specific data-driven results became apparent and, just as importantly, predictable.

Mr. White first addressed a question brought up by the F&A Committee at the previous meeting. The Committee had questions about the correlation in the year-over-year percentage change in budgeted full time positions, budgeted salary expenditures, and actual salary expenditures. Mr. White explained that Staff had previously expressed that this was the result of the duration in which budgeted positions were vacant in one year compared to the next. Staff had been able to determine the number of full time equivalents based on actual compensated hours which showed that during the 2010-2014 time period budgeted positions and full time equivalents varied from 2 – 8 positions. Assuming an average salary of $50,000, this translates to a range of $100,000 - $400,000 during that time period which caused the slight difference in the year-over year change in the budgeted and actual metrics noted above.

The Committee expressed that they had no further questions about these variances and Mr. White proceeded to discuss the information prepared detailing the salary expense, hours worked, full time equivalents, and year-over-year change in salary expenditures for each of the City's budgeted positions. Councilmember Hurt expressed that he had desired a similar report showing each employee rather than position. Mr. White expressed that this information would be provided and that its omission was simply due to Staff's opinion that the information, BY POSITION, was more useful.

Throughout the presentation, Mr. White answered questions from the Committee about the data and how it was compiled. This included a brief description of the reconciliations included in the documentation and how they tie to internal payroll and general ledger reports. He clarified that the data excluded overtime pay and hours. He concluded his comments by pointing out that the increase in average employee salaries was actually LOWER than the increase in CPI, from 2010-2014.

Mr. Geisel summarized the recommendation as provided in his memo, as follows:

- The City has an established a set of job titles, each with a well-defined written job description and an associated pay range based on the market value of that specific job.
- During 2014, the Finance and Administration Committee was provided detailed information regarding the relative market position of the City's jobs. The result of the 2014 analysis for the Finance and Administration Committee reflected that the Employees compensation was consistent with the City's policy on market position. Councilmember Flachsbart asked if that policy ensured that employee compensation would be in the top five relative to comparable municipalities. Mr. Geisel reminded the Committee that in many cases, the comparable labor markets were not actually municipalities, but other private labor markets. In fact, there are multiple job classifications within the City of Chesterfield that simply do not have direct municipal market labor comparable positions. The Committee affirmed this distinction.
- The City's entire compensation scale is adjusted annually by the CPI, without a corresponding cost-of-living increase for employees.
- The purpose in adjusting the entire scale is to ensure that the City maintains its competitive market position overall for future recruitment, while not adjusting current employee salaries.
- Mr. Geisel suggested that this annual adjustment has proven to be a wise employer strategy and has also proven to reliably maintain the City's market position, as evidenced by the market analysis completed in 2014. The City has kept pace with the labor market, while avoiding rampant individual job re-classifications and equity comparisons. Mr. Geisel stated that the City's decision and strategy to index the overall compensation plan with the CPI on an annual basis has been effective. At the same time, this indexing has not increased the broader employee compensation and no cost-of-living increases are provided for in the City's compensation strategy.

Mr. Geisel stated, in Staff's opinion, the CPI is an appropriate index for regular adjustments to the overall compensation plan. It is necessary for the City of Chesterfield to retain its competitive position for recruitment of employees on an on-going basis. By

globally adjusting the compensation plan annually, without providing cost-of-living increases for individual employees, the City is able to maintain market wage scales without continuous market and internal analyses, which can be time consuming, increase costs and cause internal conflict. This process has proven to be effective and has resulted in maintaining our relative position since its implementation in 2003, as reported and affirmed by the market comparisons for the F&A Committee during 2014. The 2003 recommendation to implement this process specifically cited both the need to remain competitive and the desire to avoid continuous market analysis for individual job categories.

Mr. Geisel explained that Staff's review of the historical CPI makes it equally clear that the annual CPI should NOT be used for a formulaic basis to determine annual compensation increases.

Mr. Geisel referenced the June 2015 Bureau of Labor Standards report that stated "..... Businesses should be cautious in drawing conclusions about long-term retail price trends from short-term changes in the regional indexes."

- The CPI is an economic indicator that is wildly volatile in the short term. In the modern economy, the rate of CPI change has varied between 13.58% and -.34%. Any formulaic application that relies on the CPI would wreak havoc on annual budget preparation, creating wide swings in successive budget allocations.
- The CPI is a lagging index, representing compiled data from the prior 12 month period. If used for annual compensation increases, it could negatively impact employee recruitment during economic expansion and could equally result in unnecessary increases in costs.
- The response is at least 18 months and as much as 30 months delayed from actual economic conditions. The City's compensation scheme could be retracting as the economy is expanding, or the City's compensation could be expanding when the economy is contracting.
- Use of the CPI over longer time periods is appropriate for budgeting Compensation increases.
- Without regard to how the City previously arrived at 3%, it appears to mirror the long term, modern average CPI.
- Budgeting 3% annually for compensation increases actually corresponds to the modern CPI average.
- Avoids the wild short term fluctuations, while constraining labor costs.
- City's labor costs have actually risen slightly less than the cost of living during the analysis period.
- 3% annual appropriation for compensation increases is justified and rationally based.

Based upon the historical CPI performance, coupled with the City's empirical labor expense performance, staff recommended that the current practice of annually updating

the Compensation Plan by the prior year's CPI, as well as budgeting 3% annually for merit increases should be continued. This practice has effectively maintained the City's labor market position while restraining labor expenses.

Mr. Geisel then restated Staff's recommendation, based upon the historical CPI performance, coupled with the City's empirical labor expense performance, the City of Chesterfield should continue its current practice of:

- Annually updating the Compensation Plan by the prior year's CPI, and
- Budgeting 3% annually for merit increases should be continued. (REVIEW HISTORIC TRENDS OF THE CPI IN NOT LESS THAN 5 YEAR CYCLES)

This practice has effectively maintained the City's labor market position while restraining labor expenses. As affirmed by Mr. White, the City's labor expenses have actually been LOWER than the CPI, in the last five years.

Councilmember Hurt clarified that employees that reach the maximum of their pay range can only receive merit increases up to the annual CPI adjustment of their pay range. Mr. Herring confirmed that observation.

Councilmember Hurt clarified that he was not interested in managing or influencing how individual employees were awarded merit raises, only that he believes that the pool of funds available for raises each year should be set more objectively based on current market conditions rather than the current arbitrary, though reasonable, manner.

Councilmember Flachsbart clarified that there were two mechanisms at work to ensure that the current system of pay adjustments remained at reasonable and competitive levels. First, there was the compensation system established by a consultant recommendation some years ago. The second mechanism was periodically verifying that, per Council direction, Chesterfield is generally compensating its employees in the top 5 of comparable positions in the general market.

A general discussion ensued regarding the advantages, disadvantages, and reasonableness of tying merit raises directly to CPI – with or without some modification and over what timeframe was reasonable to track.

Councilmember Grissom noted that 74% of employees were currently earning below the midpoint of their pay range and that tying merit raises directly to CPI, and increasing the pay range by CPI as well, would lead to employees remaining "frozen" at their current levels within the pay range. With midpoints representing the market value of a given position, this would imply that 74% of staff would be stuck earning less than market value for their position.

Mr. Geisel noted that the pay plan is also self-limiting based on the CPI, as long term employees will eventually reach the cap for their respective pay range and no longer be

eligible for merit raises. The only increase in pay for that pay range would be the annual CPI adjustment, if any.

Councilmember Flachsbart asked for confirmation that the City's current policy is to leave the pay ranges unadjusted during years with a negative CPI, rather than adjusting employee pay ranges down. Mr. Herring affirmed that this is the current City policy.

Councilmember Flachsbart suggested that, rather than creating a complex formula, the Finance & Administration Committee review the situation annually, starting in June, based on the 10 year CPI change and the previous year CPI change.

Councilmember Flachsbart confirmed that the Committee was in agreement that all pay ranges be adjusted annually, as is current policy, by CPI. He requested that the Committee members give thought to this issue and that Staff do the same, with an eye toward bringing a final recommendation to the next meeting of this Committee.

Mayor Nation requested that Staff present the impact of basing merit raises on an employee's actual pay, rather than the pay range midpoint.

**5. Adjournment**

The next meeting of the Finance & Administration Committee is scheduled for August 24, 2015 at 5:30 PM.

There being no additional business to discuss, the meeting was adjourned at 7:20 PM.

MEMORANDUM

DATE: July 9, 2015

TO: Michael G. Herring, City Administrator

FROM: Craig D. White, Finance Director CDW

SUBJECT: Recommendation – Audit Renewal: Fiscal Years 2015, 2016 and 2017

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During 2012, the City issued an RFP for auditing services for the years 2012 – 2014. The City received several responses from firms that could offer Chesterfield a high quality audit based on their technical qualifications. After the City completed an analysis of the bids, Daniel Jones & Associates was selected because they offered the lowest price. In fact, their price of $21,580 was approximately $8,000 less than the next closest bidder.

Prior to selecting Daniel Jones & Associates the City met with Mr. Al Kirchhofer, Jr., one of the principals with the firm. We specifically asked how they were able to submit a lower bid than their competitors. He stated it was a combination of several factors: 1) Their hourly billing rate is lower, which we verified by comparing all bidders' fee schedules; and, 2) Most of their clients have fiscal years that end in either June and September, so they have greater availability for December year-ends, which merits a discount.

As you know, I was in public accounting for a number of years. Sometimes firms will offer lower rates to obtain the prestige of performing the audits of certain well known and respected entities. The City of Chesterfield meets that criteria and was likely a factor in their pricing.

Daniel Jones & Associates recently completed their third year of the three year contract. The audit went very well and, I am pleased to say, resulted in an unmodified (clean) opinion with no findings or management letter comments. Their team was very knowledgeable, professional and responsive.

**I recommend extending Daniel Jones & Associates contract for an additional three years at the current annual price - $21,580.** This will allow us to retain a quality auditor that knows the City at a very favorable price. The total six year duration of this audit relationship would be comparable to the audit contracts that most other City's enter into. Following the completion of the 2017 audit the City will issue a RFP for audit services and select a new firm.

Please let me know if you have any questions.

MGH
7/9/15

## 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, July 23, 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:

I. Nominee to **Planning Commission (See "APPOINTMENTS" paragraph)**

IIIA. Recommendation re: **City Hall Rental and Use Policy** Amendment (**VOICE VOTE**)

IVA. Recommendation to Approve **T.S.P. 51-2015**, Verizon (724 Straub Road) (**VOICE VOTE**)

IVB. Recommendation to Approve **NEW City Policy** re: Dev. Process for Ord. Amendments (**VOICE VOTE**)

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

IVE. **Bill No. 3046** – Authorizes Establishment of **Show Me PACE Clean Energy District (FIRST AND SECOND READINGS)**

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

IVG. Recommendations re: **Veteran's Honor Park**:

**A.** Authorizing City Administrator to Execute **Contract** with **Powers Bowersox** re: Final Design

**B.** Recommending **Transfer of $155,000** from **General Fund – Fund Reserves** (Previous Set-Aside for this Purpose)

---- **Bill No. 3041** - P.Z. 03-2015 - Sachs Properties (The Grove in Chesterfield) (**SECOND READING**)

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

---- **Next Meeting** - Thursday, August 6, 2015 (5:30pm)

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

✓MGH 7/28/15

# MEMORANDUM

TO: Michael G. Herring, City Administrator

FROM: Mike Geisel, Director of Public Services

SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, July 23, 2015

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A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, July 23, 2015 in Conference Room 101.

In attendance were: **Councilmember Nancy Greenwood** (Ward I), **Councilmember Bridget Nations** (Ward II) and **Councilmember Dan Hurt** (Ward III).

Also in attendance were: Councilmember Bruce DeGroot (Ward IV); Harry O'Rourke, Interim City Attorney; Planning Commission Chair Stanley Proctor; Libbey Tucker, Community Services/Economic Development Director; Mike Geisel, Director of Public Services; Jim Eckrich, Public Works Director/City Engineer; Aimee Nassif, Planning & Development Services Director; John Boyer, Senior Planner; and Kathy Juergens, Recording Secretary.

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

Due to Chair Fults' absence, Vice-Chair Hurt presided over the meeting.

★ TO BE DISCUSSED AT MONDAY'S MTG

## ★ I. INTERVIEW – NOMINEE FOR PLANNING COMMISSION

Allison Harris introduced herself and stated she lives in Ward I in the River Bend Estates subdivision and has been a resident of Chesterfield for about 12 years. She is a trustee of River Bend Estates and has been very involved in the River Valley Drive task force. She attended the University of North Carolina and has a degree in psychology. She was previously a sales representative and has just accepted a new job as a financial representative.

Vice-Chair Hurt inquired as to what prompted her to offer her services and asked her what she knew about the planning and zoning process. Ms. Harris stated, as a subdivision trustee, she has learned a lot about planning and is eager to learn more about the process. Chesterfield is a growing City with a lot of opportunity for new development. She believes all citizens need to be concerned about how new developments will impact the community. She has served on the Parks and Recreation Committee for about a year and stated she will resign from that Committee in order to serve on the Planning Commission.

Councilmember Greenwood asked Ms. Harris what she liked best about Chesterfield and what she felt the City has done wrong. Ms. Harris stated she thinks Chesterfield is a great place to raise children; it is close to a lot of activities and is in close proximity to downtown St. Louis. She is from San Francisco and understands the impact of big city living and chose to live in Chesterfield away from the big city. She feels Chesterfield has a lot to offer and seems to be absorbing a lot of activities from St. Louis where groups are looking for other venues. She stated she wished Chesterfield had a more a "central downtown" feel, but because it is a relatively new city, she understands that it is not possible. She suggested that possibly more

could be done around the amphitheater to make it more of a "central Chesterfield." Vice-Chair Hurt advised Ms. Harris the City already has a plan in place for that.

In response to Vice-Chair Hurt's question, Ms. Harris stated Councilmember Flachsbart recommended her for the position and in response to Councilmember Greenwood's question, she stated she has attended a few Planning Commission meetings here and several in Maryland Heights because of their proposed development.

**Councilmember Greenwood made a motion to forward to City Council, with a recommendation to approve, the nomination of Allison Harris as representative of Ward 1 on the Planning Commission.** The motion was seconded by Councilmember Nations and **passed by a voice vote of 3-0.**

Ms. Aimee Nassif, Planning and Development Services Director, informed Ms. Harris that the next City Council meeting would be August 3, however, Ms. Harris stated she would be unable to attend as she would be out of town.

## II. APPROVAL OF MEETING SUMMARY

### A. Approval of the June 18, 2015 Committee Meeting Summary

**Councilmember Greenwood made a motion to approve the Meeting Summary of June 18, 2015.** The motion was seconded by Councilmember Nations and **passed by a voice vote of 3-0.**

## III. OLD BUSINESS

### A. City Hall Rental and Use Policy

**STAFF REPORT**

Mr. Jim Eckrich, Public Works Director/City Engineer, stated the Committee had previously reviewed this policy and at the request of the Committee, Staff has made some further minor revisions which are summarized below.

- Refining the definition of a *community group*. These groups, along with Political Groups, will continue to receive free use of rooms at City Hall during the week.
- Clarifying that a charge will be incurred for Saturday use with the exception of ceremonial meetings of Boy/Girl Scouts and whole subdivision meetings.
- Modifying the Policy so that the rooms at City Hall are *only* rented to Political Groups, Community Groups, Residents and Chesterfield Businesses *as previously directed by the Planning and Public Works Committee.*
- Slightly increasing rental fees and changing to *per hour* pricing maintaining a two-hour minimum.

**DISCUSSION**

Vice-Chair Hurt stated he remembered previous discussions which involved questions regarding non-residents and non-Chesterfield businesses renting the facilities. However, he did not recall asking that they be ruled out, but rather that they be charged to rent the facilities. Mr. Mike Geisel, Director of Public Services, stated it was Staff's understanding that the Committee wanted to preclude for-profit, non-Chesterfield businesses. However, for-profit Chesterfield

businesses or Chesterfield residents could rent the premises. The other Committee members confirmed that it was the Committee's direction to preclude for-profit, non-Chesterfield businesses.

Councilmember Greenwood expressed her ongoing concern to renting the facilities to for-profit Chesterfield businesses that are selling a product. Mr. Eckrich pointed out there is a restriction on events that charge admission and the City facilities are not available for sales or promotional events of any product or service, private parties or receptions. To clarify, Mr. Geisel stated that if a for-profit business wanted to have a business event or employee event, they could use the facility but could not use it as a sales event.

**Councilmember Greenwood made a motion to forward Public Works Policy Statement Number 44 to City Council with a recommendation to approve.** The motion was seconded by Councilmember Nations and **passed by a voice vote of 3-0.**

**Note: This is a City Policy which requires a voice vote at the August 3, 2015 City Council Meeting.**

**[Please see the attached report prepared by Jim Eckrich, Public Works Director/City Engineer, for additional information on the revised City Hall Rental and Use Policy.]**

## IV. NEW BUSINESS

**A. T.S.P. 51-2015 Verizon (724 Straub Rd):** A request to obtain approval for a Telecommunications Siting Permit to accommodate three (3) new antennas and additional related equipment for an existing monopole telecommunication site within the "NU" Non-Urban District located at the terminus of a Private Drive, approximately 600 feet west of Straub Road.

**STAFF REPORT**

Mr. John Boyer, Senior Planner, presented the request for three new antennas and additional related equipment for an existing monopole telecommunication site. The site is located in between Baxter Road and Clayton Road. Access to the site is via a private road that runs along the west side of the Parkway School District property. The antennas will be placed on a replacement antenna array which will be smaller than the existing array. There are currently nine antennas on the existing array. With the addition of the three new antennas, twelve antennas will be located on a smaller array that is being used on most cellular towers.

**DISCUSSION**

Vice-Chair Hurt stated telephone lines and telecommunication poles such as this are considered visual pollution. Even though they are increasing the number of antennas, they will be reducing the overall configuration which will result in a smaller physical appearance. Mr. Boyer concurred.

**Vice-Chair Hurt made a motion to forward T.S.P. 51-2015 Verizon (724 Straub Rd) to City Council with a recommendation to approve.** The motion was seconded by Councilmember Greenwood and **passed by a voice vote of 3-0.**

**Note: This is a Telecommunications Siting Permit which requires a voice vote at the August 3, 2015 City Council Meeting.**

**[Please see the attached report prepared by Aimee Nassif, Planning and Development Services Director, for additional information on T.S. P. 51-2015 Verizon (724 Straub Rd).]**

B. **Schoettler Grove–Fence Modification Request:** Reconsideration for fence material for a 17.0 acre tract of land zoned "PUD" Planned Unit Development located northwest of the intersection of Clayton Road and Schoettler Road and known as Schoettler Grove.

**STAFF REPORT**

Mr. John Boyer, Senior Planner, stated that during the Site Development Plan review for Schoettler Grove, there was discussion about the proposed material used for the emergency fence. A motion was specifically made by this Committee that it be black anodized aluminum while allowing for exceptions to any structural member of the fence that may need to be made of steel for strength purposes due to concern of the span of the fence. The motion was approved by this Committee and carried out by City Council. The Developer stated they have not been able to locate a manufacturer of a product that is black anodized aluminum. Therefore, they are requesting an amendment to allow an all-aluminum product mimicking the same style and appearance as to what was approved.

**DISCUSSION**

Vice-Chair Hurt stated anodized aluminum is a process that is frequently used and there may be some confusion as to whether products are actually anodized. The Committee was trying to achieve a similar look to the fencing used around City Hall, the pool, and the cemetery located near Chesterfield Mall, which are all comprised of aluminum with a coating commonly referred to as black powder-coated. Vice-Chair Hurt stated this material would be acceptable. He also pointed out that there is a large span of fence between City Hall and Monsanto's property that appears to be all-aluminum so steel may not even be required to address spanning concerns for the Schoettler Grove fence.

Because Staff could not certify that the proposed fence is anodized, and since this was a specific requirement by the Committee, Mr. Mike Geisel, Director of Public Services, stated Staff was not willing to waive the requirement for anodized aluminum without the Committee's approval. Mr. Geisel further stated that in his research he found there is a lifetime warranty on the powder coating.

**Vice-Chair Hurt made a motion that an all-black aluminum structured fence with a lifetime warranty, as approved by Staff, is acceptable even if the word "anodized" is not in the description.** The motion was seconded by Councilmember Greenwood and **passed by a voice vote of 3-0.**

✓ MGK

★ **City Policy Related to Development Process for Ordinance Amendments**

**STAFF REPORT**

Ms. Aimee Nassif, Planning and Development Services Director, stated that during a routine policy review, Staff identified a policy that had been formally adopted by City Council but had not been recorded in the City's Policy Manual, nor had it been incorporated into the City's formal development review process.

Basically, the policy allows ordinance amendments (not changes in zoning) that receive a three-fourths majority vote (whether to approve or deny a request) to move directly from the Planning Commission to City Council without review by the PPW Committee while retaining Power of

Review. This only pertains to text amendments. Some examples include: the Steve Wallace subdivision that added one use that was unanimously approved, Stages' request to add Educational Facility to their Ordinance, and Spirit Valley Business Park requesting a setback change. Staff is recommending that the PPW Committee reaffirm this policy directive and execute a formal City Policy.

**DISCUSSION**

Vice-Chair Hurt asked for further explanation of what a minor text amendment would be. Ms. Nassif stated a text amendment change would not include a change of zoning to a new district. It would be a change that Staff considers to be minor in nature, such as changes to a setback, changing a use that is allowed, or changing a condition that is in that planned district ordinance. For example, Spirit Valley Business Park is zoned "PI" and is allowed 50 uses. The petitioner wanted to add a kennel as a permitted use. Since it was not an allowed use, they had to go through the whole approval process again starting with Planning Commission even though there were no changes to the preliminary plan or site design. It was unanimously approved by the Planning Commission and PPW, and then it went to Council for two readings. If this policy had been in place, their request would have gone from Planning Commission straight to City Council.

Mr. Mike Geisel, Director of Public Services, further clarified and gave an example of the rezoning of Conway Point from Non-Urban to Planned Commercial stating this was a zoning amendment that would not be allowed to bypass this Committee. However, that Ordinance is so specific that it requires the awning to be exactly 13'6" off the east property line. If they wanted to change their awning to 13', that would be considered a text amendment which could be approved by the Planning Commission and bypass this Committee, as long as Power of Review had not been called, and go straight to Council. This could save the petitioner anywhere from two to four weeks. Mr. Geisel reiterated that this is a policy that Council adopted previously but was never implemented.

Ms. Nassif stated for a text amendment to qualify for this expedited review, it must receive a three-fourths majority from the Planning Commission. A Councilmember from the subject Ward can still call Power of Review within 24 hours of the meeting. If a Councilmember from a different Ward would want Power of Review, the referral back to Committee would have to come from action of Council. In response to Councilmember Greenwood's question, Ms. Nassif confirmed that a minor text amendment would be subject to Staff's interpretation; however, she is very careful to err on the side of caution. Mr. Geisel also pointed out that there are multiple references in the Code which allow administrative review and approval as determined by the Planning and Development Services Director.

Mr. Harry O'Rourke, Interim City Attorney, stated he would also review any requested use changes to determine whether or not they would be considered minor text amendments.

Vice-Chair Hurt stated he would be in favor of adopting the Policy if a change of use is not included as a minor text amendment.

**Councilmember Greenwood made a motion to forward the City Policy relating to the development process for ordinance amendments, excluding requests to amend uses, to City Council with a recommendation to approve.** The motion was seconded by Councilmember Nations and **passed by a voice vote of 3-0.**

**Note: This is a City Policy which requires a voice vote at the August 3, 2015 City Council Meeting.**

**[Please see the attached report prepared by Aimee Nassif, Planning and Development Services Director, for additional information on the City Policy related to the development process for Ordinance Amendments.]**

### * D. Monarch-Chesterfield Levee District Grant of Easement

**STAFF REPORT**

Mr. Mike Geisel, Director of Public Services, stated the Monarch-Chesterfield Levee District has requested the grant of a permanent easement on the unprotected side of the levee at the east end of the Chesterfield Valley Athletic Complex. The Corps wants to maintain control of property immediately adjacent to the levee to prevent impediments, structures, and excessive vegetation.

The levee district is compensating land owners at a rate of $10,000 per acre for similar unprotected land and as such, Staff anticipates approximately $3,000 as compensation for this grant of easement.

**DISCUSSION**

In response to Vice-Chair Hurt's question, Mr. Geisel confirmed that the City will still own the property but the Levee District will have easement on the property.

**Councilmember Nations made a motion to forward an Ordinance granting an easement to the Monarch-Chesterfield Levee District to City Council with a recommendation to approve.** The motion was seconded by Councilmember Greenwood and **passed by a voice vote of 3-0.**

**Note: One Bill, as recommended by the Planning & Public Works Committee, will be needed for the August 3, 2015 City Council Meeting. See Bill # 3045**

**[Please see the attached report prepared by Mike Geisel, Director of Public Services, for additional information on grant of easement to the Monarch-Chesterfield Levee District.]**

### * E. Show Me PACE Clean Energy District

**STAFF REPORT**

Ms. Libbey Tucker, Community Services & Economic Development Director, stated that last January City Council passed a similar Ordinance authorizing the City to join the State's Clean Energy District which allows businesses to finance energy efficient upgrades or new projects over a period of 20 years through a property assessment. Since that time, a second clean energy district, the Show Me PACE Clean Energy District has been formed which allows for smaller projects and offers a more streamlined application process than the first program. Cynergy Services will be performing energy upgrades at Cambridge Engineering and is requesting the City participate in this program. They are also requesting that City Council approve the Bill at the August 3 Council meeting because the contracts they have for the equipment and installation will expire if they are not approved at that time. Chair Fults is supportive of the request. . By passing an ordinance to also join the Show Me PACE District, Chesterfield will be able to provide business owners with two options to fund their projects.

**DISCUSSION**

Vice-Chair Hurt asked why Cynergy did not apply through the State's Energy District. Ms. Tucker indicated there were too many fees for the size of the project, therefore, it would not be cost effective and also the application process would take too long.

Councilmember Greenwood asked for examples of the type of smaller projects that would be covered in this District. Ms. Ann Hill, representative of PACE Equity, explained the State District is excellent for bonding projects and funding larger projects. The Show-Me PACE District handles smaller projects where it is not necessary to go through the bonding process due to the time and extra fees associated with bonding. Smaller projects would include renovations to a building that help to improve energy efficiency or reduce maintenance and operation costs. Ms. Tucker stated that the Cynergy project would include insulation, new LED lighting within the facility, as well as new HVAC equipment.

Councilmember Greenwood asked if this second District will cover most projects or whether another District will be needed for something else. Ms. Tucker stated she only knew about these two districts at this time. Mr. Mike Geisel, Director of Public Services, asked if these Districts were strictly for commercial property and asked if there was a third District for residential properties. Ms. Hill stated that residential projects are being considered in the State of Missouri and while a program is not currently available for that purpose, one may be available in the future.

Mr. Geisel asked about the typical benefit of using this program versus using a private equity firm to finance improvements. Ms. Hill stated it is beneficial because the collection is completed through a property assessment versus a traditional loan payment. First, with a traditional loan, there are no personal guarantees for the owner, which can be a barrier to completing some renovations. Second, the assessment can be up to a 20-year property assessment whereas a typical bank loan for construction work is a 10-year assessment. Third, the loan can transfer to the next property owner. If the property is sold, the owner can either pre-pay the outstanding balance or they can choose to transfer it to the next owner. Another advantage is that with new construction loans, banks typically will only offer a 70% loan to value. This program can cover a piece of that gap funding and get it closer to 80% to 85% loan to value.

**Councilmember Greenwood made a motion to forward an Ordinance to join the Show Me PACE Clean Energy District to City Council with a recommendation to approve and also recommends that it be read twice at the August 3, 2015 Council meeting.** The motion was seconded by Councilmember Nations and **passed by a voice vote of 3-0.**

rMGH

**Note: One Bill, as recommended by the Planning & Public Works Committee, will be needed for the August 3, 2015 City Council Meeting. See Bill # 3046**

*** F. Stop and Yield Control Schedules - Model Traffic Ordinance**

**STAFF REPORT**

Mr. Jim Eckrich, Public Works Director/City Engineer, stated Staff has reviewed Traffic Schedules VI and VII, which are stop and yield postings, and is requesting re-adoption so they accurately reflect what is currently posted.

**DISCUSSION**

In response to Councilmember Greenwood's question, Mr. Eckrich stated last year all Traffic Schedules were reviewed. Since then, Staff has conducted a more thorough review of the Stop

and Yield postings and some additional corrections are needed to accurately reflect the current postings. Mr. Mike Geisel, Director of Public Services, stated that no new stop or yield signs will be erected.

**Councilmember Nations made a motion to forward an Ordinance updating Schedule VI and Schedule VII of the Traffic Schedules of City Code to City Council with a recommendation to approve.** The motion was seconded by Councilmember Greenwood and **passed by a voice vote of 3-0.**

**Note: One Bill, as recommended by the Planning & Public Works Committee, will be needed for the August 3, 2015 City Council Meeting. See Bill # 3047**

**[Please see the attached report prepared by Jim Eckrich, Public Works Director/City Engineer, for additional information on Stop and Yield Control Schedules in the Model Traffic Ordinance.]**

**G. Veteran's Honor Park**

**STAFF REPORT**

Mr. Mike Geisel, Director of Public Services, stated in September of 2013, City Council set aside $500,000 from the General Fund-Fund Reserves for the purpose of a dollar-for-dollar matching fund for Veteran's Honor Park. Concurrently, $70,000 was authorized for preliminary engineering to create products so the Veteran's Honor Park Committee could begin fundraising. As of last week, the committee has raised $444,000 towards that match. In anticipation of the City applying for a Municipal Parks Grant this fall, Staff is recommending that Council authorize the next phase of this contract that will allow the City to move to final engineering design, including final construction documents and cost estimates. Taking this next step provides the necessary detailed documentation needed for the Municipal Parks Grant application which is due by October.

**Vice-Chair Hurt made a motion to forward to City Council the recommendation to authorize the next design phase of Veteran's Honor Park, increasing the contract with Powers–Bowersox by an amount not to exceed $155,000, and to fund the contract by transferring the General Fund – Fund Reserves that were previously set aside for this purpose.** The motion was seconded by Councilmember Greenwood and **passed by a voice vote of 3-0.**

**III. OTHER – None.**

**IV. ADJOURNMENT**

The meeting adjourned at 6:20 p.m.

III.A

City of Chesterfield
EST. 1988
Planning
Public Works
Parks & Recreation
Development Services
DEPARTMENT OF PUBLIC SERVICES

**DATE:** June 16, 2015

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

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

**RE:** City Hall Rental and Use Policy

---

The Conference Rooms, Multi-Purpose Room, and Council Chambers are used and rented in accordance with Public Works Policy Statement Number 44. City Staff is recommending improvements to the current Policy, as detailed in the attached memorandum from the Deputy City Clerk. The improvements can be summarized as follows:

- Refining the definition of a Community Group. These groups, along with Political Groups, will continue to receive free use of rooms at City Hall during the week;
- Clarifying that a charge will be incurred for Saturday use, with the exception of ceremonial meetings of Boy/Girl Scouts and whole subdivision meetings;
- Modifying the Policy so that the rooms at City Hall are only rented to Political Groups, Community Groups, Residents, and Chesterfield Businesses, as previously directed by the Planning and Public Works Committee.
- Slightly increasing rental fees and changing to per hour pricing (maintaining a two hour minimum).

Supporting documentation includes a copy of the proposed policy, a copy of the current policy, a listing of all 2014 rentals (including charges), and a table showing the current and proposed prices.

**I have reviewed the proposed policy in detail, and recommend that it is implemented by City Council.**

**Action Recommended**
This matter should be forwarded to the Planning and Public Works Committee for consideration. Should the PPW Committee concur with this recommendation, the matter should be forwarded to City Council for authorization of the Policy revision.

Concurrence: Craig White, Finance Director

MGH 6/16/15

Cc: Michael O. Geisel, Director of Public Services

City of Chesterfield

# MEMORANDUM

**DATE:** June 15, 2015

**TO:** Jim Eckrich, Public Works Director

**COPY:** Vickie Hass, City Clerk
Libbey Tucker, Community Services & Econ. Dev. Director

**FROM:** Jeanie Black, Deputy City Clerk

**SUBJECT:** City Hall Rental and Use Policy Changes

---

The Customer Service Department is requesting changes to the City Hall Rental and Use Policy and Reservation Application. We found parts of the existing policy to be vague and left to interpretation, which has been a source of confusion to the residents and the Customer Service Representatives. After meeting with you, Libbey, Barry and Mike Geisel, we agreed to propose several updates to the policy and revise the application. I have attached a copy of the proposed revised policy and application.

I have also included a spreadsheet that will show we made 26 total room reservations in 2014 (excluding 99 subdivision meetings). From those we collected a rental fee from 9 reservations leaving 12 that qualified as free. We also rented a room to a non-resident 5 times, indicating that the majority of City Hall room reservations are from residents and qualify for free use. I have researched rental fees in other cities and have attached those findings as well.

Proposed changes to the policy are as follows:

- Clearly defining "community groups." The proposed policy defines a community group as follows: Community groups include but are not limited to: Subdivision meetings, Trustee meetings, School District functions, Ceremonial meetings of Boy/Girl Scouts, Civic Organizations, Resident Athletic Associations and other governmental agencies including MoDot and Monarch Fire District.

- Changing to exclude non-residents and non-Chesterfield businesses and clarifying that a charge is incurred for use on weekends for community groups, with the exception of ceremonial meetings of Boy/Girl Scouts and whole subdivision meetings.

- Changing to "per hour" pricing but maintaining the two-hour minimum and slightly raising the rental pricing during the week and more significantly on the weekend when staff would otherwise not be on the premises. Rates have remained the same since 2002.

| | | Current Prices | Proposed Price |
|---|---|---|---|
| Residents | | | |
| Weekday | Conf., MP Rooms | $17.50 | $20.00 |
| | Council Chambers | $25.00 | $25.00 |
| | | | |
| Weekend | Conf., MP Rooms | $27.50 | $30.00 |
| | Council Chambers | $35.00 | $50.00 |
| | | | |

Feel free to contact me for any further information concerning the revisions we have proposed.

Attachments:

Proposed Updated Policy
Proposed Updated Rental Application
2014 Rental Information
Rental Comparison of other Cities

Proposed Policy

CITY OF CHESTERFIELD
POLICY STATEMENT

| | | | |
|---|---|---|---|
| PUBLIC WORKS | | NO. | 44 |
| SUBJECT | City Hall Rental and Use Policy | INDEX | PW |
| DATE ISSUED | 5/17/99 | DATE REVISED | 9/19/2002<br>9/23/2013<br>--/--/---- |

POLICY

In all cases, meetings of City officials, Boards and Commissions take priority and will be scheduled without charge, regardless of time or day of the week. Events that are sponsored solely by the City, or where the City is identified as a co-sponsor, are scheduled free of charge. The City Administrator is authorized to waive fees and time restrictions whenever it is in the City's best interest.

Free use of the building may be scheduled by political and community groups Monday through Thursday 8:30 a.m. to 9 p.m., and Friday 8:30 a.m. to 5 p.m. The building is available on Saturday to these groups, but a fee will be assessed.

Community groups include but are not limited to: Subdivision meetings, Trustee meetings, School District functions, Ceremonial meetings of Boy/Girl Scouts, Civic Organizations, Athletic Associations and other governmental agencies including MoDot and Monarch Fire District.

Ceremonial meetings of Boy/Girl Scouts and annual or semi-annual Subdivision meetings, where attendance is intended for the entire subdivision, may be scheduled on Saturday 8:30 a.m. to 5 p.m. excluding official City Holidays without a charge.

Specific and unique exceptions to this policy may be approved by the Director of Public Services or the City Administrator.

Free use of the facility during the days and hours listed above is predicated upon the conditions that the proposed use does not require special set-up, and that food and/or beverages will not be consumed.

Chesterfield residents and businesses may reserve the Conference Rooms, Council Chambers and Multi-Purpose Room, subject to availability, on a fee basis provided building maintenance personnel are available.

City Hall rooms are reserved on a first-come, first serve basis and shall not interfere, in any way with City business. All users are required to complete a rental application form describing the proposed use. Reservations require a two week advance notice.

Facility users are not allowed to utilize the audio-visual systems.

City Hall is not available for events that charge admission.

City Hall rooms are not available for sales or promotional events of any product or service, private parties or receptions.

Food and drink, excluding water, are not allowed in conference rooms or Council Chambers. No alcohol.

Food and drink are allowed in the Multi-Purpose Room only with a security deposit of $200. At completion of the use, prior to leaving the facility, building maintenance personnel will perform an inspection to identify and note any damage.

City Hall is a smoke free and vapor free campus. This includes all forms of tobacco, pipes, e-cigs, etc.

Nothing can be affixed to the walls, furniture, ceiling or any surface. This includes tape, tacks, nails, pins, etc. At no time will furniture or fixtures be moved, removed or rearranged without prior approval from building staff obtained through the Customer Service Division.

Rental of one room does not give the renter or guests privileges in any other part of the building.

Ending time of rental means that the renter is completely out of the building, including clean up.

Rental fee will be refunded in full if notice of cancellation is received in writing at least 7 days prior to rental.

Room Rentals must be a minimum of two hours.

Fee Schedule:

Weekday Rates (*8:30 a.m. – 9 p.m. Monday –Thursday, 8:30 a.m. – 5 p.m. Friday*)

| | |
|---|---|
| Conference Room 101, 102/103, Multi-Purpose Room | $20 per hour |
| Council Chambers | $25 per hour |

Weekend Rates (*8:30 a.m. – 5 p.m. Saturday*)

| | |
|---|---|
| Conference Room 101, 102/103, Multi-Purpose Room | $30 per hour |
| Council Chambers | $50 per hour |

Renter agrees to indemnify and hold harmless the City of Chesterfield, its officials, and employees from any claim or cause of action brought by renter, his agents, employees or guests arising from the usage of the facility.

These rules and regulations are not intended to restrict or otherwise apply to the normal administrative use of the City Hall. As such, the building restrictions do not apply to the normal administrative operation of the City, or to those events or uses in which the City is a sponsor or otherwise involved.

RECOMMENDED BY:

_____ _____

Department Head/Council Committee (if applicable) Date

APPROVED BY:

_____ _____

City Administrator Date

_____ _____

City Council (if applicable) Date

# City of Chesterfield Meeting Room Application

City of Chesterfield

**Name** _____ **Association/Group** _____

**Address** _____

**Phone** _____ **Email Address** _____

**Rental Date**_____ **Time:** _____-_____ a.m./p.m. **No. of people** _____ **Conference room** _____

**Type of Activity and proposed use:** _____

**Rental Fees** (rentals require two hour minimum)

___ check here if meeting qualifies for no fee (Chesterfield subdivisions, political and community groups)

**Weekday Rates** *(Mon.–Thur. 8 am – 9 pm, Fri. 8 am – 5 pm)*

Conference room 101, 102/103, Multi-Purpose room ---------- $20 per hour X _____ = $_____

Council Chambers----------$25 per hour X _____ = $ _____

**Weekend Rates** *(Sat. 8 am – 5 pm)*

Conference room 101, 102/103, Multi-Purpose room ----------$30 per hour X _____ = $ _____

Council Chambers---------- $50 per hour X _____ = $ _____

Rooms subject to availability add deposit* *(if applicable)* + $ (200.00)

* Security Deposit is required for Multi –Purpose Room with food. Total Amount Due $ _____

**Refund Policy** – Refund in full will be given if notice of cancellation is received in writing at least 7 days prior to rental.

**Facility Use Policy**

1. Applications are to be completed and submitted two weeks prior to the room rental.
2. Facility users are not allowed to use the audio-visual systems. You may bring in your own equipment.
3. City Hall is a smoke free and vapor free campus. This includes all forms of tobacco, pipes, e-cigs, etc.
4. Food and drink, excluding water, are not allowed in conference rooms or Council Chambers.
5. Food and drink are allowed in the multi –purpose room only if a security deposit is provided. No alcohol allowed.
6. Furniture and fixtures must not be moved or removed without prior approval through the Customer Service Division.
7. Nothing can be affixed to the walls, furniture, ceiling or any surface. This includes tape, tacks, nails, etc.
8. Meetings or events that charge admission are not permitted.
9. Sales or promotional events of any product or service are not permitted.
10. Ending time includes clean up and room must be empty and cleaned by the end of your rental period.
11. City Hall rooms are reserved on a first-come, first-serve basis and shall not interfere, in any way, with City business.
12. Rental of one room does not give the renter or guest privileges in any other part of the building.

**I HAVE READ AND AGREE TO ABIDE BY CITY OF CHESTERFIELD FACILITY USE POLICY _____ (INITIAL) _____(DATE)**

I have full understanding of the general regulations on the use of City Hall premise which are available upon request. I agree to indemnify and hold harmless the City of Chesterfield, its officials, and employees from any claim or cause of action brought by renter, his agents, employees or guests arising from the usage of the facility. I agree to defend, indemnify and save City of Chesterfield, its officials, and employees harmless from every claim, demand, loss, damage, liability and expense relating to any actual or alleged injury to any person or actual or alleged loss or damage to property caused by or resulting from any occurrence on City of Chesterfield premises in connection with this use of City Hall. The applicant personally guarantees the payment of fees, miscellaneous charges or damages that may be assessed for the period the premises are used. In addition, I am independent and not affiliated with nor sponsored by the City of Chesterfield. The views and opinions expressed do not necessarily represent those of the City of Chesterfield.

Signature_____ Date _____

Office use: Rcvd by _____ Date_____

Rent Rcvd $_____ Type_____

Deposit Rcvd $ Type

| | | Current Prices | Proposed Price |
|---|---|---|---|
| **Residents** | | | |
| Weekday | Conf., MP Rooms | $17.50 | $20.00 |
| | Council Chambers | $25.00 | $25.00 |
| Weekend | Conf., MP Rooms | $27.50 | $30.00 |
| | Council Chambers | $35.00 | $50.00 |
| **Non-Residents** | | | |
| Weekday | Conf., MP Rooms | $35.00 | N/A |
| | Council Chambers | $42.50 | N/A |
| Weekend | Conf., MP Rooms | $42.50 | N/A |
| | Council Chambers | $50.00 | N/A |

Current policy

# CITY OF CHESTERFIELD
# POLICY STATEMENT

| | | | |
|---|---|---|---|
| **PUBLIC WORKS** | | **NO.** | **44** |
| **SUBJECT** | **City Hall rental and use policy** | **INDEX** | **PW** |
| **DATE ISSUED** | **5/17/99** | **DATE REVISED** | **9/19/2002 9/23/2013** |

## POLICY

In all cases, meetings of City officials, boards and commissions take priority and will be scheduled without charge, regardless of time or day of the week. Events that are sponsored solely by the City, or where the City is identified as a co-sponsor are scheduled free of charge. The City Administrator is authorized to waive fees whenever it is in the City's best interest.

Free use of the building may be scheduled by resident, political and resident community groups but is limited to hours during the normal workweek, Monday through Thursday, 8:30 a.m. to 10 p.m., Friday, 8:30 a.m. to 5:00 p.m., Saturday 8:30 a.m. to 5:00 p.m., excluding official City Holidays. Community groups include, but are not limited to: Political forums, Subdivision meetings for the whole subdivision, Trustee meetings, School District functions, Ceremonial meetings of Boy\Girl Scouts, Junior Achievement, Jaycees, resident athletic associations, and other governmental agencies etc. Annual or semi-annual Subdivision meetings, where attendance is intended for the entire whole subdivision may also be scheduled on Saturdays without charge. Usage outside of these times may also be scheduled, as staff is available and a usage fee is charged. Specific and unique exceptions to this policy may be approved by the Planning and Public Works Committee of City Council.

Free use of the facility during normal business hours is predicated upon the condition that the proposed use does not require special set-up, arrangements, and that food and\or beverages will not be consumed. Such events will be scheduled, free of charge, subject to availability of space.

Similarly, the facilities are available to the aforementioned resident community users at other times, for a nominal fee, subject to availability of space and building maintenance personnel.

Non-resident groups may reserve the conference rooms, chambers, multi-purpose room or plaza, subject to availability, on a fee basis (8:30 a.m. – 10 p.m.), and availability of building maintenance personnel. Two weeks advance notice is required to voluntarily schedule personnel.

Facility users are not allowed to dispense or consume alcoholic beverages. The City Administrator is authorized to approve specific events and individual circumstances where alcohol would be permitted.

Food and drink consumption is normally limited to the multi-purpose room, pre-function and plaza areas. Food is not permitted within conference rooms or Council Chambers, without specific approval by the City Administrator, prior to the event.

Smoking and other tobacco products are not allowed within the City Hall building, under any circumstances.

Facility users are not allowed to utilize the audio-visual systems. Users of the Council Chambers may be permitted use of the podium, fixed position microphone and overhead speakers. The audio-visual system is complex, expensive, and cannot be made available to untrained users.

Any use of the facility where food or beverages are offered or consumed, will require a security deposit ($200). At completion of each use, prior to leaving the facility, building maintenance personnel will perform an inspection and room check-out to identify and note damage, if any.

All users are required to complete a rental application form describing the proposed use and must agree to indemnify the City.

Building usage is subject to availability.

Rental of one room does not give the renter or guests privileges in any other part of the building.

No person shall mark or deface the City Hall. Table decorations only. This means no tape, glue, tacks, pins or nails on the walls, floors, ceilings or any other surface.

The City Hall is not available for events that involve an admission charge.

Ending time of rental means that the renter is completely out of the building, which includes cleanup. At this time the Building Attendant on duty will then complete the appropriate room check-out procedure.

At no time will furniture or fixtures be moved, removed or rearranged without prior approval.

Room rentals must be a minimum of two hours. Fees are charged per two hour interval or fraction thereof.

Renter agrees to indemnify and hold harmless the City of Chesterfield, its officials, and employees from any claim or cause of action brought by renter, his agents, employees or guests arising from the usage of the facility.

Rental fee will be refunded in full if notice of cancellation is given to the City Clerk in writing at least 7 days prior to the event.

Room Rental **Workweek Rates Monday 8 a.m. through Friday 5 p.m.**

| | Non-Resident | Resident | | |
|---|---|---|---|---|
| Conference Room, Plaza, Patio, multi-purpose room | $70 | $35 X | _____ | (per 2 hours) = $_____ |
| Chambers | $85 | $50 X | _____ | (per 2 hours) = $_____ |

Rental **Weekend Rates** **Friday after 5 p.m., Saturday and Sunday:**

| | Non-Resident | Resident | | |
|---|---|---|---|---|
| Conference Room, Plaza, Patio, multi-purpose room | $85 | $55 X | _____ | (per 2 hours) = $_____ |
| Chambers | $100 | $70X | _____ | (per 2 hours) = $_____ |

These rules and regulations are not intended to restrict or otherwise apply to the normal administrative use of the City Hall. As such, the aforestated building restrictions do not apply the normal administrative operation of the City, or to those events or uses in which the City is a sponsor or otherwise involved.

**RECOMMENDED BY:**

**M. Geisel through PW\Parks Committee** — **Revised 9/19/2002** **Revised 9/24/2013**

Department Head/Council Committee (if applicable) — Date

**APPROVED BY:**

**City Administrator** — **Date**

Michael B. Fleming — 9/23/13

**City Council (if applicable)** — **Date**

APPROVED 9/23/13

2014 Room Rentals

| 2014 Chesterfield City Hall Room Rentals | | | | |
|---|---|---|---|---|
| **Date:** | **Group:** | **Use:** | **Fee:** | **Resident/ Non-Res:** |
| 02/08/2014 | Chesterfield Baseball/Softball Assoc. | Manager Meeting | $375.00 | R |
| 02/20/2014 | Rawlings Bulldog Baseball | Annual Meeting | No Charge | R |
| 02/22/2014 | Chesterfield Baseball/Softball Assoc. | Manager Meeting | $375.00 | R |
| 03/03/2014 | Prudential Alliance Realtors | Continuing Education | $100.00 | R |
| 03/10/2014 | Monarch Fire Dept. | Testing of Fire Fighter Applicants | No charge | R |
| 03/11/2014 | Monarch Fire Dept. | Testing of Fire Fighter Applicants | No charge | R |
| 04/04/2014 | Concerned Women for America | Educational Meeting | $70.00 | NR |
| 04/07/2014 | Prudential Alliance Realtors | Continuing Education | $100.00 | R |
| 05/05/2014 | Smith Lewis, LLP | Deposition | $210.00 | NR |
| 05/05/2014 | Prudential Alliance Realtors | Continuing Education | $100.00 | R |
| 05/08/2014 | Jr. Mustangs Cheerleading | Parent Meeting | $35.00 | R |
| 05/10/2014 | State Rep. Bill Otto | Meet Your Representative | No Charge | R |
| 05/21/2014 | Prudential Alliance Realtors | Continuing Education | $100.00 | R |
| 06/07/2014 | Lambda Stephens/ Eagle Scouts | Eagle Scout Ceremony | No Charge | R |
| 06/09/2014 | Prudential Alliance Realtors | Continuing Education | $100.00 | R |
| 06/21/2014 | Lori Ginsparg/Eagle Scouts | Eagle Scout Court of Honor | No Charge | R |
| 06/26/2014 | Parkway School District | Board Meeting | No Charge | R |
| 06/29/2014 | Maureen Miller/Eagle Scouts | Court of Honor | No Charge | R |
| 08/04/2014 | Parkway Communication Volunteers | Planning Meeting | No Charge | R |
| 08/13/2014 | Ben Hallemeier/AstraZeneca | Business Meeting | $70.00 | NR |

2014 Room Rentals

| Date: | Group: | Use: | Fee: | Res/ Non-Res: |
|---|---|---|---|---|
| 08/18/2014 | Parkway Communication Volunteers | Planning Meeting | No Charge | R |
| 08/25/2014 | Juan Montana/SEUI | Contract Vote | $210.00 | NR |
| 10/20/2014 | Bob Middleton | Sleep Apnea Seminar (Free to the public) | $70.00 | NR |
| 11/05/2014 | Monarch Fire District | Pension Meeting | No Charge | R |
| 11/12/2014 | Earl Barge/CAPY | Community Forum | No Charge | R |
| 11/19/2014 | Sand Dollar Properties (Not a Chesterfield Subdivision) | Business Meeting | $35.00 | R |

In addition to those listed above, 99 subdivision or trustee meetings were booked free of charge in 2014.

## City Hall Room Rental Prices

| City | Rooms available to rent at City Hall | Comments |
|---|---|---|
| Kirkwood | No | Rooms are available at the community center to rent. |
| Clayton | No | Rooms are available to rent at The Center of Clayton. |
| Fenton | No | Rooms are available to rent at RiverChase (our rec center.) |
| Overland | No | Rooms are available for rent at the Community Center. |
| O'Fallon | Not for Profit only | Other City owned buildings are available to rent. |
| Hazelwood | No | |
| Richmond Heights | No | Rooms are available at the Community Center. |
| Olivette | No | Rooms are available at the Community Center. |
| Wildwood | Yes | $50 for use of Community Room or $75.00 for the Council Chambers during business hours. After working hours a police officer would need to be hired for $30 hr. |
| Glendale | Yes | Allows use the auditorium free of charge. |
| St. John | Yes | Cafeteria style room from $37.50 - $75.00 per hour |
| Green Park | Yes | Resident $15/hr. Non-residents $20/hr. Subdivisions-free |
| Florissant | No | Businesses have never been allowed to rent rooms at City Hall |

✓MGH 7/28/15

# City Council Memorandum

## Department of Public Services

**To:** Mike Herring, City Administrator

**From:** Aimee Nassif, Planning and Development Services Director

**Date:** July 27, 2015

**CC Date:** August 3, 2015

**Re:** **T.S.P. 51-2015 Verizon (724 Straub Rd):** A request to obtain approval for a Telecommunications Siting Permit to accommodate three (3) new antennas and additional related equipment for an existing monopole telecommunication site within the "NU" Non-Urban District located at the terminus of a Private Drive, approximately 600 feet west of Straub Road.

Michael Daubenmire of Fortune Wireless Inc. on behalf of Verizon Wireless has submitted a request for a Telecommunications Siting Permit (TSP) for the above referenced property. The proposed TSP is to accommodate three (3) new antennas and associated equipment on an existing 140 feet tall monopole tower. The antennas are planned to be placed on a replacement antenna array which will be smaller than the existing array. Currently, nine (9) antennas are located on the existing array. If approved, twelve (12) antennas will be located on the smaller array. All associated ground equipment will be placed within existing equipment shelters. Since this tower is planning to add additional antennas beyond what was originally approved, the tower must update their Telecommunications Siting Permit (TSP) as required by current code.

On July 23, 2015, the Planning and Public Works Committee discussed this petition and recommended approval to the City Council 3-0. Ordinance 2391 states that a vote of the majority by the City Council is required for the approval of a Telecommunications Facilities Siting Permit. Upon the granting of such approval by the City Council, the Planning and Development Services Director shall release said permit to the petitioner.

Attached is a copy of the amended permit to be issued upon the granting of approval for a Telecommunications Facility Siting Permit.

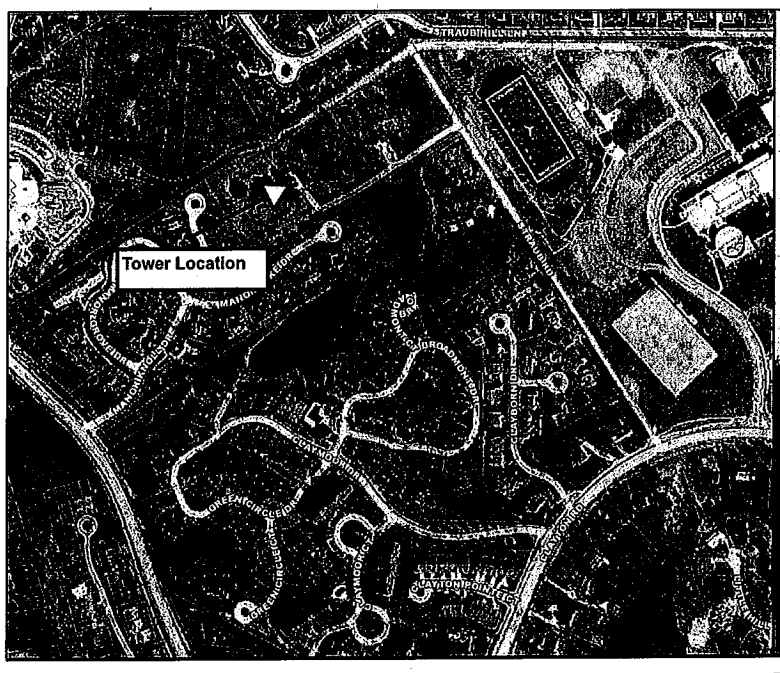



**Figure 1: Aerial Photo**

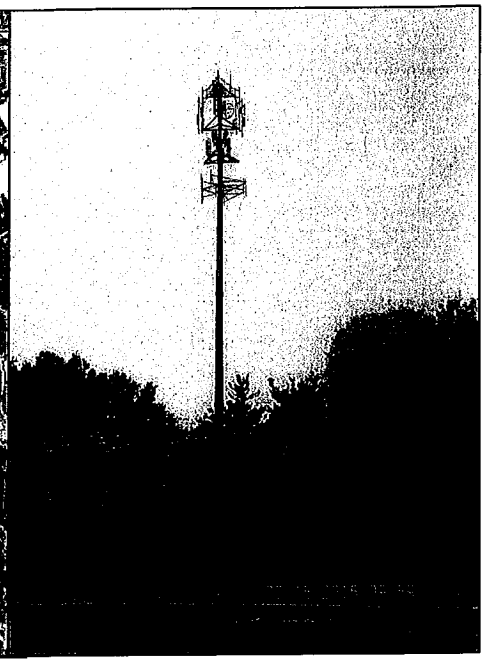


**Figure 2: Photo of Tower**

**WIRELESS TELECOMMUNICATIONS FACILITIES SITING PERMIT**

T.S.P. 51-2015

SITE ADDRESS: 724 Straub Road

ZONING DISTRICT: "NU" Non-Urban District

WHEREAS, Verizon (petitioner), hereinafter termed "Petitioner", requests permission and authority to install, modify, operate and / or maintain a wireless telecommunications facility within the jurisdiction of the City of Chesterfield, Saint Louis County, Missouri, and

WHEREAS, the City of Chesterfield has regulations requiring a Facilities Siting Permit for the construction, material modification, operation and maintenance of a wireless telecommunications facility, pursuant to Ordinance 2391 of the City of Chesterfield, and

WHEREAS, the City Council has considered and approved the Petitioner's application for a facilities telecommunications permit by a vote of __ on August 3, 2015, pursuant to Ordinance 2391, and

WHEREAS, the City Council of the City of Chesterfield has instructed me to grant to the Petitioner a Wireless Telecommunications Facilities Siting Permit, and has granted me the authority to do the same,

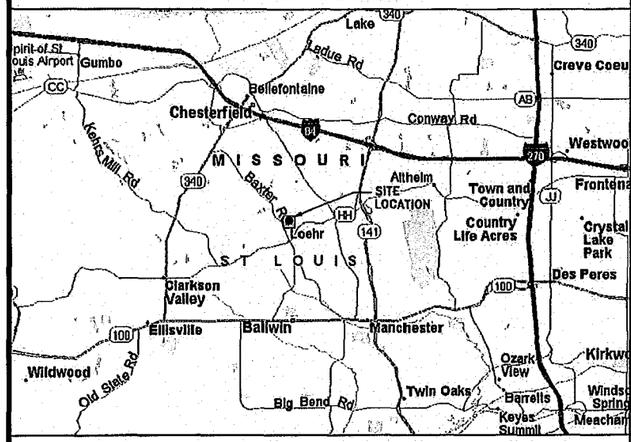
NOW THEREFORE, I, Aimee Nassif, Planning and Development Services Director for the City of Chesterfield, hereby grant Petitioner this Wireless Telecommunications Facilities Siting Permit, based upon and pursuant to the terms of Petitioner's Application for the same. The material, design and construction methods shall conform to the standards detailed in Petitioner's application for this permit and approved by the City Council. Petitioner agrees that a separate Facilities Siting Permit is required for any new telecommunications facility or material modification of this or any other wireless telecommunications facility, pursuant to Ordinance 2391 of the City of Chesterfield, Missouri.

T.S.P. 138
Permit Number

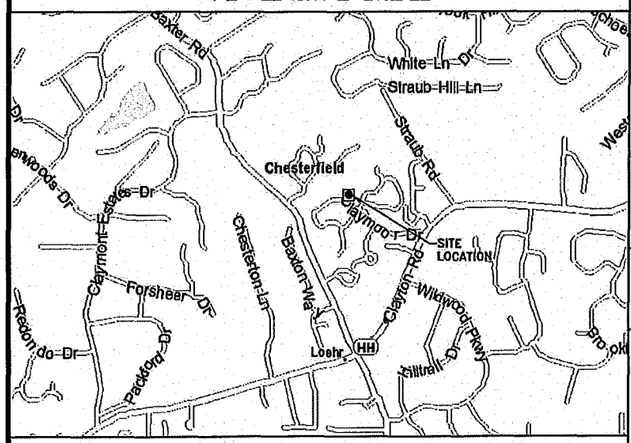
Aimee Nassif
Planning and Development Services Director

Date

# AREA MAP




# VICINITY MAP




# CONTRACTOR INFORMATION

# PROJECT INFORMATION

| | |
|---|---|
| CELL SITE NAME: | STLC WEST COUNTY AWS |
| CELL SITE ADDRESS: | 724 STRAUB ROAD<br>BALLWIN, MISSOURI 63011 |
| LESSOR NAME /TOWER OWNER NAME & ADDRESS: | CROWN CASTLE<br>ONE CITY PLACE DRIVE, SUITE 490<br>ST. LOUIS, MISSOURI 63141<br>CROWN CASTLE # 817348 |
| LESSOR/TOWER OWNER CONTACT: | PETE FAULHABER<br>(314)-432-3158 |
| TOWER INFORMATION: | |
| LATITUDE: | 38° 37' 23.1" N |
| LONGITUDE: | 90° 32' 25.0" W |
| GROUND ELEV: | 637'-0" AMSL |
| OVERALL STRUCTURE HT: | 144'-0" AGL |
| TOWER HT: | 140'-0" AGL |
| ANTENNA CL: | 136'-0" AGL |
| APPLICANT NAME & ADDRESS: | VERIZON WIRELESS<br>10740 NALL AVENUE<br>OVERLAND PARK, KANSAS 66211 |
| APPLICANT CONTACT: | MANAGER - NETWORK REAL ESTATE<br>(913) 344-2800 |

# CONSULTING TEAM

ENGINEER: SSC, INC.
721 EMERSON ROAD, SUITE 475
SAINT LOUIS, MISSOURI 63141
PHONE: (314) 993-1010
FAX: (913) 438-7777

M.L. OWENS - LEAD ENGINEER

T.M. SUPER - LEAD ELECTRICAL

T. WEISHAAR - PROJECT MANAGER

D.S. HOLLINGSHED - LEAD DESIGNER

# VERIZON WIRELESS DEPARTMENTAL APPROVALS

| | INITIALS | DATE |
|---|---|---|
| STEVE FALLON | SF | 09/04/13 |
| JEREMY WALL | JW | 09/04/13 |
| RF ENGINEER | | |
| SCOTT YOUNG | SY | 09/04/13 |
| OPERATIONS MANAGER | | |
| TIM MAULDIN | TM | 09/11/13 |
| CONSTRUCTION ENGINEER | | |
| | | |
| CONSTRUCTION MANAGER | | |
| MARION S. CRABLE | MSC | 09/11/13 |
| BRENDA CLEMONS | BC | 09/03/13 |
| REAL ESTATE MANAGER | | |

# LESSOR/LICENSOR APPROVAL

| | INITIALS | DATE |
|---|---|---|
| | | |
| LESSOR/LICENSOR | | |

LESSOR/LICENSOR: PLEASE CHECK THE APPROPRIATE BOX BELOW

☐ NO CHANGES ☐ CHANGES NEEDED. SEE COMMENTS ON PLANS

# DRAWING INDEX

| SHEET NUMBER | SHEET DESCRIPTION | REVISION | RESPONSIBLE ENGINEER |
|---|---|---|---|
| T01 | TITLE SHEET | 1 | SC/E |
| | | | |
| A01 | SITE PLAN | 1 | SC |
| A02 | TOWER ELEVATIONS | 1 | SC |
| A03 | ANTENNA KEYS | 1 | SC |
| A04 | PROPOSED RRU DIAGRAM & PARTS LIST | 1 | SC |
| A05 | ANTENNA LAYOUT & ENTRY PORT DETAILS | 1 | SC |
| A06 | DETAILS | 1 | SC |
| A07 | DETAILS | 1 | SC |
| A08 | DETAILS | 1 | SC |
| A09 | DETAILS | 1 | SC |
| A10 | DETAILS | 1 | SC |
| | | | |
| GN01 | GENERAL NOTES | 1 | SC/E |

VERIZON WIRELESS PROJECT #: 20130886180
PROJECT DESCRIPTION:
TO MODIFY ANTENNA CONFIGURATION ON TOWER.

verizon wireless

**SITE NAME:**

**STLC WEST COUNTY**

**LOCATION NUMBER:**

**127205**

RECEIVED
City of Chesterfield
JUL 15 2015
Department of Public Services

STATE OF MISSOURI
ROBERT E. JENSEN
NUMBER PE-028974
PROFESSIONAL ENGINEER
4/29/15

STATE OF MISSOURI
SHELTON D. KEISLING
NUMBER E-27323
PROFESSIONAL ENGINEER
4/29/15

PLANS PREPARED FOR:
verizon wireless

PLANS PREPARED BY:
424 S. Woods Mill Road, Suite 220
Chesterfield, Missouri 63017
Phone: 314-993-1010
Fax: 913-438-7777
SSC

ENGINEERING LICENSE:
STATE OF MISSOURI
PE CERTIFICATE OF AUTHORIZATION #001640

| ENGINEER: | | PE #: | DISCIPLINE: | |
|---|---|---|---|---|
| MLO | MICHAEL L. OWENS | E-29059 | STRUCTURAL/CIVIL | SC |
| KV | KEVIN VANHAELE | E-21561 | STRUCTURAL/CIVIL | SC |
| REJ | ROBERT E. JENSEN | E-28974 | STRUCTURAL/CIVIL | SC |
| TMS | TERRANCE M. SUPER | E-18521 | ELECTRICAL | E |
| SDK | SHELTON D. KEISLING | E-27323 | ELECTRICAL | E |
| DEK | DAVE E. KASPER | E-18053 | ELECTRICAL | E |

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SUBMITTALS

| DESCRIPTION | DATE | BY | REV |
|---|---|---|---|
| REVISED PER CLIENT COMMENTS | 02/10/14 | DSH | E |
| REVISED PER NEW RF | 02/26/15 | DSH | F |
| REVISED PER CLIENT COMMENTS | 03/10/15 | DSH | G |
| REVISED PER EQUIPMENT APPLICATION | 03/30/15 | DMG | H |
| ISSUED FOR CONSTRUCTION | 03/31/15 | DSH | 0 |
| REVISED PER CITY COMMENTS | 04/29/15 | DMG | 1 |

SITE NAME:
STLC WEST COUNTY

LOCATION NUMBER:
127205

SITE ADDRESS:
724 STRAUB ROAD
BALLWIN, MISSOURI
63011

SHEET DESCRIPTION:
TITLE SHEET

SSC #:

SHEET NUMBER:
T01

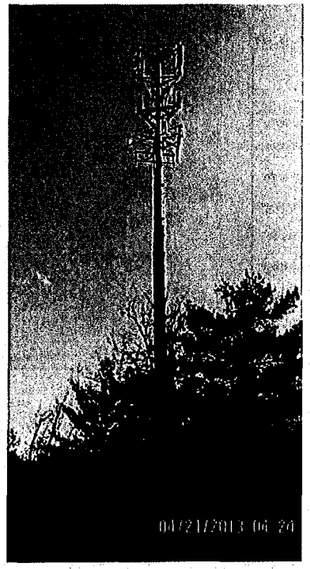



PHOTO OF EXISTING TOWER ELEVATION | 3

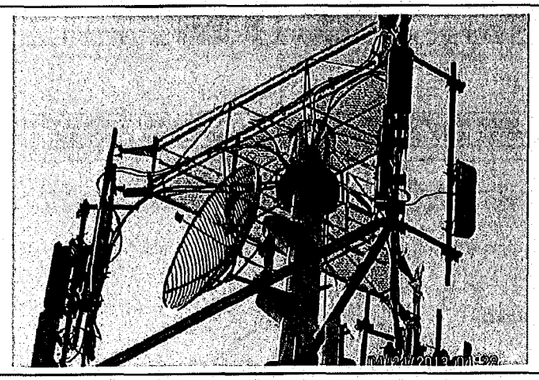


PHOTO OF EXISTING ANTENNAS | 4

**NOTE:**
EXISTING AND PROPOSED VERIZON WIRELESS ANTENNA COAX CABLES ARE ROUTED ON THE INSIDE OF MONOPOLE

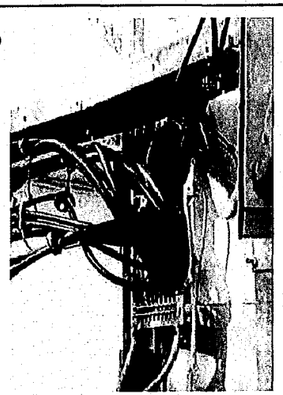
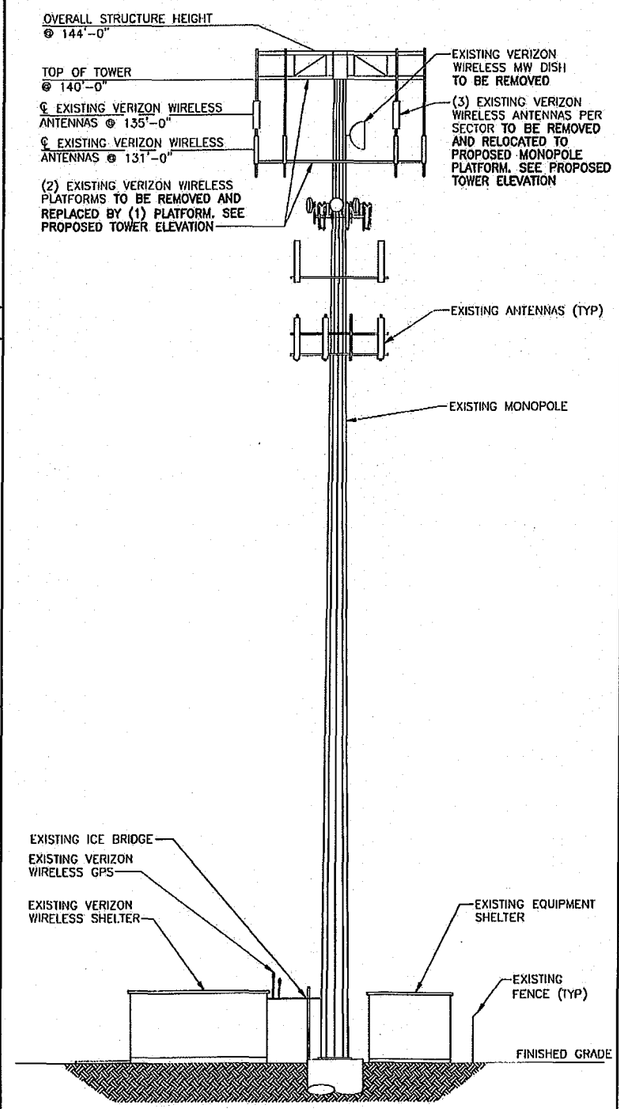


PHOTO OF EXISTING COAX PORT | 5



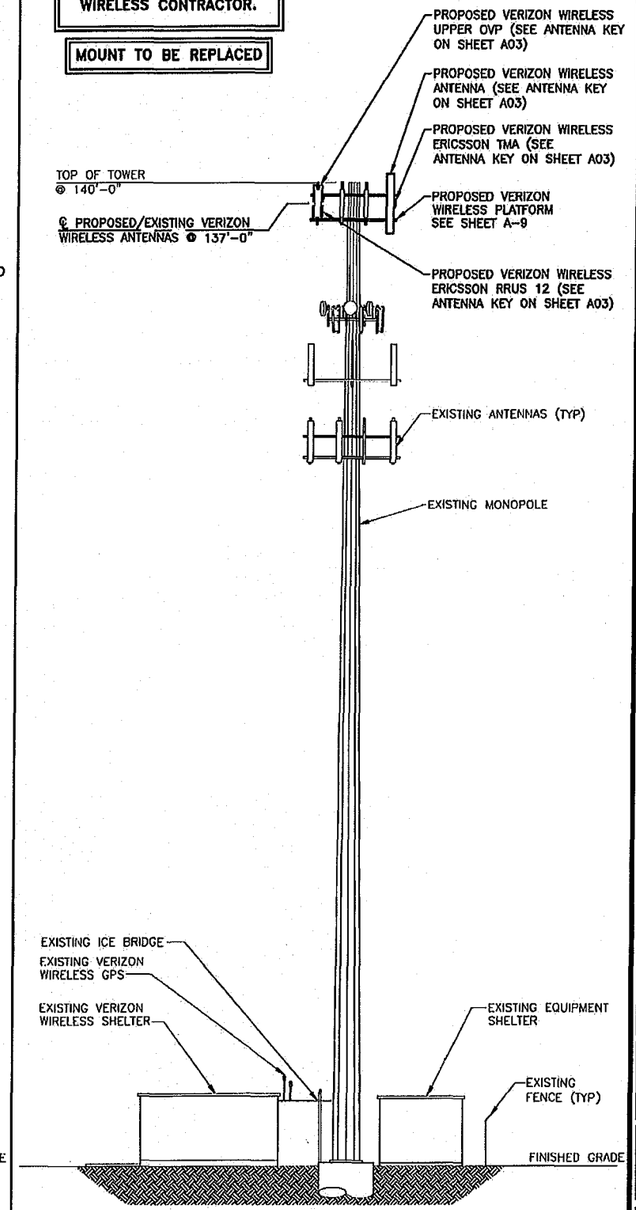

EXISTING TOWER ELEVATION | 2

ALL ANTENNAS AND CABLES TO BE TAGGED WITH CARRIER ID.

STRUCTURAL TOWER ANALYSIS HAS BEEN PERFORMED BY PAUL J. FORD AND COMPANY. CONTRACTOR SHALL OBTAIN A COPY OF THE LATEST TOWER ANALYSIS.

NO TOWER MODIFICATIONS REQUIRED BY VERIZON WIRELESS CONTRACTOR.

MOUNT TO BE REPLACED




PROPOSED TOWER ELEVATION | 1

STATE OF MISSOURI
ROBERT E. JENSEN
NUMBER
PE-028974
PROFESSIONAL ENGINEER
7/27/15

PLANS PREPARED FOR:
verizon wireless

PLANS PREPARED BY:
424 S. Woods Mill Road, Suite 220
Chesterfield, Missouri 63017
Phone: 314-993-1010
Fax: 913-438-7777
SSC

ENGINEERING LICENSE:
STATE OF MISSOURI
PE CERTIFICATE OF AUTHORIZATION #001840

| ENGINEER: | | PE #: | DISCIPLINE: | |
|---|---|---|---|---|
| MLO | MICHAEL L. OWENS | E-29058 | STRUCTURAL/CIVIL | SC |
| KV | KEVIN VANHAELE | E-21561 | STRUCTURAL/CIVIL | SC |
| REJ | ROBERT E. JENSEN | E-28974 | STRUCTURAL/CIVIL | SC |
| TMS | TERRANCE M. SUPER | E-18521 | ELECTRICAL | E |
| SDK | SHELTON D. KEISLING | E-27323 | ELECTRICAL | E |
| DEK | DAVE E. KASPER | E-18063 | ELECTRICAL | E |

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| ISSUED FOR CONSTRUCTION | 03/31/15 | DSH | 0 |
| REVISED PER CITY COMMENTS | 04/29/15 | DMG | I |

SITE NAME:
STLC WEST COUNTY

LOCATION NUMBER:
127205

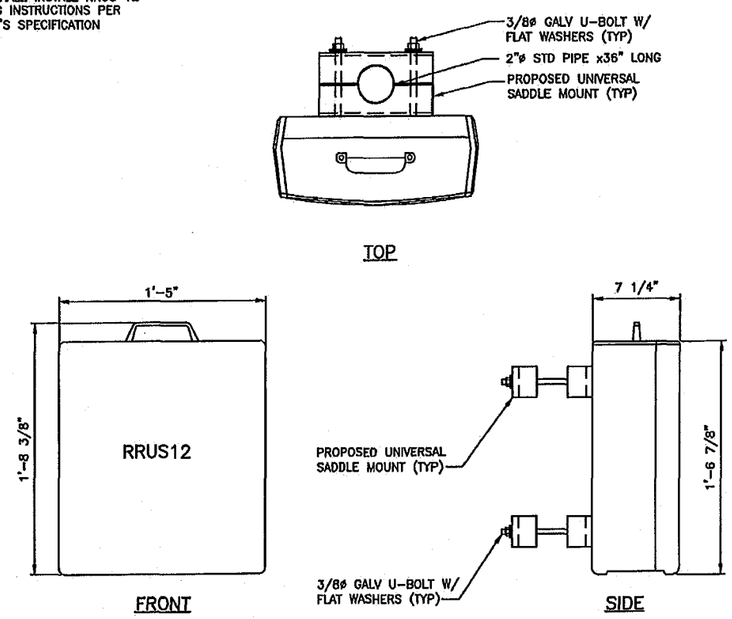
SITE ADDRESS:
724 STRAUB ROAD
BALLWIN, MISSOURI
63011

SHEET DESCRIPTION:
TOWER ELEVATIONS

SSC #: -

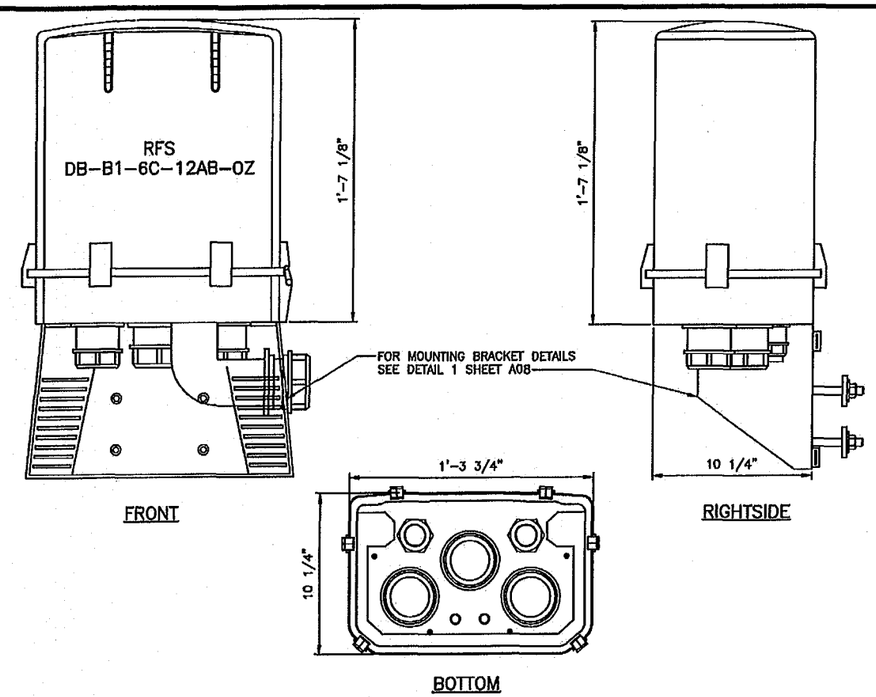
SHEET NUMBER:
A02

NOTE:
CONTRACTOR SHALL INSTALL RRUS 12 WITH MOUNTING INSTRUCTIONS PER MANUFACTURER'S SPECIFICATION




RRUS 12

ERICSSON RRUS 12 DETAIL | 3



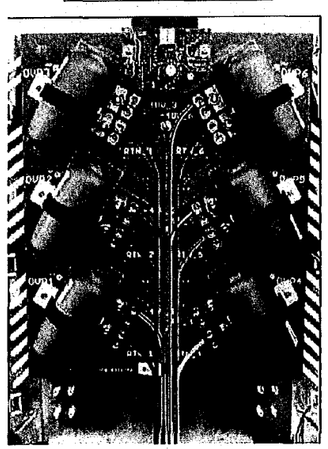

UPPER OVP DETAIL | 1

### INSTALLING HYBRID CABLE–POWER (IN)

*To assist in ease of wiring, proceed by wiring in the following order:*

1st: OVP #1 and OVP #4
2nd: OVP #2 and OVP #5
3rd: OVP #3 and OVP #6

| Circuit Number | Color | |
|---|---|---|
| | -48V | Return |
| 1 | Yellow/Black Stripe | Black |
| 2 | Red/Black Stripe | Blue |
| 3 | Brown/Red Stripe | Red |
| 4 | Purple/Red Stripe | Yellow |
| 5 | Black/White Stripe | Orange |
| 6 | Grey/Red Stripe | Purple |



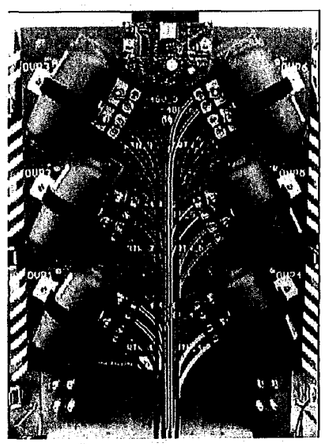
### INSTALLING HYBRID CABLE–POWER (OUT) TO OVP

*To assist in ease of wiring, proceed by wiring in the following order:*

1st: OVP #1 and OVP #4
2nd: OVP #2 and OVP #5
3rd: OVP #3 and OVP #6

Torque: 40 in-lbs (10-6 AWG)

| Circuit Number | Color | |
|---|---|---|
| | -48V | Return |
| 1 | Yellow/Black Stripe | Black |
| 2 | Red/Black Stripe | Blue |
| 3 | Brown/Red Stripe | Red |
| 4 | Purple/Red Stripe | Yellow |
| 5 | Black/White Stripe | Orange |
| 6 | Grey/Red Stripe | Purple |



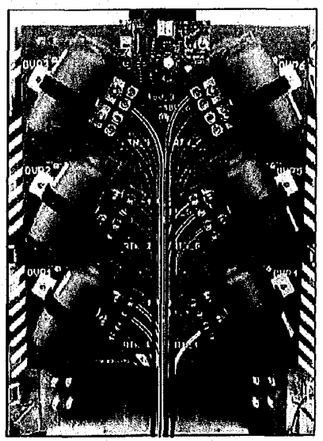
### INSTALLING HYBRID CABLE–POWER (OUT) TO SECTORS

*To assist in ease of wiring, proceed by wiring in the following order:*

1st: OVP #1 and OVP #4
2nd: OVP #2 and OVP #5
3rd: OVP #3 and OVP #6

Torque: 40 in-lbs (10-6 AWG)

| Sector | Circuit Number | Color | |
|---|---|---|---|
| | | -48V | Return |
| Alpha | 1 | Yellow/Black Stripe | Black |
| | 2 | Red/Black Stripe | Blue |
| Beta | 3 | Yellow/Black Stripe | Black |
| | 4 | Red/Black Stripe | Blue |
| Gamma | 5 | Yellow/Black Stripe | Black |
| | 6 | Red/Black Stripe | Blue |



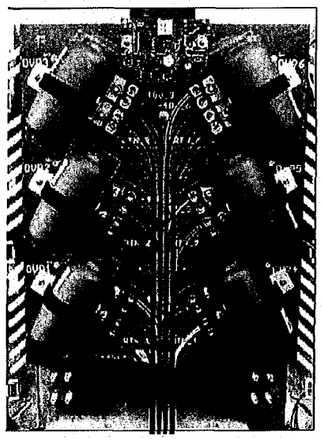
### INSTALLING HYBRID JUMPERR (OUT) TO RRH'S

*To assist in ease of wiring, proceed by wiring in the following order:*

1st: OVP #1 and OVP #4
2nd: OVP #2 and OVP #5
3rd: OVP #3 and OVP #6

Torque: 40 in-lbs (10-6 AWG)

| Sector | Circuit Number | Color | |
|---|---|---|---|
| | | -48V | Return |
| Alpha | 1 | Red | Black |
| | 2 | Red | Black |
| Beta | 3 | Red | Black |
| | 4 | Red | Black |
| Gamma | 5 | Red | Black |
| | 6 | Red | Black |



WIRING DIAGRAM | 2

STATE OF MISSOURI
ROBERT E. JENSEN
NUMBER
PE-026974
PROFESSIONAL ENGINEER
4/29/15

PLANS PREPARED FOR:

verizon wireless

PLANS PREPARED BY:


424 S. Woods Mill Road, Suite 220
Chesterfield, Missouri 63017
Phone: 314-993-1010
Fax: 913-438-7777
SSC


ENGINEERING LICENSE:

STATE OF MISSOURI
PE CERTIFICATE OF AUTHORIZATION #001640

| ENGINEER: | | PE #: | DISCIPLINE: |
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| KV | KEVIN VANMAELE | E-21561 | STRUCTURAL/CIVIL SC |
| REJ | ROBERT E. JENSEN | E-26974 | STRUCTURAL/CIVIL SC |
| TMS | TERRANCE M. SUPER | E-18521 | ELECTRICAL E |
| SDK | SHELTON D. KERSLING | E-27323 | ELECTRICAL E |
| DEK | DAVE E. KASPER | E-18053 | ELECTRICAL E |

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SUBMITTALS

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| REVISED PER NEW RF | 02/28/15 | DSH | F |
| REVISED PER CLIENT COMMENTS | 03/10/15 | DSH | G |
| REVISED PER EQUIPMENT APPLICATION | 03/30/15 | DMG | H |
| ISSUED FOR CONSTRUCTION | 03/31/15 | DSH | 0 |
| REVISED PER CITY COMMENTS | 04/29/15 | DMG | I |

SITE NAME:

STLC WEST COUNTY

LOCATION NUMBER:

127205

SITE ADDRESS:

724 STRAUB ROAD
BALLWIN, MISSOURI
63011

SHEET DESCRIPTION:

DETAILS

SSC #: -

SHEET NUMBER:

A06

| EQUIPMENT FURNISHED AND/OR INSTALLED BY: | | |
|---|---|---|
| DESCRIPTION | FURNISHED | INSTALLED |
| ANCHOR BOLTS | VERIZON WIRELESS | CONTRACTOR |
| ANTENNA MOUNTS | CONTRACTOR | CONTRACTOR |
| ANTENNAS | VERIZON WIRELESS | CONTRACTOR |
| CABLE LADDER | CONTRACTOR | CONTRACTOR |
| COAX | VERIZON WIRELESS | CONTRACTOR |
| CONNECTORS | CONTRACTOR | CONTRACTOR |
| ENTRY PORT BOOTS | CONTRACTOR | CONTRACTOR |
| GPS ANTENNA | VERIZON WIRELESS | CONTRACTOR |
| GROUND KITS | CONTRACTOR | CONTRACTOR |
| HANGER KITS | CONTRACTOR | CONTRACTOR |
| ICE BRIDGE MATERIAL | CONTRACTOR | CONTRACTOR |
| JUMPERS | CONTRACTOR | CONTRACTOR |
| SHELTER/EQUIPMENT | VERIZON WIRELESS | CONTRACTOR |
| TOWER | VERIZON WIRELESS | CONTRACTOR |
| TOWER BUS BARS | CONTRACTOR | CONTRACTOR |
| DIPLEXER | VERIZON WIRELESS | CONTRACTOR |
| TMA | VERIZON WIRELESS | CONTRACTOR |
| RRUS 12 | VERIZON WIRELESS | CONTRACTOR |
| UPPER OVP | VERIZON WIRELESS | CONTRACTOR |
| DIPLEXER CONNECTOR | CONTRACTOR | CONTRACTOR |
| TMA CONNECTOR | CONTRACTOR | CONTRACTOR |
| RRUS 12 CONNECTOR | CONTRACTOR | CONTRACTOR |
| UPPER OVP CONNECTOR | CONTRACTOR | CONTRACTOR |
| TOE TAGS | VERIZON WIRELESS | CONTRACTOR |

CONTRACTOR SHALL OBTAIN A COPY OF VERIZON WIRELESS ENGINEERING SITE DATA FORM FOR ANTENNA INFORMATION.

1. ANTENNAS SHALL BE DESIGNATED FROM RIGHT TO LEFT, FACING THE ASSEMBLY FROM THE GROUND. LEFT TO RIGHT FACING THE BACK OF THE ANTENNA.
2. THE OUTER MOST ANTENNAS ON EACH FACE SHALL BE DESIGNATED AS THE RECEIVE ANTENNAS. THE INNER ANTENNAS SHALL BE DESIGNATED AS THE TRANSMIT ANTENNAS.
3. EACH TRANSMISSION LINE SHALL BE LABELED WITH BRASS "TOE TAGS", GRAINGER PART NUMBER 1F035-B, STAMPED WITH 1/4" LETTERS/NUMBERS STAMPS, GRAINGER PART NUMBER 3W639. THE LABELS SHALL BE ATTACHED WITH A SEMIPERMANENT METHOD (I.E. BLACK UV RESISTANT CABLE TIES). THE TAGS SHALL BE PLACED SO AS NOT TO COME IN CONTACT WITH THE CONNECTOR ON THE LINE AND THE METAL OF THE TOWER. LINES SHALL BE LABELED AT THE TOP, BOTTOM AT ENTRY PORT.
4. EACH LINE SHALL ALSO BE LABELED AT THE LIGHTNING/SURGE PROTECTOR MOUNTING PLATE WITH A PRINTABLE LABEL MAKER TO INDICATE LINE NUMBER AND FUNCTION, THE SAME AS THE TOE TAG.
5. THE TAG LABELING SHALL BE AS DESIGNATED IN THE ANTENNA KEY. USE A-ALPHA, B-BETA, G-GAMMA, ON SHEET E02.
6. IN TWO-ANTENNA CONFIGURATION WHERE ONE ANTENNA WILL BE DUPLEXED, THE DUPLEXED ANTENNA SHALL BE LABELED AS RECEIVE.
7. CONTRACTOR SHALL FIELD VERIFY THE EXACT TMA'S (IF THEY ARE REQUIRED) PER THE OPERATIONS MANAGER.
8. COAXIAL FEEDER LENGTHS INDICATED ABOVE ARE APPROXIMATE. CONTRACTOR TO VERIFY ACTUAL LENGTH BEFORE ORDERING.
9. CONTRACTOR SHALL INSTALL PLATFORM OR MOUNTING BRACKETS AND HARDWARE FOR ALL ANTENNAS AND SHALL BE PER THE TOWER MANUFACTURERS STANDARD DETAILS OR APPROVED EQUAL.
10. CONTRACTOR TO FURNISH AND INSTALL AN EXIT PORT (IF ONE IS NOT EXISTING) IN ACCORDANCE WITH THE TOWER MANUFACTURER'S SPECIFICATIONS AND UPON THE TOWER OWNER'S APPROVAL. (TYP. AT PLATFORM AND AT BOTTOM) (FOR MONOPOLE TOWERS ONLY).
11. CONTRACTOR SHALL SUPPLY AND INSTALL INTERMITTENT COAX TINNED GALVANIZED GROUND BARS AT 75' INTERVALS STARTING FROM THE ANTENNA CENTERLINE DOWN (ON SELF SUPPORT AND GUYED TOWERS WHERE APPLICABLE).

# SYMBOLS

## PLAN SYMBOLS

- CONDUIT RUN ABOVEGROUND
- CONDUIT RUN UNDERGROUND
- CONDUIT CAP
- NEUTRAL CONDUCTOR
- HASH MARKS INDICATE NUMBER OF WIRES IN CONDUIT
- GROUND CONDUCTOR
- DISCONNECT SWITCH
- $3 LIGHT SWITCH (3) INDICATES (3) WAY SWITCH
- LIGHT FIXTURE (TYPE ON DRAWING)
- LIGHT FIXTURE (TYPE ON DRAWING)
- RECEPTACLE
  GFCI – GROUND FAULT CIRCUIT INTERRUPTER
  WP – WEATHERPROOF COVER

## GROUNDING PLAN SYMBOLS

- GROUNDING CONDUCTOR ABOVE GROUND
- GROUNDING CONDUCTOR UNDER GROUND
- GND BUS / GND COND — GROUND BUS WITH COMPRESSION CONNECTION
- CADWELD CONNECTION
- MECHANICAL CONNECTION
- GROUND ROD
- GROUND INSPECTION / TESTWELL

## SCHEMATIC SYMBOLS

- GROUND
- TRANSFORMER
- BREAKER (SIZE AS NOTED)
- METER
- FUSED DISCONNECT SWITCH (SIZED AS NOTED)
- NON-FUSED DISCONNECT SWITCH (SIZED AS NOTED)
- DUPLEX RECEPTACLE (120V)
- GENERATOR RECEPTACLE (240V, 1ø)
- ENCLOSURES

# GENERAL NOTES

1. THE CONTRACTOR SHALL SUPERVISE AND DIRECT ALL WORK USING HIS BEST SKILL AND ATTENTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, PROCEDURES AND SEQUENCES FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.

2. THE CONTRACTOR SHALL VISIT THE JOB SITE TO REVIEW THE SCOPE OF WORK AND EXISTING CONDITIONS INCLUDING, BUT NOT LIMITED TO ELECTRICAL SERVICE AND OVERALL COORDINATION.

3. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO SUBMITTING HIS BID. ANY DISCREPANCIES, CONFLICTS OR OMISSIONS, ETC. SHALL BE REPORTED TO VERIZON WIRELESS BEFORE PROCEEDING WITH THE WORK.

4. THE CONTRACTOR SHALL PROTECT ALL AREAS FROM DAMAGE WHICH MAY OCCUR DURING CONSTRUCTION. ANY DAMAGE TO NEW AND EXISTING CONSTRUCTION, STRUCTURE, OR EQUIPMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED TO THE SATISFACTION OF VERIZON WIRELESS, AT THE EXPENSE OF THE CONTRACTOR.

5. THE CONTRACTOR SHALL SAFEGUARD THE OWNER'S PROPERTY DURING CONSTRUCTION AND SHALL REPLACE ANY DAMAGED PROPERTY OF THE OWNER TO ORIGINAL CONDITION.

6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHETHER SHOWN HEREON OR NOT, AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSES FOR REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED IN CONJUNCTION WITH THE EXECUTION OF WORK.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE SITE WHILE THE JOB IS IN PROGRESS AND UNTIL THE JOB IS COMPLETE.

8. ALL CONSTRUCTION WORK SHALL CONFORM TO THE U.B.C., I.B.C., OR B.O.C.A. AND ALL APPLICABLE LOCAL REGULATIONS, ORDINANCES, STATUTES & CODES.

9. VERIZON WIRELESS SHALL OBTAIN THE CONSTRUCTION PERMIT. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ADDITIONAL PERMITS, LICENSES AND INSPECTIONS NECESSARY FOR PERFORMANCE OF THE WORK AND INCLUDE THOSE IN THE COST OF THE WORK TO THE OWNER.

10. CITY APPROVED PLANS SHALL BE KEPT IN A PLAN BOX AND SHALL NOT BE USED BY WORKMEN. ALL CONSTRUCTION SETS SHALL REFLECT SAME INFORMATION. THE CONTRACTOR SHALL ALSO MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES. THESE ARE TO BE UNDER THE CARE OF JOB SUPERINTENDENT.

11. PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A:10-B:C WITHIN 75 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF THE BUILD OUT AREA DURING CONSTRUCTION.

12. ANY CONNECTION FEES FOR ELECTRICAL SERVICE SHALL BE PAID BY THE CONTRACTOR.

13. BUILDING CODE: (IBC 2012)
[INTERNATIONAL BUILDING CODE (IBC), 2012 AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL (ICC) AND AS ADOPTED BY LOCAL BUILDING AUTHORITY]

14. ELECTRICAL CODE: (NEC 2011)
[NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70 – 2011, NATIONAL ELECTRICAL CODE, AS ADOPTED BY LOCAL BUILDING AUTHORITY]

15. CABLING NOTE – FOLLOW HYBRIFLEX MANUFACTURER'S RECOMMENDATIONS FOR HOISTING CABLE. VERIZON HAS REPORTED THAT HOIST GRIPS MUST BE USED EVERY 200' OF CABLE.

16. GROUNDING NOTE – ANY INSTALLED GROUNDING MUST ACHIEVE A RATING OF 5 OHMS OR LESS.

DESCRIPTION OF PROPOSED SITE USE
THE CONSTRUCTION OF THIS COMMUNICATION TOWER SITE IS FOR THE TRANSMISSION AND RECEPTION OF CALLS FOR A NEW WIRELESS TELEPHONE SYSTEM. NO FLAMMABLE PRODUCTS OR CHEMICALS WILL BE USED OR STORED INSIDE THE SHELTER.

# ABBREVIATIONS

| | | | | | |
|---|---|---|---|---|---|
| AGL | ABOVE GRADE LINE | ELEV | ELEVATOR, ELEVATION | REQ'D | REQUIRED |
| AMP | AMPERE | EQ | EQUAL | SF | SQUARE FEET |
| ARCH | ARCHITECT | EQUIP | EQUIPMENT | SHT | SHEET |
| BLDG | BUILDING | EXIST | EXISTING | SIM | SIMILAR |
| CL | CENTER LINE | FND | FOUNDATION | SPECS | SPECIFICATIONS |
| CONC | CONCRETE | FTG | FOOTING | SSC, INC. | SELECTIVE SITE CONSULTANTS, INC. |
| CONST | CONSTRUCTION | GA | GAUGE | STD | STANDARD |
| CONTR | CONTRACTOR | GALV | GALVANIZED | STL | STEEL |
| DET | DETAIL | GND | GROUND | STRUCT | STRUCTURAL |
| DIA | DIAMETER | HT | HEIGHT | SW | SWITCH |
| DIAG | DIAGONAL | LF | LINEAL FEET | TOC | TOP OF CONCRETE |
| DIM | DIMENSION | MIN | MINIMUM | TC | TOP OF CURB |
| DN | DOWN | MISC | MISCELLANEOUS | TOP | TOP OF PAVING |
| DWG | DRAWING | NTS | NOT TO SCALE | TOS | TOP OF STEEL |
| EA | EACH | OC | ON CENTER | TYP | TYPICAL |
| ELEC | ELECTRICAL | PL | PLATE | UNO | UNLESS NOTED OTHERWISE |

A / –
DETAIL NUMBER
DRAWING NUMBER ON WHICH SECTION OR DETAIL APPEARS. (–) INDICATES REFERENCED FROM SAME DRAWING

1 / –
SECTION NUMBER
DRAWING NUMBER ON WHICH SECTION OR DETAIL APPEARS. (–) INDICATES REFERENCED FROM SAME DRAWING

STATE OF MISSOURI
ROBERT E. JENSEN
NUMBER PE-028974
PROFESSIONAL ENGINEER

STATE OF MISSOURI
SHELTON KEISLING
NUMBER E-27323
PROFESSIONAL ENGINEER

PLANS PREPARED FOR:
verizon wireless

PLANS PREPARED BY:
424 S. Woods Mill Road, Suite 220
Chesterfield, Missouri 63017
Phone: 314-993-1010
Fax: 913-438-7777
SSC

ENGINEERING LICENSE:
STATE OF MISSOURI
PE CERTIFICATE OF AUTHORIZATION #001540

| ENGINEER: | | PE #: | DISCIPLINE: | |
|---|---|---|---|---|
| MLO | MICHAEL L. OWENS | E-29058 | STRUCTURAL/CIVIL | SC |
| KV | KEVIN VANMAELE | E-21561 | STRUCTURAL/CIVIL | SC |
| REJ | ROBERT E. JENSEN | E-26974 | STRUCTURAL/CIVIL | SC |
| TMS | TERRANCE M. SUPER | E-18521 | ELECTRICAL | E |
| SDK | SHELTON D. KEISLING | E-27323 | ELECTRICAL | E |
| DEK | DAVE E. KASPER | E-18063 | ELECTRICAL | E |

DRAWING NOTICE:
THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LENT TO THE BORROWER FOR THEIR CONFIDENTIAL USE ONLY, AND IN CONSIDERATION OF THE LOAN OF THIS DRAWING, THE BORROWER PROMISES AND AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

SUBMITTALS

| DESCRIPTION | DATE | BY | REV |
|---|---|---|---|
| REVISED PER CLIENT COMMENTS | 02/10/14 | DSH | E |
| REVISED PER NEW RF | 02/26/15 | DSH | F |
| REVISED PER CLIENT COMMENTS | 03/10/15 | DSH | G |
| REVISED PER EQUIPMENT APPLICATION | 03/30/15 | DMG | H |
| ISSUED FOR CONSTRUCTION | 03/31/15 | DSH | 0 |
| REVISED PER CITY COMMENTS | 04/29/15 | DMG | 1 |

SITE NAME:
STLC WEST COUNTY

LOCATION NUMBER:
127205

SITE ADDRESS:
724 STRAUB ROAD
BALLWIN, MISSOURI
63011

SHEET DESCRIPTION:
GENERAL NOTES

SSC #: -

SHEET NUMBER:
GN01

✓ MGH 7/28/15

# City Council Memorandum

## Planning and Development Services Division

**To:** Michael Herring, City Administrator

**From:** Aimee Nassif, Planning and Development Services Director

**Date:** July 24, 2015

**CC Date:** August 3, 2015

**Re:** **Development Review Process for Ordinance Amendments**

During a recent, routine policy review, the Planning and Development Services Staff identified a policy which had been formally adopted by City Council, but had not been recorded in the City's Policy Manual, nor had it been incorporated into our formal development review process. This policy provided a slightly expedited process for managing routine text amendments to existing site specific zoning ordinances, which have been reviewed by the Planning Commission and where they have received a 3/4th majority vote. In these instances, a project could bypass the Planning and Public Works Committee and go straight to City Council after recommendation by the Planning Commission.

While the City Council adopted this policy to create an expedited procedure, no formal policy document was incorporated into the City's policy manual and has not, to Staff's knowledge, ever been implemented. Therefore, Staff presented this draft policy to the Planning and Public Works Committee on July 23, 2015 with some updated language to the draft policy pertaining to power of review authority.

At this meeting the PPW reaffirmed this policy for text amendments to existing ordinances to have an expedited process, except for those in which uses are being amended. A motion was then made recommending approval and for this to be forwarded to the City Council for adoption by a vote of 3-0.

Attached to this report please find the proposed City Policy.

**CITY OF CHESTERFIELD**
**POLICY STATEMENT**

| | | | |
|---|---|---|---|
| **CITY COUNCIL** | | **NO.** | 30 |
| **SUBJECT** | Development Review Process for Ordinance Amendments in Planned Districts | **INDEX** | CC |
| **DATE ISSUED** | | **DATE REVISED** | |

## POLICY

Amendments to existing planned district ordinances which receive a 3/4ths majority vote of the Planning Commission, with the majority vote consisting of not less than five votes, whether for approval or denial of the petition, will be forwarded directly to City Council for review and action.

Either Councilperson in the ward in which the subject property is located may refer the petition back to the Planning and Public Works Committee by notifying the Planning and Development Services Director within 24 hours after action by the Planning Commission.

This expedited process is only available and provided to text amendments which do not result in significant and/or substantial changes to the existing site specific ordinance as determined by the Planning and Development Services Director; and shall not be used for any requests to amend existing uses, for change in zoning classification or zoning map amendments.

**RECOMMENDED BY:**

_____ _____
**Department Head/Council Committee (if applicable)** **Date**

**APPROVED BY:**

_____ _____
**City Administrator** **Date**

_____ _____
**City Council (if applicable)** **Date**

**IV.D.**

# Memorandum
# Department of Public Service

**To:** **Mike Herring, CA**

**From:** **Mike Geisel, DPS** MG

**Date:** **7/7/2015**

**Re:** **Grant of easement**
**Monarch-Chesterfield Levee District**

---

In conjunction with Corps of Engineers maintenance recommendations and anticipated levee improvements, the Monarch-Chesterfield Levee District has requested the grant of a permanent easement on the unprotected side of the Monarch-Chesterfield Levee, at the east end of the Chesterfield Valley Athletic Complex (CVAC). This easement, consisting of .308 acres (13,417 square feet) is proposed between the current levee alignment and its prior (pre-1993) location. This easement is located north of the undeveloped City owned property at the far eastern extent of the CVAC. There are no plans or conceptual public uses of this property. It is simply a remnant of unusable land which resulted from the levee relocation and reconstruction after the 1993 flood.

Specifically, the Corps is desirous of maintaining control of property immediately adjacent to the levee to prevent impediments, structures, and excessive vegetation. The levee district is compensating land owners at the rate of $10,000 per acre for similar unprotected land and as such, we anticipate approximately $3,000 as compensation for this grant of easement.

Accordingly, **I recommend and request that this information be provided to the Planning and Public Works Committee for review and consideration, in expectation that the Committee will favorably forward a recommendation to the full City Council authorizing the grant of easement through passage of the proposed ordinance attached hereto.**

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

attachments

OK'd
7/7/15

Space Above for Recorder's Use Only

## DOCUMENT COVER SHEET

| | |
|---|---|
| **TITLE OF DOCUMENT:** | Permanent Levee Easement Deed |
| **DATE OF DOCUMENT:** | _____, 2015 |
| **GRANTOR(S):**<br>Mailing Address: | **City of Chesterfield, Missouri**<br>690 Chesterfield Pkwy W<br>Chesterfield, Missouri 63017 |
| **GRANTEE(S):**<br>Mailing Address: | **Monarch-Chesterfield Levee District**<br>c/o Husch Blackwell LLP<br>190 Carondelet Plaza, Suite 600, Clayton MO 63105 |
| **LEGAL DESCRIPTION:** | See Exhibit A |
| **REF. BOOK & PAGE:** | **N/A** |

This document was prepared by
and after recording return to:
Husch Blackwell LLP
Attention: David Human
190 Carondelet Plaza, Ste 600
St. Louis, MO 63105

# PERMANENT LEVEE EASEMENT DEED

THIS PERMANENT LEVEE EASEMENT DEED (this "Easement Deed") is made and entered into this _____ day of _____, 2015, by and between the CITY OF CHESTERFIELD, MISSOURI, a political subdivision of the State of Missouri ("Grantor"), and the MONARCH-CHESTERFIELD LEVEE DISTRICT, a Missouri Levee District organized under Chapter 245 RSMo. (2013), and its successors and assigns ("Grantee"). The Grantor hereby gives, grants, extends, confers, declares and establishes the following easement, rights and obligations running to the benefit of Grantee:

## SECTION I
## GRANT OF PERMANENT EASEMENT

For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, extends, confers, declares and establishes to Grantee and its successors and assigns, a perpetual and assignable right and easement to construct, maintain, repair, operate, patrol and replace a flood protection levee, pump station, storm water drainage improvements, including all appurtenances thereto, and a seepage berm, together with a right of ingress and egress; reserving however, to the Grantor, and its heirs, successors and assigns, all such rights and privileges in the easement area as may be used without interfering with or abridging the rights and easement hereby acquired, over, upon and across the property described on **Exhibit A** and depicted on **Exhibit B** attached hereto (the "Permanent Levee Easement"). The Permanent Levee Easement Granted in this Easement Deed shall be perpetual.

## SECTION II
## USE RESTRICTIONS

Grantor shall have the right to use the Easement in such manner so as not to interfere with or abridge the rights herein granted to Grantee, subject to the following conditions:

1. No improvement or use that would alter, diminish, damage or interfere with the performance, operation, or maintenance of the Monarch-Chesterfield levee system, including this easement, is permitted.

2. The placement of additional fill over and above, storage of any sort whatsoever, or the construction of any improvements on the Easement for any purpose shall be first subject to review and written approval by Grantee. Requests for approval shall be accompanied by such analyses, design drawings and details, and supporting documentation, as may be necessary to allow for a full review and evaluation of any potential impact upon the Easement by Grantee.

## SECTION III
## ASSIGNMENT

Grantee may transfer or assign its rights hereunder to any successor levee or drainage district, the State of Missouri, County of St. Louis, Missouri or to any other state or federal political subdivision.

## SECTION IV
## CONSTRUCTION/BINDING EFFECT

This Easement Deed has been entered into and shall be construed in accordance with the laws of the State of Missouri. The Easement Deed shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, this Permanent Levee Easement Deed is executed on the day and year first above written.

**GRANTOR:**

CITY OF CHESTERFIELD, MISSOURI

By: _____
Name: _____
Title: _____

**STATE OF** _____ )
) **SS.**
**COUNTY OF** _____ )

On this __ day of _____, 2015, before me personally appeared_____ _____, the _____ of the City of Chesterfield, Missouri, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

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

_____
Notary Public

My Commission Expires:

_____

(SEAL)

# Exhibit A

## Legal Description of the Permanent Levee Easement

April 6, 2015 EJK Re: City of Chesterfield
Area of Levee Easement
Parcel 16V-22-0055

20333-0

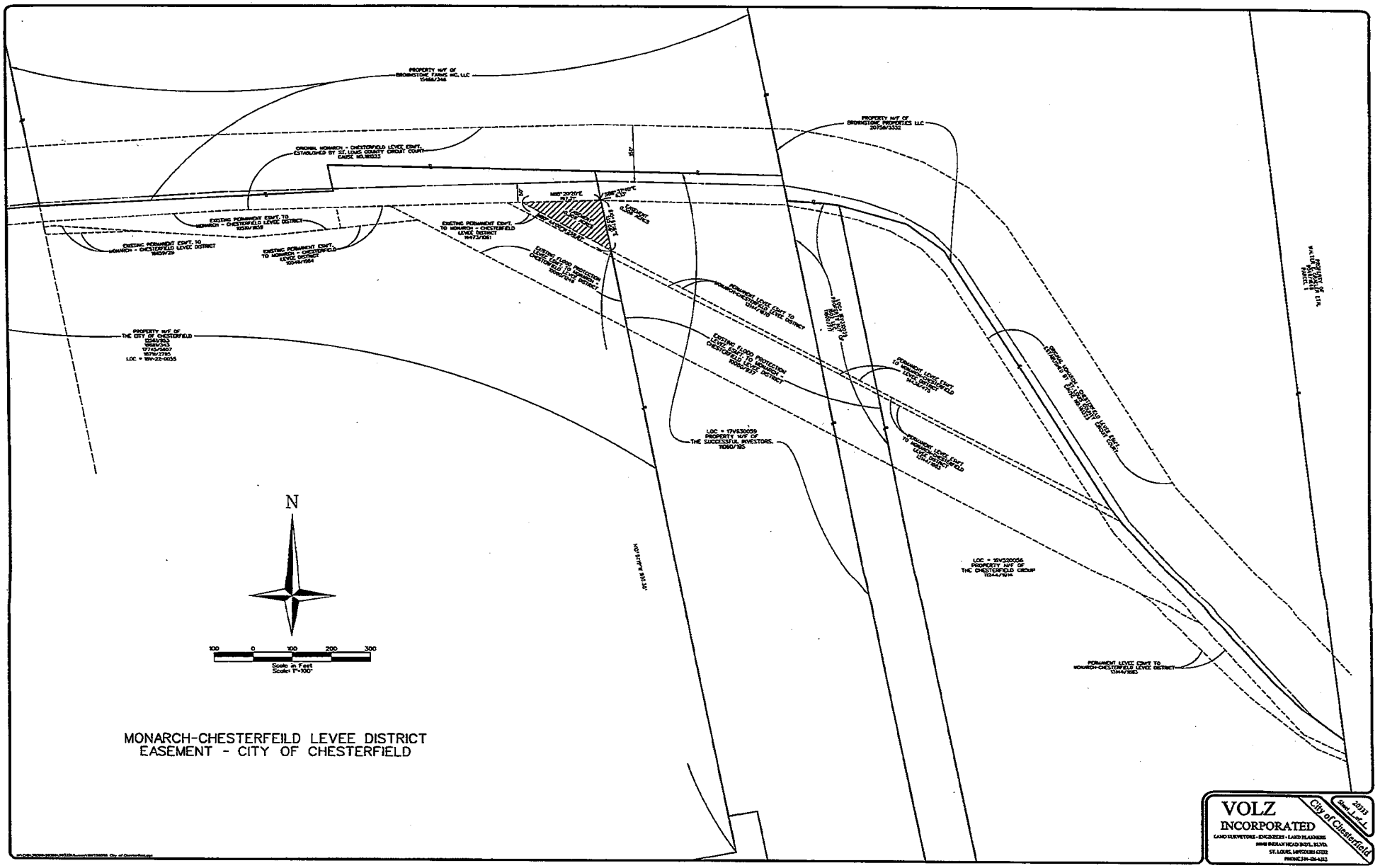
A tract of land being part of U.S. Survey 419, Township 45 North – Range 3 East, City of Chesterfield, St. Louis County, Missouri and being more particularly described as follows:

Beginning at a point on the East line of property described in the deed to City of Chesterfield recorded in Book 18711 page 2795 of the St. Louis County Records, said point being distant North 10 degrees 51 minutes 19 seconds West 1650.38 feet from the Southeast corner of said City of Chesterfield property, being also on the North line of permanent easement to the Monarch–Chesterfield Levee District recorded in Book 14473 page 1061 of the St. Louis County Records; thence Westwardly along the said North line North 60 degrees 44 minutes 00 seconds East 259.87 feet to the South line of the 200 feet wide Monarch–Chesterfield Levee Easement established by St. Louis County Circuit Court Cause No. 181323; thence Eastwardly along said South line North 88 degrees 20 minutes 20 seconds East 197.21 feet and South 88 degrees 37 minutes 40 seconds East 4.13 feet to the aforementioned East line of the City of Chesterfield property; thence Southwardly along said East line South 10 degrees 51 minutes 18 seconds East 136.08 feet to the point of beginning and containing 13,443 square feet or 0.308 Acres according to calculations by Volz Inc. during April 2015.

Exhibit B

Depiction of the Permanent Levee Easement

[attached hereto]


PROPERTY N/F OF
BRONSTONE FARMS INC. LLC
10486/348
PROPERTY N/F OF
BRONSTONE PROPERTIES LLC
20758/3332
ORIGINAL MONARCH - CHESTERFIELD LEVEE EST.
ESTABLISHED BY ST. LOUIS COUNTY CIRCUIT COURT
CAUSE NO. 181033
EXISTING PERMANENT EST. TO
MONARCH - CHESTERFIELD LEVEE DISTRICT
10261/1839
EXISTING PERMANENT EST. TO
MONARCH - CHESTERFIELD LEVEE DISTRICT
11659/29
EXISTING PERMANENT EST. TO
MONARCH - CHESTERFIELD
LEVEE DISTRICT
10346/1994
EXISTING PERMANENT EST.
TO MONARCH - CHESTERFIELD
LEVEE DISTRICT
14473/1061
N88°20'20"E
91.07'
S88°21'40"E
40.0'
LOCATION
CLOSE-UP
EXISTING FLOOD PROTECTION
EASEMENT TO MONARCH
CHESTERFIELD LEVEE DISTRICT
10346/1994
PERMANENT LEVEE EST. TO
MONARCH-CHESTERFIELD LEVEE DISTRICT
12474/410
EXISTING FLOOD PROTECTION
EASEMENT TO MONARCH
CHESTERFIELD LEVEE DISTRICT
10346/1977
PERMANENT LEVEE EST.
TO MONARCH-CHESTERFIELD
LEVEE DISTRICT
10346/1975
PERMANENT LEVEE EST.
TO MONARCH-CHESTERFIELD
LEVEE DISTRICT
10346/1973
PROPERTY N/F OF
THE CITY OF CHESTERFIELD
12346/1953
18859/353
17745/5487
18781/2780
LOC = 19V-22-0035
LOC = 17V530059
PROPERTY N/F OF
THE SUCCESSFUL INVESTORS
10360/785
LOC = 19V530056
PROPERTY N/F OF
THE CHESTERFIELD GROUP
13344/1936
PERMANENT LEVEE EST. TO
MONARCH-CHESTERFIELD LEVEE DISTRICT
13344/1933
N
100 0 100 200 300
Scale in Feet
Scale: 1"=100'
MONARCH-CHESTERFEILD LEVEE DISTRICT
EASEMENT - CITY OF CHESTERFIELD
VOLZ
INCORPORATED
LAND SURVEYORS • ENGINEERS • LAND PLANNERS
2018
Sheet 1 of 1
City of Chesterfield

IV.E.

Community Services & Economic Development
636-537-6721
ltucker@chesterfield.mo.us

City of Chesterfield

# MEMO

SEE BILL # 3046
✓MGH

DATE: July 16, 2015

TO: Mike Herring, City Administrator

FROM: Libbey Tucker
Community Services & Economic Development Director

COPY: Mike Geisel, Director of Public Services

RE: Ordinance to Join the Show Me PACE Clean Energy District

---

In January, City Council passed Ordinance 2829 authorizing the City to join the Missouri Clean Energy District, allowing for businesses to finance energy efficiency upgrades or such new projects through the district's private capital sources with financing over a 20-year period through a property assessment. This was made possible by the State of Missouri enacting the Property Assessed Clean Energy Act or PACE in 2011.

Since that time, a second clean energy district, The Show Me PACE clean energy district, administered by Missouri Energy Initiative has since been formed. By passing an ordinance to also join the Show Me PACE District, Chesterfield will provide its business owners with two options to fund their PACE projects. I have been contacted by Jack Kramer of Cynergy Services, a Chesterfield business owner, who finds it more cost and time-efficient to utilize the services of the Show Me PACE Clean Energy District. His business will be managing the project upgrades to the Cambridge Engineering facility and he also has several other energy efficiency projects lined up that need installation before the winter heating season. I have attached an e-mail from Mr. Kramer that outlines his request to expedite the approval process for the City joining the district. The request could be met by holding two readings of the Bill at the August 3 City Council meeting.

The Show Me PACE Clean Energy District was formed with the following guiding principles:

- Nonprofit driven, low-cost administration structure.
- Market is open to all building owners, developers and finance providers.
- The Clean Energy Board promotes community economic development and sustainability.
- There is alignment with the interests of mortgage lenders such that every PACE assessment requires mortgage lender consent and institutional grade underwriting.

The board of the Show Me PACE Clean Energy District will manage approval of projects and ongoing collection of assessment payments as administered by the Missouri Energy Initiative and Development Dynamics. The Missouri Energy Initiative (MEI) is a nonprofit association of public and private-sector entities, united together with the sole purpose of enhancing and

improving energy-related activities in Missouri. Development Dynamics, located in O'Fallon, is a specialist in the economic development tax analysis and advisory services for clients interested in the implementation of often difficult and time consuming economic development programs. The board will provide annual reports to the city of Chesterfield and any other participating cities. Maryland Heights is also in the process of joining the Show Me PACE District.

The City of Chesterfield may elect to appoint a member to the *advisory* board of the Show Me PACE district, which I recommend would be Mike Geisel, Director of Public Services. As with the other district, the City has **no obligations** of staff time spent on reviewing projects or financial obligations in this process. We simply have to agree to join the district to enable businesses to utilize this second funding option.

Ord'd MGH

**I have discussed this program with Mr. Geisel, who is supportive. Together, we request that the Planning & Public Works Committee consider this ordinance at their July 23 meeting for recommendation for approval to City Council at the August 3 meeting.** Following passage of the ordinance, no further oversight is required of the City.

Attachment: Jack Kramer e-mail

✓MGH
7/15/15

From: Jack Kramer <jkramer@cenergyservices.com>
To: Libbey Tucker
Cc: Michael Herring
Subject: Pace financing Ordinance for Cambridge Engineering Project
Sent: Mon 7/13/2015 12:57 PM

Libbey,

In following up on our recent conversation regarding the above energy savings project, I would like to appeal to you and the administration for an approval by the August 3rd City Council meeting by either:

1. Avoid going to committee
2. Doing a double reading at one council meeting.

The timing is important to us for several reasons. First, our subcontracts are at a point where we are facing price increases later this summer. And, our support staff will be on demand for other projects later this summer.

Secondly, and perhaps more important, is that we (Cenergy Services) are working on several other projects where this Pace Equity financing may be the driver in securing energy savings opportunities. With the winter heating season just months away, it is critical that we initiate the proposals as soon as possible. We don't feel comfortable submitting the Pace financing option until we have your approval.

I thank you for your cooperation thus far, and hope this request is not asking too much.

Hopefully, this Pace financing concept will make Chesterfield a better place for businesses to thrive.

Respectfully submitted,

Jack Kramer
Managing Principal
Cenergy Services
636.898.3302
636.536.1910 fax
jkramer@cenergyservices.com

IV.F.

City of Chesterfield
EST. 1988
Planning
Public Works
Parks & Recreation
Development Services
DEPARTMENT OF PUBLIC SERVICES

**DATE:** July 2, 2015

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

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

SEE BILL # 3047
MGH 7/28/15

**RE:** Stop and Yield Control Schedules
Model Traffic Ordinance

---

As you will recall, in 2014 the Department of Public Services conducted a review of each of the Schedules contained within the Model Traffic Ordinance. A number of modifications were recommended and approved by City Council. Since that time, the Intersection Stops Schedule (Schedule VI) and the Yield Intersections Schedule (Schedule VII) have been further studied to ensure strict adherence to the City's sign database and current postings. As part of this study, 31 discrepancies have been found, as detailed in the attached memorandum from Civil Engineer Chris Krueger. **Accordingly, City Staff is recommending that Schedule VI and Schedule VII be modified to accurately reflect the current postings. Please be advised that we are recommending no new postings, or changes in the current "stop" and "yield" postings, throughout the City of Chesterfield.** This is strictly a housekeeping matter to ensure our traffic control schedules accurately reflect the current traffic control postings.

**Action Recommended**

This matter should be forwarded to the Planning and Public Works Committee. Should the Planning and Public Works Committee concur with Staff's recommendation, the attached ordinance should be forwarded to City Council for its consideration.

OK'D
MGH
7/5/15

# MEMORANDUM

**DATE:** July 2, 2015

**TO:** Jim Eckrich, Public Works Director/City Engineer

**FROM:** Chris Krueger, Civil Engineer

**RE:** Stop and Yield Controlled Schedule Revisions

---

As you know, in September of 2014 a large revision of Schedules I thru XVII of the Model Traffic Ordinance was adopted by Ordinances 2809, 2810 and 2811. Since that time, the Stop and Yield Intersection Schedules have been further studied by the GIS/Mapping Division to verify strict adherence with the City Sign Database and current postings. Several additions and deletions are recommended, and these have been summarized below. The entire revised schedules are included within the attached proposed ordinance.

## Additions to Schedule VI. Intersection Stops

| | Intersection | Traffic on Highway, Road, Street or Alley Listed Below Shall Stop |
|---|---|---|
| 1 | Baxter Crossing Lane and Westmeade Drive | Westmeade Drive (northbound and southbound) |
| 2 | Beagle Lane and Walfield Lane | Walfield Lane (northbound) |
| 3 | Burkhardt place and Veterans Place Drive | Veterans Place Drive (northbound) |
| 4 | Chesterfield Commons Drive and THF Boulevard | THF Boulevard (eastbound and westbound) |
| 5 | Chesterfield Commons East Road and THF Boulevard | THF Boulevard (eastbound) |
| 6 | Chesterfield Commons East Road and Common Frontage Road | Commons Frontage Road (eastbound) |
| 7 | Chesterfield Mall North Entrance and Chesterfield Center | Chesterfield Mall North Entrance (southbound and eastbound) |
| 8 | Countryside Manor Parkway and Countryside Forrest Court | All-Way Stop |
| 9 | Countryside Manor Parkway and Countryside Manor Court | All-Way Stop |
| 10 | Countryside Manor Parkway and Countryside Manor Place | All-Way Stop |
| 11 | Creve Coeur Mill Road and Amiot Court | Amiot Court (eastbound) |
| 12 | Creve Coeur Mill Road and Terra Vista Drive | Terra Vista Drive (eastbound) |
| 13 | Glen Valley Drive and Glen Hollow Drive | Glen Hollow Drive (northbound) |
| 14 | Land O Woods Drive and Judson Manor Drive | Judson Manor Drive (eastbound and westbound) |
| 15 | Old Baxter Road and Baxter Lane | Baxter Lane (westbound) |
| 16 | Old Baxter Road and Hedgeford Drive | Hedgeford Drive (northbound) |

| | | |
|---|---|---|
| 17 | Public Works Drive, THF Boulevard, and Chesterfield Valley Drive | THF Boulevard (westbound), Chesterfield Valley Drive (eastbound) |
| 18 | RHL Drive and THF Boulevard | THF Drive (eastbound and westbound) |
| 19 | RHL Drive and Commons Frontage Road | All-Way Stop |
| 20 | Timberlake Manor Parkway and Timberbluff Drive | Timberbluff Drive (northbound) |
| 21 | White Lane Drive/Brookhaven Place | Brookhaven Place (southbound) |

## Deletions to Schedule VI. Intersection Stops

| | Intersection | Traffic on Highway, Road, Street or Alley Listed Below Shall Stop |
|---|---|---|
| 1 | Green Trails Elementary and Portico Drive (Manually operated) | Portico Drive (northbound) |
| 2 | Green Trails Elementary and Portico Drive (Manually operated) | Portico Drive (southbound) |
| 3 | Portico Drive at the crosswalk in front of the Green Trails Elementary School | Portico Drive during school hours when manually operated signs are facing traffic |

Manual stop signs at Green Trails Elementary do not exist on Portico Drive.

## Additions to Schedule VII. Yield Intersections

| | Intersection | Traffic on Highway, Road, Street or Alley Listed Below Shall Stop |
|---|---|---|
| 1 | Cedarmill Drive and Baxter Ridge Drive | Baxter Ridge Drive (northbound) |
| 2 | City Center Drive and Stemme Drive | Stemme Drive (eastbound), City Center Drive (westbound) |
| 3 | Main Circle Drive | Main Circle Drive at Roundabout (northbound) |
| 4 | Nooning Tree Drive and Brightfield Manor Drive | Nooning Tree (northbound and southbound), Brightfield Manor Drive (westbound) |
| 5 | Old Baxter Road | Old Baxter Road at Roundabout (southbound) |
| 6 | Park Circle Drive and Main Circle Drive | Park Circle Drive (westbound) |
| 7 | Yarmouth Point Drive and Candish Lane | Candish Lane (northbound) |

## Deletions to Schedule VII. Yield Intersections

None.

### Action Recommended

The proposed ordinance attached should be forwarded to the Planning and Public Works Committee. Should the PPW Committee concur with staff's recommendation, and approve the schedule revisions, the ordinances should be forwarded to City Council.

IV.G.

**Memorandum**
**Department of Public Service**

**To:** **Mike Herring, CA**
**From:** **Mike Geisel, DPS** MG
**Date:** **7/15/2015**
**Re:** **Veteran's Honor Park**

---

I am pleased to report, significantly due to your assistance, the Veteran's Honor Park group has been quite successful in their initial fund raising efforts. To date, in roughly 9 months, the group has already secured more than $444,000 in contributions for this project. As you know, the City Council previously authorized $500,000 towards this project based upon a dollar for dollar match from non-city sources. In conjunction with the $500,000 initial allocation, City Council authorized a contract in an amount not to exceed $70,000 for preliminary engineering, surveys, investigations, cost estimates and preparation of exhibits such that fund raising could be effectively initiated.

Now that the Veteran's Honor Park Group has successfully obtained more than $444,000 in donations, I recommend that Council authorize this project move on to the next phase, which will result in final engineering design, refined cost estimates, definition of final materials, and completion of construction documentation for bidding. Taking this next step to initiate final design not only moves the project forward incrementally, but more importantly it provides necessary detailed documentation in anticipation of our Municipal Parks Grant application in early fall. Having the detailed documents will allow us to submit our grant application in the form required by the Grant Commission. We anticipate that our grant application will request slightly more than $500,000 in grant funds.

As the Veteran's Honor Park group continues to fundraise, and if we are successful in obtaining the Municipal Parks Grant, we have the potential for bidding and constructing this project in 2016. Anticipating a successful grant application, with notice being provided by the end of the year, we cumulatively have approximately $1.5 million available for the project while fundraising efforts continue. It is also reasonable to expect that as the project becomes closer to realization, that additional donors will become available.

The next phase of this project requires executing phase two of the professional services contract with Powers Bowersox, in an amount not to exceed $155,000. This contract phase is to be funded by the Council's prior funding authorization, already earmarked and reported as a future liability in our regular financial

updates. As approved by City Council in September of 2013, $500,000 was allocated and set aside pending the initiation of fund raising activities, to be expended on a dollar for dollar match basis. To date, in excess of $444,000 has been raised. The City previously contracted for the preliminary design effort in the amount of $70,000. This recommendation to proceed with final engineering design in an amount not to exceed $155,000, results in a total cumulative expenditure by the City in an amount not to exceed $225,000. This amount is well below the dollar for dollar matching threshold already achieved by the Veteran's Honor Park group. Simultaneously, preparation of final construction documents and cost estimates provides for a more complete grant submission this fall, potentially increasing the evaluation score and improving the probability of success.

OK'd MEH

**Accordingly, I request and recommend that this information be provided to the Planning and Public Works Committee for their consideration and authorization to proceed to the next design phase, as was originally conceived, funded and approved by City Council in the fall of 2013.**

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

attachments

✓MEH 7/15/15

cc Craig White - Finance Director
Tom McCarthy – Parks, Recreation and Arts Director
Jim Eckrich – Public Works Director\City Engineer
Zach Wolff – Civil Engineer

**RECOMMENDATIONS – PARKS/RECREATION COMMITTEE**

As detailed in the enclosed MEMO, the Parks/Recreation Committee met on Monday, September 16. While a number of different items were discussed, only the attached proposal regarding a **"VETERAN'S HONOR PARK"** now requires specific action by City Council, before moving forward.

As Mr. Geisel explains, the Parks/Recreation Committee voted unanimously to endorse this project and to recommend that City Council **approve the earmarking of up to $500,000 from General Fund – Fund Reserves (Funds in EXCESS of the City's "40% Policy"), on a dollar-for-dollar matching basis for this project and to authorize the immediate expenditure of $70,000, from that $500,000, for preliminary design services.**

Should you have any questions, please contact Chairperson Elliot Grissom, any other member of the Parks/Recreation Committee, Mr. Geisel or me, prior to Monday's meeting.

ok'd
Rubey Tucker
9/24/13

# MEMORANDUM

**DATE:** **September 17, 2013**

**TO:** **Mike Herring, City Administrator**

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

**RE:** **Veterans Honor Park**

---

As you are aware, at their regular meeting on Monday, September 16th, the Parks and Recreation Committee voted unanimously to support the Veterans Honor Park as a City Project. In identifying this as a City Project, donors now have the ability to make contributions to the project and enjoy the tax benefits associated with a municipal donation.

In addition, **the Parks and Recreation Committee unanimously endorsed and recommended to the full City Council, earmarking up to $500,000 from General Fund – Fund Reserves based upon a dollar for dollar match and to immediately authorize $70,000 of these earmarked funds to engage the design firm of Powers Bowersox Associates for preliminary design services.**

As such, I recommend and request that this proposal be forwarded to the City Council at the earliest opportunity for affirmation. As you are aware, there were other actions and discussions at the Parks and Recreation Committee, which will be summarized and forwarded in the minutes as soon as practicable. Unfortunately, it is simply not possible to prepare minutes of the meeting in time to include them in the upcoming Council meeting packet. The remaining items will be forwarded for inclusion in the subsequent Council packet.

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

2

# MEMORANDUM

**DATE:** August 15, 2013

**TO:** Michael Herring, City Administrator

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

**RE:** Veterans Honor Park

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As you know, for many years, the City has expressed interest in the development of a Veteran Memorial at Central Park. In fact, City Council authorized and directed that a portion of Central Park, located just north of Veterans Place Drive, be set aside and designated as the future location for a Veterans Memorial. Former Mayor Nations, former Acting Mayor Flachsbart and former Mayor Geiger directed that you and I interact with and attempt to facilitate discussions by various groups of interested veterans. Unfortunately, for several years, efforts to make the Veteran's Memorial a reality lacked momentum and were not much more than a wish with little direction or momentum. Over the course of the last year, a small committee has taken the initiative to move this project forward.

This project took its first significant step toward reality when, just last month, City participation in this project ($500,000) was specifically identified in a memorandum presented to the F&A Committee. That memorandum proposed that the entire amount of available General Fund - Fund Reserves, above and beyond the City's "40% Policy", be set aside and designated as a "Capital Project and Replacement Fund". The Committee took the recommendation under advisement and will hopefully endorse it, at its August 26 meeting, before forwarding it on to City Council for final review and approval.

I've attached hereto, a copy of the Veterans Committee's request for City Participation. **I request that this item be forwarded to the Parks and Recreation Committee for consideration, such that it can formally be identified as a City Project and design processes can begin immediately while the Veterans Committee concurrently initiates fund raising activities.**

I am proposing, for consideration by the Parks and Recreation Committee, the following series of steps:

1) Upon concurrence by the Committee, a recommendation for funding from the Capital Project & Replacement Fund would be forwarded to City Council after review by the Finance and Administration Committee. The funding authorization by City Council would be based upon:
   a. Allocating an amount not to exceed $500,000 for the project, assuming an eventual dollar-for-dollar match with funds raised through the efforts of the Veterans Committee and/or other donors.
   b. From the $500,000 total allocation, immediately fund the preliminary design services. The preliminary design phase is estimated to cost $70,000. The proposed expenditures identified in "b." and "c" would, of necessity, need to occur before any matching funds have been raised, as the study/design to be funded will actually facilitate the necessary fund-raising.
   c. Upon completion of the preliminary design phase and review by the Parks and Recreation Committee, fund the final design services from the original $500,000 allocation. The final design, including preparation of construction documents is estimated to cost $155,000, but would be negotiated after preliminary design and approvals. Please note, the final design and preparation of construction documents does not proceed until the preliminary design is complete and accepted by the City.
2) Veterans Committee concurrently initiates fund raising efforts.
3) Collective research for potential grant sources of funding.
4) Once the design is complete and full funding is assured, the Department of Public Services will initiate the contractual bidding process for construction of the Honor Park.

The Veterans Committee is energetic and motivated. They are confident in their ability to accomplish fund raising to make this project a reality. By allocating the $500,000 matching contribution from the Capital Project & Replacement Fund and immediately initiating the preliminary design, the City will provide its considerable influence and substantiate the reality of this project. It will most certainly facilitate fund raising. Proceeding with the design effort allows accurate cost estimation and provides for the actual construction to proceed as soon as the fund raising targets are realized.

I look forward to discussing this at the Parks and Recreation Committee.

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

Attachment

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

ok'd
8/15/13
NEXT PARKS/REC. COMMITTEE MTG

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

Dear Mr. Herring:

As you know, we represent a small committee that has taken the lead in developing the concept and plans for the Veteran's Honor Park that the City has repeatedly indicated it desired for Central Park. For too many years, the plans for a Veteran's Honor Park have lacked focus and have failed to materialize into a tangible product that could be shared. Over the course of the last year, with the help and support of elected officials and Chesterfield City Staff, our committee has developed a project concept, vision, and strategy. Employing the services of the architects used for the City's amphitheater to ensure seamless integration at the linear park site, the committee considered several design concepts and developed visual materials which serve as the basis for this project to move forward. We are very impressed with the beauty of the amphitheater and hope our project will be an equally great asset to the City of Chesterfield.

Enclosed are concept level visuals for the "Veteran's Honor Park", which would be located in the Central Plaza along Veteran's Place Drive, within Central Park. We specifically decided to pursue the name "Honor Park" to commemorate and honor all veterans; past, current, and future. We were determined to create a place that was interactive, reflective and respectful, but did not desire to create a melancholy or mournful place. We believe we have achieved that balance. We also believe that the proposed Honor Park compliments the amphitheater and Central Park, and would represent Chesterfield in a very positive manner.

Having now developed a project concept, the next steps include making this concept a project, obtaining financing, and finally constructing the project. Having the concept defined allows the design professionals to develop a concept level budget. Understanding that a concept level budget includes contingencies related to both design and construction, it is, by its very nature, conservative. There are simply too many unknowns to consider this a project budget, but it should be understood that this is a conservative estimate as to the potential project costs for design and construction. The architect's concept level estimate for the design and construction of the Honor Park, as provided herein, is $1.78 million, including recommended contingencies.

It is also assumed, based upon the City's involvement and the fact that the project would be built on City owned property, that the proposed construction would be contracted and managed by City Staff. It is also expected that once the Honor Park is

built, it would become a City asset, owned and maintained by the City of Chesterfield. While the Committee desires to be involved and participate on an ongoing basis, it is recognized that the City maintains complete control over the design, contracting, and construction processes.

The next steps, in our mind, are to initiate the preliminary design and concurrently begin our fund raising efforts. The visual project concepts developed in the last year, will aid us greatly as we approach donors and benefactors to make this project a reality. However, we recognize that design and fund raising should occur concurrently for this project to move forward. Without a definite project commitment, we fear the project will continue to languish and lose momentum. Included in the attached concept level project estimate, there are two phases of design; 1) the preliminary design which includes refinement of the concept, as well as a much more rigorous effort to define project details and physical site conflicts, and 2) preparation of a final design including bid documents, construction drawings, specifications, and construction administration.

Inasmuch as we have worked with Powers – Bowersox, the architect who designed the amphitheater, in the concept development, and inasmuch as we believe it is desirable and most efficient to use the design professional associated with the Amphitheater construction to ensure the compatibility and integration of the project, we solicited a proposal for these professional services from Powers – Bowersox. The preliminary design phase is estimated to cost $70,000, and the final design, including preparation of construction documents is an additional $155,000. Please note, the final design and preparation of construction documents does not proceed until the preliminary design is complete and accepted. While we hope this would not occur, the project could terminate prior to authorizing the final design phase. Proceeding with the final design requires acceptance and approval prior to making the decision to move forward.

All of above leads us to the next step, which will actually make this a "City Project". Our Veteran's Honor Park committee is dedicated to the project and committed to raising funds to make construction a reality. We are equally committed to seeing this project become a reality in the very near future. It is time, now, to construct the Veteran's Honor Park at Central Park. In order to best position the committee to successfully solicit funds and approach donors, we need and would like to request more direct assistance from the City. At this point, we'd like to request that the City commit to participating financially to fund the project. In order to take advantage of the current momentum, we are requesting that the City consider an immediate commitment of $225,000 to fully fund the design of the Veteran's Honor Park, allowing preliminary design to commence immediately. Thus, we would be able to advise potential donors that the project design is in process, and the City has committed funding. This would be a great asset to the committee. Cumulatively, we would ask that the City ultimately consider a total matching contribution of up to $500,000,

inclusive of the original $225,000 sought above. The total $500,000 contribution would be subject to the committee's success in obtaining at least $500,000 in matching contributions. If possible, we would also ask that the City, as a public agency, to be willing to apply for grants and assistance whenever possible to supplement the project funding, with no additional financial contribution from the City.

In short, the Committee sincerely appreciates the City's long stated desire to construct a Veteran's Honor Park in Central Park along Veteran's Place Drive. The committee is excited to initiate fund raising while sustaining the project momentum. While funding is always difficult, we would like the City to consider a cumulative matching donation not to exceed $500,000, including an up-front authorization to initiate the design phases of the project, estimated at $225,000. We request that the City authorize $70,000 of this amount for the preliminary design phase which would begin immediately. At the completion of the preliminary design phase, a presentation would be made to City Council and we would request that City Council authorize us to proceed with the second phase of design, incurring the remaining design cost. The second phase of design, and the associated $155,000, would not be initiated or obligated without subsequent approval by the City.

We welcome the opportunity to meet and discuss this with you, the Mayor, and elected officials at your convenience. You can call either Lee Wall at 636-532-9666, or Jan Misuraca at 314-780-7472. We look forward to hearing from you and hope you share the excitement and anticipation of bringing this long sought Veteran's Honor Park to reality.

All the best,

Jan Misuraca Nancy Sansone

Lee Wall (WWII Veteran), Jan Misuraca, Nancy Sansone, Stan Dampier (Vietnam Veteran) and David Kanevsky (Vietnam Veteran)

8/12/13

**Preliminary Project Cost Estimate DRAFT**
Proposed Veterans Honor Park in Central Park
City of Chesterfield, Missouri
Powers Bowersox Associates, Inc.
May 8, 2013

| | $ |
|---|---|
| 1. Construction costs-see preliminary construction cost estimate | 1,312,000 |
| 2. Permits-city deferment? | 13,000 |
| 3. Professional fees-architect, engineers, specialized consultants | 164,400 |
| 4. Presentation model | 3,500 |
| 5. Renderings | 5,000 |
| 6. Surveying | 1,440 |
| 7. Geotechnical engineering (soils testing, foundation recommendations, testing) | 6,000 |
| 8. Printing, reimbursable expenses allowance | 3,500 |
| 9. Public information materials-pr, written and social media-(allowance) | 15,000 |
| 10. Other miscellaneous costs (allowance) | 25,000 |
| Total: | $1,548,840 |
| Project Contingency: @ 15% | 232,330 |
| Project Total: | $1,781,170 |

Note: The construction costs included in item one includes a 10% contingency.

**Preliminary Construction Budget Estimate**
Proposed Veterans Honor Park in Central Park
City of Chesterfield, Missouri
Powers Bowersox Associates, Inc.

Estimate Date:
8-May-13

| Description | Qty | Unit | Cost/Unit | Total | | |
|---|---|---|---|---|---|---|
| Demolition - remove existing wall, pavers, fountain | | | Allowance | $4,500 | | |
| Survey Site Layout | | | Allowance | $2,000 | | |
| Earthwork - excavation grading, erosion control, clean-up | | | Allowance | $20,000 | | |
| Paths - exposed aggregate concrete walks | 5,000 | sf | $7.00 | $35,000 | $61,500 | Civil/Site Sub Total |
| Monument - stone veneer, etched seals, lettering | | | Allowance | $115,000 | | |
| Monument - installation | | | Allowance | $70,000 | | |
| Monument - structural concrete foundation installed | | | Allowance | $40,000 | $260,000 | Monument Sub Total |
| Monument - water feature equipment and vault | | | Allowance | $90,000 | | |
| Monument - water feature installation | | | Allowance | $90,000 | $180,000 | Water Feature Sub Total |
| Benches - stone with radius cut | 150 | lf | $540.00 | $81,000 | | |
| Benches - installation radius cut | 150 | lf | $540.00 | $81,000 | | |
| Benches - stone straight cut | 276 | lf | $115.00 | $31,740 | | |
| Benches - installation straight cut | 276 | lf | $115.00 | $31,740 | | |
| Benches - concrete footings installed | 75 | cy | $135.00 | $10,125 | $235,605 | Benches Sub Total |
| Flagpoles - installed | 7 | ea | $2,000.00 | $14,000 | $14,000 | Flag Poles Sub Total |
| Trees - street maples installed | 50 | ea | $550.00 | $27,500 | | |
| Trees - grove trees installed | 80 | ea | $500.00 | $40,000 | | |
| Grass - seed at street installed | 1,800 | sy | $1.50 | $2,700 | | |
| Grass - sod at grove installed | 1,400 | sy | $5.00 | $7,000 | | |
| Irrigation - street trees installed | 1,200 | lf | $6.50 | $7,800 | | |
| Irrigation - grove installed | 14,000 | sf | $0.12 | $1,680 | $86,680 | Landscape Sub Total |
| Lighting installed | | | Allowance | $150,000 | $150,000 | Lighting Sub Total |
| Electrical - equipment and vault installed | | | Allowance | $25,000 | | |
| Plumbing - radius trench drain | | | Allowance | $30,000 | | |
| Utility - sanitary, storm, water installed | | | Allowance | $40,000 | $95,000 | Utility Sub Total |
| Signage - stone marker at street | 20 | lf | $150.00 | $3,000 | | |
| Signage - informational around site | | | Allowance | $20,000 | $23,000 | Signage Sub Total (interactive not included) |
| Subtotal | | SF | $53.54 | $1,070,785 | | |
| General Conditions | 5.0% | | $2.68 | $53,539 | | |
| Overhead & Profit | 5.0% | | $2.81 | $56,216 | | |
| Construction Contingency | 10.0% | | $5.90 | $118,054 | | |
| Bond | 1.0% | | $0.65 | $12,986 | | |
| **Total** | | SF | $65.58 | $1,311,580 | | |

May 8, 2013 DRAFT

Mr. Michael O. Geisel, P.E.
Director of Public Services
City Hall
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Re: Professional services proposal to implement the conceptual design of a proposed Veterans Honor Park

Dear Michael,

The following is a proposal to provide the City and the Veterans Citizens Committee with professional design services to finalize the design, prepare contract documents, assist with bidding, and provide construction administration services to complete the vision for the proposed Veterans Honor Park.

Our proposal includes the services of a highly talented professional team whose experience and talent will bring added value to your project. The team's qualifications are enclosed. Our team includes:

**Powers Bowersox Associates, Inc. (PBA)**
*Architects and prime contractor*

**Horner & Shifrin, Inc.**
*Structural, electrical engineering and plumbing piping for fountain*
*Currently sub-contractor to PBA for same services for the design of the Public Media Commons located in Grand Center.*

**Civil Design, Inc.**
*Civil engineering*
*WBE. Tricia Bohler, P.E. served as project manager for recent development of Central park while employed at HDR.*

**Randy Burkett Lighting Design, Inc.**
*Lighting designer*
*Nationally recognized lighting designer who has participated on numerous projects with PBA, including the Public Media Commons project.*

**Cooper Construction Estimating, LLC**
*Construction Cost Estimator*

*Steve Cooper is a professional cost estimator who has provided cost estimating services to PBA for over 15 years.*

**Office of Terence G Harkness, FASLA, Landscape Architecture**
*Landscape design consultant*
*Terry has collaborated with PBA on projects for over 30 years. He is Professor Emeritus of Landscape Architecture at the University of Illinois-Urbana.*

**Toky-Branding + Design**
*Toky is a St. Louis graphic design firm who possesses a national and local reputation for creative graphic, and multi-media communications services to cultural institutions. We believe their talents can help the owner/professional team articulate the communications possibilities, and design and communicate graphically on the site the Veterans' content to be expressed, and connect through electronic media other off site resources. They also possess the capabilities to help the Committee develop a public information and fund raising program communicated through web site, and other social media technology.*

**Proposal:**

The proposed services assume completion of the conceptual design phase, with the next steps described below as those needed to implement the conceptual design. They are proposed to be accomplished in two phases.

Phase One is intended to refine the design concept so that it can be described in sufficient detail the elements of the design. A detailed cost estimate will be prepared, and graphic materials will be prepared suitable to support fund raising and public information programs.

When funded and authorized by the City phase two will include preparation of design development drawings, working drawings, assistance with the bidding process and construction administration. In general these services will be those described in Basic Services found in a AIA Standard Form of Agreement Between an Owner and Architect-B101-2007.

**Phase One Services and Fees: Schematic Design**

**Services**

1. Refine the site design, with preliminary grades, and hardscape elements, paths, water feature, flag placement, landscape, lighting, and signage.
2. Prepare drawings in plan and elevations to illustrate the design and project scope.
3. Identify site and hardscape materials.
4. Develop a landscape site in sufficient detail to indicate type and size of plant material, quantity, and location. **The design process will include examining cost reduction possibilities.**

City of Chesterfield

690 Chesterfield Pkwy W • Chesterfield MO 63017-0760
Phone: 636-537-4000 • Fax 636-537-4798 • www.chesterfield.mo.us

November 15, 2013

Mr. Fred Powers
Powers Bowersox Associates, Inc.
300 N. Fourth Street
Suite 206
Saint Louis, MO 63102-1997

RE: Veteran's Honor Park – Phase One Schematic Design 2014-PW-06

Dear Fred:

Enclosed herewith is one fully executed original contract for the referenced work. Please consider receipt of this contract your authorization to proceed immediately.

If you have any questions or require additional information, please don't hesitate to let contact me.

Sincerely,

Mike Geisel, P.E.
Director of Public Services

Cc Michael G. Herring, City Administrator
Jim Eckrich, Public Works Director\City Engineer
Tom McCarthy, Parks and Recreation Director
Zachary Wolff, Civil Engineer
Project File 2014-PW-06

Ship To

CITY OF CHESTERFIELD - PUBLIC WORKS
690 Chesterfield Parkway West
CHESTERFIELD, MO 63017

Bill To

CITY OF CHESTERFIELD - PUBLIC WORKS
690 Chesterfield Parkway West
CHESTERFIELD, MO 63017

# Purchase Order

**No.** 2013-00000091

**DATE** 01/09/2014

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

**VENDOR** 31139 - POWERS BOWERSOX ASSOCIATES, INC.

Contact

POWERS BOWERSOX ASSOCIATES, INC.
300 N. FOURTH STREET
#206
SAINT LOUIS, MO 63102-1997

**DELIVER BY**
**SHIP VIA**
**FREIGHT TERMS**
PAGE **1 of 1**
**ORIGINATOR:** Joe Huskey

**REFERENCE #**

| QUANTITY | UNIT | DESCRIPTION | UNIT COST | TOTAL COST |
|---|---|---|---|---|
| 1.0000 | Each | 2014-PW-06 - VETERAN'S HONOR PARK | 70,000.0000 | $70,000.00 |
| | | | TOTAL DUE | $70,000.00 |

Special Instructions

# PROFESSIONAL SERVICES CONTRACT

This Contract (the "CONTRACT") is by and between the City of Chesterfield, hereinafter referred to as "CITY" and Powers Bowersox Associates Inc., hereinafter referred to as "CONSULTANT".

The CITY has selected CONSULTANT to perform professional services for engineering analysis, design, and development of plans and specifications.

CITY and CONSULTANT hereby mutually agree as follows:

## ARTICLE 1 - SCOPE OF SERVICES

The services covered by this CONTRACT shall include furnishing the professional, technical and other personnel necessary for ***Phase One Schematic Design of the Veterans Honor Park, including other phase one services as defined within Exhibit A*** hereinafter referred to as the "PROJECT". CONSULTANT agrees to perform all those services described in Exhibit A, attached hereto, and made a part hereof, in accordance with the terms and conditions stated, such services being hereinafter referred to as the "WORK".

***No phase two services as described in the attached Exhibit A are authorized or included in conjunction with this contract.***

## ARTICLE 2 – STANDARDS AND PERMITS

Design criteria and project planning will be in accordance with the standards of the CITY, St. Louis County Department of Highways and Traffic, and the Metropolitan St. Louis Sewer District (MSD). Permits for this PROJECT will be required from the MSD, Missouri Department of Natural Resources and possibly other agencies. The CONSULTANT shall be responsible for applying for all permits that are required to construct the PROJECT, with the exception of MSD for which the CONSULTANT shall only be responsible for obtaining plan approval. The CONSULTANT shall prepare all documents required to apply for the required permits and approvals, and shall represent the CITY at all meetings in which the various agencies requests the CITY'S attendance. The CONSULTANT shall provide any additional information requested by the agencies, and shall revise the permit applications and/or plans, as required by the agencies, in order for the agencies to properly evaluate the permit applications.

## ARTICLE 3 - FEES AND PAYMENT

1. For the services described in Exhibit A - Scope of Services, the CITY will pay and the CONSULTANT will accept as full compensation, actual costs of services and supplies based upon the rates provided in the Scope of Services, the total amount not to exceed: Sixty One Thousand Four Hundred Dollars ($61,400).

2. Progress payments for services rendered shall be made monthly upon

submission of a detailed invoice, in form reasonably satisfactory to the City Representative (as defined in Article 16 below) for work performed during the previous month. The CITY will make progress payments not later than (30) thirty days after receipt of acceptable invoices with appropriate documentation.

**ARTICLE 4 - SUBCONTRACTING**

Except as listed on Exhibit A attached hereto, no part of the services to be performed by CONSULTANT hereunder shall be subcontracted without the prior written consent of the CITY. The subcontracting of the work shall in no way relieve the CONSULTANT of CONSULTANT'S primary responsibility for the quality and performance of the work. CONSULTANT shall assure that any subcontractor, as provided for herein, is in full compliance with all laws, rules, regulations, ordinances, provisions of this CONTRACT, and, without limiting the generality of the foregoing, compliance with all federal laws applicable to contracts of this type.

**ARTICLE 5 - RESPONSIBILITY OF CONSULTANT**

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this CONTRACT. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his designs, drawings, specifications and other services.

All plans, specifications and other documents shall be endorsed by the CONSULTANT and shall reflect the name and seal of the Professional Engineer endorsing the work.

The CONSULTANT shall defend suits or claims for infringement of any copyright or patent rights arising out of use or adoption of any design, drawings or specifications furnished by him, and shall indemnify the CITY or other agency of government from loss or damage on account thereof.

Neither the CITY'S review, approval, acceptance of, nor payment for, any of the services required under this CONTRACT shall be construed to operate as a wavier of any rights under this CONTRACT or any cause of action arising out of the performance of this CONTRACT, and the CONSULTANT shall be and remain liable to the CITY in accordance with applicable CITY codes and Ordinances and State and Federal laws for all damages to the CITY caused by the CONSULTANT'S negligent performance of any of the services furnished under this CONTRACT.

**ARTICLE 6 - SCHEDULE**

The services of the CONSULTANT shall commence upon receipt of a Notice to Proceed from the CITY, which Notice shall be in writing, and the CONSULTANT shall within 30 days proceed as set forth in Exhibit A.

The times specified herein may be extended by written order of the City Representative in the event of unavoidable delay. The CONSULTANT may submit to City Representative timely requests for extension of time before plans are due, citing reasons why the delay involved is unavoidable.

It is understood that the "Project" is to be partially funded from donations and as such the schedule and decisions are subject to periodic lapses.

## ARTICLE 7 - INFORMATION BY THE CITY

The CITY will provide upon request available information of record to the CONSULTANT.

The CITY will provide representatives to attend meetings with interested property owners and public utilities, upon request of the CONSULTANT.

## ARTICLE 8 - INSURANCE REQUIREMENTS

The CONSULTANT and its Subconsultants shall procure and maintain during the life of this CONTRACT insurance of the types and minimum amounts as follows:

1. General Liability: Commercial General Liability (Occurrence)

| | |
|---|---|
| Each occurrence | $1,000,000 |
| Personal & Adv injury | $1,000,000 |
| General Aggregate (Project) | $2,000,000 |

2. Automobile Liability: (Any Auto)
   Combined Single Limit — $1,000,000 each accident

3. Excess/Umbrella Liability — $2,000,000

4. Worker's Compensation and Employers Liability in full compliance with statutory requirements of Federal and State of Missouri law in the amount of $500,000 for E.L. each accident, E.L. Disease – ea employee, and E.L. Disease – policy limit.

5. Professional Liability — $1,000,000 each claim
   $2,000,000 aggregate

The Comprehensive General Liability policy shall be endorsed to cover the liability assumed by the CONSULTANT hereunder. To the extent permitted by law, the Said insurance shall be written by a company or companies licensed to do business in the State of Missouri. CONSULTANT shall name the CITY, its officers, officials, employees, and agents as additional insureds for general liability, automobile liability, and umbrella liability insurance policies required by the CONTRACT. Coverage under such policies shall be primary and non-contributory coverage with the Additional

Insureds coverage being excess. Certificates evidencing such insurance shall be furnished the CITY prior to CONSULTANT commencing the work. The insurance evidenced by the certificate shall indicate that it will not be canceled or altered, except that it may be canceled or altered upon twenty days prior written notice thereof to the CITY. The certificate(s) must state the CITY as an additional insured on those policies applicable. The cost of such insurance shall be included in the CONSULTANT'S basic service fee.

## ARTICLE 9 - INDEMNIFICATION

The CONSULTANT and his SUBCONSULTANTS shall indemnify and save harmless the CITY against injury, loss or damage and costs and expenses (including reasonable attorney fees) suffered or incurred by the CITY for personal injuries including death, or property damages sustained, caused by negligent or willful acts, errors or omissions of the CONSULTANT, any subcontractors of CONSULTANT their respective agents, employees or contractors arising out of the WORK of this CONTRACT.

## ARTICLE 10 - TERMINATION

The CITY may terminate this CONTRACT at any time, with or without cause, effective upon delivery of Notice thereof to the CONSULTANT.

Should the CONTRACT be so terminated, all drawings and documents in connection with the project shall become the property of the CITY who shall, in that event, make reasonable allowance for expenses incurred and services satisfactorily performed by the CONSULTANT to the date of termination. The CITY shall indemnify CONSULTANT for any use or re-use of plans by persons with CITY's express approval.

## ARTICLE 11 - OWNERSHIP OF DOCUMENTS

All original documents, studies, or graphic material, drawings, photographs, or plans prepared by the CONSULTANT, pertaining to the design of the project, shall be deemed the property of the CITY and the CITY shall be entitled to physical possession of said documents whether complete or in progress.

## ARTICLE 12 - DECISIONS UNDER THIS AGREEMENT

The City Representative will determine the acceptability of work performed under this CONTRACT, and will decide all questions which may arise relative to the proper performance of this CONTRACT; and his decision shall be final and conclusive.

## ARTICLE 13 - EQUAL OPPORTUNITY CLAUSE

During the performance of this CONTRACT, the CONSULTANT agrees as follows:

The CONSULTANT, with regard to the work performed by it after award and prior to completion of the CONTRACT, will not discriminate on the ground of race, color, religion, sex, national origin or disability in the selection and retention of subcontractors. The CONSULTANT will comply with Title VI of the Civil Rights Act of 1964, as amended. In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the CONSULTANT'S obligations under this CONTRACT and the regulations relative to nondiscrimination on the ground of color, race, religion, sex, national origin or disability.

The CONSULTANT will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post notices in conspicuous places available to employees and applicants for employment.

The CONSULTANT will, in all solicitation, or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

The CONSULTANT will comply with all provisions of State and Federal laws and regulations governing the regulations of Equal Employment Opportunity and Non-Discrimination.

## ARTICLE 14 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT agree that this CONTRACT and all contracts entered into under the provisions of this CONTRACT shall be binding upon the parties hereto and their successors and assigns.

## ARTICLE 15 - CHANGES

The CITY may make changes within the general scope of services of the CONTRACT. However, no changes will be made in the Scope of Service, the Time of Performance, the fees to be paid or other provisions which may affect the cost of the project without prior written order of the CITY and the execution of a suitable Amendment to this CONTRACT. Neither the CITY staff nor the CONSULTANT may authorize any substantive change in this CONTRACT by oral or other directions intended to substitute for a written contract Amendment.

This CONTRACT may be amended or supplemented only by an instrument in writing executed by the parties hereto.

## ARTICLE 16 - CITY REPRESENTATIVE

For purposes of this CONTRACT, the City Representative will be the Director of Public Services. The City Administrator, in his sole discretion, may designate another City Representative from time to time. In such event, CONSULTANT shall be notified by the CITY, in writing.

## ARTICLE 17 - NOTICE

Any notice required or permitted to be delivered under this CONTRACT shall be in writing and shall be deemed to have been delivered on the earliest to occur of (a) actual receipt; or (b) three business days after having been deposited with the U.S. Postal Service, postage prepaid, certified mail, return receipt requested; or (c) one business day after having been deposited with a reputable overnight express mail service that provides tracking and proof of receipt of items mailed. All notices shall be addressed to the parties at the addresses set forth below:

If to CONSULTANT: Powers Bowersox Associates, Inc.
300 N. Fourth St., Suite 206
St. Louis, MO 63102

Attn.: Fred A. Powers, AIA, President

If to CITY: City of Chesterfield
690 Chesterfield Pkwy W
Chesterfield, MO 63017-0760

Attn.: Mike Geisel, P.E. Director of Public Services

## ARTICLE 18- CHOICE OF LAW

This CONTRACT, and all work and other activities governed hereby shall be governed by the laws of the State of Missouri.

## ARTICLE 19 - CONFLICTS

In the event of any conflict or discrepancy between the terms of this CONTRACT and those set forth in Exhibit A hereto, it is expressly understood and agreed that the terms and provisions of this CONTRACT shall govern.

## ARTICLE 20 - SEVERABILITY

If any provision of this CONTRACT is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. In such event, this CONTRACT shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this CONTRACT and the remaining provisions of this CONTRACT shall remain in full force and effect, and shall not be affected by the illegal, invalid or unenforceable provision.

Executed by the CONSULTANT this __23rd____ day of __October _____, 2013____.

Executed by the CITY this 12th day of November, 2013.

**CITY OF CHESTERFIELD**

Michael G. Herring

City Administrator
Title

**POWERS BOWERSOX ASSOCIATES, INC.**

Signature – Fred A. Powers

President
Title

ATTEST:

Vickie Haas, City Clerk

(SEAL)

# EXHIBIT A

1. Powers Bowers Associates proposal letter, original dated 5-8-2013, revised 10-23-2013 to add Civil Design Inc.'s MSD conceptual design review.
2. Horner & Shifrin proposal letter, structural, plumbing and electrical engineering.
3. Randy Burkett Lighting Design proposal letter.
4. Civil Design, Inc. proposal letter , original dated 3-27-2013, revised 10-23-2013 to add MSD conceptual design review.

Architecture, Planning & Interior Design

Powers Bowersox Associates, Inc.

PBA

May 8, 2013 (Revised 10-23-13)

Mr. Michael O. Geisel, P.E.
Director of Public Services
City Hall
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Re: Professional services proposal to implement the conceptual design of a proposed Veterans Honor Park

Dear Michael,

The following is a proposal to provide the City and the Veterans Citizens Committee with professional design services to finalize the design, prepare contract documents, assist with bidding, and provide construction administration services to complete the vision for the proposed Veterans Honor Park.

Our proposal includes the services of a highly talented professional team whose experience and talent will bring added value to your project. The team's qualifications are enclosed. Our team includes:

**Powers Bowersox Associates, Inc. (PBA)**
*Architects and prime contractor*

**Horner & Shifrin, Inc.**
*Structural, electrical engineering and plumbing piping for fountain*
*Currently sub-contractor to PBA for same services for the design of the Public Media Commons located in Grand Center.*

**Civil Design, Inc.**
*Civil engineering*
*WBE. Tricia Bohler, P.E. served as project manager for recent development of Central park while employed at HDR.*

**Randy Burkett Lighting Design, Inc.**
*Lighting designer*
*Nationally recognized lighting designer who has participated on numerous projects with PBA, including the Public Media Commons project.*

**Cooper Construction Estimating, LLC**
*Construction Cost Estimator*

300 North Fourth Street, Suite 206, St. Louis, Missouri 63102
pba@powersbowersox.com
314-621-4160
314-621-4161 fax

*Steve Cooper is a professional cost estimator who has provided cost estimating services to PBA for over 15 years.*

**Office of Terence G Harkness, FASLA, Landscape Architecture**
*Landscape design consultant*
*Terry has collaborated with PBA on projects for over 30 years. He is Professor Emeritus of Landscape Architecture at the University of Illinois-Urbana.*

**Toky-Branding + Design**
*Toky is a St. Louis graphic design firm who possesses a national and local reputation for creative graphic, and multi-media communications services to cultural institutions. We believe their talents can help the owner/professional team articulate the communications possibilities, and design and communicate graphically on the site the Veterans' content to be expressed, and connect through electronic media other off site resources. They also possess the capabilities to help the Committee develop a public information and fund raising program communicated through web site, and other social media technology.*

**Proposal:**

The proposed services assume completion of the conceptual design phase, with the next steps described below as those needed to implement the conceptual design. They are proposed to be accomplished in two phases.

Phase One is intended to refine the design concept so that it can be described in sufficient detail the elements of the design. A detailed cost estimate will be prepared, and graphic materials will be prepared suitable to support fund raising and public information programs.

When funded and authorized by the City phase two will include preparation of design development drawings, working drawings, assistance with the bidding process and construction administration. In general these services will be those described in Basic Services found in a AIA Standard Form of Agreement Between an Owner and Architect-B101-2007.

**Phase One Services and Fees: Schematic Design**

**Services**

1. Refine the site design, with preliminary grades, and hardscape elements, paths, water feature, flag placement, landscape, lighting, and signage.
2. Prepare drawings in plan and elevations to illustrate the design and project scope.
3. Identify site and hardscape materials.
4. Develop a landscape site in sufficient detail to indicate type and size of plant material, quantity, and location. **The design process will include examining cost reduction possibilities.**

5. Develop a site signage program, and interactive information program possibilities.
6. Prepare an updated project cost estimate.
7. Attend City/Committee meetings to present review design progress and final recommendation.
8. Document the design and project recommendations, including cost estimates, and implementation schedule in a summary report. The deliverables will include a site plan, elevation, sections illustrating monument/water feature design, and sketch-up drawings similar to those developed in the conceptual design phase.
9. *Civil Design, Inc. (CDI) will submit a schematic level plan set and calculations to MSD requesting their conceptual approval. Services added per CDI proposed enclosed letter agreement dated October 23, 2013.*

**Fees:**

**Phase One-Proposed Schematic Design fees:**

We propose to work on a lump sum basis at the following amounts

| | | |
|---|---|---|
| Powers Bowersox Associates, Inc. | $30,000 | |
| Horner & Shifrin, Inc. | 1,750 | |
| *Civil Design, Inc. | 3,080 | |
| Randy Burkett Lighting Design | 3,890 | |
| Terence G Harkness, FASLA, Landscape Architecture | 3,000 | allowance |
| Toky-Branding + Design | 2,500 | allowance |
| Cooper Construction Estimating, LLC | 1,500 | |
| | $45,720 | |

** Includes add $730 10-23-13 for CDI, SD MSD submittal.*

The above fees assume 3-4 client meetings.
The allowances include 2 client meetings.

Reimbursable expenses are estimated to be One Thousand Dollars ($1,000.00).

*Add 10-23-13 CDI reimbursable expenses for SD MSD submittal: $25 printing, $450 MSD submittal fee, $200 MSD review fee, (Total: $675.00)*

Reimbursable expenses shall include the following:

1. Printing of review and final documents at the following rates:
   A. Commercial copying, scanning, presentation boards and printing at cost.
   B. In-house copies
      - Black and white @ $.10/each
      - Color @ $.50/each
2. Courier/postage

3. Mileage at rate permissible by IRS
4. Permit related applications and fees.

Other services:

| | | |
|---|---|---|
| 1. | Conduct site survey-see CDI proposal | $ 1,440 |
| 2. | Geotechnical Services-Owner provided | $ 3,500 allowance |
| 3. | Presentation site model- | $ 3,500 allowance |
| 4. | Renderings-TBD allowance 2-3 images | $ 1,500-5,000 |

Hourly Rates:

Powers Bowersox Associates, Inc.

- Principals –Powers & Bowersox $95/hr
- Sr. Architect-Gunn 85/hr
- Architect –Ferguson, Daniel, Scott 75/hr

| | |
|---|---|
| Terence G Harkness, FASLA | 100/hr |
| Toky-Branding + Design | 175/hr |
| Cooper Construction Estimating, LLC | 100/hr |

See hourly rates H&S, CDI and RBLD proposals

Invoices will be submitted monthly based on completion progress.

**Phase Two Services and Fees**
**Services:**

The services will include preparation of design development drawings, working drawings, assistance with the bidding process and construction administration. In general these services will be those described in Basic Services found in a AIA Standard Form of Agreement Between an Owner and Architect-B101-2007.

**Phase Two-Preliminary Estimate of Design Fees:**

The following is a preliminary estimate of fees to complete design development, working drawings, bidding and construction administration phases. The fees are proposed as an estimate based on the project understanding at this time. We recommend that they be mutually reviewed and modified, if necessary, at the completion of Phase One. The final scope of work may impact all team participants' services and fees.

| | | |
|---|---|---|
| Powers Bowersox Associates, Inc. | $74,500 | |
| Horner & Shifrin, Inc. | 13,750 | |
| Civil Design, Inc. | 12,520 | |
| Randy Burkett Lighting Design | 9,000 | |
| Terence G Harkness, FASLA, Landscape Architecture | 3,000 | allowance |

| | | |
|---|---|---|
| Toky-Branding + Design | 5,000 | allowance |
| Cooper Construction Estimating, LLC | 2,000 | |
| | $119,500 | |

Reimbursable expenses are estimated to be Three Thousand Dollars ($3,000).

Reimbursable expenses shall include the following:

1. Printing of review and final documents at the following rates:
   A. Commercial copying, scanning, presentation boards and printing at cost.
   B. In-house copies
      - Black and white @ $.10/each
      - Color @ $.50/each
2. Courier/postage
3. Mileage at rate permissible by irs

Other services:

1. Geotechnical testing services-Owner provided $ 2,500 allowance

We are very appreciative of the opportunity to present our proposal, and continue assisting the City and the Committee achieve its goals for this important project.

If the above terms for the proposed Schematic Design Services and Fees described above are agreeable in the present or amended form please sign both copies, and return one to our office.

Very truly yours,

Fred A. Powers, AIA

Accepted by:_____

Attachments: Proposals
Horner and Shifrin, Inc.
Randy Burkett Lighting Design, Inc.
Civil Design, Inc.

HORNER & SHIFRIN, INC.
ENGINEERS

5200 OAKLAND AVENUE
SAINT LOUIS, MISSOURI 63110-1490
314-531-4321 • FAX 314-531-6966
www.HornerShifrin.com

April 2, 2013

Mr. Fred Powers
Principal
**Powers Bowersox Associates, Inc.**
300 North Fourth Street, Suite 206
St. Louis, MO 63102

Re: **Veterans Memorial, Central Park**
**Chesterfield, MO**
**Proposal to Provide Professional Engineering Services**

Dear Fred,

Horner & Shifrin, Inc. (Engineer) is pleased to submit our proposal to Powers Bowersox Associates, Inc. (Architect) to provide plumbing, electrical and structural professional engineering services (PES) for the proposed new construction of a Veterans Memorial Fountain located in Central Park in Chesterfield, Missouri. We understand there will be a lighting engineer and a fountain engineer who will layout and specify the lighting and fountain components. Engineer's scope of work includes the following components;

- Structural design of the fountain base and walls.
- Electrical power for fountain equipment.
- Electrical power and control for site lighting.
- Plumbing piping for the fountain components. We will coordinate with civil engineer on sanitary and water connections to municipal mains.

Engineer's scope of work does not include the following systems or components:

- Storm water or fountain runoff drainage.
- Electrical design of any elements beyond the circumference of the memorial.
- Civil design work including sidewalk approaches or grading.
- Structural design of retaining walls beyond the fountain walls.

## SUMMARY OF BASIC SERVICES

Our professional engineering services shall include the following phases:

**Schematic Design Phase** - This phase includes:

1. Attend a kick-off meeting with Architect and Owner to confirm the (PES) design criteria.
2. Prepare a preliminary design report describing the proposed (PES) systems.
3. Assist Cost Estimator for the estimate of probable construction cost for (PES) systems.

4. Perform a preliminary code analysis relative to (PES) systems.
5. Quality review by department managers.
6. Issue SD Submittal to Architect.
7. Project Management.

**Design Development Phase** - Based on Owner and Architect approval of the SD Documents, and any adjustments in scope or fee occurring as a result, this phase includes:

1. Attend Two (2) meetings with Owner and Architect to review work progress. This meeting will be attended by one or more representatives of Engineer, depending on the agenda.
2. Attend coordination meetings at your office on an as-needed basis. Engineer's attendees will be determined by the content of the meeting agenda.
3. Perform design and calculations for (PES) systems.
4. Perform drafting of (PES) drawings.
5. Prepare draft technical specifications for appropriate Sections of CSI Divisions 22 and 26.
6. Perform a code analysis relative to (PES) systems.
7. Perform internal quality reviews (by department managers).
8. Issue DD Phase submittal to Architect.
9. Assist in updating estimate of probable construction cost for (PES) systems.

**Construction Documents Phase** - Based on Owner and Architect approval of the DD Documents, and any adjustments in scope or fee occurring as a result, this phase includes:

1. Attend Two (2) meetings with Owner and Architect to review work progress. This meeting will be attended by one or more representatives of Engineer depending on the agenda.
2. Attend coordination meetings at your office on an as-needed basis. Engineer's attendees will be determined by the content of the meeting agenda.
3. Prepare final (PES) engineering documents and specifications for competitive bidding.
4. Perform final coordination with fountain and lighting designers.
5. Perform internal quality control reviews (by department managers).
6. Issue a 95% completed set of drawings and specifications for Owner and Architect to review.
7. Attend one final review meeting with Owner and Architect.
8. Issue Construction Documents to Architect.

**Bidding and Negotiation Phase** - This phase includes:

1. Attendance at a Pre-Bid Conference by the engineer project manager.
2. Technical assistance during bidding and issuing clarifications to the bid documents by addenda through the Architect.

**Construction Phase** - This phase includes:

1. Review Contractor submittals (shop drawings).
2. Perform Two (2) field observations at the project site during construction. An observation report will be prepared for each visit.

3. Provide technical assistance to the Contractor in dealing with unforeseen conditions, and respond to Contractor's Requests for Information and/or interpretations of design intent.
4. Perform a final field observation for (PES) construction work at project completion, and prepare a punch list of items found not to be in conformance with the Contract Documents.

**Post Construction Phase** - This phase includes:

1. Review Contractor-supplied record drawings and operation and maintenance manuals.

## DELIVERABLES

The following documents, in the following quantities, will be provided by Engineer at the end of each phase:

**SD Phase** – One reproducible system narrative and schematic drawings.
**DD Phase** – One set of reproducible drawings and draft specifications
**Construction Documents Phase** -- One set or reproducible drawings and original specifications at 95% complete
One set or reproducible drawings and original specifications for bidding

## ASSUMPTIONS

1. The Architect will provide electronic format background drawings for our use.
2. AutoCAD 2012 will be utilized for project drawings.
3. Front-end specifications will be prepared by the Architect.
4. Master Spec will be used for project specifications. Horner & Shifrin, Inc. will prepare Divisions 22 and 26 for insertion into the project manuals. Structural specifications will be on the drawings.

## ADDITIONAL SERVICES

The following services are not included in Engineer's scope of work for this project, unless specifically otherwise indicated herein:

1. Owner-initiated changes to previously-approved documents.
2. Unanticipated construction administration services resulting from lengthened construction period or poor Contractor performance.
3. Preparation of detailed descriptions of alternate bids.
4. Regular site visits during construction, beyond those observation visits previously identified.
5. Preparation of Change Orders resulting from Owner- or Architect-initiated changes.
6. Preparation of detailed phasing plans.

The attached Hourly Rate Schedule is submitted for use in determining the additional compensation due Engineer for Owner- or Architect-authorized work performed which is beyond the scope of this Proposal.

## SERVICES SPECIFICALLY NOT INCLUDED

The following services are specifically not included in Engineer's scope of work for this project:

1. Construction cost estimating.
2. Responsibility for uncovering and correcting existing asbestos or other hazardous materials.
3. Preparation of construction contracts or review of Contractor's Pay Requests during construction.
4. Preparation of construction schedules.

## SCHEDULE

We are prepared to start our work on this project immediately following our receipt of a counter-signed copy of this Proposal. We fully expect to be able to provide our work to you within your time schedule.

## ARCHITECT'S RESPONSIBILITIES

The Architect agrees that it is their responsibility to:

1. Review documents submitted by Engineer to Architect for review, and to make decisions which affect Engineer's design work in a timely manner to avoid schedule delays.
2. Provide full information regarding requirements for the project.
3. Designate a representative authorized to act in the Architect's behalf with respect to the project.

## FEES

Horner & Shifrin, Inc. proposes to perform the above scope of work for a lump sum broken down as follows;

| | |
|---|---|
| Schematic Design Fee = | $1,750.00 |
| Design Development Fee = | $3,450.00 |
| Construction Document Fee = | $5,950.00 |
| Bid Negotiation Fee = | $ 950.00 |
| Construction Administration = | $3,450.00 |

Total Fee = $15,500.00

**REIMBURSABLE EXPENSES**

Engineer shall be compensated for reimbursable expenses incurred in performance of the services described herein, over and above the lump sum fee amount stated above. Reimbursable expenses shall be invoiced at Engineer's actual cost. Reimbursable expenses include the following:

1. Reproduction of plans, specifications and other documents in quantities greater than those previously stated to be included in this Proposal as Deliverables.
2. Postage and expedited delivery services.
3. Travel to and from project site.

**ATTACHMENTS**

1. Hourly Rate Schedule
2. Terms and Conditions

If this proposal is acceptable, please sign in the appropriate space and return one signed original to our office. We greatly appreciate the opportunity to provide this proposal, and look forward to working with Powers Bowersox toward the successful completion of the project.

Respectfully Submitted,

Brian D. Heideman, P.E.
Associate Vice President

**ACCEPTED FOR POWERS BOWERSOX:**

By: _____

Title: _____

Date: _____

**Horner & Shifrin, Inc.**
**Hourly Billing Rates by Employee Categories**

Rates Effective February 1, 2013

| | |
|---|---|
| Building Services Prof 1 | $180.00 |
| Building Services Prof 4 | $140.00 |
| Building Services Prof 5 | $135.00 |
| Building Services Prof 10 | $83.00 |
| Building Services Tech 2 | $80.00 |
| Building Services Tech 3 | $77.00 |
| Structural SP1 | $180.00 |
| Structural SP3 | $138.00 |
| Structural SP11 | $80.00 |
| Structural SP12 | $72.00 |
| Clerical | $66.00 |

Horner & Shifrin, Inc.
Engineers/Planners

Missouri Office
5200 Oakland Avenue
St. Louis, Missouri 63110
314-531-4321

Illinois Office
640 Pierce Blvd., Suite 200
O'Fallon, Illinois 62269
618-622-3040

## HORNER & SHIFRIN, INC. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

### 1. SCOPE OF SERVICES

Horner & Shifrin, Inc. ("Engineer") will perform the services set forth in the Agreement, of which these terms and conditions are hereby made a part.

### 2. PAYMENTS TO ENGINEER

A. Compensation will be as stated in the attached Agreement. Statements (invoices) are payable upon receipt. A late payment charge will be added to all amounts not paid within 30 days of statement date; calculated at 1.5 percent per month from statement date. Any costs incurred by Engineer in collecting and delinquent amount, including reasonable attorney's fees, shall be reimbursed by Client. If a portion of Engineer's statement is disputed, the undisputed portion shall be paid by Client by the due date. Client shall advise Engineer in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed by Federal, state and local authorities (other than Federal and state income tax, and City of St. Louis Earnings Tax) shall be in addition to the payments due Engineer that are stated in the Agreement.

### 3. INSURANCE

A. During the course of performance of its services, Engineer will maintain Worker's Compensation insurance with limits as required by statute, Professional Liability insurance with annual aggregate limit of $1,000,000., and Commercial General and Automobile Liability insurance with combined single limits of $1,000,000.

B. If the Project involves on-site construction-phase services by the Engineer, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming the Client as a Named Insured and the engineer as an additional insured or to endorse Client and Engineer as additional insured's on construction contractor's liability insurance policies covering claims for personal injuries and property damage. Construction contractors shall be required to provide certificates evidencing such insurance.

### 4. INDEMNIFICATION

A. Client agrees to require all construction contractors to indemnify, defend and hold harmless Client and Engineer from any and all loss where loss is caused or incurred (or alleged to be caused or incurred) in whole or in part as a result of the negligence or other actionable fault of the contractors, their agents, or subcontractors.

B. If this project involves construction, and Engineer does not provide engineering services during construction (including, but not limited to, on-site monitoring, site visits, shop drawing review and design clarifications), Client agrees to indemnify and hold harmless Engineer from any liability arising from construction of this Project or Contractor legal actions against Client.

### 5. PROFESSIONAL RESPONSIBILITY

A Engineer will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional engineering practices. No warranty, expressed or implied, is included in this Agreement or in any drawing, specification or opinion produced pursuant to this Agreement.

B. In no event will Engineer be liable for any special, indirect or consequential damages; including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, or governmental fines or penalties.

C. The Engineer's aggregate liability for all damages connected with its services for the Project, not excluded by the preceding subparagraph, will not exceed the compensation paid for services.

D. The obligations and remedies stated in this Paragraph 5. Professional Responsibility, are the sole and exclusive obligations of Engineer and remedies of Client, whether liability of the Engineer is based on contract, warranty, strict liability, tort (including negligence), indemnity or otherwise.

**6. ACCESS**

Client will provide access (right of entry) for Engineer's staff, its agents, sub-consultants, and others, as appropriate for this Project; and Client will be responsible for the time, place, and manner of entry upon all property where Engineer is to provide services under this Agreement. Client agrees to hold Engineer harmless from any and all liability or claims arising from such entry onto property by Engineer. Engineer will take reasonable precautions to minimize property damage; however, it is understood that some minor damage may occur; for which Engineer shall not be held responsible.

**7. ENVIRONMENTAL CONDITIONS**

Nothing in this Agreement shall impose any responsibility or liability on Engineer for expenses, claims, or damages arising from, or in any manner related to, the presence of constituents of environmental concern (such as, but not limited to, lead, asbestos, PCB's, RCRA-regulated substances, petroleum products, radioactive materials, or toxic substances).

**8. ESTIMATES AND PROJECTIONS**

Engineer's estimates and projections of construction costs and/or schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on Engineer's experience, qualifications and judgment. Since Engineer has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, and other factors, Engineer cannot and does not guarantee the accuracy of any of Engineer's estimates and projections related to this Project.

**9. ON-SITE SERVICES**

On-site visits by Engineer during construction or equipment installation for Project, or the furnishing of on-site Project representatives, shall not make Engineer responsible for construction means, methods, techniques, sequences or procedures; for construction safety precautions or programs; or for any failure by construction contractor(s) to perform their work in accordance with the Contract Documents.

**10. CHANGES**

Client shall have the right to make changes within the general scope of Engineer's services, with an appropriate change in compensation, upon execution of a mutually acceptable contract amendment signed by an authorized representative of the Client and an Officer of the Engineer.

**11. TERMINATION OR SUSPENSION**

A. Services may be terminated by the Client or Engineer by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay Engineer all amounts due Engineer for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by Engineer in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid lump sum or not-to-exceed fee.

B. The provisions of this Contract have been agreed upon with the expectation of any orderly progression of the project to completion. In the event of project suspension by the Client for a period in excess of three (3) months, Engineer may (at Engineer's sole discretion) perform activities necessary to complete critical calculations, organize project files, or otherwise prepare for an orderly cessation of work; and Engineer shall be entitled to invoice Client for reasonable labor and reimbursable expenses incurred in performing such activities.

**12. DISPUTE RESOLUTION**

In an effort to resolve any conflicts that arise during the design or construction, or following completion of the Project, Client and Engineer agree that all disputes between them arising out of, or relating to, this Contract shall be submitted to non-binding mediation (unless the parties mutually agree otherwise), thereby providing for mediation as the primary method for dispute resolution between Client and Engineer.

## 13. PRINTED OR ELECTRONIC MEDIA

A. Client shall not make, or permit to be made, any modifications to any documents, including drawings and specifications, furnished by Engineer pursuant to this Contract, without the prior written authorization of Engineer. Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses (including attorney fees) arising from any modification of such documents.

B. Electronic files transmitted by Engineer are submitted for an acceptance period of fourteen (14) calendar days. Any defects which Client discovers during this period will be reported to Engineer, and subsequently corrected by Engineer. Any corrections of defects reported after the acceptance period will be at Client's cost.

C. Only data or work products delivered by Engineer as instruments of service with respect to this Contract in the form of hard copies may be relied upon by Client. Any electronic files furnished in respect to Engineer's services are supplied for the convenience of the Client or others. Any conclusions or information derived from such electronic files shall be at Client's sole risk, because such files can be modified by others or inadvertently corrupted.

## 14. OWNERSHIP AND USE OF DOCUMENTS

All documents, including drawings and specifications, furnished by Engineer pursuant to this Contract are instruments of service; and shall remain the property of Engineer. Such documents are not intended, or represented, to be suitable for reuse by Client or others, on extensions of this Project or any other work. Any reuse without the written permission of, or adaptation by, Engineer shall be at Client's sole risk and without liability to Engineer; and Engineer shall be entitled to further compensation, at rates to be mutually agreed between Client and Engineer. The Client shall indemnify and hold harmless Engineer from all claims, damages, and expenses (including attorney fees) arising out of any unauthorized reuse.

## 15. RIGHTS AND BENEFITS

Engineer's services under this Contract will be performed solely for the benefit of the Client, and not for the benefit of any other person or entity.

## 16. ENTIRE CONTRACT

A. These Terms and Conditions and the related Agreement constitute the entire Contract between the Engineer and Client relative to the Engineer's services for this Project. All previous or contemporaneous agreements, representations, promises, or conditions pertaining to the Engineer's services for this project are hereby superseded.

B. Since terms contained in purchase orders do not generally apply to professional services, in the event the Client issues to Engineer a purchase order, no preprinted terms thereon shall become part of this Contract. Said purchase order document, whether or not signed by Engineer, shall be considered solely as a document for Client's internal management purposes.

C. This Contract may be amended, in writing, by mutual agreement between the Engineer and Client.

**END OF DOCUMENT**

RANDY
BURKETT
LIGHTING
DESIGN

April 3, 2013

Mr. Fred Powers
Powers Bowersox Associates, Inc.
300 North 4th Street
Suite 206
Saint Louis, Missouri 63102

RE: Chesterfield Veterans Honor Park
Professional Lighting Design Services (Revision A)

Dear Fred:

Randy Burkett Lighting Design, Inc. is pleased to submit this proposal to provide professional lighting design services for the Chesterfield Veterans Honor Park project. Based upon my review of the project design renderings, and follow-up discussions with you and Matt, I would suggest the following.

I. Scope of Work (See Attached Reference Document)

A. Honor park pedestrian areas

B. Landscape (as appropriate)

C. Signage

D. Water feature (general review and comment on Fountain Consultant concepts for lighting)

II. Scope of Services

A. Schematic Design Phase

1. Participate in initial design kickoff session with Architect and Design Team. Establish lighting design goals, objectives and lighting criteria for areas identified under the Scope of Work. Visit site to conduct review of existing conditions and document for further use in lighting development.

2. Prepare up to three (3) lighting design options for the park's lighting design. Illustrate schemes with sketches, illustrations and basic nighttime renderings.

II. Scope of Services (Continued)

A. Schematic Design Phase (Continued)

3. Provide lighting manufacturer cut sheets for preliminary lighting equipment selections.

4. Provide preliminary cost estimate for each scheme.

5. Participate in follow-up meeting with Architect and Owner to present and discuss lighting design concepts. Selection of desired direction for lighting design schemes will take place at this time.

B. Design Development Phase

1. Provide further development of Schematic Design selected option into a Design Development level layout.

2. Develop Design Development level lighting fixture schedule.

3. When necessary, prepare computer aided calculations to ensure achievement of desired lighting conditions and compliance with illumination requirements.

4. Prepare sketches detailing interface of lighting and architectural/landscape elements, including specific dimensional requirements of light fixtures, to aid Architect in development of Construction Document quality details.

5. Participate, as needed, in design coordination teleconferences with Architect and others to ensure cohesiveness and proper interpretation of concepts.

C. Construction Document Phase

1. Following selection of desired lighting design schemes prepare final lighting design layout.

II. Scope of Services (Continued)

C. Construction Document Phase (Continued)

2. Produce AutoCAD-based lighting design layers for use by the Architect, Engineer and/or other Design Team members in development of their final lighting plan. Include all necessary information to communicate design intent. Execute revisions to lighting design layouts related to coordination.

3. Produce lighting fixture schedule for inclusion with the Construction Document Package.

4. Provide updated set of lighting fixture information/cut sheets.

5. Conduct review of all the Architectural, Landscape and Engineering lighting related plans of those areas addressed under Scope of Work for correctness, completeness, and appropriate interpretation of lighting design intent. Recommend alterations, as necessary, to ensure proper translation of approved lighting schemes.

6. Participate in CD coordination meetings and teleconferences.

D. Bidding and Construction Administration

1. Review and approve (or take other appropriate action in respect of lighting equipment shop drawings and samples, the results of tests and inspections and other data which each Electrical Contractor is required to submit. Provide related comment to Architect on non-lighting submittals related to lighting design, as requested.

2. Assist in resolving lighting related questions from the field related to the original lighting design. This will involve RFI and written reviews only, no actual field trips, except as an additional service.

3. Review project and provide final lighting punch list.

4. Prior to Owner takeover provide on-site recommendations for, and observation of, the aiming and adjusting of all lighting equipment and control devices by the Contractor, to insure compliance with design intent.

RANDY
BURKETT
LIGHTING
DESIGN



III. Lighting Design Compensation Schedule

A. The Client shall compensate Randy Burkett Lighting Design, Inc. for Basic Services described above on a lump sum basis, by phase, as follows, excluding reimbursables:

| | |
|---|---|
| Schematic Design Phase | $3,000.00 |
| Design Development Phase | $2,500.00 |
| Construction Documents Phase | $4,000.00 |
| **Total** | **$9,500.00** |
| Bidding and Construction Administration Phase | $1,000.00 to $2,500.00, depending on complexity of lighting design solution |

B. Hourly rates for those personnel currently assigned to work on the project are as follows:

| | |
|---|---|
| Principal | $200.00/hr. |
| Senior Designer | $150.00/hr. |
| Designer II | $100.00/hr. |
| Designer I | $ 95.00/hr. |
| Design Assistant | $ 85.00/hr. |

The hourly rates include customary overhead costs such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits, and profits.

C. Randy Burkett Lighting Design, Inc. will bill, and the Client shall pay, monthly for services rendered and for reimbursable expenses as defined in Article V hereof.

RANDY
BURKETT
LIGHTING
DESIGN



IV. Additional Services and Compensation

If, upon request and authorization by the Client, Randy Burkett Lighting Design, Inc. shall provide services in addition to the Basic Lighting Design Services described above for the Project, Randy Burkett Lighting Design, Inc. shall be additionally compensated therefore as agreed.

V. Reimbursable Expenses

Randy Burkett Lighting Design, Inc. shall be reimbursed at cost, for incidental expenses incurred in performing services, including presentation materials, printing, telephone and travel outside the St. Louis area.

Reimbursables are estimated at $300.00.

VI. Acts of Others

Randy Burkett Lighting Design, Inc. will not be responsible for the acts or omissions of the Client, the Client's other consultants, the Contractor and Subcontractor or their agents or employees, or any other persons involved in the Project.

VII. Termination

This Agreement may be terminated by the Client at any time upon written notice of termination to Randy Burkett Lighting Design, Inc. Randy Burkett Lighting Design, Inc. shall be paid for all services rendered to the date of receipt of the notice of termination.

Please review this proposal in detail and let me know if you have any specific questions or comments.

Sincerely,

Randy Burkett, FIALD, IESNA, LC
President and Design Principal

CIVIL DESIGN, INC.
WBE|DBE
www.CivilDesignInc.com

October 23, 2013

Fred Powers
Powers Bowersox Associates, Inc.
300 North Fourth Street
Suite 206
St. Louis, MO 63102

SUBJECT: Proposal for Civil Engineering Services
Chesterfield – Honor Park
City of Chesterfield, Missouri
CDI Project Number: P1120

Dear Fred:

Thank you for the opportunity to provide this proposal for professional Civil Engineering and Surveying services. The following depicts our understanding of the scope of work for this project.

## PROJECT DESCRIPTION

The project site is located within the City of Chesterfield's Central Park, and the park is located on Veteran's Place Drive. The park is owned and maintained by the City of Chesterfield. The project area is generally located at the center of what is considered Linear Park.

Site Information: The proposed site area is existing green space, with sidewalks and some small plaza pavement. The current conceptual site plan for the project shows a water feature, sidewalk/pathways, concrete seat walls, flag poles, and trees. The existing south and central plazas will need to be demolished.

Utility Information: From preliminary utility research, an existing sanitary sewer is located approximately 20' west of the sidewalk that parallels Veteran's Place Drive. The existing storm sewer system drains into an inlet located to the west of the area intended for Honor Park. Due to the proposed area of disturbance, and the extra storm water generated by the impervious portions of the project, it is assumed that MSD Water Quality will not have to be considered. However, storm water quantity will have to be considered.

Grading Information: The existing site is relatively flat.



1552 South Seventh Street | St. Louis, Missouri 63104 | 314.863.5570

## CIVIL ENGINEERING RESPONSIBILITIES

## DELIVERABLES

**Schematic Design**
An architectural site plan has been completed by Powers Bowersox Associates, Inc., and it is assumed that this file will be made available to CDI for the purposes of the project. CDI will be responsible for providing the topographic survey with an electronic copy (Microstation) of the survey. CDI will produce a schematic level civil site plan. CDI will also begin dialog with MSD and all other pertinent utility companies.

**Project Management**

- Site visit: Visit the site to become familiar with site conditions as well as field check topographic information. CDI may also meet with utility companies on site to verify existing utilities as well as plan proposed utility improvements.
- Project Kick-off Meeting: Project kick-off meeting to discuss the design, schedule, budget, contract, etc.
- Design Team Meeting: Meeting to discuss any design issues with the full design team: Architectural, Structural, Landscaping.

**Construction Drawings (SD level documents)**

- Site Plan - Plan drawing(s) of existing and proposed site, utility and grading improvements.

**Metropolitan Sewer District (MSD)**

- CDI will submit a schematic level plan set and calculations to MSD requesting their conceptual approval.

**Design Development**
The Design Development phase of the project will immediately follow the Schematic Design Phase, and will consist of the following services:

**Project Management**

- Design Team Meetings: Coordination meetings to discuss project issues. Planning and discussions from these meetings will be used to develop the project design.
- Permit Reviews: CDI will be responsible for coordination in order to submit/review/obtain permits as described in the "Permitting and Review Agency" portion of this proposal.
- Utility Coordination: CDI will coordinate site utilities (excluding electrical, cable, data services) with each respective utility company.

- QA/QC: CDI will employ in-house expertise to check design and construction improvements and modify the construction documents accordingly.

**Design Calculations/Reports**

- General site storm sewer design calculations (drainage areas, flow calculations, pipe sizing).
- Other site design calculations (sanitary sewer, water).

**Construction Drawings (DD level documents)**

- Demolition Plan – Plan drawing(s) of all expected site and utility demolition items.
- Site/Utility/Grading Plan - Plan drawing(s) of existing and proposed site, utility and grading improvements.
- Details – Plan drawing(s) of proposed site improvements.
- Drainage Area Maps - Plan drawing(s) detailing drainage areas and storm water hydraulics, as necessary.

**Construction Specifications (DD level documents)**

- Outline specifications for all civil site design related construction (site clearing, earthwork, concrete paving, storm sewer piping, sanitary sewer piping, water piping, etc.).

**Construction Cost Estimate (DD level documents)**

- CDI will prepare an opinion of probably construction cost for all civil site related items. This cost estimate will contain specific civil site quantities and unit costs.

## Construction Documents

The Construction Document phase of the project will immediately follow the Design Development Phase, and will consist of the following services:

**Project Management**

- Project Meetings: Coordination meetings to discuss project issues.
- QA/QC: CDI will employ in-house expertise to check design and construction improvements and modify the construction documents accordingly.

**Construction Drawings (100% complete)**

- Demolition Plan – Plan drawing(s) of all expected site and utility demolition items.
- Site Plan - Plan drawing(s) of all existing and proposed site improvements (pavement materials, entrances, walks, walls, fencing, etc.) as well as location data for construction (control points, dimensions).

- Utility Plan - Plan drawing(s) of all existing and proposed utilities (sanitary sewers, storm sewers, water service) as well as removal/abandonment of existing service lines (if required) and location data for construction (control points, dimensions).

- Grading and Erosion Control Plan - Plan drawing(s) of all existing and proposed grading (contours, spot elevations, min/max slopes) and all proposed erosion control measures (silt fences, inlet sedimentation traps). Plan shall also include location data for construction (control points, dimensions).

- Site Details – Drawing(s) detailing all site features (pavement sections, entrances, sidewalks, pavement joints, retaining wall sections, signage, bollards, etc.).

- Utility Details – Drawing(s) detailing all utility features (manholes, inlets, cleanouts, pipe trenches, water vaults, fire hydrants, etc.)

- Grading/Erosion Control Details – Drawing(s) detailing all grading and construction erosion control measures (siltation fences, inlet sedimentation checks, siltation basin, etc.)

- Sewer Profiles – Profile drawing(s) detailing new storm and sanitary sewer

- Drainage Area Maps - Plan drawing(s) detailing drainage areas and storm water hydraulics, as necessary.

**Construction Specifications (100% complete)**

- Specifications for all civil site design related construction (site clearing, earthwork, concrete paving, asphalt paving, paving joint sealants, storm sewer piping, sanitary sewer piping, water piping, etc.).

**Construction Cost Estimate (100% complete)**

- An updated cost estimate, using the design development cost estimate as a base. CDI will further detail the estimate, adding/deleting items and further scrutinizing construction unit costs.

## Bidding

- Attend the pre-bid meeting.

- Assistance with bidding questions during the bid period.

- Producing drawings and/or written project modifications (addenda).

## Construction Administration

**Administration**

- Review civil site related contractor questions and submittals.

**Observations (Site Visits)**

- General Construction: 4 site visits during construction to inspect the site work progress and assure adherence to the plans and specifications.
- Punch List: 1 site visit to generate a civil site punchlist documenting civil site related construction deficiencies for contractor correction.
- Punch List Verification: 1 site visit to confirm that all punch list items have been completed.

## Permitting and Review Agencies

- City of Chesterfield (Building Permit): CDI assumes that Powers Bowersox Associates, Inc. (PBA) will be coordinating this effort with the City of Chesterfield, and that CDI will make drawings and any other required information available to PBA/City of Chesterfield as needed.
- Metropolitan St. Louis Sewer District (MSD): MSD is the regulatory authority that owns and maintains all public sewers in St. Louis City and County. MSD requires review and approval of any project which will contribute storm or sanitary water to public sewers, as well as may cause land disturbance. Current MSD guidelines require adherence to MSD storm water management criteria: water quality, channel protection and flood protection. Water Quality: since it is assumed that the total project land disturbance will be less than 1 acre, MSD water quality improvements will not be required. Channel and Flood Protection: since the project area has an existing lake that serves to handle storm water runoff in the form of detention, CDI assumes that the increase in storm water flow generated by the new development will not require any hydraulic analysis of the existing lake area.
- American Water (Fountain Water Services): CDI will coordinate all plan reviews for the new fountain with American Water as part of this project. If it is determined that a water main flow test is needed for this project, CDI can subcontract these services as a reimbursable expense.
- Missouri Department of Natural Resources (MDNR): MDNR is the regulatory authority that governs land disturbance activities in the State of Missouri. Any land disturbance less than 1 acre does not require an MDNR permit. It is not anticipated that the project will disturb greater than 1 acre of land, therefore coordination with MDNR will not be necessary.
- City of Chesterfield (Land Disturbance Permit): Since the City of Chesterfield will require a land disturbance review for permit issuance, CDI will coordinate with the City of Chesterfield and produce a Storm Water Pollution Prevention Plan (SWPPP) and any other erosion control drawings.

## ASSUMPTIONS

- Existing Utility capacity: CDI assumes that the existing utilities surrounding the site, such as water mains, sewer mains, etc. are in good condition. Some utilities, such as water and sewers may not have adequate capacity to provide suitable services for this new development. Redesign of existing off-site utilities in order to increase capacity or upgrade deteriorated

facilities is not in CDI's scope of work; however, CDI can provide this design work as an additional service.

- This site is free from any wetland, archeological and environmental issues. No environmental mitigation/remediation will be required. If it is discovered that there are any environmental issues associated with this site, CDI can contract directly with an Environmental Engineering firm as a lump sum reimbursable service.

- The site is not within flood plain or flood way.

- The drawings for this project will be created using Microstation.

## EXCLUSIONS

- CDI does not provide site electrical engineering services (electrical/telephone/cable/data services to the new building and site lighting). CDI assumes that other consultants will be responsible for these services.

- CDI does not provide irrigation design services. Our plans would coordinate with an irrigation designer to provide the required sleeves for irrigation piping where required. CDI assumes that the project Landscape Architect or contractor's design built landscaper will provide these services.

- CDI does not provide surveyed as-builts as a standards service. It is assumed that the contractor will provide any surveyed as-built drawings necessary for MSD or other review agencies. If as-built drawings must be provided by CDI, CDI can provide these for an additional service.

- CDI does not provide flood studies as a standard service. Flood studies, including "no-rise" flood investigations and/or FEMA map revisions can be done as an additional service.

- CDI does not perform traffic studies or traffic signal design. CDI can contract with and manage a traffic engineer to perform these services as a lump sum reimbursable expense.

- CDI does not prepare survey boundary adjustments, easement exhibits, right-of-way vacation exhibits, record plats, or construction staking as a standard service. CDI can provide these services as an additional service.

## ADDITIONAL SERVICES

Additional services for CDI, subject to approval by the Owner, can be performed given a clear and defined scope of work.

### 2013 CDI STANDARD HOURLY RATE SCHEDULE

| | |
|---|---|
| Principal | $180 |
| Project Manager II | $170 |
| Project Manager I | $145 |

| | |
|---|---|
| Project Engineer III | $130 |
| Project Engineer II | $110 |
| Project Engineer I | $80 |
| Designer II | $75 |
| Designer I | $70 |
| Field Technician II | $70 |
| Field Technician I | $55 |
| Engineering Intern | $50 |
| Clerical | $65 |
| Professional Land Surveyor II | $115 |
| Professional Land Surveyor I | $100 |
| Survey Technician I | $70 |
| 2 Man Survey Crew | $150 |

## PROJECT FEES

| | |
|---|---|
| Survey | $1,440 |
| Schematic Design | $3,080 |
| Design Development | $3,890 |
| Construction Documents | $3,960 |
| Bidding | $1,180 |
| Construction Administration | $2,190 |
| **Total** | **$15,740** |

This project will be fixed fee plus reimbursable expenses. Reimbursable expenses will include printing/plotting and delivery costs (estimated at $200), MSD submittal fee (450) and MSD review fee (estimated $200). (Total: $650) and will be invoiced at cost plus 10%. This proposal has been drafted using all information available at this time.

Please call if you have any questions. We look forward to working with you on this project.

Sincerely,

Tricia Bohler

Tricia Bohler, P.E.
Civil Design, Inc.
314-880-4380

SEE BILL # 3048
✓MGH
7/28/15

# City Council Memorandum

## Department of Public Services

**To:** Michael Herring, City Administrator

**From:** Aimee Nassif, Planning and Development Services Director

**Date:** July 23, 2015

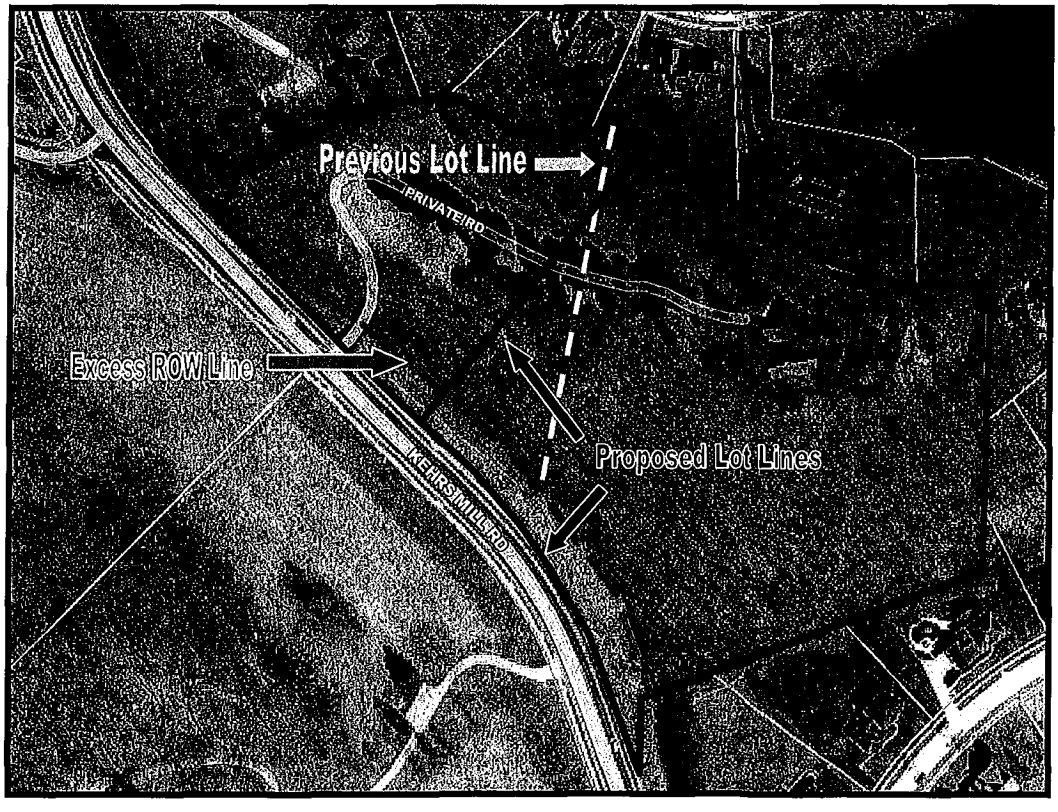
**CC Date:** August 3, 2015

**RE:** **Upper Kehrs Mill (BAP)**: A Boundary Adjustment Plat for 1600 Kehrs Mill Road for a 10.3 acre tract of land zoned "NU" Non-Urban District located east of Kehrs Mill Road and north of Strecker Road (19U530446).

Volz Inc., on behalf of the Gregory E. Calame & Mary Jo Calame Revocable Trust, has submitted a request for a Boundary Adjustment Plat for Lots 1 and 2 of the residential property located east of Kehrs Mill Road and north of Strecker Road.

The purpose of the Boundary Adjustment is to consolidate excess right-of-way that was acquired by the property owners after the realignment of Kehrs Mill Road and to adjust the common lot line between the resulting lots. The resulting lots will comply with all lot requirements for the "NU" Non-Urban District.

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



**BID RECOMMENDATION - REPLACEMENT OF HVAC EQUIPMENT (CITY HALL)**

As detailed in the enclosed MEMO, prepared by Jim Eckrich, Public Works Director/City Engineer, bids were recently sought for the above-named project.

Based upon a review of the information contained within and attached to Mr. Eckrich's MEMO, I join with him in recommending to you award of a contract o **AIR MASTERS CORPORATION**, in an **amount-not-to-exceed $749,000**. Adequate funds exist within the FY2015 Budget to cover this entire expense.

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

**DATE:** July 22, 2015

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

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

**RE:** City Hall HVAC Equipment Replacement

---

On May 4, 2015 City Council authorized a transfer from General Fund – Fund Reserves (above the forty percent policy) to allow City Staff to pursue the replacement of the HVAC equipment at Chesterfield City Hall. As described at that time, the current equipment has reached its expected life, and we are experiencing increased maintenance needs and costs related to the HVAC equipment. Replacing the units at one time will alleviate the need for multiple crane rentals and will ensure that there is no extended down time for any single HVAC unit.

Subsequent to City Council authorization, City Staff contracted with SSC Engineering, Incorporated to review the HVAC system and create bid specifications for each of the HVAC units at City Hall. The bid package was reviewed in detail by City Staff, and the project was bid on July 21, 2015, as detailed in the attached memorandum from Senior Civil Engineer Jeff Paskiewicz. I concur with Jeff in recommending that City Council authorize an Agreement with the low bidder, Air Masters Corporation, in an amount not to exceed $749,000. This figure is within the amount available within Account 120-079-5460 Capital Projects – Improvements to Buildings and Grounds ($753,815).

**Action Recommended**

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to enter into an Agreement with Air Masters Corporation in an amount not to exceed $749,000.

Concurrence: Craig White, Finance Director

MGH
7/24/15

Cc: Michael O. Geisel, Director of Public Services

# MEMORANDUM

**To:** Jim Eckrich, Public Works Director/City Engineer

**From:** Jeff Paskiewicz, Senior Civil Engineer JSP

**Date:** July 22, 2015

**Re:** City Hall HVAC Replacement, 2015-PW-06

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As you are aware, bids were opened for the above referenced project on Tuesday, July 21, 2015. Six bids were received and the results are listed below.

| Contractor | Total Bid |
|---|---|
| Air Masters Corporation | $724,000 |
| Sheet Metal Contractors | $728,260 |
| DEKA Service | $747,900 |
| Albert Arno, Inc. | $777,000 |
| Murphy Company | $807,040 |
| American Boiler and Mechanical | $820,522 |

The low bidder, Air Masters Corporation has not previously performed work for the City, but calls to their references resulted in positive responses.

**Accordingly, I recommend acceptance of the bid of $724,000 submitted by Air Masters Corporation, and request authorization of work up to the amount of $749,000.** The additional $25,000 will provide an allowance for contingency funding to account for any unforeseen conditions and/or additional work. Adequate funding is available in the Improvements Building and Grounds account, 120-079-5470, to fund this project.

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

Cc: Project file 2015-PW-06

# BID FORM

BID TIME: 10:00 a.m.
BID DATE: Tuesday, July 21, 2015

TO: THE CITY OF CHESTERFIELD

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

**City Hall HVAC Replacement**
2015-PW-06

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

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

**Bid submitted by:**

Company Name: Air Masters Corporation

Address: 1055 Cassens Industrial Court

City, State Fenton, MO 63026

Phone number: 636-680-2100 Fax: 636-680-2202

E-mail address: tomb@airmasters.com

Type of Firm: Sole Partnership ____ Partnership ____
Corporation X Other ____

Officer Malcolm Sweet

Title General Manager

Signature

Date July 20, 2015

## BID FORM

The undersigned, having examined and being familiar with the local conditions affecting the Work and with the contract documents including the drawings, Instructions to Bidders, Statement of Bidder's Qualifications, General Requirements, Special Requirements, and the body of Technical Specifications, as issued by the Department of Procurement, hereby propose to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the Work as defined in the Contract Documents as follows:

Scope as described in Part A and Part B (below).

BASE BID : The Lump Sum of $ Seven Hundred Twenty-Four Thousand and no/100----

DOLLARS $ 724,000.00

For the above Total Base Bid, the amount shall be shown in both words and figures. In the case of discrepancy between words and figures, the lowest price shall govern.

In the case of any ambiguity between the drawings and specifications, the specification prevails.

Bidders shall enter their bid amount for each of the Two (2) parts, which added together comprise the BASE BID Lump Sum amount.

**Part A:** Remove and replace one (1) 45 ton condensing unit with one (1) new 60 ton condensing unit. Remove and replace the associated DX cooling coil and refrigerant piping to the existing indoor air handling unit. Remove and replace five (5) existing large rooftop air handling units reusing the existing roofing curbs. Remove and replace one (1) 5 ton computer room air conditioning unit and associated outdoor condensing unit and refrigerant piping. Integrate controls for the installed equipment with the existing Alerton building management system. Remove and make safe electrical power from existing mechanical equipment being removed. Provide power to new mechanical equipment.

The lump sum of $ Six Hundred Thirty-Three Thousand and no/100----------

DOLLARS $ 633,000.00

**Part B:** Remove and Replace three (3) boilers serving the building heating hot water system. Integrate controls for the installed equipment with the existing Alerton building management system. Remove and make safe electrical power from existing mechanical equipment being removed. Provide power to new mechanical equipment.

The lump sum of $ Ninety-One Thousand and no100----------

DOLLARS $ 91,000.00

**LEGISLATION**

**BILL NO. 3043** - ESTABLISHES THE BROADMOOR CONDOMINIUMS NEIGHBORHOOD IMPROVEMENT DISTRICT **(SECOND READING - FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

**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)**

**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)**

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

**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**)

**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**)

**BILL NO.** 3043 **ORDINANCE NO.** _____

**AN ORDINANCE ESTABLISHING THE BROADMOOR CONDOMINIUMS NEIGHBORHOOD IMPROVEMENT DISTRICT**

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

**WHEREAS**, such a proper petition was filed with the City Clerk on March 17, 2015 (the "Petition"), pursuant to the NID Act, proposing the creation of the Broadmoor Condominiums Neighborhood Improvement District (the "District"), described in more detail on Exhibit A, attached hereto and incorporated herein by reference; and

**WHEREAS**, the City Council of the City has reviewed the Petition proposing the creation of the District for the purpose of replacing streets and parking lots within the boundaries of the proposed District (the "Project");

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

Section 1. The City Council hereby finds and determines that the Petition was filed in proper form as further described in Section 67.457.3 of the NID Act because:

(a) the Petition was filed in the office of the City Clerk on March 17, 2015 and was signed by the owners of record of at least two-thirds by area of all real property within the proposed District, per Section 67.457.3 of the NID Act, and at least 70% of the owners of all real property located within the District, per the City's policy; and

(b) each owner of record of real property located within the District provided only one signature on the Petition, regardless of the number of parcels owned; and

(c) the names of the signers of the Petition were not withdrawn after filing.

Section 2. Pursuant to Section 67.457.4 of the NID Act and subject to the terms of the Petition, the Broadmoor Condominiums Neighborhood Improvement District is hereby established.

Section 3. The City Council further finds and determines that:

(a) The project name for the improvements described in the Petition shall be the "Broadmoor Condominiums Neighborhood Improvement District Project."

(b) The nature of the improvements includes those costs not to exceed the amount of $1.5 million as set forth on Exhibit B, attached hereto and incorporated herein by reference, which costs are associated with the replacement of the streets within the Broadmoor Condominiums subdivision, including Claymoor Drive, Broadmoor Drive, Green Circle Drive and Green Circle Court, and which constitute improvements as provided in Section 67.453(5) of the NID Act, together with the costs associated with the establishment of the District (collectively, the "Improvements"), exclusive of interest accrued on borrowed money during the period of construction, and the costs of issuance (if any), debt service reserves (if any), and accrued interest on associated temporary notes or neighborhood improvement district bonds issued with respect to any and all portions of the Project.

(c) The current estimated cost of the Improvements to be funded is $1.5 million, to be borrowed from the City's fund reserves. The final cost of the Project assessed against the property within the District and the amount of neighborhood improvement district bonds or other indebtedness issued therefor shall not exceed such estimated cost by more than 25%. There will be no annual assessment pursuant to the NID Act to maintain the Improvements in any year after the neighborhood improvement district bonds issued or other indebtedness issued for the Improvements are paid in full.

(d) The District consists of 108 villa condo units as recorded on plats 1 through 11 of the Gardens of Broadmoor Condominiums Subdivision all within the boundaries of the City, the physical addresses of which are described in Exhibit C, attached hereto and incorporated herein by reference.

(e) The proposed method of assessment is as follows:

(i) the total cost shall be assessed against the real property within the District on a per-lot basis.

Section 4. The City Council finds and determines that the Project is advisable and orders the District to be established for the Project.

Section 5. It is deemed that all of the real property within the District will be benefitted by the Improvements.

Section 6. The City Council orders the plans and specifications for the Project to be prepared and filed with the City Clerk in accordance with the NID Act.

Section 7. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this ordinance.

Section 8. This Ordinance shall be in full force and effect from and after its passage of the City Council and approval by the Mayor.

Passed and approved this ___ day of _____, 2015.

_____
MAYOR

(SEAL)

ATTEST:

_____
CITY CLERK

**EXHIBIT A**
**District Description**

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

# EXHIBIT B
## Cost Estimate

| | Unit | Estimated Quantities | Estimated Unit Cost | Estimated Total Cost |
|---|---|---|---|---|
| REMOVAL & REPLACEMENT OF P.C.C. PAVEMENT | Sq. Yd. | 19,000 | $46.00 | $874,000.00 |
| JOINT SEALANT | Sq. Yd. | 19,000 | $2.00 | $38,000.00 |
| 4" ROLLED STONE BASE | Sq. Yd. | 19,000 | $4.50 | $85,500.00 |
| UNDERGRADING | Cu. Ft. | 200 | $3.00 | $600.00 |
| GEOTEXTILE FABRIC | Sq. Yd. | 19,000 | $1.50 | $28,500.00 |
| STRUCTURAL GEOGRID | Sq. Yd. | 100 | $2.50 | $250.00 |
| SEEDING & MULCHING | Sq. Yd. | 1,100 | $3.00 | $3,300.00 |
| TRAFFIC CONTROL | L.S. | 1.00 | $15,000.00 | $15,000.00 |
| Paved Driveway Approaches | Sq. Yd. | 950 | $60.00 | $57,000.00 |
| Paved Parking Areas | Sq. Yd. | 3,100 | $20.00 | $62,000.00 |
| SAWCUTTING | Lin. Ft. | 50 | $4.00 | $200.00 |
| UNDERDRAINS | Lin. Ft. | 400 | $20.00 | $8,000.00 |
| Handicap Ramps | Each | 20 | $1,500.00 | $30,000.00 |
| SIDEWALKS | Sq. Ft. | 100 | $6.50 | $650.00 |
| REPLACE INLET SILL | Each | 19 | $500.00 | $9,500.00 |
| Replace Grated Inlet | Each | 4 | $1,000.00 | $4,000.00 |
| DRILLING AND DOWELING | Each | 50 | $12.00 | $600.00 |
| A2 JOINTS | Lin. Ft. | 100 | $20.00 | $2,000.00 |
| SILT FENCE | Lin. Ft. | 100 | $2.00 | $200.00 |
| INLET PROTECTION | Each | 23 | $100.00 | $2,300.00 |
| SUBTOTAL | | | $18,307.00 | $1,221,600.00 |
| Testing and On Site Supervision (8%) | | | | $97,728.00 |
| Admin costs (10%) | | | | $122,160.00 |
| GRAND TOTAL | | | | $1,441,488.00 |
| Total Cost Excluding Paved Parking Areas | | | | $1,379,488.00 |

Exhibit C

List of Properties

| Address ID | Parcel ID | Owner |
|---|---|---|
| 44349 | 4485 | Antry Julie & Robert Dale H/H |
| 46004 | 4485 | Fields Susan L |
| 46005 | 4485 | Thompson Gordon C Mareta G H/W |
| 46006 | 4485 | Spalding Robert K Pauline N H/W |
| 46007 | 4485 | Ruiz Living Trust C/O John R Ruiz & |
| 46008 | 4485 | Oak Investment Partners Ltd |
| 46009 | 4485 | Kane Jane Erica |
| 46010 | 4485 | Rozier Francesjane Trustee |
| 46011 | 4485 | Spalding Pauline |
| 46012 | 4485 | Dennis Jean Conrath |
| 46013 | 4485 | Burris Kittie M |
| 46014 | 4485 | Jordan Catherine J & Thomas E W/H |
| 46015 | 4485 | Boswell D Paul & P Verniece H/W |
| 46016 | 4485 | Battram Gregory |
| 46017 | 4485 | Ziervogel Mary C Trustee |
| 46018 | 4485 | Bello Dorothy J |
| 46019 | 4485 | Richards Jonathan B |
| 46020 | 4485 | Koenig Jerry & Linda H/W |
| 46021 | 4485 | Bulte Raymond H & Joyce L H/W |
| 46022 | 4498 | Weitzel Steve Etal |
| 46023 | 4498 | Gerber Susanne J Living Trust |
| 46103 | 4485 | Baker Theresa M |
| 46429 | 11318 | Killion Henrietta G |
| 46430 | 11318 | Hoerchler Sandra |
| 46431 | 11318 | Weir William Gordon & Mary L H/W Trustee |
| 46432 | 11318 | Perez Julio E Living Trust |
| 46433 | 11318 | Resler Paul E Marion M H/W |
| 46434 | 11318 | Brooks Vicki A |
| 46435 | 11318 | Metroulas Dorothy Faye |
| 46436 | 11318 | Greene Ronald L |
| 46437 | 11318 | Becker Cynthia L |
| 46438 | 11318 | Dowling Patrick J Barbara H/W |
| 46439 | 11318 | Vescovo Robert E Sr & Joella Revocable |
| 46440 | 11318 | Gee Mary E Revocable Trust |
| 46441 | 11318 | Anderson Sandra L |
| 46442 | 11318 | Neff Judy K Declaration Of Trust |
| 46443 | 11318 | Howard Ramona G Living Trust |

| | | |
|---|---|---|
| 46444 | 11318 | Robert L & Janet E Jones Trust The |
| 46445 | 11318 | Ahlquist Gretchen |
| 46446 | 11318 | Wynn James P Carol J H/W |
| 46447 | 11261 | Barton Margaret R Revocable Living Trust |
| 46448 | 11261 | Cloyd Catherine Josephine Trustee Etal |
| 46449 | 11261 | Stewart Charles A |
| 46450 | 11261 | Heller Randall L Jr Etal |
| 46451 | 11261 | Heller Randall L Trust |
| 46452 | 11261 | Garthe Joan Trustee |
| 46453 | 11261 | Maurer Donna |
| 46454 | 11261 | Schooley John H Sr Trustee Etal |
| 46455 | 11261 | Anderson Revocable Living Trust The |
| 46456 | 11261 | Schreiber John A & Betty J H/W |
| 46457 | 11261 | Spalding John David |
| 46458 | 11261 | Doyle Lauren E |
| 46459 | 11261 | Laiben Mary Christine |
| 46460 | 11261 | Reichardt Mary Elizabeth |
| 46461 | 11261 | Sawyer Living Trust |
| 46462 | 11261 | Povich M Michele Living Trust |
| 46463 | 11261 | Fishman Karen S |
| 46464 | 11261 | Clements Ronald E & Diane M H/W |
| 46465 | 11190 | Zito Rosalie Trustee Etal |
| 46466 | 11190 | Sievers Richard H Margaret M H/W Trust |
| 46467 | 11190 | Yewell Juanita L Trustee |
| 46468 | 11190 | Welde Craig J & Jennifer L H/W |
| 46469 | 11190 | Rezak Sarajoan Trustee |
| 46470 | 11190 | Reichman Ruth Trustee |
| 46471 | 11190 | Bosche Jane F |
| 46472 | 11190 | Paulsen Emerson & Betty H/W Etal J/T |
| 46473 | 11190 | Carter Virginia B Trustee |
| 46474 | 11190 | Featherstone Ruth L |
| 46475 | 11190 | Fishman Michael L & Delena Jamison H/W |
| 46476 | 11190 | Moldane Meryle G |
| 46477 | 11190 | P120612c |
| 46478 | 11190 | Mccance Geneva H |
| 46479 | 11190 | Mocciola Mimi J |
| 46480 | 11190 | Walshauser Andrea |
| 46481 | 11190 | Cain Joan Trustee |
| 46482 | 11208 | Fountain Sharon & Glen H/H |
| 46483 | 11208 | Younger Doris L & Henry W H/H |
| 46484 | 11208 | Wolf Patricia A |
| 46485 | 11208 | Swan Mary Louise |
| 46486 | 11208 | Kasperski Patricia Anne |
| 46487 | 11208 | Humme Carol J |
| 46488 | 11208 | Platipodis Charles Etal |

| | | |
|---|---|---|
| 46489 | 11208 | Hartman Rosalie V |
| 46490 | 11208 | Roberts Kathleen M |
| 46491 | 11208 | Powell Living Trust |
| 46492 | 11208 | Oberman Steven & Susan H/W |
| 46493 | 11208 | William & Brenda Ernst Revoc Liv Trust |
| 46494 | 11208 | Steffan George John & Mary A Rev Liv |
| 46495 | 11208 | Saenz Mary Ellen |
| 46496 | 11208 | Arnold Martha M |
| 46497 | 11208 | Litwicki Stephen J & Judith A H/W |
| 46498 | 11208 | Zuber Sean C & Terry L H/W |
| 46499 | 11233 | Oneill Lunt Joan |
| 46500 | 11233 | Lobko Audrey M Etal |
| 46501 | 11233 | Reidy Mary C Trustee |
| 46502 | 11233 | Buhr Henry E Sr Trustee Etal |
| 46503 | 11233 | Kersting Richard N & Nancy D H/W |
| 46504 | 11233 | Henderson Reynolds J & Margaret V |
| 46505 | 11233 | Yansen Kathryn E Trustee |
| 46506 | 11233 | Nielsen Suzanne W |
| 46507 | 11233 | Fox Russell C |
| 46508 | 11233 | Ellis Mark & Sandy Qualified Spousal Tr |
| 46509 | 11233 | Kagan Andrew A Jayne M H/W |
| 46510 | 11233 | Moeller John W & Patricia A H/W |
| 46511 | 11233 | Fick Joan S |
| 46512 | 11233 | Schuler Lee J & Judith E H/W |
| 46513 | 11233 | Bryant Sharon L & Terry L H/H |
| 46514 | 11233 | Birner Philip J Rosemary M H/W |
| 46515 | 11233 | Surkamp Thomas E & Diana R H/W |
| 46516 | 11239 | D & H Holdings Llc |
| 46517 | 11239 | Gerber Judith M Trustee |
| 46518 | 11239 | Witte Richard H Trustee |
| 46519 | 11239 | Reese Deborah J |
| 46520 | 11239 | Rapp George W Mary Sue H/W Etal J/T |
| 46521 | 11239 | Miller Barbara B |
| 46522 | 11239 | Miller Edward M Sr Karen K H/W |
| 46523 | 11239 | Morrissey Family Legacy Trust |
| 46524 | 11239 | Walters Michael L Alonda J H/W |
| 46525 | 11239 | Lussky John W & Carol H/W |
| 46526 | 11239 | Real Norma M Living Trust |
| 46527 | 11239 | Braun Anthony G Trustee Etal |
| 46528 | 11239 | Ambient Investments Llc |
| 46529 | 11239 | Tourkakis Homer & Harriet W H/W |
| 46530 | 11239 | Di Rollo Francesca |
| 46531 | 11239 | Rich Melvin E Geraldine N H/W Trustees |
| 46532 | 11239 | Amendola Margaret |
| 46533 | 11253 | Klugesherz Ann |

| | | |
|---|---|---|
| 46534 | 11253 | Jeter Phyllis J |
| 46535 | 11261 | Newman Morton R & Chris R Trust |
| 46536 | 11261 | Lee Clayton F Darla J H/W Trustees |
| 46537 | 11261 | Burtelow Maria Trustee Etal |
| 46538 | 11261 | Waddell Kristen |
| 46539 | 11261 | Haviluk Cheryl |
| 46540 | 11261 | Tessler Michael & Alicia H/W |
| 46541 | 11261 | Orlando Josephsamuel Trustee |
| 46542 | 11261 | Flora Maria |
| 46543 | 11266 | England Revocable Trust |
| 46544 | 11266 | Mendelsohn Morton D Leanore G H/W Trus |
| 46545 | 11268 | Berg William Kess & Amy S H/W |
| 46546 | 11268 | Dolan Patrick H Trustee |
| 46547 | 11268 | Lowe Timothy J & Janet G H/W |
| 46548 | 11268 | Koch Mary H Trustee |
| 46549 | 11268 | Trout Sue Ann Etal |
| 46550 | 11268 | Herzog Patricia M |
| 46551 | 11280 | Marschke Darryl E |
| 46552 | 11280 | Griffin John J Jr Trustee |
| 46553 | 11280 | Lombardo Sharon L & Kenneth P H/H J/T |
| 46554 | 11280 | Leahy Virgil P & Genevieve L H/W Trustee |
| 46555 | 11280 | Konneman Larry D & Jerri D H/W |
| 46556 | 11280 | House Donald L Madonna M H/W |
| 46557 | 11280 | Brown Julie L |
| 46558 | 11280 | Woltzen E Sigrid & Herschel E H/H Truste |
| 46559 | 11280 | Briles Raymond & Strifler Briles Pamela |
| 46560 | 11297 | Wolf Jean P Living Trust |
| 46561 | 11297 | Warren Harold L & Lorraine H H/W |
| 46562 | 11297 | Schuman Stephen |
| 46563 | 11297 | Clear Carolyn H |
| 46564 | 11297 | Larose Charles G & Linda D H/W |
| 46565 | 11297 | Schneider Matthew W |
| 46566 | 11297 | Baldwin George & Janice H/W |
| 46567 | 11297 | Radwick Mark S Etal J/T |
| 46568 | 11297 | Archer Dolores F |
| 46569 | 11297 | Dominguez Oscar R |
| 46570 | 11297 | Haney Barbara J |
| 46571 | 11297 | Casey Mary P |
| 46572 | 11297 | Scissors Robert I & Saundra L H/W Trs |
| 46573 | 11297 | Shapiro Sylvia |
| 46574 | 11297 | Sherman Suzanne Etal J/T |
| 46575 | 11297 | Sanders Bert C Jr & E Sue H/W |
| 46576 | 11297 | Flynn Margaret O |
| 46577 | 11334 | Baron Richard E & Janet E H/W |
| 46578 | 11334 | Janik Angela M |

| | | |
|---|---|---|
| 46579 | 11334 | Russell Kenneth R & Caralynne H/W |
| 46580 | 11334 | Gunning Thomas E & Jeffalene L H/W |
| 46581 | 11334 | Link Family Legacy Trust |
| 46582 | 11334 | Barnes Bob O Carol L H/W Trustees |
| 46583 | 11334 | Anderson James C Iii Tr Etal |
| 46584 | 11334 | Huang Keuilan H |
| 46585 | 11334 | Stroot Frank & Clara H/W |
| 46586 | 11318 | Schneider Rudy H |
| 46587 | 11318 | Reed John Jr Etal J/T |
| 55173 | 11318 | Stevens Edward & Melita H/W |
| 55201 | 11318 | Senci Peter W & Piroska Trustees |
| 55203 | 11318 | Gomez Cesar A & Marie R H/W Trustee |
| 46591 | 11318 | Meyer Robert W Vera J H/W Trustees |
| 46592 | 11318 | Deiss Rita L |
| 46593 | 11322 | Topside Partnership |
| 55204 | 11322 | Boraz Mitch |
| 46595 | 11322 | Oberman Mark & Jane S H/W |
| 55205 | 11334 | Bgb Homes |
| 55225 | 11334 | Horner Michele D |
| 55206 | 11334 | Leonhardt Jacqueline J Trustee |
| 46599 | 11334 | Frueh Rose C Trustee |
| 46600 | 11334 | Orth Robert L & Margot J H/W Trs |
| 55224 | 11334 | Hof Stephanie |
| 55223 | 11334 | Pasek Family Revocable Living Trust |
| 55222 | 11334 | Babu Ajit N & Madhu S H/W |
| 46604 | 11334 | Sulzer Roger J Revoc Trust Etal |
| 46605 | 11334 | Kessler Gerald Natalie S H/W Trustees |
| 46606 | 11334 | Tebbe Jane E |
| 46607 | 11334 | Oliver Jane W Revocable Trust |
| 4485 | 4485 | Marty Keith A & Diana J H/W |
| 4498 | 4498 | Bertsch Philip & Ly Bong H/W |
| 11190 | 11190 | Voris Marilyn E |
| 11208 | 11208 | Schmitz Lila E |
| 11233 | 11233 | Ibur Betty Trustee |
| 11239 | 11239 | Borgers Jo Ann Trust |
| 11253 | 11253 | Mcbride Allen & Carol H/W |
| 11261 | 11261 | Dibner Steven & Julia Janes H/W |
| 11266 | 11266 | Maitz Carlos A |
| 11268 | 11268 | Saemisch Frederick C Bobbette B Trs |
| 11280 | 11280 | Orr Edwin Scott Revocable Trust Etal |
| 11297 | 11297 | Davis Sara J |
| 11318 | 11318 | Paap Heidi C |
| 11322 | 11322 | Klohmann Richard H Helen W H/W |
| 11334 | 11334 | Garvin Amelia M Trustee |

BILL NO. 3042 ORDINANCE NO. ____

**AN ORDINANCE RE-ADOPTING THE PROCEDURE ESTABLISHED IN ORDINANCE NO. 605 OF THE CITY OF CHESTERFIELD AS THE PROCEDURE FOR DISCLOSURE OF CONFLICTS FOR CERTAIN MUNICIPAL OFFICIALS.**

WHEREAS, Missouri Statute 105.485 authorizes the City of Chesterfield to adopt an ordinance which establishes its own method of disclosing potential conflicts of interest; and

WHEREAS, without such as ordinance, each official, officer or employee of the City, and each candidate for office shall be required to file a financial interest statement with the Missouri Ethics Commission, pursuant to subsection 2 of Section 105.485; and

WHEREAS, the City Council originally adopted its own ordinance establishing a method of disclosing potential conflicts of interest with Ordinance No. 605, adopted August 19, 1991 and has renewed the ordinance at least biennially, and often annually, since 1991; and

WHEREAS, the City Council finds it is in the best interest of the public to readopt Ordinance 605 as the procedure for disclosure of conflicts of interests for the City of Chesterfield;

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

**Section 1**. The City of Chesterfield hereby formally re-adopts the procedure set out in Ordinance No. 605 as the procedure for disclosure of potential conflicts of interest and substantial interests.

**Section 2**. All requirements as set out in Ordinance No. 605 are to remain in full force and effect.

**Section 3**. The City Clerk is directed to send a certified copy of this Ordinance to the Missouri Ethics Commission prior to September 15, 2015.

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

Passed and approved this _____day of _____, 2015.

_____

**MAYOR**

**ATTEST:**

_____

**CITY CLERK**

First Reading Held: _____

STEWART, MITTLEMAN, HENRY & O'ROURKE L.L.C.
ATTORNEYS AT LAW

Harold V. O'Rourke
horourke@smholaw.com

July 13, 2015

✓MGH
7/13/15

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

RE: Conflict of Interest Ordinance

Dear Mike:

Enclosed, please find an ordinance re-adopting the City's conflict-of-interest ordinance. I would ask that you place this on the July 20, 2015 City Council agenda for a first reading, and the August 3, 2015 City Council agenda for a second reading. Alternatively, if the Council wishes, both readings of this bill could be held at either of the above-two specified meetings. The ordinance must be passed before September 15, 2015.

Missouri Statute 105.485 authorizes, but does not mandate, the City of Chesterfield to adopt an ordinance which establishes its own method of disclosing potential conflicts of interest. *105.485(4) R.S.Mo.* Section 105.485 requires that the political subdivision adopt the ordinance biennially at an open meeting **by the fifteenth of September**. *Id.* A certified copy of the ordinance must be filed within ten days of its adoption. *Id.* If Chesterfield fails to adopt the ordinance before its expiration, each official, officer or employee or candidate shall be required to file a financial interest statement with the Missouri Ethics Commission, pursuant to subsection 2 of Section 105.485. *Id.* However, it is the habit of the City to pass the ordinance on an annual basis, a prudent practice I endorse.

Section 105.485 applies to any political subdivision with an annual operating budget in excess of one million dollars, and so includes Chesterfield. *105.483(11) R.S.Mo.* Chesterfield originally adopted ordinance number 605 on August 19, 1991. The ordinance has been readopted several times since then, the last time on September 3, 2014, with Ordinance No. 2806.

If you have any questions or need further information, please do not hesitate to call.

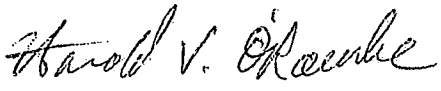
222 South Central Avenue, Suite 501. St. Louis, MO 63105-3575 PHONE 314.863.8484 FAX 314.863.5312

Allan F. Stewart*†‡
Mark D. Mittleman
Deborah C. M. Henry
Harold V. O'Rourke
Katherine E. Henry

OF COUNSEL
Joseph R. Niemann

* Also admitted in Illinois † Fellow of the American Academy of Matrimonial Lawyers ‡ Fellow of American Academy of Adoption Attorneys

Sincerely,



Harold V. O'Rourke

enc.

**BILL NO.** 3044 **ORDINANCE NO.** _____

**AN ORDINANCE REPEALING 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.**

**WHEREAS,** the City Council of the City of Chesterfield previously has provided pursuant to Ordinance number 12 Standing Committees, membership-appointments to said committees, and the committees' functions; and

**WHEREAS**, the City Council of the City of Chesterfield Amended Ordinance number 12 in part, by passing and approving Ordinance number 467, that amended that part of Ordinance number 12 that established the Standing Committees of the City Council of the City of Chesterfield; and

**WHEREAS**, the City Council of the City of Chesterfield determines that it is expedient for the good government of the City to further establish the Standing Committees of the City Council and adopt rules and regulations of such committees;

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

Section 1. Ordinance Number 467 12 is hereby repealed in its entirety.

Section 2. Ordinance No. 12, Section 13 (Standing Committees) is hereby amended in part, by deleting Section 13 thereof and by adding the following language in its place:

"**Section 13. Standing Committees.**

**A. Establishment. There are hereby established as Standing Committees of the City Council the following:**

1. **Finance and Administration;**
2. **Parks, Recreation and Arts;**
3. **Planning and Public Works; and**
4. **Public Health and Safety.**

**B. Membership - Appointment.**

**(1) Each committee shall be compromised of four (4) Councilmembers. One (1) Councilmember from each of the City's four (4) Wards will serve on each committee, with no two (2) Councilmembers from the same Ward serving on the same committee.**

**(2) The President Pro-Tem shall coordinate the process of committee assignments and chairpersons in consultation with all Councilmembers. The President Pro-Tem shall appoint members of the Council to Committees and Committee Chairpersons upon the approval of the City Council by formal vote taken at the first City Council meeting immediately following each regular City election held in April of every year.**

**(3) The Mayor and City Administrator shall both serve as non-voting Ex Officio members of each committee.**

**(4) Chairperson. One (1) Councilmember from each Ward shall serve as a Chairperson of a Committee, and no person shall serve as Chairperson of more than one (1) committee. The Councilmember selected as Chairperson of each committee shall be that person, from his or her ward, whose term is up for re-election the following April.**

**(5) Vacancy. Should there be a vacancy on the Council, the other Councilmember of the affected Ward shall be deemed a full voting member of the committees upon which his or her Ward-mate served until said vacancy has been filled. If the Councilmember previously occupying the currently vacant position**

**served as Chairperson, the Vice-Chairperson, at the time of the vacancy, shall assume the position of Chairperson.**

C. FUNCTIONS

a. **Making recommendations to the Council or to the City Administrator, or both, concerning any of the matters within its purview, when requested and also at other times when it appears that the best interest of the City and its residents will be served thereby.**

b. **Formulating, with the assistance of the staff, long-range plans and evaluation and revision (if necessary) of such plans as adopted; and**

c. **Reviewing and recommending legislation concerning any of the matters within its purview.**

d. **Quorum and presiding officer. At least three Councilmembers must be present in order to hold a Committee meeting. The Chairperson shall preside over the Committee meeting. In the absence of the Chairperson, the Vice-Chairperson shall preside.**

e. **Recommendations to Council. Other than items discussed and/or acted upon by the Planning and Public Works Committee, in order for an item to pass out of Committee to the Council, said item shall require at least two (2) affirmative votes. Three (3) affirmative votes are required for an item to be passed to the Council with a favorable recommendation from the Committee.**

**f. Closed Meetings. Closed meetings cannot be held at any meeting of the Standing Committees.**

Section 3. In all other respects not in conflict herewith, Ordinance Number 12 is and shall remain in full force and effect.

Section 4. 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: _____

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: _____

**ORDINANCE**

**BILL NO.** 3046 **ORDINANCE NO.** _____

**AN ORDINANCE TO ENABLE 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.**

**WHEREAS**, the 95th General Assembly of the State of Missouri has adopted the Property Assessment Clean Energy Act, Sections 67.2800 to 67.2835, Revised Statutes of Missouri (the "PACE Act"); and

**WHEREAS**, it is in the best interests of the health, safety, and welfare of the City of Chesterfield, Missouri and its residents to encourage the development, production, and efficient use of clean energy and renewable energy, as well as the installation of energy efficiency improvements to publicly and privately owned real property; and

**WHEREAS**, the primary intent of funding energy efficiency and renewable energy improvements pursuant to the PACE Act is to promote the public purposes described above; and

**WHEREAS**, Section §67.2810.1, RSMo has authorized one or more Municipalities (as defined in Section §67.2800.7, RSMo) to establish a Clean Energy Development District, administered by a Clean Energy Development Board, to initiate and administer a Property Assessed Clean Energy ("PACE") Program so that owners of qualifying property can access funding for energy efficiency improvements or renewable energy improvements to the properties located in such Municipalities; and

**WHEREAS**, on June 15, 2015, a Clean Energy Development District Board, named Show Me PACE, was created with the intention that all Municipalities within the State of Missouri would be eligible to join and participate by approving an appropriate ordinance or resolution; and

**WHEREAS**, it is in the best interests of the City of Chesterfield, Missouri and its residents to join and participate in Show Me PACE.

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

**SECTION 1**: The City hereby approves and authorizes joining and participating in Show Me PACE based on the following:

A. Title and Definitions.

1. *Title*. This Ordinance shall be known and may be cited as "The City of Chesterfield, Missouri Show Me Property Assessed Clean Energy Ordinance."

2. *Definitions*. Except as specifically provided below, words and phrases used in this Ordinance shall have their customary meanings. Words and phrases defined in Section 67.2800.2 of the Missouri Revised Statutes, as amended, shall have those defined meanings when used in this Ordinance. As used in this Ordinance, the following words and phrases shall have the meanings indicated.

   a. "Show Me PACE" or "District" means the Show Me PACE District.

   b. "PACE Assessment" means a special assessment made against qualifying property in consideration of PACE Funding.

   c. "PACE Funding" means funds provided to the owner(s) of Qualifying Property by the District for an energy efficiency or renewable energy improvement.

   d. "Qualifying Property" means real property located in the City of Chesterfield, Missouri that satisfies the criteria set forth in the PACE Act.

B. Program Administration. Show Me PACE shall administer the functions of a PACE program within the City by:

1. providing property owners with an application to apply for PACE Funding;

2. developing standards for the approval of projects submitted by Qualifying Property owners;

3. reviewing applications and selecting qualified projects;

4. entering into Assessment Contracts with Qualifying Property owners;

5. providing a copy of each executed Notice of Assessment to the County Assessor and causing a copy of each such Notice of Assessment to be recorded in the real estate records of the Recorder of Deeds for the County;

6. authorizing and disbursing PACE Funding to the Qualifying Property owners;

7. receiving the PACE Assessment from the County Collector;

8. recording any lien, if needed, due to nonpayment of a PACE Assessment; and

9. exercising all powers granted by Section 67.2810.2 of the Missouri Revised Statutes, as amended, including, but not limited to, the power to levy and collect the PACE Assessment pursuant to an Assessment Contract with a Qualifying Property owner.

C. Liability of City Officials; Liability of City. Notwithstanding any other provision of law to the contrary, officers and other officials of the City of Chesterfield, Missouri shall not be personally liable to any person for claims, of whatever kind or nature, under or related to the City's participation in the PACE program, including, without limitation, claims for or related to uncollected PACE Assessments. The City of Chesterfield, Missouri has no liability to a property owner for or related to energy savings improvements funded under a PACE Program. The District shall for all purposes be considered an independent entity and shall not be considered a political subdivision of the City of Chesterfield, Missouri.

D. Existing Laws Not Superseded. Any project or improvement at any Qualifying Property which is funded in whole or in part of PACE Funding shall be subject to all ordinances, rules and regulations in effect at that time.

E. City as a Non-Party. The City of Chesterfield, Missouri shall not be a party to any PACE Funding agreement, loan, or other commitment, however denominated, executed between the District and the owner(s) (or their representatives, together with any successors and assigns) of any Qualifying Property.

**SECTION 2**: The City of Chesterfield, Missouri declares its intent that the provisions of this Ordinance shall be in conformity with federal and state laws. The City enacts this Ordinance pursuant to Sections 67.2800 to 67.2835 of the Missouri Revised Statutes, as amended.

**SECTION 3**: The City of Chesterfield, Missouri does hereby request that it be approved by the Clean Energy Development Board of Show Me PACE as a duly authorized participant in the District.

**SECTION 4**: The election of the City of Chesterfield, Missouri to join the District shall in no way constitute an obligation of the City necessitating any corresponding appropriation.

**SECTION 5**: The City Clerk is hereby authorized to deliver a duly executed copy of this Ordinance to the Clean Energy Development Board of the District or its designee, together with the jurisdictional and geographic boundaries of the City for inclusion in the jurisdictional and geographic boundaries of the District.

**SECTION 6**: 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. 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** | **Traffic on Highway, Road, Street or Alley Listed Below Shall Stop** |
|---|---|
| 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 Crossing Lane and Westmeade Drive | Westmeade Drive (northbound and southbound) |
| 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) |
| Baxter Road and Claymont Estates Drive | Claymont Estates Drive (eastbound and westbound) |
| Baxter Road and Country Field Drive | Country Field Drive (northbound) |
| Baxter Road and Heathercroft Drive | Heathercroft Drive (northbound) |
| Baxter Road and Isleview Drive | Isleview Drive (westbound & eastbound) |
| Baxter Road and Manor Creek Drive | Manor Creek Drive (southbound) |
| Baxter Road and Royalbrook Drive | Royalbrook Drive (westbound) |
| Baxter Road and Summer Lake Drive | Summer Lake Drive (westbound) |
| Baxter Road and Summer Ridge Drive | Summer Ridge Drive (eastbound and westbound) |
| Beagle Lane and Walfield Lane | Walfield Lane (northbound) |
| Beechcraft Avenue and Edison Avenue | Beechcraft Avenue |
| Bell Avenue and Edison Avenue | Bell Avenue (northbound,southbound) |
| Bent Tree Drive and Wilson Road | Bent Tree Drive (westbound) |
| Benton Taylor Drive and Benton Taylor Lane | Benton Taylor Lane (southbound) |
| Blue Hill Road and Kehrs Mill Road | Blue Hill Road (southbound & northbound) |
| Bow Tree Court and Clarkson Road | Bow Tree Court (southbound) |
| Boxford Court and Saylesville Drive | All-Way stop |
| Bramblewood Court and Stablestone Drive | Bramblewood Court (northbound) |
| Brittania Court and Brittania Drive | Brittania Court |
| Brittania Drive and Buckington Drive | Buckington Drive |
| Brittania Drive and Gatemont Drive | Gatemont Drive |
| Brittania Drive and Oxborough Court | Oxborough Court |
| Brittania Drive and Schoettler Road | Brittania Drive (westbound) |
| Brook Hill Court and Brook Hill Drive | Brook Hill Court (northbound and southbound) |
| Brook Hill Drive and Brook Hill Ridge Drive | All-Way stop |
| Brook Hill Lane and White Lane Drive | White Lane Drive |
| Burkhardt Place and Veterans Place Drive | Veterans Place Drive (northbound) |
| Carriage Crossing Lane and Wild Horse Creek Road | 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 |
| Chermoore Drive and Schoettler Road | Chermoore 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) |
| Country Field Drive and Golden Rain Drive | Golden Rain Drive (Eastbound and Westbound) |
| 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 | 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) |
| Heather Crest Drive and Villar Hill Drive | Villar Hill Drive (southbound and northbound) |
| Heathercroft Drive and Highcroft Drive | Judson Manor Drive (northbound and southbound) |
| Heathercroft Drive and Summer Ridge Drive | Summer Ridge Drive |
| High Valley Drive and Olive Boulevard | High Valley Drive (northbound) |
| Highcroft Drive and Heffington Drive and driveway to Parkway Elementary School | Heffington Drive and the driveway to Parkway 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 and Land-O-Woods Drive | La Barge Drive (eastbound) and Land-O-Woods Drive (northbound) |
| 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 |
| Land O Woods Drive and Judson Manor Drive | Judson Manor Drive (eastbound and westbound) |
| Long Castle Forest Court and Parasol Drive | All-Way stop |
| 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 | Monterra Drive (northbound) |
| New Bedford Court and Saylesville Drive | New Bedford Court (eastbound) |
| Oak Post Lane and Old Baxter Road | Oak Post Lane (westbound) |
| Oak Stand path, Oak Stand Court and Willow Weald path | Oak Stand Court (northbound) |
| Oak Stand path and Pine Copse Path | Oak Stand Path (northbound and southbound) |
| Old Baxter Road and Hedgeford Drive | Hedgeford Drive (westbound) |
| Old Baxter Road and Baxter Lane | Baxter Lane (westbound) |
| Old Baxter Road and Century Lake Drive | Century Lake Drive (westbound) |
| Old Chesterfield Road and Santa Maria Drive | Santa Maria Drive (northbound) |
| Olive Boulevard and River Bend Drive | River Bend Drive (southbound) |
| Olive Boulevard and Sunbridge Drive | Sunbridge Drive (southbound) |
| Olive Boulevard and West Drive | West Drive (eastbound) |
| Olive Boulevard and Westbury Drive | Westbury Drive (northbound) |
| Olive Boulevard and Westernmill Drive | Westernmill Drive (northbound) |
| Olive Boulevard and White Plains Drive | White Plains Drive (westbound) |
| Parasol Drive and Shadyford Court | All-Way stop |
| Pine Copse Path and Willow Weald Path | Pine Copse Path (eastbound) |
| Public Works Drive and THF Boulevard and Chesterfield Valley Drive | THF Boulevard (westbound); Chesterfield Valley Drive (eastbound) |
| Rainey Lake Drive and White Road | Rainey Lake Drive (westbound) |
| RHL Drive and THF Boulevard | THF Boulevard (eastbound, westbound) |
| RHL Drive and Commons Frontage Road | All-Way stop |
| Ridge Trail Drive and River Valley Drive | All-Way stop |
| River Valley Drive and River Way Drive | River Way Drive (westbound) |
| Rockmoor Drive and Schoettler Valley Drive | Rockmoor Drive (eastbound) |
| Rogue River Drive and White Road | Rogue River Drive (southbound) |
| Rogue River Drive and Winema Drive | All-Way stop |
| Royal Crest Court and South Outer Forty | Royal Crest Court (northbound) |
| Santa Maria Drive and Wild Horse Creek Road | Santa Maria Drive (southbound) |
| Saylesville Drive and Wethersfield Terrace Court | Wethersfield Terrace (eastbound) |
| Schoettler Road and Summer Blossom Lane | Summer Blossom Lane (southbound) |
| Schoettler Road and Sycamore Manor Drive | Sycamore Manor Drive (southbound) |
| Schoettler Road and Windsor Valley Court | Windsor Valley Court (westbound) |
| Schoettler Valley Drive and Squireway & Pine Run Drive | All-Way Stop |
| Seven Gables Court and White Road | Seven Gables Court (eastbound) |
| South Outer Forty and Woodroyal East Drive | Woodroyal East Drive |
| South Outer Forty and Woodroyal West 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) |
| 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 |
| 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.

| **Intersection** | **Traffic on Highway, Road, Street or Alley Listed Below Shall Stop** |
|---|---|
| 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) |
| Baxter Road and Claymont Estates Drive | Claymont Estates Drive, (eastbound and westbound) |
| Baxter Road and Country Field Drive | Country Field Drive, (northbound) |
| Baxter Road and Heathercroft Drive | Heathercroft Drive, (northbound) |
| Baxter Road and Isleview Drive | Isleview Drive, (westbound) |
| Baxter Road and Manor Creek Drive | Manor Creek Drive, (southbound) |
| Baxter Road and Royalbrook Drive | Royalbrook Drive, (westbound) |
| Baxter Road and Summer Lake Drive | Summer Lake Drive, (westbound) |
| Baxter Road and Summer Ridge Drive | Summer Ridge Drive, (eastbound and westbound) |
| Beechcraft Avenue and Edison Avenue | Beechcraft Avenue |
| Bell Avenue and Edison Avenue | Bell Avenue (northbound,southbound) |
| Bent Tree Drive and Wilson Road | Bent Tree Drive, (westbound) |
| Benton Taylor Drive and Benton Taylor Lane | Benton Taylor Lane, (southbound) |
| Blue Hill Road and Kehrs Mill Road | Blue Hill Road, (southbound & northbound) |
| Bow Tree Court and Clarkson Road | Bow Tree Court, (southbound) |
| Boxford Court and Saylesville Drive | All-Way stop |
| Bramblewood Court and Stablestone Drive | Bramblewood Court, (northbound) |
| Braumton Court and Buckington Drive | Braumton Court, (northbound) |
| Brittania Court and Brittania Drive | Brittania Court |
| Brittania Drive and Buckington Drive | Buckington Drive |
| Brittania Drive and Gatemont Drive | Gatemont Drive |
| Brittania Drive and Oxborough Court | Oxborough Court |
| Brittania Drive and Schoettler Road | Brittania Drive, (westbound) |
| Brook Hill Court and Brook Hill Drive | Brook Hill Court (northbound and southbound) |
| Brook Hill Drive and Brook Hill Ridge Drive | All-Way stop |
| Brook Hill Lane and White Lane Drive | 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) |
| 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 Drive and Heather Crest Drive | Heather Crest Drive |
| Chequer Drive and Highcroft Drive | All-Way stop |
| Chermoore Drive and Schoettler Road | Chermoore 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 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) |
| Country Field Drive and Golden Rain Drive | Golden Rain Drive (Eastbound and Westbound) |
| 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) |
| Heathercrest Drive and Villar Hill Drive | Villar Hill Drive, (southbound and northbound) |
| Heathercroft Drive and Highcroft Drive | All-Way stop |
| Heathercroft Drive and Summer Ridge Drive | Summer Ridge Drive |
| High Valley Drive and Olive Boulevard | High Valley Drive, (northbound) |
| Highcroft Drive and Heffington Drive and driveway to Parkway Elementary School | Heffington Drive and the driveway to Parkway 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 and Land-O-Woods Drive | La Barge Drive (eastbound) and Land-O-Woods Drive (northbound) |
| 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 | Monterra Drive, (northbound) |
| New Bedford Court and Saylesville Drive | New Bedford Court (eastbound) |
| Oak Post Lane and Old Baxter Road | Oak Post Lane, (westbound) |
| Oak Stand path, Oak Stand Court and Willow Weald path | Oak Stand Court, (northbound) |
| Oak Stand path and Pine Copse Path | Oak Stand Path, (northbound and southbound) |
| Old Chesterfield Road and Santa Maria Drive | Santa Maria Drive, (northbound) |
| Olive Boulevard and River Bend Drive | River Bend Drive, (southbound) |
| Olive Boulevard and Sunbridge Drive | Sunbridge Drive, (southbound) |
| Olive Boulevard and West Drive | West Drive, (eastbound) |
| Olive Boulevard and Westbury Drive | Westbury Drive, (northbound) |
| Olive Boulevard and Westernmill Drive | Westernmill Drive, (northbound) |
| Olive Boulevard and White Plains Drive | White Plains Drive, (westbound) |
| Parasol Drive and Shadyford Court | All-Way stop |
| Pine Copse Path and Willow Weald Path | Pine Copse Path (eastbound) |
| Portico Drive at the crosswalk in front of the Green Trails Elementary School | Portico Drive during school hours when manually operated signs are facing traffic |
| Rainey Lake Drive and White Road | Rainey Lake Drive, (westbound) |
| Ridge Trail Drive and River Valley Drive | All-Way stop |
| River Valley Drive and River Way Drive | River Way Drive, (westbound) |
| Rockmoor Drive and Schoettler Valley Drive | Rockmoor Drive, (eastbound) |
| Rogue River Drive and White Road | Rogue River Drive, (southbound) |
| Rogue River Drive and Winema Drive | All-Way stop |
| Royal Crest Court and South Outer Forty | Royal Crest Court, (northbound) |
| Santa Maria Drive (mid-block) | Santa Maria Drive, five hundred (500) feet north of Wild Horse Creek Road, at 230 Santa Maria Drive |
| Santa Maria Drive and Wild Horse Creek Road | Santa Maria Drive, (southbound) |
| Saylesville Drive and Wethersfield Terrace Court | Wethersfield Terrace (eastbound) |
| Schoettler Road and Summer Blossom Lane | Summer Blossom Lane, (southbound) |
| Schoettler Road and Sycamore Manor Drive | Sycamore Manor Drive, (southbound) |
| Schoettler Road and Windsor Valley Court | Windsor Valley Court (westbound) |
| Schoettler Valley and Squireway & Pine Run | All-Way stop |
| Seven Gables Court and White Road | Seven Gables Court, (eastbound) |
| South Outer Forty and Woodroyal East Drive | Woodroyal East Drive |
| South Outer Forty and Woodroyal West 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) |

| | |
|---|---|
| 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.

| **Intersection** | **Traffic on Highway, Road, Street or Alley Listed Below Shall Yield** |
|---|---|
| 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)<br>Brightfield Manor Drive (westbound) |
| Old Baxter Road | Old Baxter Road at Roundabout (southbound) |
| Park Circle Drive and Main Circle Drive | Park Circle Drive (westbound) |
| Summer Ridge Drive and York Ridge Court | York Ridge Court (eastbound and westbound) |
| Summer Ridge Drive and Sumter Ridge Court | Sumter Ridge Court (eastbound and westbound) |
| West Manor Drive and Penshurst Place, (western intersection) | Penshurst Place (westbound) |
| Yarmouth Point Drive and Candish Lane | 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

| **Intersection** | **Traffic on Highway, Road, Street or Alley Listed Below Shall Yield** |
|---|---|
| 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_____

**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 CHESTERIFIELD - 19S431691 QNE 19S430579) (**SECOND READING - PLANNING COMMISSION RECOMMENDS APPROVAL**)

**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 AND SECOND READINGS; DEPT. OF PUBLIC SERVICES RECOMMENDS APPROVAL**)

**BILL NO. 3041** **ORDINANCE NO._____**

**AN ORDINANCE AMENDING 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 & 19S430579).**

**WHEREAS,** The Grove Assisted Living, LLC, has requested a change in zoning to "UC" Urban Core District for a 3.6 acre tract of land, more or less, located southeast of the intersection of Chesterfield Parkway West and Justus Post Road; and,

**WHEREAS,** a Public Hearing was held before the Planning Commission on April 13, 2015; and,

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

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

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

**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 and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a "UC" Urban Core District with conditions therein incorporated into the Attachment A, which is attached hereto and made a part hereof and as described as follows:

A tract of land being Lot A and Part of Lot B of "Chesterfield Village Area 'A' Phase One Plat One", a subdivision recorded in Plat Book 158, Page 96 and 97 of the St. Louis County, Missouri Recorder's Office and being more particularly described as follows:

BEGINNING at the Southwest corner of Lot A of "Chesterfield Village Area 'A' Phase One Plat One", a subdivision recorded in Plat Book 158, Page 96 and 97 of the St. Louis County, Missouri Recorder's Office, said point being on the Eastern line of Justus Post Road, thence in a northerly direction along said Eastern line along a curve to the left having a radius of 641.50 feet, an arc length of 34.89 feet, the chord of which bears North 10 degrees 41 minutes 14 seconds East, a chord distance of 45.48 feet to a point; thence North 08 degrees 39 minutes 21 seconds East, a distance of 135.63 feet to a point; thence South 81 degrees 20 minutes 39 seconds East, a distance of 8.50 feet to a point; thence North 08 degrees 39 minutes 21 seconds East, a distance of 10.00 feet to a point; thence North 42 degrees 22 minutes 04 seconds East, a distance of 35.43 feet to a point on the Southern line of Chesterfield Parkway; thence along said Southern line South 83 degrees 56 minutes 31 seconds East, a distance of 350.47 feet to a point; thence South 38 degrees 56 minutes 31 seconds East, a distance of 142.84 feet to a point on the Western line of Fontaine Road; thence along said Western line South 06 degrees 03 minutes 29 seconds West, a distance of 71.30 feet to a point; thence South 06 degrees 42 minutes 00 seconds West, a distance of 88.72 feet to a point on a non-tangent curve to the left; thence along said curve to the left having a radius of 277.00 feet, and arc length of 145.73 feet, the chord of which bears South 27 degrees 41 minutes 36 seconds East, a chord distance of 144.06 feet to a point on a non-tangent curve to the right; thence along said curve to the right having a radius of 385.00 feet, an arc length of 40.65 feet, the chord of which bears South 39 degrees 44 minutes 26 seconds East, a chord distance of 40.63 feet to a point; thence South 42 degrees 03 minutes 46 seconds West, a distance of 37.46 feet to a point; thence South 34 degrees 28 minutes 56 seconds East, a distance of 10.53 feet to a point on the Southern line of Lot B of the aforesaid "Chesterfield Village Area 'A' Phase One Plat One"; thence along the Southern line of said Lot B and the aforesaid Lot A North 69 degrees 28 minutes 51 seconds West, a distance of 253.04 feet to a point; thence North 51 degrees 13 minutes 50 seconds West, a distance of 313.11 feet to a point; thence North 86 degrees 55 minutes 18 seconds West, a distance of 75.83 feet to the point of beginning and containing 3.6 acres more or less as per

a survey by Stock & Associates Consulting Engineers, Inc. during February, 2014.

**Section 2.** The preliminary approval, pursuant to the City of Chesterfield Zoning Ordinance is granted, subject to all of the ordinances, rules and regulations and the specific conditions as recommended by the Planning Commission in its recommendation to the City Council, which are set out in the Attachment "A" 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 The Grove Assisted Living, LLC in P.Z. 03-2015, 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 13th day of April 2015, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this _____ day of _____, 2015

_____
MAYOR

ATTEST:

_____
CITY CLERK

FIRST READING HELD: July 20, 2015

# 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 UC Urban Core District shall be:
   a. Animal grooming service
   b. Art gallery
   c. Art studio
   d. Automotive retail supply
   e. Bakery
   f. Barber or beauty shop
   g. Brewpub
   h. Broadcasting studio
   i. Church and other place of worship
   j. Club
   k. Coffee shop
   l. Coffee shop, drive-thru
   m. Commercial service facility
   n. Community center
   o. Day Care Center
   p. Drug store and pharmacy
   q. Drug store and pharmacy, drive-thru

r. Dry cleaning establishment

s. Dry cleaning establishment, drive-thru

t. Education facility- specialized private schools

u. Education facility- vocational school

v. Educational facility- college/university

w. Educational facility- kindergarten or nursery school

x. Film drop-off and pick-up station

y. Financial institution

z. Financial institution, drive-thru

aa. Grocery-community

bb. Grocery-neighborhood

cc. Group Residential Facility

dd. Gymnasium

ee. Hospice

ff. Hotel and motel

gg. Laundromat

hh. Library

ii. Mortuary

jj. Museum

kk. Newspaper stand

ll. Nursing home

mm. Office, dental

nn. Office, general

oo. Office, medical

pp. Park

qq. Professional and technical service facility

rr. Public safety facility

ss. Reading room

tt. Recreation facility

uu. Research facility

vv. Restaurant, fast food

ww. Restaurant, sit down

xx. Restaurant, take out

yy. Retail sales establishment, community

zz. Retail sales establishment, neighborhood

aaa. Telecommunications structure

bbb. Telecommunications tower or facility

ccc. Veterinary clinic

2. The above uses in the "UC" District shall be restricted as follows:
   a. The Group Residential Facility, Nursing Home and Hospice uses shall be limited to no more than 96 beds.
   b. Retail sales uses shall be prohibited from any outdoor sales, storage or display of materials or goods.
   c. Land uses 'u, 'v', 'dd', 'vv' and 'ww' listed above are not permitted in stand-alone structures.
   d. Restaurant land uses shall not be permitted to have a drive-thru component.

3. Hours of Operation.

   Hours of operation for this "UC" District shall be restricted from 7 a.m. to 11 p.m. for all uses with the exception of Group Residential Facility, Nursing Home, Hospice and Hotel/Motel land uses.

4. Telecommunication siting permits may be issued for wireless telecommunications facilities per the requirements of the City Code.

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

1. Height

   a. The maximum height of any structure, exclusive of roof screening, shall not exceed 3 stories.

**C. SETBACKS**

1. Structure Setbacks

   No building or structure, other than: a freestanding project identification sign, light standards, retaining walls or flag poles will be located within the following setbacks:

   a. 35 feet from the right-of-way Chesterfield Parkway on the north boundary of this Urban Core (UC) District.

   b. 35 feet from the right-of-way of Justus Post Road on the west boundary of this UC District.

   c. 35 feet from the south boundary of this UC District.

   d. 35 feet from the right-of-way of Missouri State Route 340 on the east boundary of this UC District.

2. Parking Setbacks

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

   a. 30 feet from the right-of-way of Chesterfield Parkway on the north boundary of this Urban Core (UC) District.

   b. 30 feet from the right-of-way of Justus Post Road on the west boundary of this UC District.

c. 30 feet from the south boundary of this UC District.

d. 30 feet from the right-of-way of Missouri State Route 340 on the east boundary of this UC District.

## D. PARKING AND LOADING REQUIREMENTS

1. Parking and loading spaces for this development will be as required in the City of Chesterfield Code.

2. Parking lots shall not be used as streets.

3. No construction related parking shall be permitted within the right of way or on any existing roadways surrounding the development including but not limited to Justus Post Road and Chesterfield Parkway West. 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. Dense landscaping in addition to a berm shall be installed and maintained along the southern property line of this UC District. Landscaping along this property line shall be reviewed and approved with the Site Development Plan.

## F. SIGN REQUIREMENTS

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

2. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the City of Chesterfield, and/or the St. Louis County Department of Highways and Traffic (or MoDOT), for sight distance considerations prior to installation or construction.

## G. LIGHT REQUIREMENTS

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.

2. Trash enclosures: All exterior trash areas will be enclosed with a minimum six (6) foot high sight-proof enclosure complemented by adequate landscaping. The location, material, and elevation of any trash enclosures will be as approved by the City of Chesterfield on the Site Development Plan.

## I. ACCESS/ACCESS MANAGEMENT

1. Access to the development shall be from Justus Post Road as shown on the Preliminary Site Plan and adequate sight distance shall be provided, as directed by the City of Chesterfield, the Missouri Department of Transportation and St. Louis County Department of Highways and Traffic, as applicable.

2. Direct access to this development from Chesterfield Parkway West shall be prohibited.

## 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 St. Louis County Department of Highways and Traffic. 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. Provide and/or improve sidewalk and curb ramps, in conformance with ADA standards, along Justus Post Road and Chesterfield Parkway West. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects to maintain and enhance existing pedestrian connectivity. The sidewalk may be located within right-of-way controlled by another agency, if permitted by that agency or on private property within a 6 foot wide sidewalk, maintenance and utility easement dedicated to the City of Chesterfield.

4. Obtain approvals from the City of Chesterfield, St. Louis County Department of Highways and Traffic, and 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.

5. Additional right-of-way and road improvements shall be provided, as required by the Missouri Department of Transportation, St. Louis County Department of Highways and Traffic, and the City of Chesterfield.

6. Improve Chesterfield Parkway West to one half of the ultimate section including all storm drainage facilities as directed by the St. Louis County Department of Highways and Traffic.

7. Prior to Special Use Permit issuance by the St. Louis County Department of Highways and Traffic, a special cash escrow or a special escrow supported by an Irrevocable Letter of Credit, must be established with the St. Louis County Department of Highways and Traffic to guarantee completion of the required roadway improvements.

## K. TRAFFIC STUDY

1. Provide a traffic study as directed by the City of Chesterfield and/or the Missouri Department of Transportation and/or St. Louis County Department of Highways and Traffic. The scope of the study shall include internal and external circulation and may be limited to site specific impacts, such as the need for additional lanes, entrance configuration, geometrics, sight distance, traffic signal modifications or other improvements required, as long as the density of the proposed development falls within the parameters of the City's traffic model. Should the density be other than the density assumed in the model, regional issues shall be addressed as directed by the City of Chesterfield.

2. Provide a sight distance evaluation report, as required by the City of Chesterfield, for the proposed entrance onto Justus Post Road. If adequate sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to the vertical alignment, and/or other off-site improvements shall be required, as directed by the City of Chesterfield and/or the Missouri Department of Transportation and St. Louis County Department of Highways and Traffic.

## L. POWER OF REVIEW

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

## M. STORM WATER

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or connected to an adequate piped system.

2. Detention/retention and channel protection measures are to be provided in each watershed as required by the City of Chesterfield. The storm water management facilities shall be operational prior to paving of any driveways or parking areas in non-residential development or issuance of building permits exceeding sixty percent (60%) of approved dwelling units in each plat, watershed or phase of residential developments. The location and types of storm water management facilities shall be identified on the Site Development Plan(s).

3. 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.

4. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed.

5. The lowest opening of all structures shall be set at least two (2) feet higher than the one hundred (100) year high water elevation in detention/retention facilities. All structures shall be set at least 30 feet horizontally from the limits of the one hundred (100) year high water.

6. Locations of site features such as lakes and detention ponds must be approved by the City of Chesterfield and the Metropolitan Saint Louis Sewer District.

7. 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).

8. Treatment for water quality is required in accordance with our region's MS4 permit. Volume reduction BMPs shall be the emphasis for the water quality treatment strategy. In order to comply with the Chesterfield Village Southwest Quadrant Stormwater Master Plan for detention, post development impervious coverage shall not exceed 90% and the site post developed CN shall be less than 91. Provisions for Channel Protection are required and may be satisfied by volume reduction BMPs.

## N. SANITARY SEWER

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

2. 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).

## O. GEOTECHNICAL REPORT

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

## R. MISCELLANEOUS

1. All utilities will be installed underground.

2. An opportunity for recycling will be provided. All provisions of Chapter 25, Article VII, and Section 25-122 thru Section 25-126 of the City Code shall be required where applicable.

3. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield and St. Louis County Department of Highways and Traffic or MoDOT. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.

4. Prior to record plat approval, the developer shall cause, at his expense and prior to the recording of any plat, the reestablishment, restoration or appropriate witnessing of all Corners of the United States Public Land Survey located within, or which define or lie upon, the out boundaries of the subject tract in accordance with the Missouri Minimum Standards relating to the preservation and maintenance of the United States Public Land Survey Corners, as necessary.

5. Prior to final release of 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.

6. Formal MSD plan review, approval and construction permits for this project will be required prior to construction of site improvements.

7. Easements to MSD will be required to cover public sewers that are reconfigured to accommodate the layout of the development. Encroachments upon MSD facilities and easements shall be avoided.

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

**A.** The developer shall submit a concept plan within eighteen (18) months of City Council approval of the change of zoning.

**B.** In lieu of submitting a Site Development Concept Plan and Site Development Section Plans, the petitioner may submit a Site Development Plan for the entire development within eighteen (18) months of the date of approval of the change of zoning by the City.

**C.** Failure to comply with these submittal requirements will result in the expiration of the change of zoning and will require a new public hearing.

**D.** Said Plan shall be submitted in accordance with the combined requirements for Site Development Section and Concept Plans. The submission of Amended Site Development Plans by sections of this project to the Planning Commission shall be permitted if this option is utilized.

**E.** Where due cause is shown by the developer, the City Council may extend the period to submit a Site Development Concept Plan or Site Development Plan for eighteen (18) months.

## III. COMMENCEMENT OF CONSTRUCTION

**A.** Substantial construction shall commence within two (2) years of approval of the Site Development Concept Plan or Site Development Plan, unless otherwise authorized by ordinance.

**B.** Where due cause is shown by the developer, the City Council may extend the period to commence construction for two (2) additional years.

## IV. GENERAL CRITERIA

### A. SITE DEVELOPMENT 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

The developer shall be required to contribute to the Chesterfield Village Road Trust Fund (No. 554), as directed by the St, Louis County Department of Highways and Traffic. This contribution shall not exceed an amount established by multiplying the ordinance-required parking spaces for the difference between the existing and proposed uses by the following rate schedule:

| Type of Development | Required Contribution |
|---|---|
| Assisted Living | $434.28/parking space |
| General Office | $663.43/parking space |
| Loading Space | $3,257.06/parking space |

(Parking spaces as required by the City of Chesterfield Code.)

If types of development differ from those listed, St. Louis County Department of Highways and Traffic will provide rates.

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

As this development is located within a trust fund area established by St. Louis County, any portion of the traffic generation assessment contribution which remains following completion of road improvements required by the development shall be retained in the appropriate trust fund.

The amount of the required contribution, if not submitted by January 1, 2016, shall be adjusted on that date and on the first day of January in ach succeeding year thereafter by the St. Louis County Department of Highways and Traffic.

The roadway improvement contribution shall be deposited with the St. Louis County Department of Highways and Traffic. The deposit shall be made before the issuance of any Special Use Permit (SUP) by St. Louis County Highways and Traffic or a Building Permit by St. Louis County Public Works Department. Funds shall be payable to "Treasurer, St. Louis County."

The developer is advised that utility companies will require compensation for relocation of their facilities within public right-of-way. Utility relocation cost shall not be considered as an allowable credit against the petitioner's traffic generation assessment contributions. The developer should also be aware of extensive delays on utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements.

## 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.

CITY OF CHESTERFIELD

PLANNED DISTRICT ORDINANCE

ATTACHMENT B

# THE GROVE IN CHESTERFIELD

## PRELIMINARY SITE PLAN

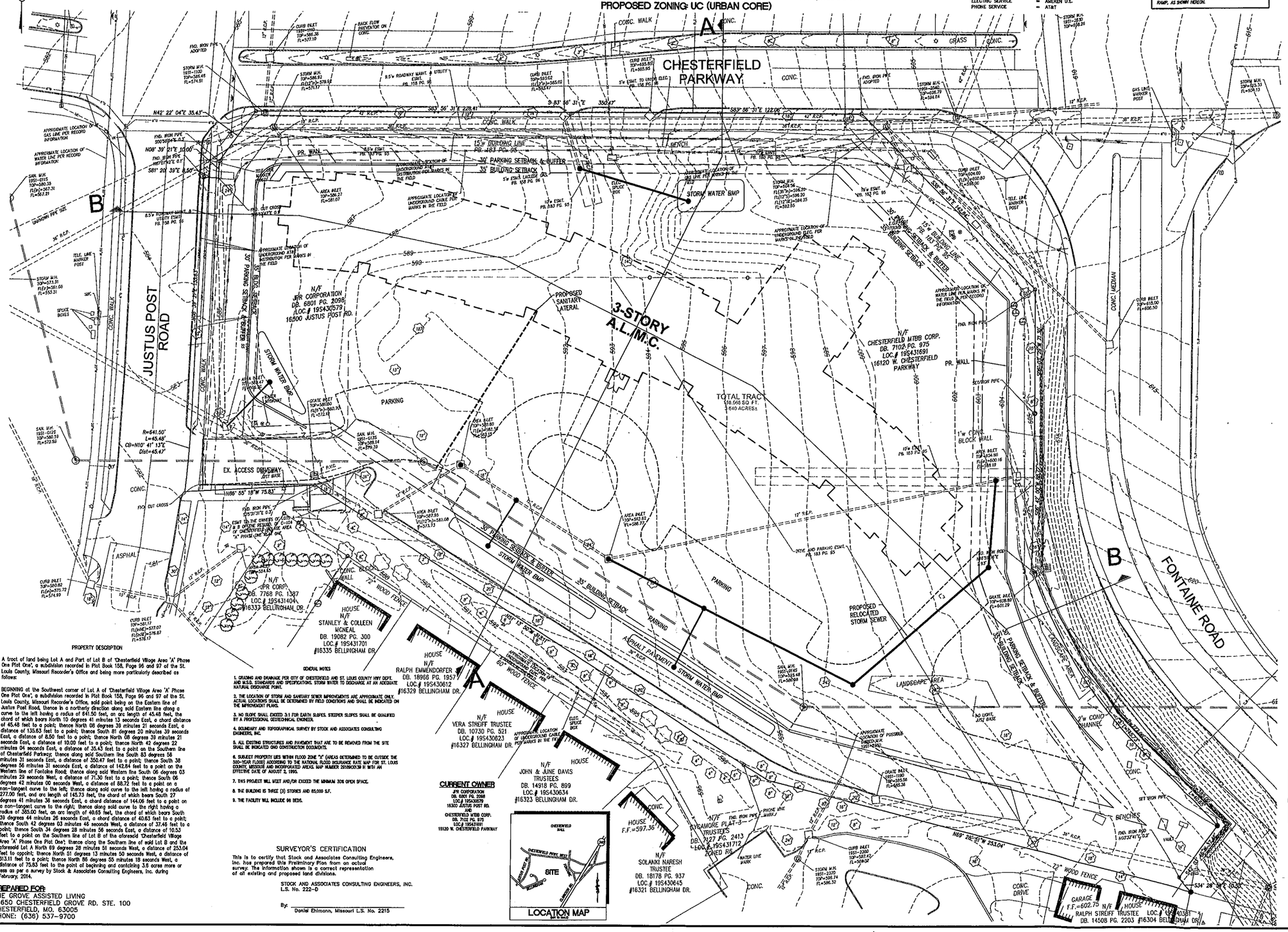
A TRACT OF LAND BEING LOT A AND PART OF LOT B OF CHESTERFIELD VILLAGE AS RECORDED IN PLAT BOOK 183, PAGE 95 LOCATED IN U.S. SURVEY 2002, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

PROPOSED ZONING: UC (URBAN CORE)

GRAPHIC SCALE

30 0 10 20 40 80

( IN FEET )
1 inch = 20 ft.




## SITE INFORMATION

| | |
|---|---|
| SITE ACREAGE | = 3.6 Acres ± |
| SITE ADDRESS: | = 16300 JUSTUS POST RD. |
| LOCATOR No. | = 195431691, 195430579 |
| EXISTING ZONING | = "CS" COMMERCIAL |
| PROPOSED ZONING | = "UC" URBAN CORE |
| FIRE DISTRICT | = MONARCH FIRE PROTECTION |
| SCHOOL DISTRICT | = PARKWAY DISTRICT |
| SEWER DISTRICT | = METROPOLITAN ST. LOUIS SEWER DIST. |
| WATER SERVICE | = MISSOURI AMERICAN WATER COMPANY |
| GAS SERVICE | = LACLEDE GAS |
| ELECTRIC SERVICE | = AMEREN U.E. |
| PHONE SERVICE | = AT&T |

## ST. LOUIS COUNTY BENCHMARK

12-165 – ELEV. 646.98 "STANDARD ALUMINUM DISK" STAMPED 3-31, SET ALONG THE WEST SIDE OF ELLGERDGE DRIVE; ACROSS THE NORTH DRIVE OF FIRST NATIONAL BANK, APPROX. 100' SOUTH OF STRICKER RD. & WOODRIDGE POINTE DR.

## SITE BENCHMARK

CUT CROSS IN TRAFFIC SIGNAL METAL AT S.W. QUADRANT OF CHESTERFIELD PARKWAY WEST AND HIGHWAY 340 ON RAMP, AS SHOWN HEREON.

## PROPERTY DESCRIPTION

A tract of land being Lot A and Part of Lot B of "Chesterfield Village Area 'A' Phase One Plat One", a subdivision recorded in Plat Book 158, Page 96 and 97 of the St. Louis County, Missouri Recorder's Office and being more particularly described as follows:

BEGINNING at the Southwest corner of Lot A of "Chesterfield Village Area 'A' Phase One Plat One"; a subdivision recorded in Plat Book 158, Page 96 and 97 of the St. Louis County, Missouri Recorder's Office, said point being on the Eastern line of Justus Post Road, thence in a northerly direction along said Eastern line along a curve to the left having a radius of 641.50 feet, an arc length of 45.48 feet, the chord of which bears North 10 degrees 41 minutes 13 seconds East, a chord distance of 45.48 feet to a point; thence North 08 degrees 39 minutes 21 seconds East, a distance of 130.63 feet to a point; thence South 81 degrees 20 minutes 39 seconds East, a distance of 8.50 feet to a point; thence North 08 degrees 39 minutes 21 seconds East, a distance of 10.00 feet to a point; thence North 42 degrees 22 minutes 04 seconds East, a distance of 35.43 feet to a point on the Southern line of Chesterfield Parkway; thence along said Southern line South 83 degrees 56 minutes 31 seconds East, a distance of 350.47 feet to a point; thence South 38 degrees 56 minutes 31 seconds East, a distance of 142.84 feet to a point on the Western line of Fontaine Road; thence along said Western line South 06 degrees 03 minutes 29 seconds West, a distance of 71.30 feet to a point; thence South 06 degrees 42 minutes 00 seconds West, a distance of 88.72 feet to a point on a non-tangent curve to the left; thence along said curve to the left having a radius of 277.00 feet, and arc length of 145.73 feet, the chord of which bears South 27 degrees 41 minutes 36 seconds East, a chord distance of 144.06 feet to a point on a non-tangent curve to the right; thence along said curve to the right having a radius of 385.00 feet, an arc length of 40.65 feet, the chord of which bears South 39 degrees 44 minutes 26 seconds East, a chord distance of 40.63 feet to a point; thence South 42 degrees 03 minutes 49 seconds West, a distance of 37.46 feet to a point; thence South 34 degrees 28 minutes 56 seconds East, a distance of 10.53 feet to a point on the Southern line of Lot B of the aforesaid "Chesterfield Village Area 'A' Phase One Plat One"; thence along the Southern line of said Lot B and the aforesaid Lot A North 69 degrees 28 minutes 51 seconds West, a distance of 233.04 feet to appoint; thence North 51 degrees 13 minutes 50 seconds West, a distance of 313.11 feet to a point; thence North 86 degrees 55 minutes 18 seconds West, a distance of 75.83 feet to the point of beginning and containing 3.6 acres more or less as per a survey by Stock & Associates Consulting Engineers, Inc. during February, 2014.

**PREPARED FOR:**
THE GROVE ASSISTED LIVING
16650 CHESTERFIELD GROVE RD. STE. 100
CHESTERFIELD, MO. 63005
PHONE: (636) 537-9700

## GENERAL NOTES

1. GRADING AND DRAINAGE PER CITY OF CHESTERFIELD AND ST. LOUIS COUNTY HWY DEPT. AND M.S.D. STANDARDS AND SPECIFICATIONS. STORM WATER TO DISCHARGE AT AN ADEQUATE NATURAL DISCHARGE POINT.
2. THE LOCATION OF STORM AND SANITARY SEWER IMPROVEMENTS ARE APPROXIMATE ONLY. ACTUAL LOCATIONS SHALL BE DETERMINED BY FIELD CONDITIONS AND SHALL BE INDICATED ON THE IMPROVEMENT PLANS.
3. NO SLOPE SHALL EXCEED 3:1 FOR EARTH SLOPES. STEEPER SLOPES SHALL BE QUALIFIED BY A PROFESSIONAL GEOTECHNICAL ENGINEER.
4. BOUNDARY AND TOPOGRAPHICAL SURVEY BY STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.
5. ALL EXISTING STRUCTURES AND PAVEMENT THAT ARE TO BE REMOVED FROM THE SITE SHALL BE INDICATED ONO CONSTRUCTION DOCUMENTS.
6. SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD) ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP FOR ST. LOUIS COUNTY, MISSOURI AND INCORPORATED AREAS, MAP NUMBER 29189C0230 H WITH AN EFFECTIVE DATE OF AUGUST 2, 1995.
7. THIS PROJECT WILL MEET AND/OR EXCEED THE MINIMUM 30% OPEN SPACE.
8. THE BUILDING IS THREE (3) STORIES AND 65,000 S.F.
9. THE FACILITY WILL INCLUDE 96 BEDS.

## CURRENT OWNER

JPR CORPORATION
DB. 6801 PG. 2098
LOC.# 195430579
16300 JUSTUS POST RD.
AND
CHESTERFIELD MTBB CORP.
DB. 7102 PG. 975
LOC.# 195431691
16120 W. CHESTERFIELD PARKWAY




LOCATION MAP
NOT TO SCALE

## SURVEYOR'S CERTIFICATION

This is to certify that Stock and Associates Consulting Engineers, Inc. has prepared this Preliminary Plan from an actual survey. The information shown is a correct representation of all existing and proposed land divisions.

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.
L.S. No. 222-D

By: _____
Daniel Ehlmann, Missouri L.S. No. 2215


PREPARED BY:
STOCK & ASSOCIATES Consulting Engineers, Inc.
2751 Chesterfield Business Parkway
St. Louis, MO 63005 Ph. (636) 530-9100
530-9110 FAX (636) 530-8630
e-mail: general@stockassoc.com
Web: www.stockassoc.com


PRELIMINARY PLAN FOR:

THE GROVE IN CHESTERFIELD

16300 JUSTUS POST ROAD
CITY OF CHESTERFIELD, MISSOURI

DATE: MAY 4, 2015

STATE OF MISSOURI
GEORGE MICHAEL STOCK
NUMBER E-25114
PROFESSIONAL ENGINEER

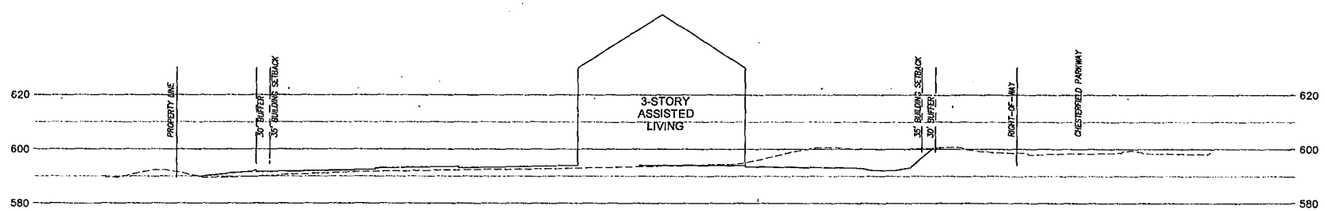
GEORGE M. STOCK E-25114
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000995

REVISIONS:

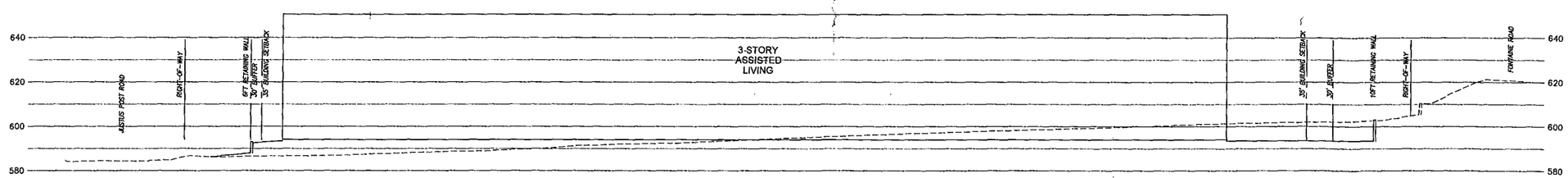
1. 3/27/15: PER CITY COMMENTS & LETTER DATED 3/24/15.
2. 4/23/15: REVISED PER 4/20/15 ISSUE LETTER

RECEIVED
City of Chesterfield
MAY 05 2015
Department of Public Services

| | |
|---|---|
| DRAWN BY: J.B.F. | CHECKED BY: G.M.S. |
| DATE: 02-27-2015 | JOB NO. 213-5215 |
| M.B.O. P. # | BASE MAP # 165 |
| B.L.C. MAP # | MAP B.U.P. # |
| M.B.U.P. # | |
| SHEET TITLE: PRELIMINARY SITE PLAN | |
| SHEET NO.: SHEET 1 | |




SITE SECTION A-A
SCALE:1"=20'(H)(V)




SITE SECTION B-B
SCALE:1"=20'(H)(V)

PREPARED BY:

STOCK & ASSOCIATES
Consulting Engineers, Inc.
253 Chesterfield Business Parkway
St. Louis, MO. 63005 FH. (636)
530-5603 FAX (636) 530-5603
e-mail: general@stockassoc.com
Web: www.stockassoc.com

PRELIMINARY PLAN FOR:

# THE GROVE IN CHESTERFIELD

16300 JUSTUS POST ROAD
CITY OF CHESTERFIELD, MISSOURI

DATE: MAY 4, 2015

STATE OF MISSOURI
GEORGE MICHAEL STOCK
NUMBER E-25116
PROFESSIONAL ENGINEER

GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000996

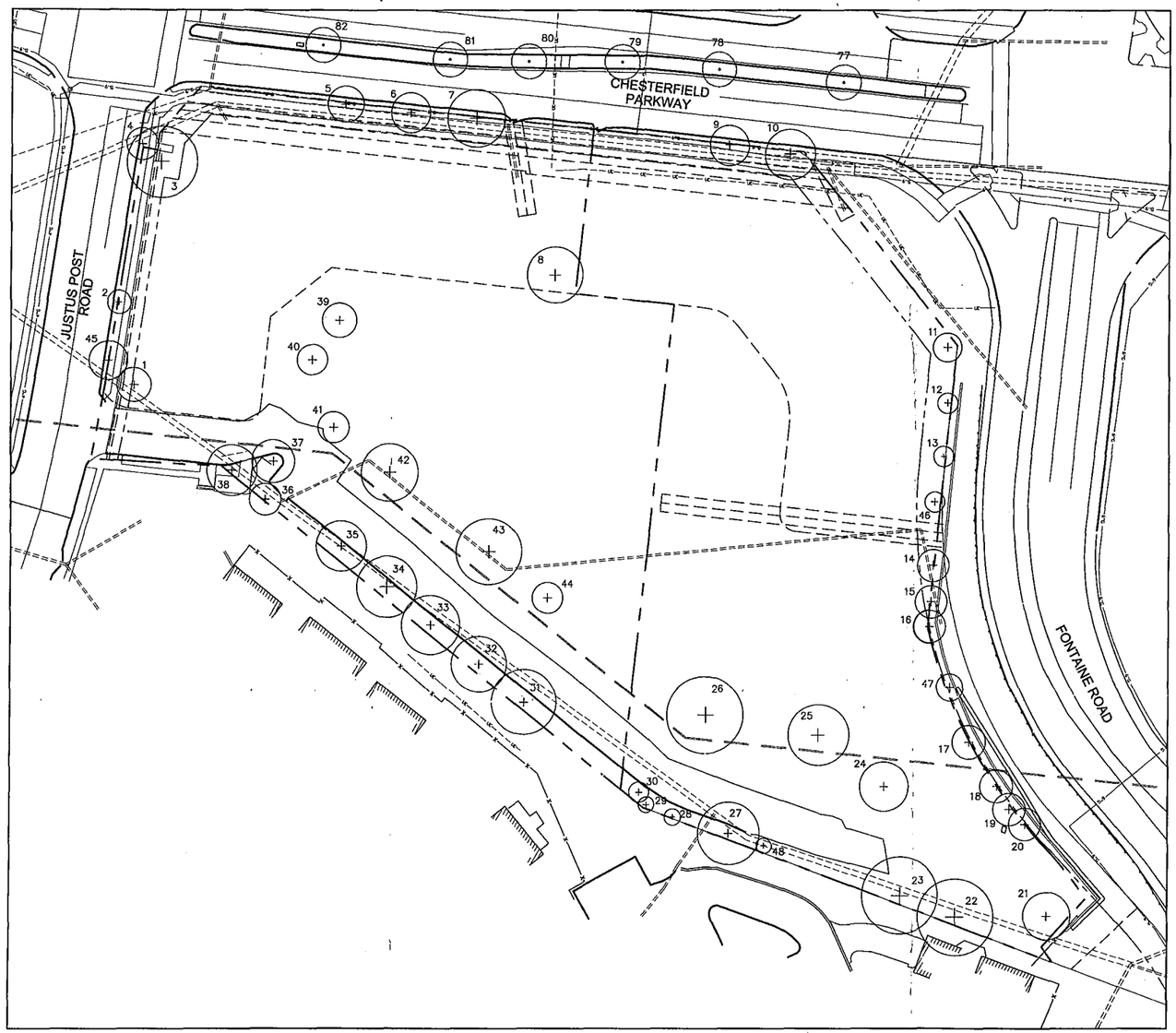
REVISIONS:

1. 3/27/15: PER CITY COMMENTS & LETTER DATED 3/24/15.
2. 4/23/15: REVISED PER 4/20/15 ISSUE LETTER

| | |
|---|---|
| DRAWN BY: J.E.F. | CHECKED BY: G.M.S. |
| DATE: 02-27-2015 | JOB NO.: 213-0215 |
| M.S.D. P.# - | BASE MAP # 195 |
| S.L.C. PWT # | PWT SUP. # |
| M.S.N.R. # | |

SHEET TITLE:
PRELIMINARY SITE SECTIONS

SHEET NO.:
SHEET 2




## Tree Stand Delineation

SCALE 1" = 30'-0"

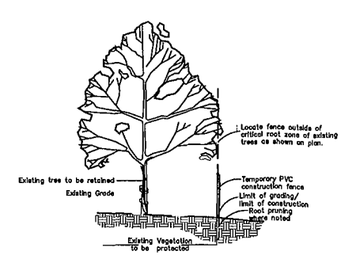
LEGEND:

| Symbol | Description |
|---|---|
| 6 ⊕ | Existing Individual Tree |
| • | Existing Off-Site Tree |

TREE STAND DELINEATION:

| Justus Post Road 5-27-2014 | | | | | |
|---|---|---|---|---|---|
| No. | Common Name | DBH of Trunk (in.) | Canopy Area (sf.) | Condition Rating (1-5 Scale) | Condition Comment |
| 1 | Austrian Pine | 16" | 300 | 3 | |
| 2 | Red Maple | 10" | 87 | 2 | |
| 3 | Honeylocust | 24' | 1,110 | 3 | |
| 4 | Green Ash | 14" | 48 | 2 | |
| 5 | Green Ash | 10" | 205 | 3 | |
| 6 | Green Ash | 12" | 170 | 2 | |
| 7 | Green Ash | 14" | 495 | 2 | |
| 8 | Sugar Maple | 14" | 1,000 | 1 | sunscald dieback |
| 9 | Green Ash | 16" | 250 | 2 | |
| 10 | Green Ash | 18" | 400 | 2 | |
| 11 | Red Maple | 12" | 190 | 3 | |
| 12 | Red Maple | 10" | 90 | 1 | 50% top dead, severe sunscald/borers |
| 13 | Red Maple | 8" | 80 | 2 | severe sunscald/borers |
| 14 | White Pine | 18" | 170 | 2 | in decline |
| 15 | White Pine | 16" | 140 | 3 | |
| 16 | White Pine | 16" | 150 | 3 | double leader |
| 17 | White Pine | 16" | 170 | 3 | |
| 18 | Red Maple | 10" | 160 | 3 | |
| 19 | White Pine | 10" | 190 | 3 | |
| 20 | Red Maple | 8" | 150 | 3 | |
| 21 | Green Ash | 14" | 590 | 1 | 50% dead- in decline |
| 22 | Green Ash | 18" | 1,050 | 3 | |
| 23 | Green Ash | 20" | 1,070 | 3 | |
| 24 | Pin Oak | 16" | 700 | 3 | |
| 25 | Pin Oak | 18" | 1,000 | 3 | |
| 26 | Sugar Maple | 24" | 1,250 | 1 | 50% dead; sun scald/borers |
| 27 | Green Ash | 20" | 680 | 3 | |
| 28 | Hawthorn | 4" | 48 | 3 | |
| 29 | Colorado Spruce | 8" | 54 | 3 | |
| 30 | Austrian Pine | 8" | 110 | 2 | |
| 31 | Green Ash | 20" | 740 | 3 | |
| 32 | Green Ash | 18" | 600 | 2 | |
| 33 | Green Ash | 18" | 670 | 3 | |
| 34 | Green Ash | 20" | 760 | 2 | |
| 35 | Green Ash | 18" | 580 | 3 | |
| 36 | Crabapple | 6" | 160 | 1 | 50% dead |
| 37 | Green Ash | 12" | 450 | 2 | |
| 38 | Green Ash | 18" | 450 | 1 | severe decline |
| 39 | Honeylocust | 12" | 250 | 3 | |
| 40 | Honeylocust | 12" | 250 | 3 | |
| 41 | Green Ash | 12" | 300 | 2 | in decline |
| 42 | Green Ash | 16" | 1,000 | 3 | |
| 43 | Green Ash | 24" | 1,250 | 3 | |
| 44 | Green Ash | 10" | 250 | 2 | |
| 45 | Red Maple | 12" | 200 | 3 | |
| 46 | Red Maple | 8" | 100 | 2 | sun scald |
| 47 | Red Maple | 8" | 60 | 2 | 25% dieback |
| 48 | Green Ash | 20" | 1,000 | 3 | |

Total Canopy Area: 21,177 sf.




TREE PROTECTION DETAIL
n.t.s.

Tree Stand Delineation Plan Prepared under direction of: Douglas DeLong Certified Arborist MW- 4626A

Douglas A. DeLong

STATE OF MISSOURI JERALD A. SAUNDERS NUMBER LA-67 LANDSCAPE ARCHITECT

Jerald Saunders - Landscape Architect
MO License # LA-067

Consultants:

# 16300 Justus Post Road

Chesterfield, MO

Revisions:

| Date | Description | No. |
|---|---|---|
| 4/6/15 | On-site only | 1 |

Drawn: LWH
Checked: JAS

loomisAssociates

landscape architects/planners
707 Serra Gap Park Drive, Suite 115
Chesterfield, Missouri 63005-1195
Phone: 636-530-9000 Fax: 636-530-9001
e-mail: info@loomisassociates.com

Loomis Associates Inc.
Missouri State Certificate of Authority #: LAC #000019

Sheet Title: Tree Stand Delineation

Sheet No: TSD

Date: 6/6/14
Job #: 568.016

**BILL NO.** 3048 **ORDINANCE NO.** _____

**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:

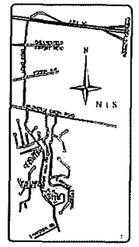
_____
CITY CLERK

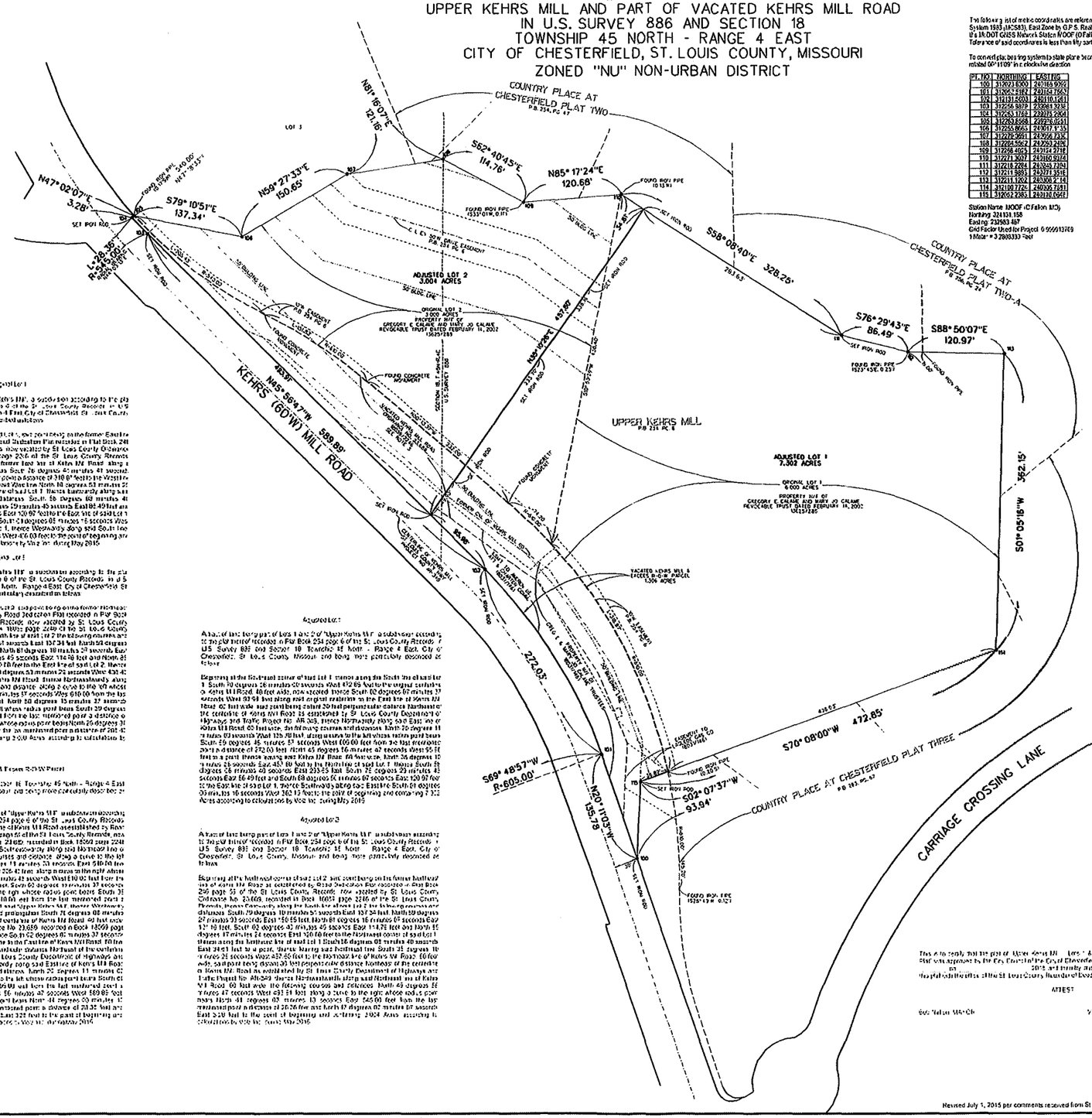
**CITY OF CHESTERFIELD**

**EXHIBIT 1**

# UPPER KEHRS MILL - LOTS 1 & 2
# BOUNDARY ADJUSTMENT PLAT

A TRACT OF LAND BEING LOTS 2 & 3 OF
UPPER KEHRS MILL AND PART OF VACATED KEHRS MILL ROAD
IN U.S. SURVEY 886 AND SECTION 18
TOWNSHIP 45 NORTH - RANGE 4 EAST
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI
ZONED "NU" NON-URBAN DISTRICT




The following state plane coordinates are referenced to the Missouri Coordinate System 1983 (MCS83), East Zone by G.P.S. Real Time Kinematic Survey tied to the MoDOT GNSS Network Station MOOF (O'Fallon). The Relative Positional Tolerance of said coordinates is less than fifty parts per million.

To convert plane bearing system to state plane bearings, all bearings must be rotated 00°11'09" in a counterclockwise direction

| PT. NO. | NORTHING | EASTING |
|---|---|---|
| 100 | 312023.8300 | 240164.9962 |
| 101 | 312062.5182 | 240164.7567 |
| 102 | 312131.2603 | 240110.1261 |
| 103 | 312256.8879 | 239961.9216 |
| 104 | 312253.1763 | 239275.2864 |
| 105 | 312263.8568 | 239275.0531 |
| 106 | 312255.8651 | 240317.9135 |
| 107 | 312276.9661 | 240566.7336 |
| 108 | 312284.5962 | 240763.2496 |
| 109 | 312268.4025 | 240762.2718 |
| 110 | 312271.3607 | 240180.9374 |
| 111 | 312218.2284 | 240305.7394 |
| 112 | 312211.9885 | 240371.3516 |
| 113 | 312211.1262 | 240399.2114 |
| 114 | 312100.7726 | 240406.7681 |
| 115 | 312062.2385 | 240410.0064 |

Station Name MOOF (O'Fallon MO)
Northing 324133.158
Easting 232583.487
Grid Factor Used for Project 0.999913769
1 Meter = 3.2808333 Feet

**BUILDING SETBACK LINES FOR ZONE "NU" NON-URBAN DISTRICT**

| | |
|---|---|
| FRONT YARD | 50 FEET |
| SIDE YARD | 20 FEET |
| REAR YARD | 20 FEET |

N

50 0 50 100 150
Scale In Feet
Scale: 1"=50'

Original Lot 1

A tract of land being Lot 1 of "Upper Kehrs Mill", a subdivision according to the plat thereof recorded in Plat Book 254 page 6 of the St. Louis County Records, in U.S. Survey 886, Township 45 North - Range 4 East, City of Chesterfield, St. Louis County, Missouri and being more particularly described as follows:

Beginning at the Southwest corner of said Lot 1, said point being on the former East line of Kehrs Mill Road, as established by Road Dedication Plat recorded in Plat Book 248 page 59 of the St. Louis County Records, now vacated by St. Louis County Ordinance No. 22689, recorded in Book 18059 page 2246 of the St. Louis County Records; thence Northwestwardly along said the former East line of Kehrs Mill Road, along a curve to the left whose radius point bears South 76 degrees 47 minutes 41 seconds West 610.00 feet from the last mentioned point, a distance of 310.87 feet; to the West line of said Lot 1; thence Northeastwardly along said West line North 18 degrees 53 minutes 37 seconds East 425.40 feet to the North line of said Lot 1; thence Easterly along said North line the following courses and distances: South 58 degrees 08 minutes 40 seconds East 328.25 feet; South 76 degrees 29 minutes 43 seconds East 86.49 feet; South 88 degrees 50 minutes 07 seconds East 120.97 feet to the East line of said Lot 1; thence South wardly along said East line South 01 degrees 05 minutes 16 seconds West 362.15 feet to the South line of said Lot 1; thence Westwardly along said South line South 70 degrees 03 minutes 00 seconds West 472.85 feet to the point of beginning and containing 7.302 Acres according to calculations by Volz Inc. during May 2015.

Original Lot 2

A tract of land being Lot 2 of "Upper Kehrs Mill", a subdivision according to the plat thereof recorded in Plat Book 254 page 6 of the St. Louis County Records, in U.S. Survey 886 and Section 18, Township 45 North - Range 4 East, City of Chesterfield, St. Louis County, Missouri and being more particularly described as follows:

Beginning at the intersection of the East line of said Lot 2 and the Southeastern line of Kehrs Mill Road, as established by Road Dedication Plat recorded in Plat Book 248 page 59 of the St. Louis County Records, now vacated by St. Louis County Ordinance No. 22689, recorded in Book 18059 page 2246 of the St. Louis County Records; thence Northwestwardly along said the Southeastern line of Kehrs Mill Road the following courses and distances: North 38 degrees 18 minutes 26 seconds East 152.65 feet; North 51 degrees 18 minutes 34 seconds West 43.42 feet; South 50 degrees 40 minutes 45 seconds East 114.76 feet; North 59 degrees 27 minutes 33 seconds East 150.65 feet; North 85 degrees 17 minutes 24 seconds East 120.68 feet to the East line of said Lot 2; thence Southwardly along said East line South 18 degrees 53 minutes 37 seconds West 431.42 feet to the Southeastern line of Vacated Kehrs Mill Road; thence Northeastwardly along said Northeastern line the following courses and distances: along a curve to the left whose radius point bears South 46 degrees 18 minutes 37 seconds West 610.00 feet from the last mentioned point, a distance of 74.22 feet; North 50 degrees 15 minutes 37 seconds West 232.00 feet; along a curve to the left whose radius point bears South 39 degrees 44 minutes 23 seconds West 610.00 feet from the last mentioned point, a distance of 151.83 feet; and along a curve to the right whose radius point bears North 26 degrees 31 minutes 40 seconds East 590.00 feet from the last mentioned point, a distance of 201.42 feet to the point of beginning and containing 3.000 Acres according to calculations by Volz Inc. during May 2015.

Vacated Kehrs Mill & Excess R-O-W Parcel

A tract of land in U.S. Survey 886 and Section 18, Township 45 North - Range 4 East, City of Chesterfield, St. Louis County, Missouri and being more particularly described as follows:

Beginning at the intersection of the Northeastern line of "Upper Kehrs Mill", a subdivision according to the plat thereof recorded in Plat Book 254 page 6 of the St. Louis County Records, said point being on the former Northeast line of Kehrs Mill Road, as established by Road Dedication Plat recorded in Plat Book 248 page 59 of the St. Louis County Records, now vacated by St. Louis County Ordinance No. 22689, recorded in Book 18059 page 2246 of the St. Louis County Records; thence Southeastwardly along said the former line of vacated Kehrs Mill Road the following courses and distances: along a curve to the left whose radius point bears South 46 degrees 18 minutes 37 seconds West 610.00 feet from the last mentioned point, a distance of 226.42 feet; along a curve to the right whose radius point bears South 38 degrees 32 minutes 41 seconds West 610.00 feet from the last mentioned point, a distance of 81.83 feet; South 50 degrees 15 minutes 37 seconds East 232.00 feet; along a curve to the right whose radius point bears South 39 degrees 44 minutes 23 seconds West 610.00 feet from the last mentioned point, a distance of 227.15 feet; South 26 degrees 31 minutes 40 seconds West 610.00 feet from the last mentioned point, a distance of 201.42 feet to the point of beginning and containing 2.000 Acres according to calculations by Volz Inc. during May 2015

Adjusted Lot 1

A tract of land being part of Lots 1 and 2 of "Upper Kehrs Mill", a subdivision according to the plat thereof recorded in Plat Book 254 page 6 of the St. Louis County Records, in U.S. Survey 886 and Section 18, Township 45 North - Range 4 East, City of Chesterfield, St. Louis County, Missouri and being more particularly described as follows:

Beginning at the Northeast corner of said Lot 1, said point being on the Southeastern line of Kehrs Mill Road, as established by Road Dedication Plat recorded in Plat Book 248 page 59 of the St. Louis County Records, now vacated by St. Louis County Ordinance No. 22689, recorded in Book 18059 page 2246 of the St. Louis County Records; thence Southwestwardly along said the South line of said Lot 1 the following courses and distances: South 70 degrees 03 minutes 00 seconds West 472.85 feet; South 02 degrees 07 minutes 37 seconds West 93.94 feet; along a curve to the right whose radius point bears North 69 degrees 48 minutes 57 seconds East 605.00 feet from the last mentioned point, a distance of 272.05 feet; North 45 degrees 58 minutes 47 seconds West 589.89 feet; North 38 degrees 18 minutes 26 seconds East 453.80 feet to the North line of said Lot 1; thence South 58 degrees 08 minutes 40 seconds East 328.25 feet; South 76 degrees 29 minutes 43 seconds East 86.49 feet; South 88 degrees 50 minutes 07 seconds East 120.97 feet to the East line of said Lot 1; thence South 01 degrees 05 minutes 16 seconds West 362.15 feet to the point of beginning and containing 7.302 Acres according to calculations by Volz Inc. during May 2015

Adjusted Lot 2

A tract of land being part of Lots 1 and 2 of "Upper Kehrs Mill", a subdivision according to the plat thereof recorded in Plat Book 254 page 6 of the St. Louis County Records, in U.S. Survey 886 and Section 18, Township 45 North - Range 4 East, City of Chesterfield, St. Louis County, Missouri and being more particularly described as follows:

Beginning at the Northeast corner of said Lot 2, said point being on the former Northeast line of Kehrs Mill Road, as established by Road Dedication Plat recorded in Plat Book 248 page 59 of the St. Louis County Records, now vacated by St. Louis County Ordinance No. 22689, recorded in Book 18059 page 2246 of the St. Louis County Records; thence Southwestwardly along said the South line of said Lot 2 the following courses and distances: South 70 degrees 03 minutes 00 seconds West 472.85 feet; South 02 degrees 07 minutes 37 seconds West 93.94 feet; along a curve to the right whose radius point bears North 69 degrees 48 minutes 57 seconds East 605.00 feet from the last mentioned point, a distance of 272.05 feet; North 45 degrees 58 minutes 47 seconds West 589.89 feet; North 38 degrees 18 minutes 26 seconds East 453.80 feet to the North line of said Lot 1; thence South 58 degrees 08 minutes 40 seconds East 328.25 feet; South 76 degrees 29 minutes 43 seconds East 86.49 feet; South 88 degrees 50 minutes 07 seconds East 120.97 feet to the East line of said Lot 1; thence South 01 degrees 05 minutes 16 seconds West 362.15 feet to the point of beginning and containing 7.302 Acres according to calculations by Volz Inc. during May 2015

We, the undersigned owners of the tract of land herein platted and described in the foregoing surveyor's certificate, have caused the same to be surveyed and subdivided in the manner shown on this plat, which shall hereafter be known as "Upper Kehrs Mill Lots 1 & 2 Boundary Adjustment Plat".

We hereby certify that all taxes and special assessments due and payable have been paid.

IN WITNESS WHEREOF: We have signed and sealed this instrument this day of _____, 20__.

**GREGORY E. CALAME AND MARY JO CALAME REVOCABLE TRUSTE dated 14th of February 2002**

Gregory E. Calame Trustee — Mary Jo Calame Trustee

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

On this _____ day of _____, 2015 before me personally appeared the Gregory E. Calame and Mary Jo Calame to me known to be the persons described herein and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF: I have signed and sealed the foregoing the day and year first above written.

My Commission Expires

Notary Public

Notes

1. Bearing system adopted from "Upper Kehrs Mill" as recorded in Plat Book 254 page 6.
2. A 10' utility easement adjacent to all roadways.
3. The vacated right-of-way of Kehrs Mill Road is subject to reservations of utility easements for the benefit of St. Louis County, Missouri, Ameren UE, Laclede Gas Company, Charter Communications and AT&T as referenced recorded in Book 18059 page 2246.

We, Volz Inc., have during May 2015, by order of Greg Calame, made a survey and boundary adjustment of all "Kehrs" subdivision, as Lot 2 of "Upper Kehrs Mill" and part of Vacated Kehrs Mill Road in U.S. Survey 886 and Section 18, Township 45 North - Range 4 East, City of Chesterfield, St. Louis County, Missouri. The results of said survey are represented on this or any previous or its property adjusted by the boundary adjustment plat along the remained Kehrs Mill Road and the portions of the Vacated Kehrs Mill Road. Lots 1 and 2 were surveyed. These points of the original lots 1 and 2 were surveyed in 2015, as shown from previous plat prepared by Volz Inc. during October 1995 under Volz Project No. 95-1108. The survey was executed in compliance with the current standards for property boundary surveys of the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects and the Missouri Department of Natural Resources 10 CSR 30-2.040 accuracy requirements for Urban Land Boundary Surveys.

This is to certify that the plat of "Upper Kehrs Mill" - Lots 1 & 2 Boundary Adjustment Plat was approved by the City of Chesterfield by Ordinance Number _____ on _____, 2015 and hereby authorizes the recording of the plat with the St. Louis County Recorder of Deeds.

ATTEST:

Vicki Hass, CITY CLERK

Bob Nation, MAYOR

RECEIVED
City of Chesterfield
JUL 17 2015
Department of Public Services

Revised July 1, 2015 per comments received from St. Louis County Highway Department

Eric J. Kirby
Professional Land Surveyor
MO PLS #2006000144

**VOLZ Incorporated**
10845 Indian Head Ind. Blvd
St. Louis, Missouri 63132
314 426 6212 main - 314 890 1250 fax
WWW.VOLZINC.COM
MISSOURI CORPORATE LICENSE CALIFORNIA AUTHORITY
NO. 10-F-FIRE - DECEMBER 31, 2015 - LAND SURVEYING
NO. 203 EXPIRES - DECEMBER 31, 2015 - ENGINEERING

Upper Kehrs Mill
Sheet 1 of 1
PROJ# 01

City of Chesterfield

# NEWSLETTER - CITY COUNCIL MEETING

## AGENDA REVIEW – Monday, August 3 – 6:15PM

Please note that an AGENDA REVIEW meeting has been scheduled for **6:15pm**, on Monday, August 3, 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

| | |
|---|---|
| **Thursday, August 6** | Planning & Public Works Committee (5:30pm) |
| **Monday, August 10** | Planning Commission (7pm) |
| **Monday, August 17** | **HAPPY BIRTHDAY COUNCILMEMBER MIKE CASEY!** |
| **Monday, August 17** | Next City Council meeting (7pm) |

## APPOINTMENTS

At Monday's meeting, Mayor Nation has indicated that, with the support of Ward I Councilmembers, Barry Flachsbart and Nancy Greenwood, he will **nominate Ms. Allison Harris**, Ward I, to fill the unexpired term of Ms. Fay Heidtbrink. If approved by City Council, **Ms. Harris' term would then expire June 2, 2018**. As noted below, Ms. Harris was interviewed by the P/PW Committee, as required by City Council POLICY and the Committee has officially endorsed her appointment to the Planning Commission.

As always, if you have any questions, please contact Mayor Nation or the Ward I Councilmembers, PRIOR to Monday's meeting.

## APPOINTMENT/RE-APPOINTMENTS

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 8-3-17

Mayor Nation has also confirmed his intent to nominate the following individuals for **re-appointment** to the **Police Personnel Board**:

**Kenneth Voigt** - 3-year term, expiring 8-15-18

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

## RECOMMENDATIONS – FINANCE/ADMINISTRATION COMMITTEE (F&A)

As detailed in the enclosed MINUTES, the F&A Committee met on Monday, July 27, 2015.

The following is a list of an item, discussed/recommended by this Committee, which is being forwarded to City Council for consideration/action, at Monday's meeting;

3. Recommendation: Extension of Current Contract for **Auditing Services**

---- **Bill No. 3043** – Broadmoor Condominium Neighborhood Improvement District (NID) **(SECOND READING)**

---- **Bill No. 3042** – Re-Adopts requirements re: Conflict of Interest **(SECOND READING)**

---- **Next meeting** – Monday, August 24, 2015

As always, please contact Chairperson Barry Flachsbart, any other member of this Committee or me, PRIOR to Monday's meeting, if you have any questions.

## 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, July 23, 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:

I. Nominee to **Planning Commission (See "APPOINTMENTS" paragraph)**

IIIA. Recommendation re: **City Hall Rental and Use Policy** Amendment **(VOICE VOTE)**

IVA. Recommendation to Approve **T.S.P. 51-2015**, Verizon (724 Straub Road) **(VOICE VOTE)**

IVB. Recommendation to Approve **NEW City Policy** re: Dev. Process for Ord. Amendments **(VOICE VOTE)**

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

IVE. **Bill No. 3046** – Authorizes Establishment of **Show Me PACE Clean Energy District (FIRST AND SECOND READINGS)**

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

IVG. Recommendations re: **Veteran's Honor Park**:

**A.** Authorizing City Administrator to Execute **Contract** with **Powers Bowersox** re: Final Design

**B.** Recommending **Transfer of $155,000** from **General Fund – Fund Reserves** (Previous Set-Aside for this Purpose)

---- **Bill No. 3041** - P.Z. 03-2015 - Sachs Properties (The Grove in Chesterfield) (**SECOND READING**)

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

---- **Next Meeting** - Thursday, August 6, 2015 (5:30pm)

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

**BID RECOMMENDATION - REPLACEMENT OF HVAC EQUIPMENT (CITY HALL)**

As detailed in the enclosed MEMO, prepared by Jim Eckrich, Public Works Director/City Engineer, bids were recently sought for the above-named project.

Based upon a review of the information contained within and attached to Mr. Eckrich's MEMO, I join with him in recommending to you award of a contract o **AIR MASTERS CORPORATION**, in an **amount-not-to-exceed $749,000**. Adequate funds exist within the FY2015 Budget to cover this entire expense.

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

**LEGISLATION**

**BILL NO. 3043** - ESTABLISHES THE BROADMOOR CONDOMINIUMS NEIGHBORHOOD IMPROVEMENT DISTRICT **(SECOND READING - FINANCE AND ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**

**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)**

**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)**

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

**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)**

**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**)

**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 CHESTERIFIELD - 19S431691 QNE 19S430579) (**SECOND READING - PLANNING COMMISSION RECOMMENDS APPROVAL**)

**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 AND SECOND READINGS; DEPT. OF PUBLIC SERVICES RECOMMENDS APPROVAL**)