



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Wednesday, January 20, 2016
6:00PM**

- 1. Finance and Administration Committee – Chairperson Barry Flachsbart, Ward I**
 - A. Bill No. 3063 - Authorizes/Directs that an ELECTION be held, on April 5, 2016, to continue a Motor Vehicle Sales Tax on Out-of-State Vehicle Purchases (SECOND READING)**

- 2. Planning and Public Works Committee – Chairperson Connie Fults, Ward IV**
 - A. Bill No. 3064 - Accepts Arbor Grove Court as a Public Street (SECOND READING)**
 - B. Bill No. 3065 - Accepts Spirit Valley East Drive, Spirit Valley Central Drive and Spirit Valley West Drive as Public Streets (SECOND READING)**
 - C. Bill No. 3066 - Amends City Ordinances to Establish Parking Restrictions on August Hill Drive (SECOND READING)**
 - D. Bill No. 3067 – Approves Record Plat and Escrow Agreements for Bur Oaks (FIRST AND SECOND READINGS)**
 - E. Bill No. 3068 – Approves Record Plat and Escrow Agreements for Schoettler Grove (FIRST AND SECOND READINGS)**
 - F. Bill No. 3069 – Approves Parking Restriction – Bur Oaks (FIRST READING)**
 - G. Next meeting: Thursday, January 21, 2016 (5:30pm)**

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

4. New Business –Mayor Bob Nation

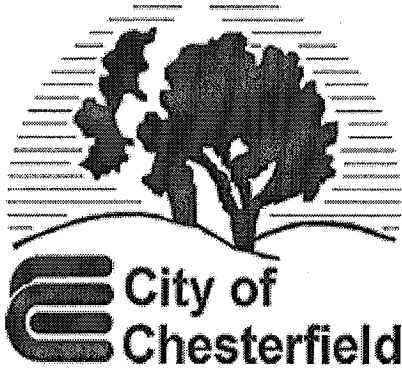
5. Adjourn –

6. Executive Session – Closed Meeting (RSMo 610.021 (3))

A. Personnel Matters

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

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AGENDA
CHESTERFIELD CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Wednesday, January 20, 2016
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** – January 4, 2016
- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
- VII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
 - A. Proclamations** –
 - 1. Miss MO USA
 - 2. Miss MO Teen
- VIII. APPOINTMENTS** – Mayor Bob Nation

IX. COUNCIL COMMITTEE REPORTS

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

1. **Bill No. 3063** - Authorizes/Directs that an ELECTION be held, on April 5, 2016, to continue a Motor Vehicle Sales Tax on Out-of-State Vehicle Purchases (**SECOND READING**)

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

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6. **Bill No. 3069** – Approves Parking Restriction – Bur Oaks (**FIRST READING**)
7. **Next meeting** - Thursday, January 21, 2016 (5:30pm)

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

A.

XI. OLD BUSINESS – Mayor Bob Nation

XII. NEW BUSINESS – Mayor Bob Nation

XIII. LEGISLATION

- A. **BILL NO. 3063** - SUBMITS TO THE QUALIFIED VOTERS OF THE CITY OF CHESTERFIELD, MISSOURI, FOR THEIR APPROVAL AT THE GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY ON THE 5TH DAY OF APRIL, 2016, A PROPOSITION TO AUTHORIZE THE CITY TO CONTINUE APPLYING AND COLLECTING THE LOCAL SALES TAX ON THE TITLING OF MOTOR VEHICLES, TRAILERS, BOATS AND OUTBOARD MOTORS THAT WERE PURCHASED FROM A SOURCE OTHER THAN A LICENSED MISSOURI DEALER (**SECOND READING; F&A COMMITTEE RECOMMENDS APPROVAL**)

- B. BILL NO. 3064 - PERTAINS TO THE ACCEPTANCE OF ARBOR GROVE COURT AS A PUBLIC STREET IN THE CITY OF CHESTERFIELD (SECOND READING; P/PW COMMITTEE RECOMMENDS APPROVAL)**
- C. BILL NO. 3065 - PERTAINS TO THE ACCEPTANCE OF SPIRIT VALLEY EAST DRIVE, SPIRIT VALLEY CENTRAL DRIVE AND SPIRIT VALLEY WEST DRIVE AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD (SECOND READING; P/PW COMMITTEE RECOMMENDS APPROVAL)**
- D. BILL NO. 3066 - APPENDS SECTION 300, MODEL TRAFFIC ORDINANCE, SCHEDULE IX - PARKING RESTRICTIONS OF THE CHESTERFIELD CITY CODE TO PROHIBIT PARKING ON AUGUST HILL DRIVE, WITHIN THE CITY OF CHESTERFIELD, MISSOURI (SECOND READING; P/PW COMMITTEE RECOMMENDS APPROVAL)**
- E. BILL NO. 3069 – AMENDS SCHEDULE IX: PARKING RESTRICTIONS OF SECTION 300 OF THE CODE OF THE CITY OF CHESTERFIELD BY ADDING PROVISIONS THERETO TO RESTRICT PARKING ON SILVER BUCK LANE (FIRST READING; DEPARTMENT OF PUBLIC SERVICES RECOMMENDS APPROVAL)**

XIV. LEGISLATION – PLANNING COMMISSION

- A. BILL NO. 3067 – PROVIDES FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR BUR OAKS, A 21.88 ACRE TRACT OF LAND ZONED “E - ONE-HALF ACRE”, ESTATE DISTRICT, WITH A “WH”, WILD HORSE CREEK ROAD OVERLAY DISTRICT DESIGNATION, LOCATED ON THE NORTH SIDE OF WILD HORSE CREEK ROAD AND EAST OF ITS INTERSECTION WITH SAVONNE COURT (FIRST AND SECOND READINGS; PLANNING COMMISSION RECOMMENDS APPROVAL)**
- B. BILL NO. 3068 – PROVIDES FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR SCHOETTLER GROVE, A 17.0 ACRE TRACT OF LAND ZONED “PUD”, PLANNED UNIT DEVELOPMENT, LOCATED NORTHWEST OF THE INTERSECTION OF CLAYTON ROAD AND SCHOETTLER ROAD (FIRST AND SECOND READING; PLANNING COMMISSION RECOMMENDS APPROVAL)**

XV. ADJOURNMENT

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

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AGENDA REVIEW – Wednesday, January 20 – 6PM

An AGENDA REVIEW meeting has been scheduled to start at **6pm**, on **Wednesday, January 20, 2016**. Please let me know, ASAP, if you will be unable to attend this meeting.

UPCOMING MEETINGS/EVENTS

Thursday, January 21

Planning & Public Works Committee (5:30pm)

Monday, January 25

F&A Committee (5:30pm)

Monday, January 25

Planning Commission (7pm)

Saturday, January 30

**HAPPY BIRTHDAY TO LIBBEY TUCKER, COMMUNITY
SERVICES & ECONOMIC DEVELOPMENT DIRECTOR**

Monday, February 1

Next City Council meeting (7pm)



RECORD OF PROCEEDING

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

JANUARY 4, 2016

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

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

A roll call was taken with the following results:

PRESENT

ABSENT

Mayor Bob Nation
Councilmember Barry Flachsbart
Councilmember Barbara McGuinness
Councilmember Bridget Nations
Councilmember G. Elliot Grissom
Councilmember Mike Casey
Councilmember Dan Hurt
Councilmember Bruce DeGroot
Councilmember Connie Fults

APPROVAL OF MINUTES

The minutes of the December 7, 2015 Public Hearing, regarding the FY2016 Budget, were submitted for approval. Councilmember Grissom made a motion, seconded by Councilmember McGuinness, to approve the Public Hearing minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the December 7, 2015 City Council meeting were submitted for approval. Councilmember Grissom made a motion, seconded by Councilmember Nations, to approve the City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

Mayor Nation announced that candidate filing for the April 5, 2016 Municipal Election ends at 5:00 p.m. on Tuesday, January 19.

Mayor Nation announced that City Hall will be closed Monday, January 18, in observance of the Martin Luther King, Jr. holiday.

Mayor Nation announced that the next meeting of City Council has been scheduled for Wednesday, January 20, at 7 p.m.

COMMUNICATIONS AND PETITIONS

A representative from the “Shoeman Water Project”, which the Parks, Recreation & Arts Committee has endorsed, made a brief presentation regarding this project, its purpose and potential impact.

APPOINTMENTS

There were no appointments.

COUNCIL COMMITTEE REPORTS

Finance and Administration Committee

Councilmember Barry Flachsbar, Chairperson of the Finance and Administration Committee, reported that Bill No. 3063 (Authorizes/Directs that an election be held, on April 5, 2016, to continue a Motor Vehicle Sales Tax on Out-of-State Vehicle Purchases) will be read for the first time under the “Legislation” portion of the agenda.

Parks, Recreation & Arts Committee

Councilmember Mike Casey, Chairperson of the Parks, Recreation & Arts Committee, made a motion, seconded by Councilmember Flachsbar, to approve the transfer of \$30,000 from Parks Sales Tax Fund – Fund Reserves for construction of a second Community Garden. A voice vote was taken with an affirmative result (Councilmember DeGroot voted No) and the motion was declared passed.

Councilmember Casey made a motion, seconded by Councilmember Flachsbar, to participate in the Shoeman Water Project. This project will generate funds to provide

clean water to communities in developing countries, at no cost to the City. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Casey made a motion, seconded by Councilmember DeGroot, to approve transfer of \$75,000 from Parks Sales Tax Fund – Fund Reserves for field safety improvements to CVAC Fields F5 and F6. Chesterfield Baseball & Softball Association (CBSA) is contributing \$30,000 toward the cost of the improvements and work will be done by City staff. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Casey made a motion, seconded by Councilmember Flachsart, to approve a budget amendment for Dura-Edge Improvements at the CVAC. This work was done in conjunction with CBSA. Work was completed by Parks Division Maintenance staff, and CBSA has reimbursed the City in the amount of \$18,000 to cover the full cost of materials used. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Planning/Public Works Committee

Councilmember Connie Fults, Chairperson of the Planning/Public Works Committee, reported that Bill No. 3064 (Accepts Arbor Grove Court as a Public Street) will be read for the first time under the “Legislation” portion of the agenda.

Councilmember Fults reported that Bill No. 3065 (Accepts Spirit Valley East Drive, Spirit Valley Central Drive and Spirit Valley West Drive as Public Streets) will be read for the first time under the “Legislation” portion of the agenda.

Councilmember Fults reported that Bill No. 3066 (Amends City Ordinances to Establish Parking Restrictions on August Hill Drive) will be read for the first time under the “Legislation” portion of the agenda.

Councilmember Fults announced that the next meeting of this Committee, scheduled for Thursday, January 7, at 5:30 p.m., has been canceled.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Herring indicated that he had no report this evening.

OLD BUSINESS

There was no old business.

NEW BUSINESS

There was no new business.

LEGISLATION

BILL NO. 3063 SUBMITS TO THE QUALIFIED VOTERS OF THE CITY OF CHESTERFIELD, MISSOURI, FOR THEIR APPROVAL AT THE GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY ON THE 5TH DAY OF APRIL, 2016, A PROPOSITION TO AUTHORIZE THE CITY TO CONTINUE APPLYING AND COLLECTING THE LOCAL SALES TAX ON THE TITLING OF MOTOR VEHICLES, TRAILERS, BOATS AND OUTBOARD MOTORS THAT WERE PURCHASED FROM A SOURCE OTHER THAN A LICENSED MISSOURI DEALER **(FIRST READING; F&A COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Flachsbart made a motion, seconded by Councilmember Casey, for the first reading of Bill No. 3063. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3063 was read for the first time.

BILL NO. 3064 PERTAINS TO THE ACCEPTANCE OF ARBOR GROVE COURT AS A PUBLIC STREET IN THE CITY OF CHESTERFIELD **(FIRST READING; P/PW COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Fults made a motion, seconded by Councilmember DeGroot, for the first reading of Bill No. 3064. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3064 was read for the first time.

BILL NO. 3065 PERTAINS TO THE ACCEPTANCE OF SPIRIT VALLEY EAST DRIVE, SPIRIT VALLEY CENTRAL DRIVE AND SPIRIT VALLEY WEST DRIVE AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD **(FIRST READING; P/PW COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Fults made a motion, seconded by Councilmember DeGroot, for the first reading of Bill No. 3065. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3065 was read for the first time.

BILL NO. 3066 APPENDS SECTION 300, MODEL TRAFFIC ORDINANCE, SCHEDULE IX - PARKING RESTRICTIONS OF THE CHESTERFIELD CITY CODE TO PROHIBIT PARKING ON AUGUST HILL DRIVE, WITHIN THE CITY OF CHESTERFIELD, MISSOURI **(FIRST READING; P/PW COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Fults made a motion, seconded by Councilmember DeGroot, for the first reading of Bill No. 3066. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3066 was read for the first time.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:26 p.m.

Mayor Bob Nation

ATTEST:

Vickie J. Hass, City Clerk

PRESENTATIONS

Mayor Nation has confirmed his plan to present PROCLAMATIONS, at Wednesday's City Council meeting, to Ms. Sydnee Stottlemire and Ms. Hayley Michel.....see attached.

If you have any questions, please let me know, prior to Wednesday's meeting



PROCLAMATION

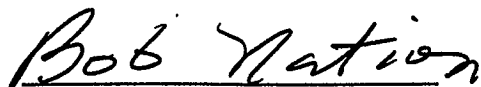
- WHEREAS,** Sydnee Stottlemire attended Wildhorse Elementary in Chesterfield, and is a graduate of Lafayette High School; and,
- WHEREAS,** Sydnee Stottlemire defeated 48 other contestants and was crowned **Miss Missouri USA 2016** on October 4, 2015; and,
- WHEREAS,** Sydnee also placed fourth runner-up to Miss Teen USA 2011 at the Atlantis Luxury Resort on Paradise Island in the Bahamas. She also competed at Miss America's Outstanding Teen 2009 where she finished as the fourth runner-up; and,
- WHEREAS,** Sydnee started participating in pageants at age seven and saved the earnings from the pageants to fund her college career at the University of Missouri while still in high school, especially the winnings from the Miss Missouri Outstanding Teen and Miss America's Outstanding Teen; and,
- WHEREAS,** Sydnee is a strategic communications student at the University of Missouri School of Journalism. She is a member of Kappa Kappa Gamma women's fraternity and a former Total Person Program tutor for the University of Missouri Athletics Department. Sydnee is the former national spokesperson for MU's Research Center of Human-Animal Interaction and enjoys volunteering at Cedar Creek Therapeutic Riding Center; and,
- WHEREAS,** Sydnee will represent the state of Missouri at the Miss USA 2016 Pageant this year.

NOW, THEREFORE, I, BOB NATION, MAYOR OF THE CITY OF CHESTERFIELD, DO HEREBY PROCLAIM, WEDNESDAY, JANUARY 20 AS

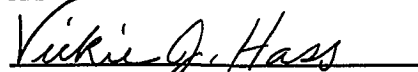
SYDNEE STOTTELMIRE DAY IN THE CITY OF CHESTERFIELD

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND CAUSED THE OFFICIAL SEAL OF THE CITY OF CHESTERFIELD TO BE AFFIXED THIS 20th DAY OF JANUARY, 2016.




Bob Nation, Mayor

ATTEST:


Vickie Hass, City Clerk



PROCLAMATION

- WHEREAS,** *Hayley Michel is a 17 year old junior at Marquette High School and a resident of Chesterfield, MO; and,*
- WHEREAS,** *Hayley competed in the Miss American Coed (MAC) Pageant in Ohio in August 2015 and won the title of Miss Great Lakes Region Teen; and,*
- WHEREAS,** *In October, 2015, Hayley was named Miss Missouri Teen by the MAC pageant organization; and,*
- WHEREAS,** *In November, 2015, Hayley represented Missouri at the MAC National Pageant in Orlando, FL. During the week of Thanksgiving, Hayley competed as Miss Missouri Teen in interview, evening gown and talent competitions, explored Disneyworld with queens of all ages and built friendships with girls from across the U.S; and,*
- WHEREAS,** *Over the next year, Hayley will, as Miss Missouri Teen, promote the MAC organization, share her Hope Project platform, and be a role model to young girls as she attends various community events*

NOW, THEREFORE, I, BOB NATION, MAYOR OF THE CITY OF CHESTERFIELD, DO HEREBY PROCLAIM, THURSDAY, JANUARY 21 AS

HAYLEY MICHEL DAY IN THE CITY OF CHESTERFIELD

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND CAUSED THE OFFICIAL SEAL OF THE CITY OF CHESTERFIELD TO BE AFFIXED THIS 20th DAY OF JANUARY, 2016.



Bob Nation
Bob Nation, Mayor

ATTEST:

Vickie Hass
Vickie Hass, City Clerk

RECOMMENDATION - FINANCE AND ADMINISTRATION (F&A) COMMITTEE

As detailed in the enclosed MINUTES, dated November 2, 2015, the F&A Committee met and voted to recommend APPROVAL of the following, which was given **FIRST READING APPROVAL** on **January 4, 2016:**

5. **Bill No. 3063** - Authorizes/Directs that an ELECTION be held, on April 5, 2016, to CONTINUE a Motor Vehicle Sales Tax on Out-of-State Vehicle Purchases (**SECOND READING**)

NOTE: Please read the enclosed MEMO, prepared by Finance Director Craig White, along with the MINUTES, from the October 26 meeting of the F&A Committee, during which this item was discussed. If this issue is to be placed on the April 5, 2016 BALLOT, it is critical that the **SECOND/FINAL READING** take place at the January 20, 2016 City Council meeting.



Finance Director
636-537-4726

MEMO

DATE: November 4, 2015 *CDW*
TO: Michael G. Herring, City Administrator
FROM: Craig D. White, Finance Director
RE: Motor Vehicle Sales Tax Ordinance

✓ MGH
12/20/15
[SEE BILL # 3063]

The F&A Committee discussed out-of-state vehicle sales taxes during the October 26th Committee Meeting. As you know, vehicle sales differs from retail sales in that the sales tax is based on the purchaser's place of residence, rather than the point-of-sale. Historically, this tax has extended to Missouri residents that purchase vehicles in other states. A recent court decision invalidated the out-of-state sales tax which the Missouri legislature then temporarily reinstated through November, 2016. Missouri cities have until then to obtain voter approval to retain the tax.

There are ongoing efforts by both the County and State Municipal Leagues to develop a coordinated effort for cities to pass this tax. Failure to do so would hurt Missouri businesses and the City of Chesterfield would lose approximately \$170,000, according to projections prepared by the Dept. of Revenue. This would not be a "new tax" but rather a continuation of the existing/historical practice.

The City can vote on this issue at either of the 3 planned elections between now and the date of the tax expiration in November 2016. The County Municipal League is attempting to coordinate having the issue placed on ballots throughout the County, for the April, 2016 election. The F&A Committee voted to recommend approval of a vehicle sales tax ordinance to be put on the April 2016 ballot to leverage the Municipal League's corresponding push to inform residents.

Interim City Attorney Harry O'Rourke drafted the attached proposed ordinance to be placed on the January 4, 2016 City Council meeting agenda, in order for the FIRST READING to be given and the SECOND/FINAL READING to be given at the January 20, 2016 City Council meeting. Please let me know if you have any questions or need additional information.

MEMORANDUM

TO: Members – F&A Committee
FROM: Michael G. Herring, City Administrator
DATE: November 2, 2015
SUBJECT: Minutes – 10-26-15

The Finance and Administration Committee met on October 26, 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; City Administrator Mike Herring; Finance Director Craig White; Director of Public Services 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; and Management Analyst James Mello Jr.

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

1. Approval of Minutes from July 27, 2015

Chairperson Flachsbart asked if there were any comments or changes to the July 27, 2015 F&A Committee Minutes. Hearing none, Councilmember Grissom motioned to approve the Minutes. Councilmember Hurt seconded the motion. A voice vote was taken, with a unanimous result 3-0, and the motion was approved. (Committee Member DeGroot had not yet arrived.)

(Councilmember Fults joined the meeting, at this point.)

2. Requests for Funding Regarding Community Contributions

Craig White, Finance Director, summarized the proposal. The City has historically allocated funds to assist local organizations in providing events or programming that benefit Chesterfield residents. The City had budgeted \$6,000 for such purposes in FY2015. The first, and only two FY2015 applications, came from the West County Family YMCA, for "Senior Sizzler" trips, and the Children's Illustrated Art Museum for their "Twas the Night Before Christmas" exhibit at the Chesterfield Mall. Mr. Herring noted that City Council had delegated to this Committee the ability to decide if, in fact, these funding requests will be approved.

Councilmember Grissom motioned to approve both of the community contribution funding requests. Councilmember Hurt seconded the motion. A voice vote was taken, with a unanimous result 3-0, and the motion was approved. (Committee Member DeGroot had not yet arrived.)

3. Discussion of St. Louis County Municipal League Membership

Michael Herring, City Administrator, presented an invoice for St. Louis County Municipal League annual membership dues and provided information regarding the historical cost of membership to the organization, as well as comparable information for the Missouri Municipal League.

Councilmember Flachsbart expressed concerns about supporting an entity that directly opposes Chesterfield in key legislative efforts.

Mr. Herring noted that he understood Councilmember Flachsbart's concerns but had recently learned of the League's efforts, driven by Chesterfield's sales tax lawsuit, to endorse plans that would actually benefit the City. He also noted that the County Municipal League also has direct ties to the Municipal Parks Grant Commission, which has provided funding for numerous Chesterfield projects.

A brief discussion ensued about the consequences, both for and against, membership in the St. Louis County Municipal League.

Councilmember Grissom motioned to table the matter of paying dues to the St. Louis County Municipal League until the next meeting. Councilmember Hurt seconded the motion. A voice vote was taken, with a unanimous result 3-0, and the motion was approved. (Committee Member DeGroot had not yet arrived.)

4. Discussion of Creating a "Transparency Portal"

Councilmember DeGroot entered the meeting.

Mr. White indicated that the term "Transparency Portal" was used in many different ways but generally referred to either the information about an organization available on their website or interactive budget/financial tools. Mr. White discussed a comparison of the information available on local municipal websites which showed that Chesterfield ranked among the top cities, in terms of the quality/quantity of financial available provided via the City's website.

He went on to discuss the Monarch Fire Protection District's "Transparency Portal." Mr. White noted that United For Missouri's Future, a political organization, actually paid another company to design and maintain the portals of three entities, none of which are municipalities. He then cited other area municipalities that had reviewed Monarch's "Transparency Portal" and determined that it was not in the best interest of their residents.

Lastly, the interactive budget/financial webpages, currently utilized by Hazelwood and Creve Coeur were discussed. It was noted that this tool typically costs around \$9,000 and

does not provide any budget information that is not already on the City's website.

Councilmember Casey indicated that he had researched Monarch's "Transparency Portal" and pointed out that, although designed to make an organization more understandable, could provide information in a manner that is inaccurate or confusing to the user.

Councilmember Flachsbart expressed a reluctance to pay for information that was already accessible on the City's website but was supportive of increasing the amount of information available online. He suggested that Chesterfield add information that other cities have on their website as long as it would not require significant Staff time.

Only one of the City's in Mr. White's website comparison provided salary information on their website. After a brief discussion among the Councilmembers it was decided that a listing of job positions and pay ranges was appropriate, rather than individual salaries. This was consistent with the other City that had salary information available online.

Councilmember Fults suggested that Staff add a "financial snapshot" to the City's website with a summary of useful financial information, which would be of interest to most people.

A general consensus among Councilmembers and Staff was that few, if any, questions have been received from residents requesting information not already available on the website.

Councilmember Flachsbart made a motion to add the following information to the City's website:

- Check Registers
- Monthly Financial Reports
- Financial Snapshot
- Revenue and Expense Pie Charts
- Positions and Pay Ranges

Councilmember Hurt seconded the motion. A voice vote was taken and the motion was approved by a vote of 3-1. Councilmember Grissom voted against the motion.



5. Update on Out-of-State Vehicle Taxes

Mr. White provided the background of the Out-of-State Vehicle Sales Tax. Vehicle sales differs from retail sales in that the sales tax is based on the purchaser's place of residence, rather than the point of sale. Historically, this tax has extended to Missouri residents that purchase vehicles in other states. A recent court decision invalidated the out-of-state sales tax which the Missouri legislature then temporarily reinstated through November, 2016. Missouri cities have until then to obtain voter approval for the tax. There are ongoing efforts by both the County and State Municipal Leagues to develop a

coordinated effort for cities to pass this tax. Failure to do so would hurt Missouri businesses and the City of Chesterfield would lose approximately \$170,000, according to projections prepared by the Dept. of Revenue. This would not be a “new tax” but rather a continuation of the existing/historical practice.

Mr. Herring specified that this could be voted on at either of the 3 planned elections between now and the date of the tax expiration in November 2016, but noted that the County Municipal League was attempting to coordinate having the issue placed on ballots throughout the County, for the April, 2016 election.

The consensus of the Councilmembers present was to contact the County Municipal League to determine when other municipalities planned to put it on their ballot to leverage the informational push that would come at that time to best inform residents. As noted above, this is believed to be April 2016. Mr. Herring noted that he would determine the date by which such a ballot issue needed to be approved by City Council, in order to appear on that April ballot.

Councilmember Flachsbart made a motion to direct Staff to coordinate with other municipalities and the business community and to place the issue on the most logical upcoming ballot, pending council approval of the ordinance to do so. A voice vote was taken, and with a unanimous result, the motion was approved by a vote of 4-0.

6. Continued Discussion Regarding Annual Merit Increases

Mike Geisel, Director of Public Services, briefly summarized Staff’s previous presentations on the issue. He reiterated that Staff had spent considerable time reviewing the pay plan and had consistently determined that the 3% merit based raise pool was the best plan for the City as it is consistent with historical CPI, allows for accurate long-term financial planning, and has allowed the City to maintain a healthy ratio of personnel expenditures to total expenditures.

Councilmember Hurt stated that the information he had previously requested of Staff had been provided and he thanked them for doing so. He then initiated a general discussion regarding the advantages and disadvantages of including overtime pay and merit increases into the same budget item each year. The general consensus of the Councilmembers present was that these two items should remain separate, though Councilmember Hurt disagreed.

Many of the Committee members present felt that the merit pay increase, historically 3%, should be reduced in response to the recent low CPI.

(Councilmember Casey left the meeting at this time due to another commitment.)

Both Mr. Herring and Mr. Geisel thanked the Committee for the opportunity to participate in the merit pay rate decision process. Mr. Herring specifically noted that this

issue had never been studied in such detail and the information gathered, during this discussion, would serve the City well, for many years to come.

Councilmember Flachsbart motioned for the FY2016 Budget to include 2.5% merit pay raise pool, rather than 3% as used in years past. Mr. Herring noted that the proposed FY2016 Budget, distributed to the elected officials in early-October, contained a 3% raise pool and that, this motion, if approved, would be forwarded for consideration by City Council, at the November 16 Budget Workshop. Councilmember Grissom seconded the motion. A voice vote was taken and the motion was approved by a vote of 3-1. Councilmember Hurt voted against the motion.

7. Adjournment

There being no additional business to discuss, the meeting was adjourned at 7:00 PM.

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

Even though this Committee has not met, since the January 4 City Council meeting, the following items have been placed on Wednesday's City Council AGENDA, for your collective consideration:

- A. Bill No. 3064 - Accepts Arbor Grove Court as a Public Street (SECOND READING)**
- B. Bill No. 3065 - Accepts Spirit Valley East Drive, Spirit Valley Central Drive and Spirit Valley West Drive as Public Streets (SECOND READING)**
- C. Bill No. 3066 - Amends City Ordinances to Establish Parking Restrictions on August Hill Drive (SECOND READING)**
- D. Bill No. 3067 – Approves Record Plat and Escrow Agreements for Bur Oaks (FIRST AND SECOND READINGS)**
- E. Bill No. 3068 – Approves Record Plat and Escrow Agreements for Schoettler Grove (FIRST AND SECOND READINGS)**
- F. Bill No. 3069 – Approves Parking Restriction – Bur Oaks (FIRST READING)**
- G. Next meeting: Thursday, January 21, 2016 (5:30pm)**

If you have any questions, please contact P/PW Committee Chairperson, Councilmember Connie Fults, any other member of this Committee, Director of Public Services Mike Geisel or me, prior to Wednesday's meeting.

City Council Memorandum

Department of Public Services



To: Michael Herring, City Administrator
From: Aimee Nassif, Planning and Development Services Director
Date: January 12, 2016
CC Date: **January 20, 2016**
Re: **Bur Oaks, Record Plat:** A Subdivision Plat for a 21.88 acre tract of land zoned "E-1/2AC" Estate District with a "WH" Wild Horse Creek Road Overlay District designation located on the north side of Wild Horse Creek Road and west of its intersection of Long Road and east of its intersection with Savonne Court.

Stock & Associates Consulting Engineering, on behalf of Pulte Homes of St. Louis, LLC, has submitted a request for a Subdivision Plat for a 21.88 acre tract which proposes thirty-five (35) new lots, various areas of common ground, and one interior street.

On January 11, 2016, the Planning Commission recommended approval of the Record Plat for the Subdivision of Bur Oaks with a vote of 7-0. Attached to the legislation, please find a copy of the Record Plat and Escrow Agreements.



SEE
BILL #
3067
✓ MBH
1/13/16

City Council Memorandum

Department of Public Services



To: Michael Herring, City Administrator

From: Aimee Nassif, Planning and Development Services Director

Date: January 11, 2016

CC Date: **January 20, 2016**

Re: **Schoettler Grove – Record Plat:** A Record Plat for a 17.0 acre tract of land zoned “PUD” Planned Unit Development District located northwest of the intersection of Clayton Road and Schoettler Road.

Stock and Associates, on behalf of WB Properties Schoettler, LLC has submitted a Subdivision Plat for a 17.0 acre tract which proposes thirty-one (31) new lots, various areas of common ground, and one interior street.

On January 11, 2016, the Planning Commission recommended approval of the Record Plat for the Subdivision of Schoettler Grove with a vote of 7-0.

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



SEE BILL # 3068
✓mgt
1/13/16

City Council Memorandum

Department of Public Services



To: Michael Herring, City Administrator

From: Aimee Nassif, Planning and Development Services Director

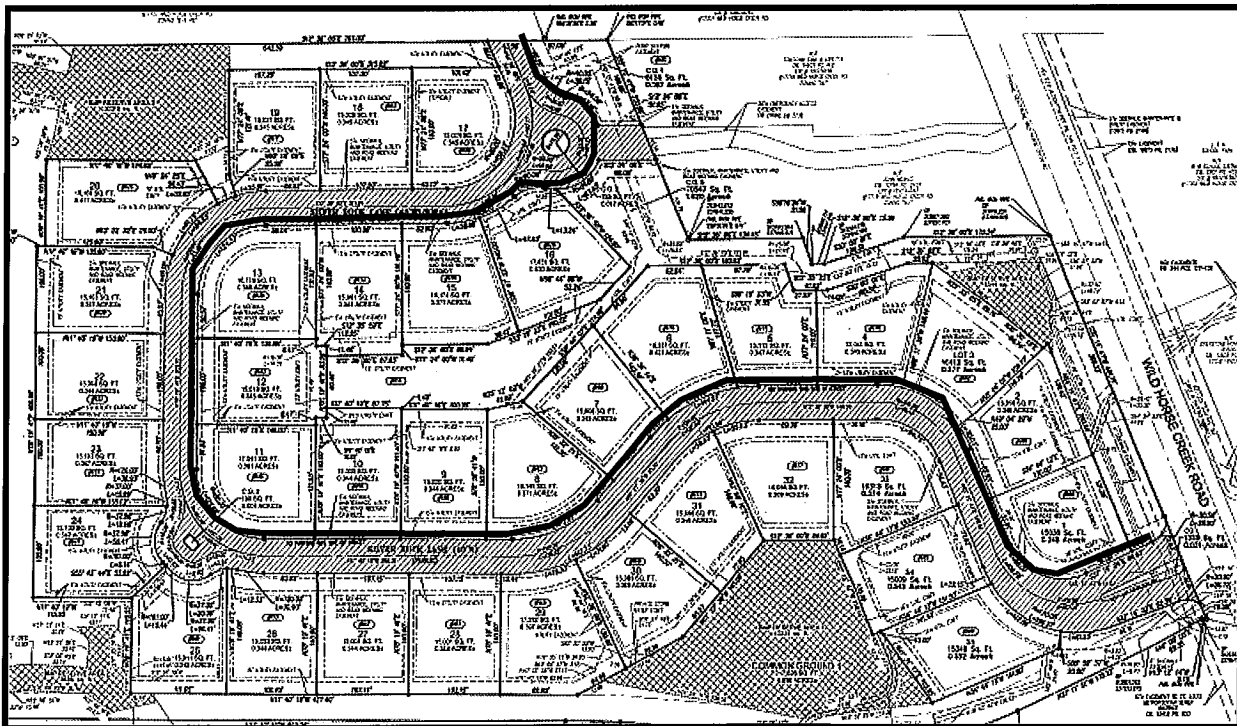
Date: January 12, 2016

CC Date: January 20, 2016

Re: **Bur Oaks, Parking Restriction:** Parking restrictions along one side of Silver Buck Lane in the Bur Oaks Subdivision.

In conjunction with the proposed Record Plat for Bur Oaks Subdivision, the City has required that parking on Silver Buck Lane be prohibited on one side. This requirement is a result of Silver Buck Lane connecting to, and ultimately servicing, additional properties to the east.

Parking will be prohibited on the side of the street indicated with a red line in the image below and further described in the attached legislation.



SEE BILL # 3069
✓MGA
1/13/16

LEGISLATION

BILL NO. 3063 - SUBMITS TO THE QUALIFIED VOTERS OF THE CITY OF CHESTERFIELD, MISSOURI, FOR THEIR APPROVAL AT THE GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY ON THE 5TH DAY OF APRIL, 2016, A PROPOSITION TO AUTHORIZE THE CITY TO CONTINUE APPLYING AND COLLECTING THE LOCAL SALES TAX ON THE TITLING OF MOTOR VEHICLES, TRAILERS, BOATS AND OUTBOARD MOTORS THAT WERE PURCHASED FROM A SOURCE OTHER THAN A LICENSED MISSOURI DEALER **(SECOND READING; F&A COMMITTEE RECOMMENDS APPROVAL)**

BILL NO. 3064 - PERTAINS TO THE ACCEPTANCE OF ARBOR GROVE COURT AS A PUBLIC STREET IN THE CITY OF CHESTERFIELD **(SECOND READING; P/PW COMMITTEE RECOMMENDS APPROVAL)**

BILL NO. 3065 - PERTAINS TO THE ACCEPTANCE OF SPIRIT VALLEY EAST DRIVE, SPIRIT VALLEY CENTRAL DRIVE AND SPIRIT VALLEY WEST DRIVE AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD **(SECOND READING; P/PW COMMITTEE RECOMMENDS APPROVAL)**

BILL NO. 3066 - APPENDS SECTION 300, MODEL TRAFFIC ORDINANCE, SCHEDULE IX - PARKING RESTRICTIONS OF THE CHESTERFIELD CITY CODE TO PROHIBIT PARKING ON AUGUST HILL DRIVE, WITHIN THE CITY OF CHESTERFIELD, MISSOURI **(SECOND READING; P/PW COMMITTEE RECOMMENDS APPROVAL)**

BILL NO. 3069 – AMENDS SCHEDULE IX: PARKING RESTRICTIONS OF SECTION 300 OF THE CODE OF THE CITY OF CHESTERFIELD BY ADDING PROVISIONS THERETO TO RESTRICT PARKING ON SILVER BUCK LANE **(FIRST READING; DEPARTMENT OF PUBLIC SERVICES RECOMMENDS APPROVAL)**

BILL NO. 3063

ORDINANCE NO. _____

AN ORDINANCE SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF CHESTERFIELD, MISSOURI, FOR THEIR APPROVAL AT THE GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY ON THE 5TH DAY OF APRIL, 2016, A PROPOSITION TO AUTHORIZE THE CITY TO CONTINUE APPLYING AND COLLECTING THE LOCAL SALES TAX ON THE TITLING OF MOTOR VEHICLES, TRAILERS, BOATS, AND OUTBOARD MOTORS THAT WERE PURCHASED FROM A SOURCE OTHER THAN A LICENSED MISSOURI DEALER

WHEREAS, as provided for under the provisions of Section 32.087 RSMo., the City Council believes it is in the best interests of the residents of the city that it propose to the qualified voters of the city to authorize the city to continue applying and collecting the local sales tax on the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri Dealer; and

WHEREAS, rejection of this measure will result in a reduction of local revenue to provide for vital services for the City of Chesterfield; and

WHEREAS, it will place Missouri dealers of motor vehicles, outboard motors, boats, and trailers at a competitive disadvantage to non-Missouri dealers of motor vehicles, outboard motors, boats, and trailers; and

WHEREAS, pursuant to Section 32.087 RSMo., the City must submit to the qualified voters of the City, the question of continuing or repealing the application of the local sales tax to the titling of motor vehicles, trailers, boats, and outboard motors that were purchased from a source other than a licensed Missouri dealer; and

WHEREAS, the City Council believes that such a proposition be placed on the ballot at the April 5, 2016, General Municipal Election.

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

SECTION NO. 1. That as required by the provisions of RSMo., Section 32.087, there shall be submitted to the qualified voters of the City of Chesterfield, Missouri, for their approval, at the general municipal election to be held on April 5, 2016, the ballot submission, which shall contain substantially the following language:

PROPOSITION V

Shall the City of Chesterfield, Missouri continue applying and collecting the local sales tax on the titling of motor vehicles, trailers, boats, and outboard motors that were purchased

from a source other than a licensed Missouri dealer? Rejection of this measure will result in a reduction of local revenue to provide for vital services for the City of Chesterfield, Missouri and it will place Missouri dealers of motor vehicles, outboard motors, boats, and trailers at a competitive disadvantage to non-Missouri dealers of motor vehicles, outboard motors, boats, and trailers.

Yes ☐

No ☐

INSTRUCTIONS TO VOTERS: If you are in favor of the Proposition, fill in the circle opposite the word "Yes". If you are opposed to the Proposition, fill in the circle opposite the word "No".

SECTION NO. 2. The City Clerk is hereby directed to submit a certified copy of this Ordinance to the St. Louis County Election Authority, and shall notify it that the City is calling for an election within the City at the general municipal election to be held on the 5th day of April, 2016, specifying the purpose of the election, the date of the election, the legal notice to be published, and the sample ballot language as set forth in Section 1 of this Ordinance.

SECTION NO. 3. Effective Date.

This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.

SECTION NO. 4. Savings.

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof.

SECTION NO. 5. Severability.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer valid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

PASSED AND APPROVED this _____ day of _____, 2015.

MAYOR

ATTEST:

CITY CLERK

First Reading Held: _____

BILL NO. 3064

ORDINANCE NO. _____

AN ORDINANCE PERTAINING TO THE ACCEPTANCE OF ARBOR GROVE COURT AS A PUBLIC STREET IN THE CITY OF CHESTERFIELD

WHEREAS, the City of Chesterfield has approved the construction of Arbor Grove Court; and

WHEREAS, the street was intended to be a public street and was therefore constructed to the design standards of the Department of Public Services of the City of Chesterfield.

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

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

Arbor Grove Court:

Approximately 2,014 feet; from
Wild Horse Creek Road to cul-de-sac.
Book 360, Page 220-221

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

Passed and approved this _____ day of _____, 20____.

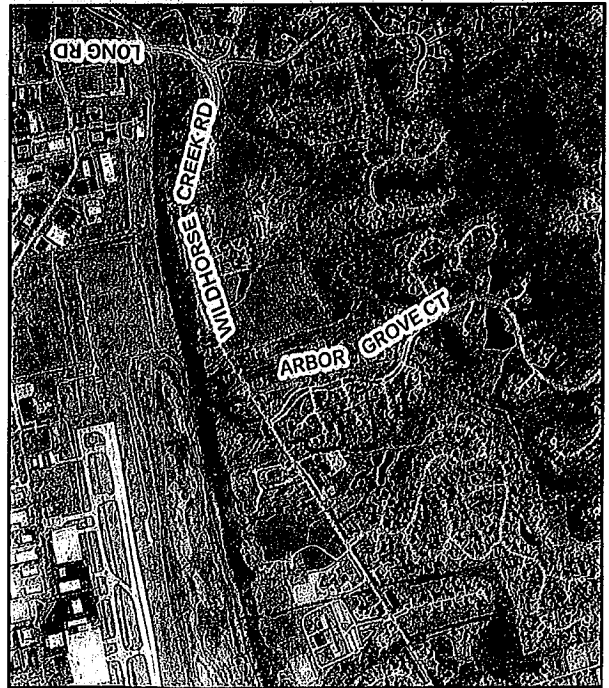
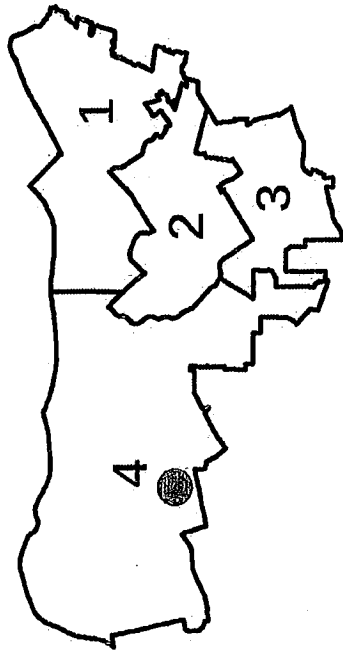
ATTEST:

MAYOR

CITY CLERK

[FIRST READING HELD: _____]

Public Street Acceptance -
The Arbors at Wildhorse
Creek



BILL NO. 3065

ORDINANCE NO. _____

AN ORDINANCE PERTAINING TO THE ACCEPTANCE OF SPIRIT VALLEY EAST DRIVE, SPIRIT VALLEY CENTRAL DRIVE, AND SPIRIT VALLEY WEST DRIVE AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD

WHEREAS, the City of Chesterfield has approved the construction of Spirit Valley East Drive, Spirit Valley Central Drive, and Spirit Valley West Drive; and

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

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

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

- | | |
|----------------------------------|--|
| (1) Spirit Valley East Drive: | Approximately 2,012 feet; from
Olive Street Rd. to Spirit Valley Central Dr.
Book 356, Page 177 |
| (2) Spirit Valley Central Drive: | Approximately 1,675 feet; from
Olive Street Rd. to Spirit Valley East Dr.
Book 356, Page 177 |
| (3) Spirit Valley West Drive: | Approximately 334 feet; from
Spirit Valley Central Dr. to temporary
terminus
Book 356, Page 177 |

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

Passed and approved this _____ day of _____, 20____.

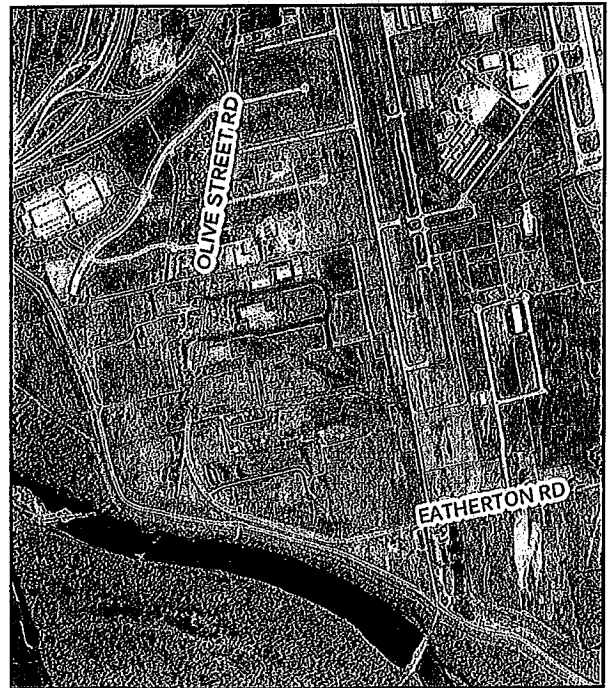
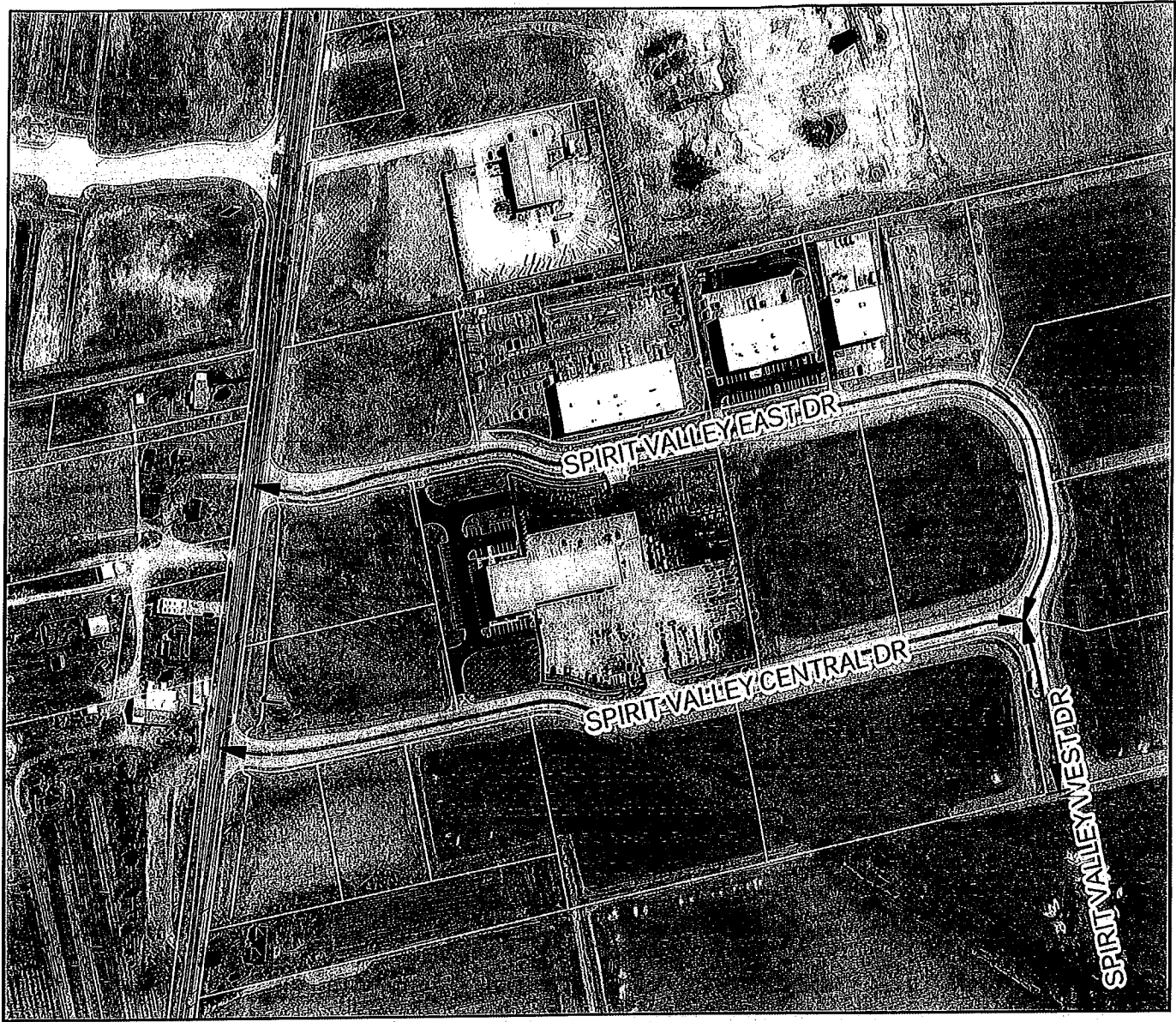
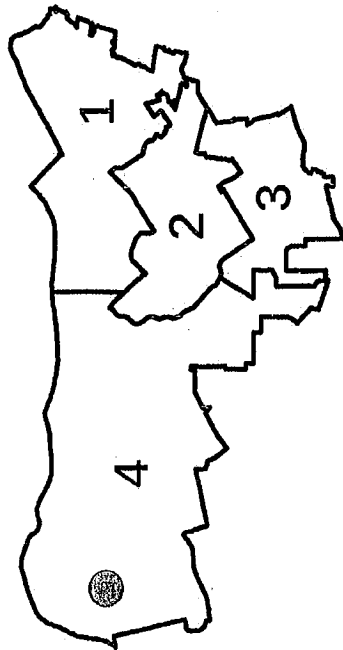
ATTEST:

MAYOR

CITY CLERK

[FIRST READING HELD: _____]

Public Street Acceptance -
Spirit Valley Business Park



BILL NO. 3066

ORDINANCE NO. _____

AN ORDINANCE APPENDING SECTION 300 MODEL TRAFFIC ORDINANCE, SCHEDULE IX - PARKING RESTRICTIONS OF THE CHESTERFIELD CITY CODE TO PROHIBIT PARKING ON AUGUST HILL DRIVE WITHIN THE CITY OF CHESTERFIELD, MISSOURI.

WHEREAS, the City of Chesterfield seeks to promote the safe operation of vehicles and provide for safe pedestrian travel within the publicly maintained rights-of-way; and,

WHEREAS, the City of Chesterfield seeks to promote safety and provide for appropriate parking; and,

WHEREAS, parking large vehicles on public streets obstructs the view of other motorists and can lead to accidents; and,

WHEREAS, the City of Chesterfield is continuously concerned with the aesthetics of its community and desires to avoid visual clutter; and

WHEREAS, the City of Chesterfield developed and approved policies providing for the creation of parking restrictions on public streets when requested by the affected neighborhoods; and,

WHEREAS, the City of Chesterfield received a request to further restrict parking along Lydia Hill and August Hill to improve safety reduce neighborhood impacts; and,

WHEREAS, the City of Chesterfield sought input from the adjacent subdivision trustees, of which 75% supported the establishment of additional parking restrictions along Lydia Hill and August Hill; and,

WHEREAS, the Planning and Public Works Committee of City Council received, reviewed, and recommended approval of the requested additional parking restrictions along Lydia Hill and August Hill.

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

Section 1. Section 300 Model Traffic Ordinance - Schedule IX - Parking Restrictions of the Chesterfield City Code is hereby appended by adding a provision thereto as follows:

Part of Road or Street Where
Parking is Regulated

Parking restrictions

August Hill Drive

North and South sides of August Hill Drive
From its intersection with Baxter Road, eastwardly
To a point 200 feet east of the intersection with
Willow Weald Path.

No Parking - Anytime

August Hill Drive

South sides of August Hill Drive
From its intersection with Baxter Road, eastwardly
To its terminus, when it becomes Lydia Hill Drive

No Parking - Anytime

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

Passed and approved this _____ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK

First Reading Held: _____

Parking Restrictions for Lydia Hill Dr and August Hill Dr



Parking Restrictions on Lydia Hill and August Hill

First Name	Last Name	Salutation	Office	Street No	Street Name	City	State	Zip	Home Phone	Work Phone	EmailAddr	Yes	No
Chris	Mateo	Mr. Mateo	Developer	16640	Chesterfield Grove Road	Chesterfield	MO	63005			chris.mateo@pultegro up.com	UTF	UTF
Andrea	Bunch	Ms. Bunch	Director	435	Maple Rise Path	Chesterfield	MO	63005			dnabunch@att.net	x	
Julia	McDermott	Ms. McDermott	Director	450	Maple Rise Path	Chesterfield	MO	63005			mcdermott.julia@gmail. com	x	
Barry	Light	Mr. Light	St. Vill. "B"-Pres	702	Stone Meadow Dr.	Chesterfield	MO	63005	636-532-2530	636-532-0111	light_b@kids.wustl.edu		x
Carol	Tilley	Ms. Tilley	St. Vill. "B"-Sec	859	Stone Meadow Dr.	Chesterfield	MO	63005	636-532-4574		catilley@earthlink.com	x	
Jim	Boden	Mr. Boden	Knolls "A" Pres	747	Stonebluff Ct.	Chesterfield	MO	63005	636-778-9169		jnboden73@gmail.com	x	
Nancy	Dailey	Ms. Dailey	Knolls "A"-Sec	735	Stonebluff Ct.	Chesterfield	MO	63005	636-532-8321		gigigrannie@gmail.com	x	
Jim	Gallagher	Mr. Gallagher	St. Vill. "B"	831	Stonebluff Ct.	Chesterfield	MO	63005	636-530-5185				
Bill	Lukas	Mr. Lukas	Knolls "A"-Treas	732	Stonebluff Ct.	Chesterfield	MO	63005	636-537-9801		lukasbill@aol.com	x	
John	Belfi	Mr. Belfi	Woods "C"-Tres.	695	Stonebrook Ct.	Chesterfield	MO	63005	636-778-0686		john.belfi@gmail.com	x	
Earl	Kidd	Mr. Kidd	Woods "C"-Pres.	621	Stonebrook Ct.	Chesterfield	MO	63005	636-730-3221		earl.kidd@gmail.com	x	
Magdalin	Szabo	Ms. Szabo	Woods "C"-Sec	660	Stonebrook Ct.	Chesterfield	MO	63005	636-812-2213		szabo.mm@sccglobal. net	x	
John	Javorek	Mr. Javorek	Director	433	Willow Weald Path	Chesterfield	MO	63005			javorekksa@hotmail.co m		x
Daniel	Krekeler	Mr. Krekeler	Director	418	Willow Weald Path	Chesterfield	MO	63005			djkrekeler@gmail.com		x

12 Responses
 9 Favorable
 3 Unfavorable

$$\frac{9}{12} = 75\%$$

**CITY OF CHESTERFIELD
POLICY STATEMENT**

PUBLIC WORKS

NO. 45

SUBJECT Parking Restrictions

INDEX PW

DATE

DATE

ISSUED 2/20/02

REVISED

POLICY

Federal, State and County Roadways

All requests for parking restrictions on Federal, State and County roads will be forwarded to the appropriate agency for their consideration and approval.

City Streets -- Subdivision

All resident requests for parking restrictions on City Streets within a subdivision, must be submitted in writing to the City Administrator. The request will be forwarded to the appropriate subdivision trustees, who, if they support the request, must survey, or otherwise verify to the City Administrator that there exists among the residents a 75% level of support within the general area for the parking restriction, and a 90% level of support among property owners immediately adjacent to the area where parking restrictions are proposed. Immediately adjacent refers to those properties that have frontage where parking is to be restricted on the same side of the street or on the opposite side of the street.

For the purpose of this policy, the "general area" is defined as the area within a 500 foot radius of the proposed parking restriction, and on the same street as the proposed parking restriction or a street that is directly connected to the street with the proposed parking restriction. If the parking restriction is proposed on a cul-de-sac, the general area is limited to those residents who have driveway access on the cul-de-sac.

If the required levels of support are met, a draft of an ordinance calling for the parking restriction shall be submitted to the Public Works/Parks Committee for review and then, if approved by the Committee, forwarded to City Council for consideration.

If the required levels of support are not met, the Department of Public Works shall review the restriction and prepare a recommendation based upon traffic engineering principles and forward same to the Public Works/Parks Committee for review and consideration. Said recommendation shall include, but is not limited to: a survey of those property owners who are immediately adjacent to the area where parking restrictions are proposed, traffic volumes, and accident history.

City Streets -- Non-Subdivision

All requests for parking restrictions on City Streets that are not located within a subdivision must be submitted in writing to the City Administrator. The Department of Public Works shall then conduct a survey of those property owners who are immediately adjacent to the area where parking restrictions are proposed. A $\frac{3}{4}$ (75%) level of support among property owners immediately adjacent to the area where parking restrictions are proposed is required. If the required levels of support are met, a draft of an ordinance calling for the parking restriction shall be submitted to the Public Works/Parks Committee for review and then, if approved by the Committee, forwarded to City Council for consideration.

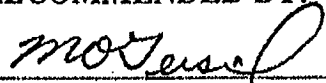
If the required levels of support are not met, the Department of Public Works shall review the restriction and prepare a recommendation based upon traffic engineering principles and forward same to the Public Works/Parks Committee for review and consideration. Said recommendation shall include, but is not limited to: a survey of those property owners who are immediately adjacent to the area where parking restrictions are proposed, traffic volumes, and accident history.

It is recognized, per the codified ordinances of Chesterfield, the obligation and responsibility for installation and maintenance of appropriate traffic control devices rests with the City Engineer. This policy shall in no way interfere with the obligations assigned to the City Engineer by the Traffic Code.

Section 300.060: The City Traffic Engineer shall determine the installation and proper timing and maintenance of traffic control devices, conduct engineering and analyses of traffic accidents and devise remedial measures, conduct engineering investigation of traffic conditions, plan the operation traffic on the streets and highways of the City, and cooperate with other City Officials in the development of ways and means to improve traffic conditions and carry out the additional powers and duties imposed by ordinances of the City.

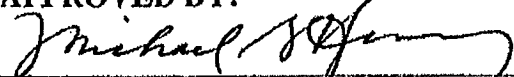
Section 300.130: The City Traffic Engineer shall place and maintain traffic control signs, signals, and devices when and as required under the traffic ordinances of the City to make effective the provisions of said ordinances and may place and maintain such additional traffic control devices as he may deem necessary to regulate traffic under the traffic ordinances of the City or under State law to guide or warn traffic.

RECOMMENDED BY:


Department Head/Council Committee (if applicable)

2/20/02
Date

APPROVED BY:


City Administrator

2/20/02
Date


City Council (if applicable)

2/20/02
Date

BILL NO. 3069

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE IX: PARKING RESTRICTIONS OF SECTION 300 OF THE CODE OF THE CITY OF CHESTERFIELD BY ADDING PROVISIONS THERETO TO RESTRICT PARKING ON SILVER BUCK LANE.

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

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

Part of Road or Street Where Parking is Regulated	Parking Restrictions
Silver Buck Lane, east side, from its intersection with Wild Horse Creek Road to approximately 1,350 feet north, transitioning to the south side for the next approximate 400 feet, transitioning to the west side for the next approximate 350 feet, transitioning to the south side for the next approximate 150 feet to the terminus of Silver Buck Lane at the western property line of 17655 Wild Horse Creek Road. The regulated part of Silver Buck Lane can also be described as the side of the street with even numbered addresses in Bur Oaks subdivision.	No Parking Anytime

Section 2. In all other respects, Section 300 is in full force and effect.

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

Passed and approved this _____ day of _____, 2016.

Mayor

ATTEST:

CITY CLERK

First Reading held _____

LEGISLATION – PLANNING COMMISSION

BILL NO. 3067 – PROVIDES FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR BUR OAKS, A 21.88 ACRE TRACT OF LAND ZONED “E - ONE-HALF ACRE”, ESTATE DISTRICT, WITH A “WH”, WILD HORSE CREEK ROAD OVERLAY DISTRICT DESIGNATION, LOCATED ON THE NORTH SIDE OF WILD HORSE CREEK ROAD AND EAST OF ITS INTERSECTION WITH SAVONNE COURT (**FIRST AND SECOND READINGS; PLANNING COMMISSION RECOMMENDS APPROVAL**)

BILL NO. 3068 – PROVIDES FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR SCHOETTLER GROVE, A 17.0 ACRE TRACT OF LAND ZONED “PUD”, PLANNED UNIT DEVELOPMENT, LOCATED NORTHWEST OF THE INTERSECTION OF CLAYTON ROAD AND SCHOETTLER ROAD (**FIRST AND SECOND READING; PLANNING COMMISSION RECOMMENDS APPROVAL**)

BILL NO. 3067

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR BUR OAKS, A 21.88 ACRE TRACT OF LAND ZONED "E-1/2AC" ESTATE DISTRICT WITH A "WH" WILD HORSE CREEK ROAD OVERLAY DISTRICT DESIGNATION LOCATED ON THE NORTH SIDE OF WILD HORSE CREEK ROAD AND WEST OF ITS INTERSECTION OF LONG ROAD AND EAST OF ITS INTERSECTION WITH SAVONNE COURT.

WHEREAS, Stock & Associates Consulting Engineering, on behalf of Pulte Homes of St. Louis, LLC., has submitted for review and approval a Record Plat for Bur Oaks; and,

WHEREAS, the purpose of said Record Plat is to subdivide a 21.88 acre tract of land into thirty-five (35) residential lots; and,

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

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

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

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

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

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

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

Passed and approved this _____ day of _____, 2016.

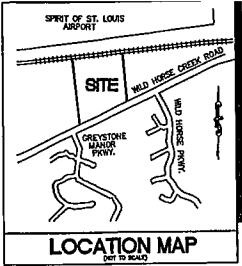
MAYOR

ATTEST:

CITY CLERK

BUR OAKS SUBDIVISION

A TRACT OF LAND BEING LOT A OF THE BOUNDARY ADJUSTMENT PLAT OF PART OF LOT 1 OF MARY SCHAEFFER ESTATES SUBDIVISION, AS RECORDED IN PLAT BOOK 17, PAGE 4 OF THE ST. LOUIS COUNTY RECORDS AND PART OF SHARE 6 OF THE PARTITION OF THE ESTATE OF MISSOURI A. STEVENS, ALSO BEING A PART OF LOT 24 OF R.H. STEVENS FARM SUBDIVISION AS RECORDED IN PLAT BOOK 363, PAGE 218 LOCATED IN U.S. SURVEY 122, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



227 Chesterfield Business Center
St. Louis, MO 63005
314-580-1234 FAX 314-580-1235
www.stockandassociates.com

STOCK & ASSOCIATES
Consulting Engineers, Inc.

OWNER CERTIFICATE

We, the undersigned, owners of the tract of land herein platted and further described in the foregoing surveyors' certificate have caused the same to be surveyed and sub-divided in the manner shown on this plat, which subdivision shall hereafter be known as:

"BUR OAKS SUBDIVISION"

Silver Buck Lane (40' wide) as shown hatched  hereon along with its roundings and cut de sac, as shown on this plat is hereby dedicated to the City of Chesterfield for public use forever.

All Utility Easements and the 5' Wide Sidewalk, Maintenance, Utility and Road Widening Easement, shown on this plat, unless designated for other specific purposes, are hereby dedicated to the City of Chesterfield, Missouri, American Water Company, Ameren UE Company, Laclede Gas Company, AT&T Corporation, Metropolitan St. Louis Sewer District, Charter Communication, their successors and assigns as their interests may appear for the purpose of constructing, maintaining, and repairing of public utilities, sewer or sewers, storm water improvements and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair, or replacement of said utilities, sewer or sewers, storm water improvements and drainage facilities. It is hereby certified that all existing easements are shown on this plat as of the time and date of recording of this plat.

The 5' Wide Sidewalk, Maintenance, Utility and Road Widening Easement, shown on this plat is hereby dedicated to the City of Chesterfield for public use forever.

Private Storm Water Easements (PSWE) as shown on this plat, is hereby given, granted, extended and conveyed to the Trustees of the aforementioned subdivision for exclusive right to build and maintain stormwater detention basins and sewers including stormwater improvements and to use such additional space adjacent to the easement so granted as may be required for working room during the construction, reconstruction, maintenance, or repair of the aforementioned stormwater detention basins and sewers, including stormwater improvements, and may assign their rights in this easement to the state, county, city or other political subdivision of the state. The easement hereby granted shall be perpetual, and further shall run with the real estate.

BMP Reserve areas as shown on this plat is for the stormwater management features, also known as BMPs (Best Management Practices). The BMP Reserved areas hereby established are irrevocable and shall continue forever, subject to a "Maintenance Agreement" dated 7th day of July, 2015, as recorded in the Recorder of Deeds Book 21808, Page 3572, or as amended thereafter.

The Pump Station Easement as shown hereon is hereby dedicated to the Metropolitan St. Louis Sewer District to build and maintain a lift and/or pump station, sewer or sewers, including stormwater improvements, ingress and egress, roadway, appurtenances, fencing, gates and necessary service and/or utility lines, on the strip or strips of ground as shown hereon, and the use of additional space adjacent to the easement so granted as may be required for working room during the construction, reconstruction, maintenance, or repair of the aforementioned lift and/or pump station, sewer or sewers, including stormwater improvements, ingress and egress, roadway, appurtenances, fencing, gates, and necessary service and/or utility lines, and may assign its rights in this easement to the State, County, City or other political subdivision of the State. The easement hereby granted is irrevocable and shall continue forever.

The areas shown as Common Ground on this plat, have been conveyed to the Homeowners Association of this Subdivision by General Warranty deed recorded in Book _____, Page _____ of the St. Louis County Recorder's Office.

All common ground located within cut-de-sac islands and divided street islands or median strips, are hereby dedicated to the Trustees of the aforementioned subdivision for landscape maintenance. However, no above ground structure, other than required street lights or other public utilities in accordance with the approved improvement plans may be constructed or installed within the cut-de-sac islands, divided street island, or median strip, without authorization by the City of Chesterfield Department of Public Services through the issuance of a Special Use Permit.

Building lines as shown on this plat are hereby established.

It is hereby certified that all existing easements are shown on this plat as of the time and date of recording of this plat.

Permanent and/or semi-permanent monuments, as required to aid in later recovery, shall be set within twelve months of the recording of this subdivision plat. In accordance with 10 CSR 30-2.090 of the Missouri Department of Natural Resources, and 4 CSR 30-16.090 of the Missouri Department of Economic Development. In addition, other survey monuments indicated on this subdivision plat, required by the subdivision ordinance of the City of Chesterfield, Missouri will be set.

IN WITNESS THEREOF, I have hereunto set my hand this _____ day of _____, 20____.

Pulte Homes of St. Louis, L.L.C.
a Nevada limited liability company

By _____

PRINT NAME

PRINT TITLE

STATE OF _____)
COUNTY OF _____) SS.

On this _____ day of _____, 20____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of Pulte Homes of St. Louis, L.L.C., a Nevada limited liability company, and that said instrument was signed and sealed in behalf of said limited liability company, and said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

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

Notary Public

My commission expires: _____

Total Tract Description

A tract of land being part of Lot 1 of the Mary Schaeffer Estate Subdivision, as recorded in Plat Book 17, Page 4 of the St. Louis County Records, and part of Share 6 of the Partition of the Estate of Missouri A. Stevens, also being a part of Lot 24 of R.H. Stevens Farm Subdivision, and located in U.S., Survey 122, Township 45 North, Range 3 East, of the 5th Principal Meridian, St. Louis County, Missouri, and being more particularly described as follows:

Commencing at a point at the Southerly most common corner of a tract of land conveyed to John H. Wilmas by instrument recorded in Deed Book 1151, Page 884 of the St. Louis County Recorder's office, and a tract of land conveyed to Harold H. and Ethel M. Wilmas by instrument recorded in Deed Book 6441, Page 91 of the above said recorder's office, said point also being on the Northerly line of Wild Horse Creek Road, 60 feet wide; thence continuing along said Northerly line South 55 degrees 15 minutes 47 seconds West, (South 55 degrees 55 minutes West, record) 481.15 feet; thence departing said Northerly line the following courses and distances: North 13 degrees 12 minutes 14 seconds West, 5.15 feet; thence North 40 degrees 09 minutes 05 seconds West, 68.35 feet; thence North 37 degrees 11 minutes 51 seconds West, 172.32 feet to a point on a curve to the right having a radius of 413.50 feet; thence along said said curve an arc distance of 209.79 feet, the chord of which bears North 21 degrees 38 minutes 48 seconds West, a chord length of 207.54 feet to a point; thence North 07 degrees 12 minutes 28 seconds West, 268.41 feet; thence North 11 degrees 03 minutes 11 seconds West, 64.81 feet; thence North 11 degrees 40 minutes 19 seconds West, 692.78 feet to a point in the common line of Chicago, Rock Island, and Pacific Railroad, and a tract conveyed to Ethel M. Wilmas by instrument recorded in Deed Book 11773, Page 1847 of the above said recorder's office; thence along above said common line North 74 degrees 47 minutes 19 seconds East, 777.38 feet to the Northerly most common corner of above said Ethel M. Wilmas tract, and a tract of land conveyed to Ralph D. and Cynthia A. Saverson by instrument recorded in Deed Book 8333, Page 1621 of said recorder's office; thence departing said said Southeasterly line and along the Southwesterly line of said Saverson tract South 12 degrees 38 minutes 00 seconds East, 783.00 feet to the common corner of above said Ethel M. Wilmas tract, a tract of land conveyed to St. Louis County Water Company per instrument recorded in Deed Book 10592, Page 1705 of said recorder's office, and a tract of land conveyed to Emil R. and Lovella J. Tomsch by instrument recorded in Deed Book 7200, Page 2445 of said recorder's office; thence along the Northwesterly line of above said Tomsch tract and the Northwesterly line of above said John H. Wilmas tract South 55 degrees 15 minutes 47 seconds West, (South 55 degrees 15 minutes West record) 250.85 feet to the Northwestern corner of a tract of land described in a deed to John and Marie Wilmas as recorded in Deed Book 12756, Page 2437; thence along the Western line of said tract South 12 degrees 38 minutes 00 seconds East, 134.45 feet; thence departing said line the following courses and distances: South 59 degrees 10 minutes 34 seconds West, 31.56 feet; South 12 degrees 38 minutes 00 seconds East, 15.28 feet and South 30 degrees 00 minutes 01 seconds East, 100.32 feet to the aforesaid Western line of the John and Marie Wilmas tract; thence along said line, South 12 degrees 38 minutes 00 seconds East, 172.34 feet to the Point of Beginning and containing 852,858 square feet or 21.877 acres, more or less, according to calculations performed by Stock and Associates Consulting Engineers, Inc. on February 9, 2015.

STATEMENT OF STATE PLANE COORDINATE TYPE:

STATION: SL-38
GRID FACTOR = 0.99991748
NORTH (Y) = 314628.240
EAST (X) = 239963.055

NOTE: 1 METER = 3.28083333 FEET
ALL STATE PLANE COORDINATES ARE IN METERS.

STATION: SL-38 ADJUSTED IN 2011

Station SL-38 to SL-38A grid Azimuth = 268 Degrees 49 Minutes 04 Seconds

The Missouri Coordinate System of 1983 East Zone Coordinate Values reported hereon were determined based upon a field traverse using Trimble GPS receivers and total stations, and that in my professional opinion, as a land surveyor registered in the State of Missouri, the reported State Plane Coordinates meet the current Missouri Minimum Standards for Property Boundary Surveys (20 CSR 2030-16). The basis of bearings shown on this plat were adopted from Book 15281, Page 574. The grid bearing along the North line on this plat is found to be North 75 degrees 10 minutes 41 seconds East. The measured bearing labeled along the same line is North 74 degrees 47 minutes 19 seconds East, 777.38 feet. The grid bearing from SL-38 to the most Northeast corner on this plat is South 58 degrees 59 minutes 42 seconds East 2344.465 meters with the scale factor applied.

GENERAL NOTES:

1) Stock and Associates Consulting Engineers, Inc. used exclusively First American Title Insurance Company, Commitment No. MO-054528, with an effective date of January 29, 2014 at 12:00 a.m. for research of easements and encumbrances. No further research was performed by Stock and Associates Consulting Engineers, Inc.

2) The subject property is Zoned "E-12AC" Estate District with a "W" Wild Horse Creek Road overlay district Ord. 2831.

E 12AC Minimum yard requirements; general.

(a) Front yard, 25' from internal street right-of-way

(b) Side: 15 feet except that lots developed with side entry garages shall have a minimum of 8 feet, 30-foot setback between structures shall be maintained.

3.) Subject property lies within Flood Zone "X" (areas determined to be outside the 500-year flood) according to the National Flood Insurance Rate Map Number 29189C0145K with an Effective Date of February 4, 2015.

4) The basis of bearings for this plat is the Boundary Adjustment Plat recorded in Plat Book 363, Page 218 of the St. Louis County, Missouri Recorder's Office.

5) Subject property is approximately 2,000 feet from the Spirit of St. Louis Airport Runway 29L and therefore aircraft noise will be noticeable at the site on a daily basis.

6) There are 20 permanent monuments and 118 semi permanent monuments to be set with this plat.

7) Silver Buck Lane is subject to a parking restriction which restricts parking to one side of the street as shown on this plat.

This is to certify that "Bur Oaks Subdivision" was approved by the City Council for the City of Chesterfield by Ordinance No. _____ on the _____ day of _____, 20____, and thereby authorizes the recording of this RECORD PLAT with the office of the St. Louis County Recorder of Deeds

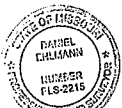
Bob Nelson, Mayor

Vickie Hass, City Clerk

RECORD PLAT OF

BUR OAKS SUBDIVISION

17751 WILD HORSE CREEK ROAD
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



D. E. Gorman
DANIEL E. GORMAN, P.L.S.
U.S. P.L.S. # 2215
CERTIFICATE OF AUTHORITY
LC 222-0

REVISIONS:

1 09/28/2015
2 10/27/2015
3 10/28/2015

SURVEYOR'S CERTIFICATION

This is to certify that Stock and Associates Consulting Engineers, Inc. have, during December, 2014, by order of and for the use of Pulte Homes of St. Louis, L.L.C., executed a Property Boundary Survey and Record Plat of Lot A of a Boundary Adjustment Plat as recorded in Plat Book 363, Page 218, Located in U.S. Survey 122, Township 45 North, Range 3 East of the Fifth Principal Meridian, City of Webster, St. Louis County, Missouri and that the results of said survey and Record Plat are shown hereon. We further certify that the above plat was prepared from an actual survey, according to the records available and recorded, and said survey meets or exceeds the current minimum standards for Property Boundary Surveys for "Class Urban Property" as defined in Chapter 16, Division 2030 Missouri Minimum Standards for Property Boundary Surveys as adopted by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors, and Landscape Architects.

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.
LC NO. 222-0

By *D. E. Gorman*
Daniel E. Gorman, Missouri P.L.S. No. 2215

PREPARED FOR

PULTE HOMES OF ST. LOUIS
17107 CHESTERFIELD AIRPORT ROAD, STE 120
CHESTERFIELD, MO. 63005
PHONE: (636) 537-7164

RECEIVED
City of Chesterfield

JAN - 5 2016

Department of Public Services

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
Pulte Homes of St. Louis LLC

, herein called DEVELOPER,

, herein called ~~ESCROW~~

~~HOLDER (strike through this party if cash deposited with City)~~, and the City of Chesterfield,

Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Bur Oaks Subdivision

in accordance with

Ordinance No. 2831, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of construction, installation and completion of said
improvements, all in accordance with the provisions of said governing ordinance and
Subdivision Regulations, as amended, will be in the sum of
Two million four thousand five hundred and thirty three

DOLLARS

(\$ 2,004,533), lawful money of the United States of America; and

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

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

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

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of Two million four thousand five hundred and thirty three, DOLLARS (\$ 2,004,533) lawful money of the United States of America by: (check one)



Depositing cash with the City.



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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

seals the 4th day of January, 20 16.

ATTEST: (SEAL)

DEVELOPER: Pulte Homes of St. Louis LLC

Danitra M. Smith
Type Name: Pattina Hart, Jr.
Title: Asst. Project Manager
NEVADA, LLC

BY:

Calvin McBoyz
Type Name:
Title:

Firm Address:

16305 Swingley Ridge Rd. Ste. 350
Chesterfield, Mo 63017

ATTEST: (SEAL)

ESCROW HOLDER:

Type Name:
Title:

BY:

Type Name:
Title:

Firm Address:

CITY OF CHESTERFIELD, MISSOURI

BY

Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

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

LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 4th day of JANUARY, 2016, before me appeared Andrew M. Bodary (name) to me personally known, who, being by me duly sworn, did say that he/she is the Andrew M. Bodary VP of Finance (title or Executing Official) of VP of Finance Pull the Home of St Louis LLC a ~~Missouri~~ Nevada Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its Area President, (President or title of chief officer), Andrew M. Bodary (name) as VP of Finance (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 4th day of JANUARY, 2016.


Notary Public KOLEEN JAMESON

My Commission Expires: 4-19-2017

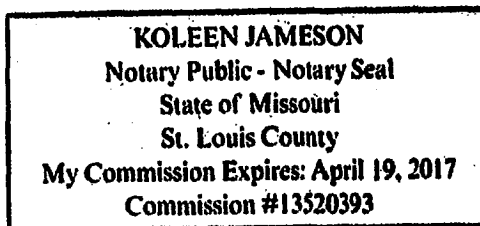


EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: Bur Oaks
 PLAT: N/A
 SUBDIVISION CODE: 323
 NO. LOTS: 35
 DATE OF PLAT APPROVAL: TBD

DEVELOPER:
 Pulte Homes

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS			\$239,318.19	\$0.00 \$0.00 \$0.00	0	\$239,318.19	100
SIDEWALKS			\$146,869.53	\$0.00 \$0.00 \$0.00	0	\$146,869.53	100
STORM SEWER Original escrow established at 90% of cost			\$222,668.23	\$0.00 \$0.00 \$0.00	0	\$222,668.23	100
SAN. SEWER Original escrow established at 90% of cost			\$401,018.71	\$0.00 \$0.00	0	\$401,018.71	100
DETENTION			\$111,770.56	\$0.00 \$0.00 \$0.00	0	\$111,770.56	100
GRADING			\$263,125.50	\$0.00 \$0.00 \$0.00	0	\$263,125.50	100
EROSION CONTROL			\$52,261.00	\$0.00 \$0.00 \$0.00	0	\$52,261.00	100
SILTAT'N CONTROL			\$62,865.77	\$0.00 \$0.00 \$0.00	0	\$62,865.77	100
MONUMENTS			\$32,692.00	\$0.00 \$0.00	0	\$32,692.00	100
STREET LIGHTS			\$1,188.00	\$0.00 \$0.00	0	\$1,188.00	100
STREET SIGNS			\$4,059.00	\$0.00 \$0.00	0	\$4,059.00	100
WATER MAINS			\$279,767.40	\$0.00 \$0.00	0	\$279,767.40	100
COMMON GR. SEED			\$22,709.24	\$0.00 \$0.00	0	\$22,709.24	100
ISLAND SODDING			\$1,960.20	\$0.00	0	\$1,960.20	100
EMERGENCY ACCESS			\$34,912.08	\$0.00 \$0.00	0	\$34,912.08	100
TRM			\$26,035.19	\$0.00 \$0.00	0	\$26,035.19	100
BARRICADES/EOP SIGNS			\$811.80	\$0.00 \$0.00	0	\$811.80	100
AMENITIES			\$100,500.40	\$0.00 \$0.00	0	\$100,500.40	100
TOTALS			\$2,004,532.77	\$0.00	0	\$2,004,532.77	100

RECEIVED
City of Chesterfield

JAN - 5 2016

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

Department of Public Services

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
Pulte Homes of St.Louis LLC

, herein called DEVELOPER,

~~herein called CREDIT~~

~~HOLDER (strike through this party if cash deposited with City),~~ and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Bur Oaks
in accordance with
Ordinance No. 2831, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of maintenance of the required improvements, based on
the cost of construction of said improvements, all in accordance with the provisions of said
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
of Two hundred and seven thousand three hundred and seventy seven DOLLARS
(\$ 207, 377), lawful money of the United States of America; and

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

Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

seals the 4th day of JANUARY, 20 16 A.D.

ATTEST: (SEAL) **LIABILITY COMPANY**

DEVELOPER: Pulte Homes of St. Louis LLC

Patrick Hart Jr.
Type Name: Patrick Hart Jr.
Title: Project Manager

BY: Andrew M. Bodary
Type Name: Andrew M. Bodary
Title: VP FINANCE

Firm Address:

16305 Swindley Ridge Rd, Ste 350
Chesterfield, MO 63017

ATTEST: (SEAL)

CREDIT HOLDER: _____

Name: _____
Title: _____

BY: _____
Name: _____
Title: _____

Firm Address:

CITY OF CHESTERFIELD, MISSOURI

BY _____
Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

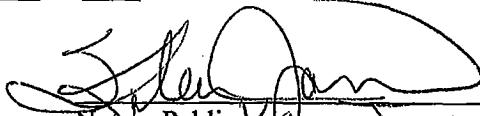
NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

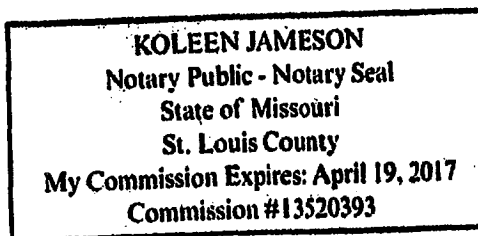
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 4th day of January, 20 16, before me appeared Andrew M. Bodary (name) to me personally known, who, being by me duly sworn, did say that he/she is the Andrew M. Bodary VP of Finance (title or Executing Official) of VP of Finance Pulte Homes of St. Louis LLC a Nevada Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its Area President, (President or title of chief officer), Andrew M. Bodary (name) as VP of Finance (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 4th day of January, 20 16.


Notary Public KOLEEN JAMESON

My Commission Expires: 4-19-2017



MAINTENANCE DEPOSIT

SUBDIVISION: Bur Oaks
PLAT: N/A
SUB CODE: 323
DEVELOPER: Pulte Homes

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

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$23,931.82			\$23,931.82
SIDEWALKS	\$14,686.95			\$14,686.95
STORM SEWER	\$24,738.44			\$24,738.44
SAN. SEWER	\$44,553.18			\$44,553.18
DETENTION	\$11,177.06			\$11,177.06
GRADING	\$26,312.55			\$26,312.55
EROSION CONTROL	\$5,226.10			\$5,226.10
SILTAT'N CONTROL	\$6,286.58			\$6,286.58
MONUMENTS	\$3,269.20			\$3,269.20
STREET LIGHTS	\$118.80			\$118.80
STREET SIGNS	\$405.90			\$405.90
WATER MAINS	\$27,976.74			\$27,976.74
COMMON GR. SEED	\$2,270.92			\$2,270.92
ISLAND SODDING	\$196.02			\$196.02
EMERGENCY ACCESS	\$3,491.21			\$3,491.21
TRM	\$2,603.52			\$2,603.52
BARRICADES/EOP SIGNS	\$81.18			\$81.18
AMENITIES	\$10,050.04			\$10,050.04
TOTALS	\$207,376.20			\$207,376.20

BILL NO. 3068

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF THE RECORD PLAT AND ESCROW AGREEMENTS FOR SCHOETTLER GROVE A 17.0 ACRE TRACT OF LAND ZONED "PUD" PLANNED UNIT DEVELOPMENT, LOCATED NORTHWEST OF THE INTERSECTION OF CLAYTON ROAD AND SCHOETTLER ROAD.

WHEREAS, Stock and Associates, on behalf of WB Properties Schoettler, LLC, has submitted for review and approval the Record Plat for Schoettler Grove, located northwest of the intersection of Clayton Road and Schoettler Road; and,

WHEREAS, the purpose of said Record Plat is to subdivide a 17.0 acre tract of land into thirty-one (31) lots to be known as Schoettler Grove; and,

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

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

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

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

Section 1. The Record Plat for Schoettler Grove, which is made a part hereof and attached hereto as "Exhibit 1" and Escrow Agreements, are hereby approved; provided, however, that nothing in this ordinance shall be construed or interpreted as an acceptance of the public utilities or public easement which are dedicated on the subdivision plat.

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

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

Passed and approved this _____ day of _____, 2016.

MAYOR

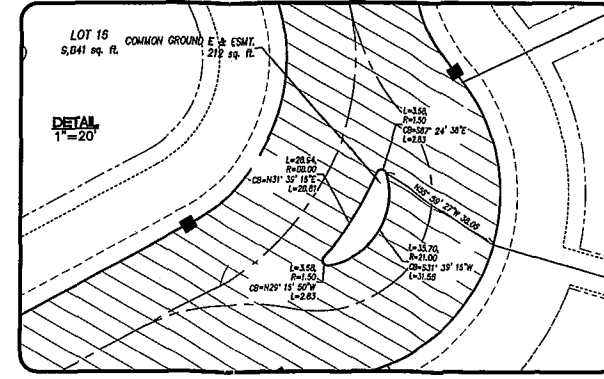
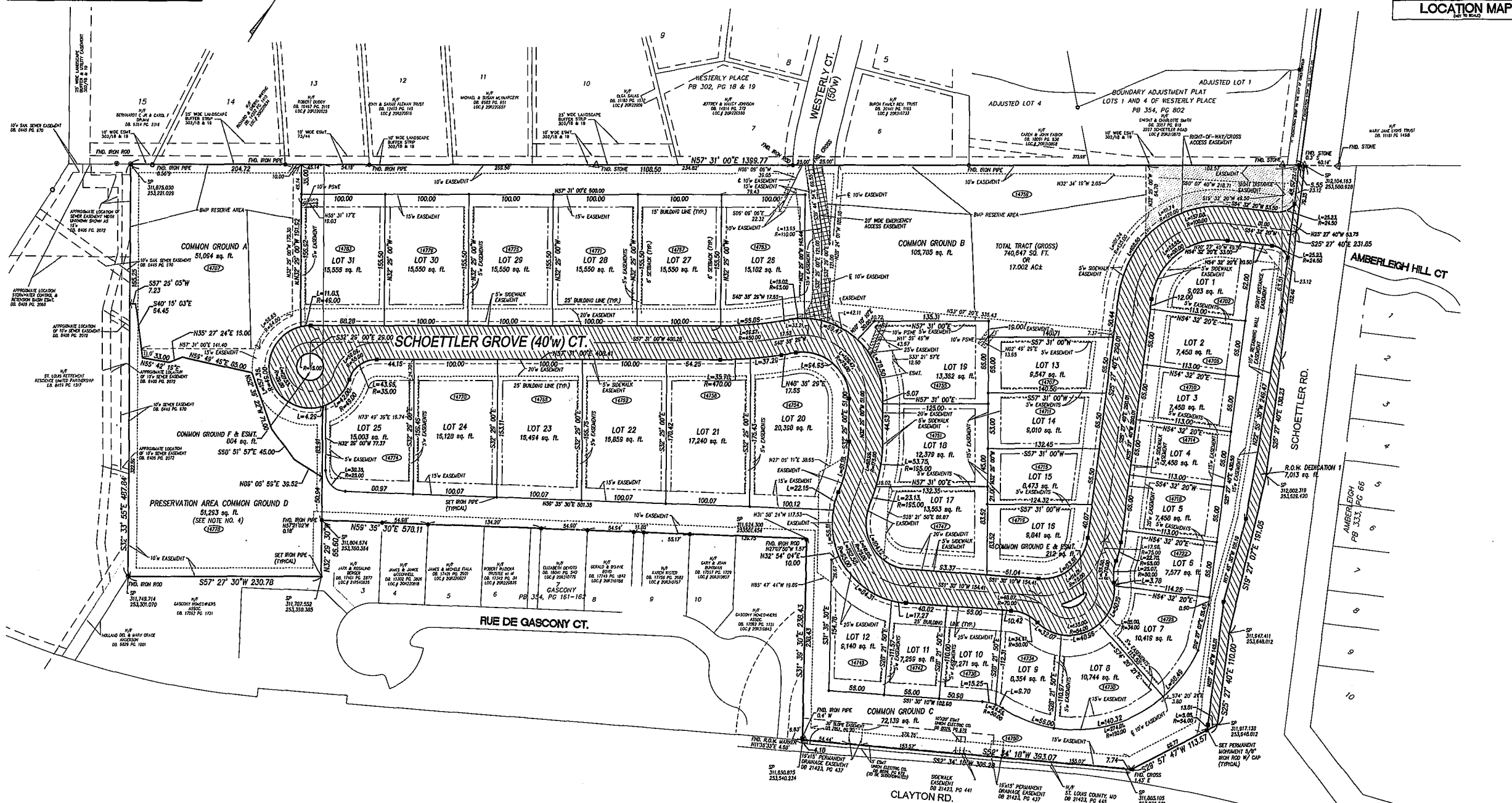
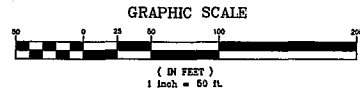
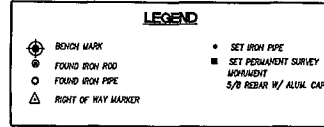
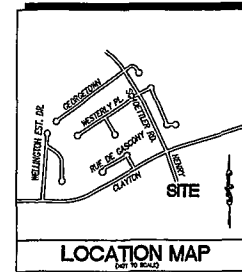
ATTEST:

CITY CLERK

SCHOETTLER GROVE
A TRACT OF LAND BEING PART OF FRACTIONAL SECTION 24
IN TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI
THIS PLAT CONTAINS 740,647 SQ. FT. OR 17.002+/- ACRES

CITY OF CHESTERFIELD

EXHIBIT 1

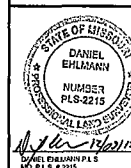


PREPARED BY:

STOCK & ASSOCIATES
Consulting Engineers, Inc.
297 Chesterfield Business Parkway
Chesterfield, MO 63005
TEL: 314.251.1234 FAX: 314.251.1235
e-mail: graham@stockass.com
Web: www.stockass.com

RECORD PLAT

SCHOETTLER GROVE
CLAYTON AND SCHOETTLER ROAD
CHESTERFIELD, MO.



REVISIONS:
1. 09/24/2014 - MSD
2. 09/24/2014 - COUNTY
3. 10/10/2014 - COUNTY
4. 01/15/2015 - CITY
5. 11/15/2015 - CITY
6. 12/09/2015 - CITY

DATE	BY	DATE	BY
01/14	J.K.	01/14	D.M.E.
01/14	J.K.	01/14	J.K.
01/14	J.K.	01/14	J.K.
01/14	J.K.	01/14	J.K.
01/14	J.K.	01/14	J.K.

RECORD PLAT

PREPARED FOR:
WB PROPERTIES, LLC
c/o BRINKMAN CONSTRUCTORS
16550 Chesterfield Grove Road, Suite 100
CHESTERFIELD, MO. 63005
PHONE: (314) 537-8700

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
Benton Homebuilders, Inc.
_____, herein called DEVELOPER,
Business Bank of St. Louis
_____, herein called ESCROW
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Schoettler Grove
_____ in accordance with
Ordinance No. ²⁷⁸⁶_____, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of construction, installation and completion of said
improvements, all in accordance with the provisions of said governing ordinance and
Subdivision Regulations, as amended, will be in the sum of
One Million Three Hundred Sixty-Six Thousand Ten
_____ DOLLARS

(\$ ^{1,366,010.00}_____), lawful money of the United States of America; and

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

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

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

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of One Million Three Hundred Sixty-Six Thousand Ten, DOLLARS (\$ 1,366,010.00) lawful money of the United States of America by: (check one)

☐ Depositing cash with the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

seals the ____ day of _____, 20 ____.

ATTEST: (SEAL)

DEVELOPER: Benton Homebuilders, Inc.

Sally Hentz
Type Name: Sally Hentz
Title: Treasurer

BY: William J. Levinson
Type Name: William J. Levinson
Title: President

Firm Address:
1000 Executive Parkway, Suite 106
Creve Coeur, MO 63141

ATTEST: (SEAL)

ESCROW HOLDER: The Business Bank of St. Louis

Sally Hentz
Type Name: Sally Hentz
Title: Treasurer

BY: Shawn Vickers
Type Name: Shawn Vickers
Title: Vice President - Commercial Lending

Firm Address:
8000 Maryland Ave., Suite 100
Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY _____
Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

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

BANK OFFICIAL'S ACKNOWLEDGMENT

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

On this 19th day of NOVEMBER, 2015, before me appeared SHAWN VICKERS, to me personally known, who, being by me duly sworn, did say that he/she is the VICE PRESIDENT (title) of THE BUSINESS BANK OF ST. LOUIS (name of bank), a MISSOURI CHARTERED BANK (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said VICE PRESIDENT (title) acknowledged said instrument to be the free act and deed of said bank.

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

Brett Hentz
Notary Public

My Commission Expires:

8/17/2018



CORPORATE EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 19th day of November, 2015, before me appeared
William Levinson, to me personally known, who, being by me duly
sworn, did say that he/she is the President (title) of
Benton Homebuilders, Inc. (name of corporation), a Missouri
Corporation, and that he/she executed the foregoing agreement pursuant to the authority given
him/her by the Board of Directors of the aforesaid corporation, and that said agreement was
signed and sealed by him/her on behalf of the aforesaid corporation by authority of its Board of
Directors, and he/she as President (title of Corporate Executing
Official) of the said corporation, acknowledged said agreement to be the lawful, free act and
deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal,
this 19th day of November, 2015.

Brett Hentz
Notary Public

My Commission Expires:

8/17/2018



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 20____, before me appeared _____ (name) to me personally known, who, being by me duly sworn, did say that he/she is the _____ (title or Executing Official) of _____, a Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its _____, (President or title of chief officer), _____ (name) as _____ (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this _____ day of _____, 20____.

Notary Public

My Commission Expires:

EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: Schoettler Grove
PLAT: n/a
SUBDIVISION CODE: 322
NO. LOTS: 31
DATE OF PLAT APPROVAL:

DEVELOPER: WB Properties, LLC

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS			\$279,800.00	\$0.00 \$0.00 \$0.00	0	\$279,800.00	100
SIDEWALKS			\$18,300.00	\$0.00 \$0.00 \$0.00	0	\$18,300.00	100
STORM SEWER Original escrow established at 90% of cost			\$224,800.00	\$0.00 \$0.00 \$0.00	0	\$224,800.00	100
SAN. SEWER Original escrow established at 90% of cost			\$143,600.00	\$0.00 \$0.00	0	\$143,600.00	100
DETENTION			\$17,000.00	\$0.00 \$0.00 \$0.00	0	\$17,000.00	100
GRADING			\$183,000.00	\$0.00 \$0.00 \$0.00	0	\$183,000.00	100
EROSION CONTROL			\$14,100.00	\$0.00 \$0.00 \$0.00	0	\$14,100.00	100
SILTAT'N CONTROL			\$8,100.00	\$0.00 \$0.00 \$0.00	0	\$8,100.00	100
SURVEY MONUMENTS			\$16,600.00	\$0.00 \$0.00	0	\$16,600.00	100
STREET LIGHTS			\$10,200.00	\$0.00 \$0.00	0	\$10,200.00	100
STREET SIGNS			\$810.00	\$0.00 \$0.00	0	\$810.00	100
WATER MAINS			\$192,500.00	\$0.00 \$0.00	0	\$192,500.00	100
COMMON GR. SEED			\$17,500.00	\$0.00 \$0.00	0	\$17,500.00	100

CONSTRUCTION DEPOSIT**SUBDIVISION: Schoettler Grove**
PLAT: n/a**DEVELOPER: WB Properties, LLC**

ISLAND SODDING	\$1,300.00	\$0.00 \$0.00	0	\$1,300.00	100
RETAINING WALL	\$156,200.00	\$0.00 \$0.00	0	\$156,200.00	100
FENCE	\$55,200.00	\$0.00 \$0.00	0	\$55,200.00	100
EMERGENCY ACCESS	\$27,000.00	\$0.00 \$0.00	0	\$27,000.00	100
TOTALS	\$1,366,010.00	\$0.00	0	\$1,366,010.00	100

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
Benton Homebuilders, Inc.
_____, herein called DEVELOPER,
Business Bank of St. Louis
_____, herein called CREDIT
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Schoettler Grove
_____ in accordance with
Ordinance No. 2786, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of maintenance of the required improvements, based on
the cost of construction of said improvements, all in accordance with the provisions of said
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
of One Hundred Forty Thousand, Six Hundred Eighty-Nine DOLLARS
(\$ 140,689.00), lawful money of the United States of America; and

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

Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding subdivision improvements, including, but not limited to; lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm drainage facilities, in Schoettler Grove _____ Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

seals the ____ day of _____, 20____ A.D.

ATTEST: (SEAL)

DEVELOPER: Benton Homebuilders, Inc.

Sally Hertz
Type Name: Sally Hertz
Title: TREASURER

BY: William J. Levinson
Type Name: William J. Levinson
Title: President

Firm Address:
1000 Executive Parkway, Suite 106
Creve Coeur, MO 63141

ATTEST: (SEAL)

CREDIT HOLDER: The Business Bank of St. Louis

Sally Hertz
Name: Sally Hertz
Title: TREASURER

BY: Shawn Vickers
Name: Shawn Vickers
Title: Vice President - Commercial Lending

Firm Address:
8000 Maryland Ave., Suite 100
Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY _____
Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

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

BANK OFFICIAL'S ACKNOWLEDGMENT

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

On this 19th day of NOVEMBER, 2015, before me appeared
SHAWN VICKERS, to me personally known, who, being by me duly
sworn, did say that he/she is the VICE PRESIDENT (title) of
THE BUSINESS BANK OF ST. LOUIS (name of bank), a
MISSOURI CHARTERED BANK (corporation, etc.) organized and existing under the laws of the
United States of America, and that the seal affixed to the foregoing instrument is the Corporate
Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by
authority of its Board of Directors, and said VICE PRESIDENT (title)
acknowledged said instrument to be the free act and deed of said bank.

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

Brett Hentz
Notary Public

My Commission Expires:

8/17/2018



CORPORATE EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 19th day of November, 2015, before me appeared William Levinson, to me personally known, who, being by me duly sworn, did say that he/she is the President (title) of Benton Homebuilders, Inc. (name of corporation), a Missouri Corporation, and that he/she executed the foregoing agreement pursuant to the authority given him/her by the Board of Directors of the aforesaid corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid corporation by authority of its Board of Directors, and he/she as President (title of Corporate Executing Official) of the said corporation, acknowledged said agreement to be the lawful, free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 19th day of November, 2015.

Brett Hentz
Notary Public

My Commission Expires:

8/17/2018



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 20____, before me appeared _____ (name) to me personally known, who, being by me duly sworn, did say that he/she is the _____ (title or Executing Official) of _____, a Missouri Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its _____, (President or title of chief officer), _____ (name) as _____ (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this _____ day of _____, 20____.

Notary Public

My Commission Expires:

MAINTENANCE DEPOSIT

SUBDIVISION: Schoettler Grove
PLAT: n/a
SUB CODE: 322
DEVELOPER: WB Properties, LLC

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

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$27,980.00			\$27,980.00
SIDEWALKS	\$1,830.00			\$1,830.00
STORM SEWER	\$24,975.00			\$24,975.00
SAN. SEWER	\$15,953.00			\$15,953.00
DETENTION	\$1,700.00			\$1,700.00
GRADING	\$18,300.00			\$18,300.00
EROSION CONTROL	\$1,410.00			\$1,410.00
SILTAT'N CONTROL	\$810.00			\$810.00
MONUMENTS	\$1,660.00			\$1,660.00
STREET LIGHTS	\$1,020.00			\$1,020.00
STREET SIGNS	\$81.00			\$81.00
WATER MAINS	\$19,250.00			\$19,250.00
COMMON GR. SEED	\$1,750.00			\$1,750.00
ISLAND SODDING	\$130.00			\$130.00
RETAINING WALL	\$15,620.00			\$15,620.00
FENCE	\$5,520.00			\$5,520.00
EMERGENCY ACCESS	\$2,700.00			\$2,700.00
TOTALS	\$140,689.00		\$0.00	\$140,689.00



NEWSLETTER - CITY COUNCIL MEETING

AGENDA REVIEW – Wednesday, January 20 – 6PM

An AGENDA REVIEW meeting has been scheduled to start at **6pm**, on **Wednesday, January 20, 2016**. Please let me know, ASAP, if you will be unable to attend this meeting.

UPCOMING MEETINGS/EVENTS

Thursday, January 21	Planning & Public Works Committee (5:30pm)
Monday, January 25	F&A Committee (5:30pm)
Monday, January 25	Planning Commission (7pm)
Saturday, January 30	HAPPY BIRTHDAY TO LIBBEY TUCKER, COMMUNITY SERVICES & ECONOMIC DEVELOPMENT DIRECTOR
Monday, February 1	Next City Council meeting (7pm)

PRESENTATIONS

Mayor Nation has confirmed his plan to present PROCLAMATIONS, at Wednesday's City Council meeting, to Ms. Sydnee Stottlemire and Ms. Hayley Michel.....see attached.

If you have any questions, please let me know, prior to Wednesday's meeting

RECOMMENDATION - FINANCE AND ADMINISTRATION (F&A) COMMITTEE

As detailed in the enclosed MINUTES, dated November 2, 2015, the F&A Committee met and voted to recommend APPROVAL of the following, which was given **FIRST READING APPROVAL on January 4, 2016**:

5. **Bill No. 3063** - Authorizes/Directs that an ELECTION be held, on April 5, 2016, to CONTINUE a Motor Vehicle Sales Tax on Out-of-State Vehicle Purchases (**SECOND READING**)

NOTE: Please read the enclosed MEMO, prepared by Finance Director Craig White, along with the MINUTES, from the October 26 meeting of the F&A Committee, during which this item was discussed. If this issue is to be placed on the April 5, 2016 BALLOT, it is critical that the SECOND/FINAL READING take place at the January 20, 2016 City Council meeting.

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

Even though this Committee has not met, since the January 4 City Council meeting, the following items have been placed on Wednesday's City Council AGENDA, for your collective consideration:

- A. Bill No. 3064 - Accepts Arbor Grove Court as a Public Street (SECOND READING)**
- B. Bill No. 3065 - Accepts Spirit Valley East Drive, Spirit Valley Central Drive and Spirit Valley West Drive as Public Streets (SECOND READING)**
- C. Bill No. 3066 - Amends City Ordinances to Establish Parking Restrictions on August Hill Drive (SECOND READING)**
- D. Bill No. 3067 – Approves Record Plat and Escrow Agreements for Bur Oaks (FIRST AND SECOND READINGS)**
- E. Bill No. 3068 – Approves Record Plat and Escrow Agreements for Schoettler Grove (FIRST AND SECOND READINGS)**
- F. Bill No. 3069 – Approves Parking Restriction – Bur Oaks (FIRST READING)**
- G. Next meeting: Thursday, January 21, 2016 (5:30pm)**

If you have any questions, please contact P/PW Committee Chairperson, Councilmember Connie Fults, any other member of this Committee, Director of Public Services Mike Geisel or me, prior to Wednesday's meeting.

LEGISLATION

BILL NO. 3063 - SUBMITS TO THE QUALIFIED VOTERS OF THE CITY OF CHESTERFIELD, MISSOURI, FOR THEIR APPROVAL AT THE GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY ON THE 5TH DAY OF APRIL, 2016, A PROPOSITION TO AUTHORIZE THE CITY TO CONTINUE APPLYING AND COLLECTING THE LOCAL SALES TAX ON THE TITLING OF MOTOR VEHICLES, TRAILERS, BOATS AND OUTBOARD MOTORS THAT WERE PURCHASED FROM A SOURCE OTHER THAN A LICENSED MISSOURI DEALER (SECOND READING; F&A COMMITTEE RECOMMENDS APPROVAL)

BILL NO. 3064 - PERTAINS TO THE ACCEPTANCE OF ARBOR GROVE COURT AS A PUBLIC STREET IN THE CITY OF CHESTERFIELD (SECOND READING; P/PW COMMITTEE RECOMMENDS APPROVAL)

BILL NO. 3065 - PERTAINS TO THE ACCEPTANCE OF SPIRIT VALLEY EAST DRIVE, SPIRIT VALLEY CENTRAL DRIVE AND SPIRIT VALLEY WEST DRIVE AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD (SECOND READING; P/PW COMMITTEE RECOMMENDS APPROVAL)

BILL NO. 3066 - APPENDS SECTION 300, MODEL TRAFFIC ORDINANCE, SCHEDULE IX - PARKING RESTRICTIONS OF THE CHESTERFIELD CITY CODE TO PROHIBIT PARKING ON AUGUST HILL DRIVE, WITHIN THE CITY OF CHESTERFIELD, MISSOURI (SECOND READING; P/PW COMMITTEE RECOMMENDS APPROVAL)

BILL NO. 3069 – AMENDS SCHEDULE IX: PARKING RESTRICTIONS OF SECTION 300 OF THE CODE OF THE CITY OF CHESTERFIELD BY ADDING PROVISIONS THERETO TO RESTRICT PARKING ON SILVER BUCK LANE (**FIRST READING; DEPARTMENT OF PUBLIC SERVICES RECOMMENDS APPROVAL**)

LEGISLATION – PLANNING COMMISSION

BILL NO. 3067 – PROVIDES FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR BUR OAKS, A 21.88 ACRE TRACT OF LAND ZONED “E - ONE-HALF ACRE”, ESTATE DISTRICT, WITH A “WH”, WILD HORSE CREEK ROAD OVERLAY DISTRICT DESIGNATION, LOCATED ON THE NORTH SIDE OF WILD HORSE CREEK ROAD AND EAST OF ITS INTERSECTION WITH SAVONNE COURT (**FIRST AND SECOND READINGS; PLANNING COMMISSION RECOMMENDS APPROVAL**)

BILL NO. 3068 – PROVIDES FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR SCHOETTLER GROVE, A 17.0 ACRE TRACT OF LAND ZONED “PUD”, PLANNED UNIT DEVELOPMENT, LOCATED NORTHWEST OF THE INTERSECTION OF CLAYTON ROAD AND SCHOETTLER ROAD (**FIRST AND SECOND READING; PLANNING COMMISSION RECOMMENDS APPROVAL**)