



**AGENDA REVIEW MEETING  
CHESTERFIELD CITY COUNCIL  
VIRTUAL MEETING VIA ZOOM  
TUESDAY, JANUARY 19, 2021  
5:45PM**

**<https://zoom.us/j/93034269741>**

**(312) 626 6799**

**Webinar ID: 930 3426 9741**

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

- A. Bill No. 3327 - P.Z. 08-2020 Straub Lane Estates (14685 Clayton Road)**  
– An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the “NU” Non-Urban District to the “R-2” Residence District for a 0.90-acre tract of land located at 14685 Clayton Road, northwest of the intersection of Clayton Road and Straub Road (P.Z. 08-2020 {Sudha} 21R441513) **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval**
- B. Bill No. 3329 – Burkhardt Place Easements and Maintenance Agreement** - An ordinance vacating two existing easements, dedicating two replacement easements, and authorizing the City of Chesterfield to enter into and execute a BMP Maintenance Agreement and easements in connection with construction of Burkhardt Place as part of a certain development project in the city **(First Reading) Planning & Public Works Committee recommends approval**
- C. Bill No. 3330 – Monarch-Chesterfield Levee Trail Easement – 16703A N. Outer Road** - An ordinance of the City of Chesterfield, Missouri (the “City”) authorizing condemnation of certain interests in real property located in the City for the purpose of constructing Phase VI of the Monarch-Chesterfield Levee Trail extending the existing trail **(First Reading) Planning & Public Works Committee recommends approval**
- D. Bill No. 3331 – Monarch-Chesterfield Levee Trail Easement – 16703 N. Outer Road** - An ordinance of the City of Chesterfield, Missouri (the “City”) authorizing condemnation of certain interests in real property located in the City for the purpose of constructing Phase VI of the Monarch-Chesterfield Levee Trail extending the existing trail **(First Reading) Planning & Public Works Committee recommends approval**

- E. Bill No. 3332 – Monarch-Chesterfield Levee Trail Easement – 16801 N. Outer Road** - An ordinance of the City of Chesterfield, Missouri (the “City”) authorizing condemnation of certain interests in real property located in the City for the purpose of constructing Phase VI of the Monarch-Chesterfield Levee Trail extending the existing trail **(First Reading) Planning & Public Works Committee recommends approval**
- F. Bill No. 3333 – Monarch-Chesterfield Levee Trail Easement – 16801 N. Outer Road Unit A** - An ordinance of the City of Chesterfield, Missouri (the “City”) authorizing condemnation of certain interests in real property located in the City for the purpose of constructing Phase VI of the Monarch-Chesterfield Levee Trail extending the existing trail **(First Reading) Planning & Public Works Committee recommends approval**
- G. Bill No. 3334 – Monarch-Chesterfield Levee Trail Easement – 16827 N. Outer 40 Road** - An ordinance of the City of Chesterfield, Missouri (the “City”) authorizing condemnation of certain interests in real property located in the City for the purpose of constructing Phase VI of the Monarch-Chesterfield Levee Trail extending the existing trail **(First Reading) Planning & Public Works Committee recommends approval**
- H. Solid Waste Agreement** - Recommendation to authorize the City Administrator to execute the Municipal Materials Management Agreement with Republic Services for a period of five years **(Roll Call Vote) Planning & Public Works Committee recommends approval**
- I. Next Meeting – January 21, 2021 (5:30pm)**

**II. Finance and Administration Committee** – Chairperson Barb McGuinness, Ward I

**III. Parks, Recreation and Arts Committee** – Chairperson Michelle Ohley, Ward IV

**IV. Public Health and Safety Committee** – Chairperson Ben Keathley, Ward II

**V. Report from the City Administrator & Other Items Requiring Action by City Council** – Mike Geisel

## **VI. Other Legislation**

## **VII. Unfinished Business** – Mayor Bob Nation

## **VIII. New Business** – Mayor Bob Nation

## **IX. Adjournment**

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

**Notice** *is hereby given that the City Council may also hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: legal actions, causes of action, litigation or privileged communications between the City's representatives and its attorneys (RSMo 610.021(1) 1994; lease, purchase or sale of real estate (RSMo 610.021(2) 1994; hiring, firing, disciplining or promoting employees with employee groups (RSMo 610.021(3)1994; Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups (RSMo 610.021(9) 1994; and/or bidding specification (RSMo 610.021(11) 1994.*



**AGENDA  
CITY COUNCIL MEETING  
VIRTUAL MEETING VIA ZOOM  
TUESDAY, JANUARY 19, 2021  
7:00PM**

**<https://zoom.us/j/97070572582>**

**(312) 626 6799**

**Webinar ID: 970 7057 2582**

- 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 McGownd
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
  - A. City Council Meeting Minutes** – January 4, 2021
  - B. Executive Session Minutes** – January 4, 2021
- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
  - A. Thursday, January 21, 2021 – Planning & Public Works (5:30 pm)**
  - B. Monday, January 25, 2021 – Planning Commission (7 pm)**
  - C. Monday, February 1, 2021 – City Council (7 pm)**
- VII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
- VIII. APPOINTMENTS** – Mayor Bob Nation



## **IX. COUNCIL COMMITTEE REPORTS**

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

- 1. Bill No. 3327 - P.Z. 08-2020 Straub Lane Estates (14685 Clayton Road) –**  
An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the “NU” Non-Urban District to the “R-2” Residence District for a 0.90-acre tract of land located at 14685 Clayton Road, northwest of the intersection of Clayton Road and Straub Road (P.Z. 08-2020 {Sudha} 21R441513) **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval**
- 2. Bill No. 3329 – Burkhardt Place Easements and Maintenance Agreement**  
- An ordinance vacating two existing easements, dedicating two replacement easements, and authorizing the City of Chesterfield to enter into and execute a BMP Maintenance Agreement and easements in connection with construction of Burkhardt Place as part of a certain development project in the city **(First Reading) Planning & Public Works Committee recommends approval**
- 3. Bill No. 3330 – Monarch-Chesterfield Levee Trail Easement – 16703A N. Outer Road** - An ordinance of the City of Chesterfield, Missouri (the “City”) authorizing condemnation of certain interests in real property located in the City for the purpose of constructing Phase VI of the Monarch-Chesterfield Levee Trail extending the existing trail **(First Reading) Planning & Public Works Committee recommends approval**
- 4. Bill No. 3331 – Monarch-Chesterfield Levee Trail Easement – 16703 N. Outer Road** - An ordinance of the City of Chesterfield, Missouri (the “City”) authorizing condemnation of certain interests in real property located in the City for the purpose of constructing Phase VI of the Monarch-Chesterfield Levee Trail extending the existing trail **(First Reading) Planning & Public Works Committee recommends approval**
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- 6. Bill No. 3333 – Monarch-Chesterfield Levee Trail Easement – 16801 N. Outer Road Unit A** - An ordinance of the City of Chesterfield, Missouri (the “City”) authorizing condemnation of certain interests in real property located in the City for the purpose of constructing Phase VI of the Monarch-Chesterfield Levee Trail extending the existing trail **(First Reading) Planning & Public Works Committee recommends approval**

**7. Bill No. 3334 – Monarch-Chesterfield Levee Trail Easement – 16827 N. Outer 40 Road** - An ordinance of the City of Chesterfield, Missouri (the “City”) authorizing condemnation of certain interests in real property located in the City for the purpose of constructing Phase VI of the Monarch-Chesterfield Levee Trail extending the existing trail **(First Reading) Planning & Public Works Committee recommends approval**

**8. Solid Waste Agreement** - Recommendation to authorize the City Administrator to execute the Municipal Materials Management Agreement with Republic Services for a period of five years **(Roll Call Vote) Planning & Public Works Committee recommends approval**

**9. Next Meeting – January 21, 2021 (5:30pm)**

**B. Finance and Administration Committee** – Chairperson Barb McGuinness, Ward I

**C. Parks, Recreation and Arts Committee** – Chairperson Michelle Ohley, Ward IV

**D. Public Health and Safety Committee** – Chairperson Ben Keathley, Ward II

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

**XI. OTHER LEGISLATION**

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

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

**XIV. ADJOURNMENT**

***Public comment will be available to users logging in online. Public comment will also be available to users calling in to the meeting; however, you must call (636) 537-6716 no later than 5:00 p.m. on the day of the meeting to inform the City Clerk of the telephone number you will be calling in from.***

***Members of the public may also submit comments for this meeting by calling (636) 537-6716 and leaving a message or by emailing [vmcgownd@chesterfield.mo.us](mailto:vmcgownd@chesterfield.mo.us) no later than 5:00 p.m. on the day of the meeting. Comments left over voicemail and emailed in will be read at the meeting.***

## **AGENDA REVIEW – TUESDAY 1/19/2021 – 5:45 PM**

An AGENDA REVIEW meeting has been scheduled to start at **5:45 PM, on Tuesday, January 19, 2021.**

**Please note:**

**There are three separate meetings, each of which will require a separate login and each will have distinct, different login invitations.** This is necessary in order to provide full and complete transparency for all meetings.

We will have to initially log in to our Work Session meeting at 5:45 p.m. After conducting the routine work session per our normal processes, we will close that meeting and move into an Executive Session (closed session). Finally, we will then log into our regular meeting prior to 7 PM. These meetings generally allow users to log in up to 15 minutes prior to the actual meeting.

Please let me know, ASAP, if you will be unable to attend this meeting.

City of Chesterfield  
Excess Checks (=> \$5,000)  
December 2020

| DATE       | CHECK # | VENDOR                                        | DESCRIPTION                                                                                                                                                                                                                                                                       | CHECK AMT              | FUND    |
|------------|---------|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------|
| 12/3/2020  | 46368   | CAPRI POOLS, LLC                              | WINTERIZE POOL PLUMBING LINES                                                                                                                                                                                                                                                     | \$ 5,806.61            | 119     |
| 12/10/2020 | 46410   | SITE ONE LANDSCAPE SUPPLY, LLC                | HERBICIDE, PVC PIPE BELL END(600), READY FIELD INFIELD BASEBALL MIX, RORO TVAN<br>NOZZLE & PVC CEMENT, SCH 40 PVC REDUCER BUSHING FLUSH STYLE SPIGOT, ADAPTER, RAIN<br>BIR, SNAP-TAP 1 IN X 1/2 IN SADDLE W/90 DEGREE ELBOW KING, BLUE POLY PIPE 1 IN X 300 FT<br>NSF 4710 100 LB | 6,783.49               | 119     |
| 12/18/2020 | 46430   | CREWSER ENTERTAINMENT & PROMOTIONS LLC        | DEPOSIT TRACY BIRD                                                                                                                                                                                                                                                                | 8,750.00               | 119     |
| 12/18/2020 | 46432   | LUCERO LLC                                    | DEPOSIT - PRODUCER (LUCERO)                                                                                                                                                                                                                                                       | 7,500.00               | 119     |
| 12/31/2020 | 46459   | DYNAMIC DISTRIBUTIONS                         | DISC GOLF BASKETS, FLAG AND SIGNS                                                                                                                                                                                                                                                 | 6,010.00               | 119     |
| 12/3/2020  | 62389   | COMPASS MINERALS AMERICA INC                  | SALT CO-OP                                                                                                                                                                                                                                                                        | 148,475.82             | 001     |
| 12/3/2020  | 62413   | THE GRAVILLE LAW FIRM, LLC                    | AUG 2020 PROFESSIONAL SERVICES                                                                                                                                                                                                                                                    | 17,997.85              | 001     |
| 12/3/2020  | 62424   | GENERAL CODE LLC                              | CODE SUPPLEMENT                                                                                                                                                                                                                                                                   | 7,690.48               | 001     |
| 12/10/2020 | 62428   | AMCON MUNICIPAL CONCRETE, LLC                 | 2020 SIDEWALK REPLACEMENT-B                                                                                                                                                                                                                                                       | 12,456.25              | 120     |
| 12/10/2020 | 62439   | DAIKIN TAYCON LLC                             | UPGRADE & EXPANSION OF BLDG AUTOMATION SYSTEM                                                                                                                                                                                                                                     | 6,531.52               | 120     |
| 12/10/2020 | 62440   | DELTA DENTAL OF MISSOURI                      | DEC 2020 DENTAL INSURANCE-LOW & HIGH                                                                                                                                                                                                                                              | 12,623.77              | 001     |
| 12/10/2020 | 62443   | ENERGY PETROLEUM CO.                          | NL PLUS 89 OCT RFG                                                                                                                                                                                                                                                                | 13,064.38              | 001     |
| 12/10/2020 | 62449   | GERSHENSON CONSTRUCTION                       | SCHOETTLER ROAD IMPROVEMENT PROJECT                                                                                                                                                                                                                                               | 60,154.94              | 120     |
| 12/10/2020 | 62450   | GERSHENSON CONSTRUCTION                       | OLD CHESTERFIELD ROAD CULVERT REPLACEMENT                                                                                                                                                                                                                                         | 32,381.64              | 120     |
| 12/10/2020 | 62460   | MISSOURI DIVISION OF EMPLOYMENT SECURITY      | CONTRIBUTIONS/CHARGES DUE                                                                                                                                                                                                                                                         | 17,072.55              | 001     |
| 12/10/2020 | 62466   | ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL | DEC 2020 HEALTH INSURANCE                                                                                                                                                                                                                                                         | 184,746.90             | 001     |
| 12/10/2020 | 62467   | ST. LOUIS AREA INSURANCE TRUST                | WORK COMP/GENERAL-POLICE-AUTO LIABILITY                                                                                                                                                                                                                                           | 280,885.00             | 001     |
| 12/10/2020 | 62474   | TOPE PLUMBING                                 | 6 GLEN COVE-SEWER REPAIR                                                                                                                                                                                                                                                          | 6,493.00               | 110     |
| 12/10/2020 | 62476   | TOPE PLUMBING                                 | 2137 BROOK HILL-SEWER REPAIR                                                                                                                                                                                                                                                      | 6,759.00               | 110     |
| 12/10/2020 | 62477   | TREASURER-ST. LOUIS COUNTY                    | POLICE COMMUNICATIONS NOV 2020                                                                                                                                                                                                                                                    | 16,260.38              | 121     |
| 12/18/2020 | 62489   | CLASSIC INDUSTRIAL SUPPLIES                   | BOMBER JACKETS, RAIN SUITS, 110-CREW NECK SWEATSHIRTS, POCKET T-SHIRTS, HOODED<br>SWEATSHIRTS                                                                                                                                                                                     | 5,836.25               | 001     |
| 12/18/2020 | 62490   | COMPASS MINERALS AMERICA INC                  | SALT CO-OP                                                                                                                                                                                                                                                                        | 150,148.19             | 001     |
| 12/18/2020 | 62495   | GAMMA TREE EXPERTS                            | 2020 STREET TREE REMOVAL                                                                                                                                                                                                                                                          | 20,406.00              | 001     |
| 12/18/2020 | 62529   | TOPE PLUMBING                                 | 2191 WILLOW RIDGE - SEWER REPAIR                                                                                                                                                                                                                                                  | 5,124.00               | 110     |
| 12/18/2020 | 62533   | TREASURER-ST. LOUIS COUNTY                    | POLICE COMMUNICATIONS - DECEMBER 2020                                                                                                                                                                                                                                             | 16,260.38              | 121     |
| 12/18/2020 | 62534   | TYLER TECHNOLOGIES, INC                       | SOFTWARE-SUPPORT & MAINT/EXECU TIME SERVICES                                                                                                                                                                                                                                      | 5,986.77               | 001/121 |
| 12/23/2020 | 62539   | AMEREN MISSOURI                               | 690 CHESTERFIELD PKWY W-0627147004                                                                                                                                                                                                                                                | 7,497.13               | 001     |
| 12/23/2020 | 62555   | GERSHENSON CONSTRUCTION                       | SCHOETTLER ROAD IMPROVEMENT PROJECT                                                                                                                                                                                                                                               | 51,670.50              | 120     |
| 12/23/2020 | 62556   | GERSHENSON CONSTRUCTION                       | OLD CHESTERFIELD ROAD CULVERT REPLACEMENT                                                                                                                                                                                                                                         | 29,370.81              | 120     |
| 12/23/2020 | 62561   | MISSOURI MUNICIPAL LEAGUE                     | ANNUAL MEMBERSHIP DUES                                                                                                                                                                                                                                                            | 5,148.40               | 001     |
| 12/23/2020 | 62562   | PNC BANK                                      | DEC 2020 MONTHLY PNC STATEMENT                                                                                                                                                                                                                                                    | 5,173.05               | 001     |
| 12/23/2020 | 62569   | THE HARTFORD-PRIORITY ACCOUNTS                | DEC 2020 LIFE INSURANCE                                                                                                                                                                                                                                                           | 9,873.29               | 001     |
| 12/31/2020 | 62583   | COMPASS MINERALS AMERICA INC                  | SALT CO-OP                                                                                                                                                                                                                                                                        | 152,525.68             | 001     |
| 12/31/2020 | 62598   | KNAPHEIDE TRUCK EQUIPMENT CENTER              | CAMERAS(2)/CABLE, SALT SPREADER AND BACK-UP CAMERA SYSTEM                                                                                                                                                                                                                         | 9,345.00               | 001     |
| 12/31/2020 | 62615   | THE GRAVILLE LAW FIRM, LLC                    | SEPT & OCT 2020 PROFESSIONAL SERVICES                                                                                                                                                                                                                                             | 53,492.75              | 001     |
|            |         |                                               |                                                                                                                                                                                                                                                                                   | <u>\$ 1,386,301.78</u> |         |

Respectfully submitted by,  
John Hughes, Assistant Finance Director



| <u>Fund Legend</u>   |     |
|----------------------|-----|
| General Fund         | 001 |
| Sewer lateral fund   | 110 |
| Parks                | 119 |
| Capital Improvements | 120 |
| Public Safety        | 121 |
| Trust & Agency       | 808 |



## **RECORD OF PROCEEDING**

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

**JANUARY 4, 2021**

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

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

A roll call was taken with the following results:

#### **PRESENT**

#### **ABSENT**

Mayor Bob Nation  
Councilmember Mary Monachella  
Councilmember Barbara McGuinness  
Councilmember Ben Keathley  
Councilmember Mary Ann Mastorakos  
Councilmember Dan Hurt  
Councilmember Michael Moore  
Councilmember Tom DeCampi  
Councilmember Michelle Ohley

#### **APPROVAL OF MINUTES**

The minutes of the December 7, 2020 City Council meeting were submitted for approval. Councilmember Mastorakos made a motion, seconded by Councilmember Moore, to approve the December 7, 2020 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 City Hall will be closed on Monday, January 18 in observance of Martin Luther King Jr. Day.

Mayor Nation announced that Candidate Filing for the April 6, 2021 Municipal Election closes on Tuesday, January 19, at 5:00 p.m., in the City Clerk's office at City Hall.

Mayor Nation announced that the next meeting of City Council is scheduled for Tuesday, January 19, at 7 p.m.

## **COMMUNICATIONS AND PETITIONS**

Mr. Ryan Meeks, 148 Chesterfield Industrial Blvd., stated that he was available to answer questions pertaining to Bill No. 3327 (P.Z. 08-2020 Straub Lane Estates [14685 Clayton Road]).

Ms. Jane Cunningham, 6568 Robyn Point, Osage Beach, Missouri, spoke about public official conduct.

Mr. Norm Baxter, 1879 Stenton Path, was unable to attend but requested that the City Clerk read his comments pertaining to conduct of elected officials.

Mr. Ron Cawood, 16992 Riverdale Drive, spoke about public officials' behavior and their description of events.

Mr. Dennis Ganahl, 15979 Woodlet Way Court, spoke about civility in City government.

Mr. Steve Stetz, 16009 Aston Court, spoke about conduct and attributes expected of a Mayor/community leader.

Mr. Bill Lawson, 2114 Riding Trail Drive, spoke about the community's expectations for Chesterfield elected officials and potential political motivations of media and public comments.

## **APPOINTMENTS**

There were no appointments.

## **COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION**

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

Bill No. 3322      Repeals City of Chesterfield Ordinance 2463 and replaces it with an ordinance amending the development criteria for a 1.49 acre “PC” Planned Commercial District located at the southwest corner of the intersection of Chesterfield Parkway East and Conway Road (P.Z. 06-2020 15310 Conway Road {SMS Group, LLC} 18S310557)  
**(Second Reading) Planning Commission recommends approval.  
Planning & Public Works Committee recommends approval**

Councilmember Dan Hurt, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Monachella, for the second reading of Bill No. 3322. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3322 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3322 with the following results: Ayes – Monachella, Mastorakos, Moore, DeCampi, McGuinness, Hurt, Ohley and Keathley. Nays – None. Whereupon Mayor Nation declared Bill No. 3322 approved, passed it and it became **ORDINANCE NO. 3127.**

Bill No. 3326      Amends Ordinances 3040, 3041, 3043, 3044, 3045, 3053, 3072, 3073, 3074, and 3075 to authorize replacement construction and maintenance escrows for Fienup Farms Subdivision, Plats 1, 2, 4, 5, 6, 7, 8, 9, 10, and 11 **(First & Second Readings) Planning & Public Works Committee recommends approval**

Councilmember Hurt made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3326. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3326 was read for the first time.

Councilmember Hurt made a motion, seconded by Councilmember Monachella, for the second reading of Bill No. 3326. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3326 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3326 with the following results: Ayes – McGuinness, Mastorakos, Hurt, Keathley, Monachella, Moore, Ohley and DeCampi. Nays – None. Whereupon Mayor Nation declared Bill No. 3326 approved, passed it and it became **ORDINANCE NO. 3128.**

Bill No. 3327      Amends the Unified Development Code of the City of Chesterfield by changing the boundaries of the “NU” Non-Urban District to the “R-2” Residence District for a 0.90-acre tract of land located at 14685 Clayton Road, northwest of the intersection of Clayton Road



and Straub Road (P.Z. 08-2020 {Sudha} 21R441513) **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval**

Councilmember Hurt made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3327. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3327 was read for the first time.

Councilmember Hurt announced that the next meeting of this Committee is scheduled for Thursday, January 7, at 5:30 p.m.

### **Finance and Administration Committee**

Councilmember Barbara McGuinness, Chairperson of the Finance and Administration Committee, indicated that this Committee had no action items for this evening.

At the November 30, 2020 Finance and Administration Committee meeting, the Committee directed City Attorney Graville and Staff to collaborate and draft a policy to address the use of municipal resources for third party benefits and the public purpose issues associated therewith. Councilmember McGuinness reported that, once the policy is more complete, it will be returned to the Finance and Administration Committee for perfection.

### **Parks, Recreation & Arts Committee**

Councilmember Michelle Ohley, Chairperson of the Parks, Recreation & Arts Committee, made a motion, seconded by Councilmember Mastorakos, to approve changes for the operation of the Chesterfield Aquatic Facility for the 2021 season as recommended by the Parks, Recreation and Arts Committee. A roll call vote was taken with the following results: Ayes – Monachella, Ohley, Hurt, McGuinness, Moore and Mastorakos. Nays – DeCampi and Keathley. Mayor Nation declared the motion passed.

Councilmember Keathley made a motion, seconded by Councilmember Moore, to authorize engaging an independent contractor to assist in acquiring Parks sponsorships on a contingency basis as recommended by the Parks, Recreation and Arts Committee. A roll call vote was taken with the following results: Ayes – Mastorakos, Monachella, DeCampi, McGuinness, Hurt, Keathley and Moore. Nays – Ohley. Mayor Nation declared the motion passed.

Councilmember Hurt made a motion, seconded by Councilmember Mastorakos, to approve a proposed resolution authorizing an application for a Municipal Parks Planning Grant and subsequently entering into a professional services contract. A roll call vote was taken with the following results: Ayes – Mastorakos, Hurt, Monachella, Keathley, Ohley, Moore, DeCampi and McGuinness. Nays – None. Mayor Nation declared the motion passed. The successful resolution became Chesterfield Resolution No. 466.

Councilmember Hurt made a motion, seconded by Councilmember Moore, to approve the budget transfer associated with the successful grant application for Logan Park Phase 1. A roll call vote was taken with the following results: Ayes – Keathley, DeCampi, Ohley, Monachella, Hurt, McGuinness, Mastorakos and Moore. Nays – None. Mayor Nation declared the motion passed.

### **Public Health & Safety Committee**

Councilmember Ben Keathley, Chairperson of the Public Health & Safety Committee, stated that this Committee met on December 9, 2020. There were no action items for this evening.

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

City Administrator Mike Geisel indicated that he had no report this evening, but there was one action item under “Other Legislation” for which he would be requesting a motion.

### **OTHER LEGISLATION**

Bill No. 3328                      Approves the installation of two (2) fire hydrants along Conway Road located within the City of Chesterfield **(First & Second Readings)** **Department of Public Works recommends approval**

Councilmember Ohley made a motion, seconded by Councilmember Mastorakos, for the first reading of Bill No. 3328. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3328 was read for the first time.

Councilmember Mastorakos made a motion, seconded by Councilmember Ohley, for the second reading of Bill No. 3328. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3328 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3328 with the following results: Ayes – Hurt, Keathley, DeCampi, Monachella, Moore, Ohley, McGuinness and Mastorakos. Nays – None. Whereupon Mayor Nation declared Bill No. 3328 approved, passed it and it became **ORDINANCE NO. 3129**.

### **UNFINISHED BUSINESS**

There was no unfinished business.

### **NEW BUSINESS**

There was no new business.

## **ADJOURNMENT**

Mayor Nation entertained a motion to reconvene into Executive Session. Councilmember Moore made a motion, seconded by Councilmember Monachella, to go into closed session, pursuant to RSMo 610.021 (9) for the purpose of discussing preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups. A roll call vote was taken with the following results: Ayes – Keathley, Hurt, Mastorakos, Ohley, DeCampi, Monachella, Moore and McGuinness. Nays – None. Mayor Nation declared the motion passed.

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:59 p.m.

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Mayor Bob Nation

**ATTEST:**

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Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: \_\_\_\_\_

## **UPCOMING MEETINGS/EVENTS**

**A. Thursday, January 21, 2021 – Planning & Public Works (5:30pm)**

**B. Monday, January 25, 2021 – Planning Commission (7pm)**

**C. Monday, February 1, 2021 – City Council (7 pm)**

## **APPOINTMENTS**

There are no appointments scheduled for this meeting.

## **PLANNING AND PUBLIC WORKS COMMITTEE**

Chair: Councilmember Hurt

Vice-Chair: Councilmember Ohley

**The Planning and Public Works Committee has the following action items for the January 19, 2021 City Council meeting.**

**Bill No. 3327 - P.Z. 08-2020 Straub Lane Estates (14685 Clayton Road)** – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the “NU” Non-Urban District to the “R-2” Residence District for a 0.90-acre tract of land located at 14685 Clayton Road, northwest of the intersection of Clayton Road and Straub Road (P.Z. 08-2020 {Sudha} 21R441513) **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval**

**Bill No. 3329 - Burkhardt Place Easements and Maintenance Agreement** – An ordinance vacating two existing easements, dedicating two replacement easements, and authorizing the City of Chesterfield to enter into and execute a BMP (*Best Management Practices*) Maintenance Agreement and easements in connection with construction of Burkhardt Place as part of the Wildhorse Village development project in the City **(First Reading) Planning & Public Works Committee recommends approval**

The Wildhorse Village improvements include construction of the Burkhardt Place extension from its existing terminus at the Y, north to Wild Horse Creek Road. As detailed in the agenda packet, MSD is requiring a number of actions in connection with the extension of Burkhardt Place. Specifically:

- Vacation of two easement where the nearby sanitary sewer is not located within the existing MSD easement.
- Dedication of two new easements to replace the above-referenced easement vacations. These easements will be centered over the existing sanitary sewer and will allow MSD to continue to maintain these sanitary sewers.
- Execution of a BMP Maintenance Agreement with MSD. This will ensure that the City maintains the hydrodynamic separator installed for water quality purposes as part of this project.
- Dedication of a storm water easement located near the above-referenced hydrodynamic separator. The dedication of this easement is necessary to cover the drainage path from Burkhardt Place to the hydrodynamic separator.

**Bill No.'s 3330 thru 3334 - Monarch-Chesterfield Levee Trail Easements**

Phase VI of the Monarch-Chesterfield Levee Trail affects six properties. It is important to remember that the trail is to be constructed on the main Monarch-Chesterfield Levee and the easements requested are wholly within the existing levee easement. The majority of Phase VI is to be constructed on four parcels, each of which is owned in part by four separate trusts. The easements required over the remaining two parcels are much smaller.

Previous communications with the property owners leads City Staff to believe that it will be difficult, if not impossible, to successfully negotiate easement terms over these properties. Accordingly, we have consulted with the City Attorney to ensure that any and all actions taken by the City are proper and lawful **should** the matter proceed to condemnation. City Attorney Graville recommends that City Council pass the individual ordinances authorizing the City Staff to make a financial offer and negotiate terms for the acquisition of these easements. Further, if the City Staff cannot acquire the necessary easements, the ordinance authorizes the City Attorney to file a petition of condemnation.

**Bill No. 3330 - Monarch-Chesterfield Levee Trail Easement – 16703A N. Outer Road** – An ordinance of the City of Chesterfield, Missouri (the “City”) authorizing condemnation of certain interests in real property located in the City for the purpose of constructing Phase VI of the Monarch-Chesterfield Levee Trail extending the existing trail **(First Reading) Planning & Public Works Committee recommends approval**

**Bill No. 3331 - Monarch-Chesterfield Levee Trail Easement – 16703 N. Outer Road** – An ordinance of the City of Chesterfield, Missouri (the “City”) authorizing condemnation of certain interests in real property located in the City for the purpose of constructing Phase VI of the Monarch-Chesterfield Levee Trail extending the existing trail **(First Reading) Planning & Public Works Committee recommends approval**

**Bill No. 3332 - Monarch-Chesterfield Levee Trail Easement – 16801 N. Outer Road** – An ordinance of the City of Chesterfield, Missouri (the “City”) authorizing condemnation of certain interests in real property located in the City for the purpose of constructing Phase VI of the Monarch-Chesterfield Levee Trail extending the existing trail **(First Reading) Planning & Public Works Committee recommends approval**

**Bill No. 3333 - Monarch-Chesterfield Levee Trail Easement – 16801 N. Outer Road Unit A** – An ordinance of the City of Chesterfield, Missouri (the “City”) authorizing condemnation of certain interests in real property located in the City for the purpose of constructing Phase VI of the Monarch-Chesterfield Levee Trail extending the existing trail **(First Reading) Planning & Public Works Committee recommends approval**

**Bill No. 3334 - Monarch-Chesterfield Levee Trail Easement – 16827 N. Outer 40 Road** – An ordinance of the City of Chesterfield, Missouri (the “City”) authorizing condemnation of certain interests in real property located in the City for the purpose of constructing Phase VI of the Monarch-Chesterfield Levee Trail extending the existing trail. **(First Reading) Planning & Public Works Committee recommends approval**

**Solid Waste Agreement** – Recommendation to authorize the City Administrator to execute the Municipal Materials Management Agreement with Republic Services for a period of five years **(Roll Call Vote) Planning & Public Works Committee recommends approval**

As directed by City Council, staff negotiated an Agreement whereby Republic Services would continue as the City’s solid waste provider for an additional period of five years, with an option for a two-year extension if mutually accepted.

As a result of negotiations with Republic, we were able to reduce the costs being paid by the City’s senior citizens (cost reduction from \$13.12 per month to \$12.64 per month). However, the lowest rate I was able to negotiate city-wide was a two-percent increase in year-one (\$14.58 per month to \$14.87 per month). The rate that Chesterfield residents currently pay is one of the lowest in the St. Louis area and there has been no rate increase since August 1, 2019.

Staff researched the solid waste rates paid by 24 cities in St. Louis County. Of those cities, the rate paid by the City of Chesterfield, including the two percent increase, will be lower than all but four municipalities. And those municipalities that pay less are not an apples-to-apples comparison because those cities are either much denser than the City of Chesterfield or they are single-payer.

Of the cities studied, ***many paid more because they have yard waste included as a mandatory service. Only nine of the 24 cities had optional yard waste.*** The City of Chesterfield could dramatically decrease its combined rate (solid waste and yard waste) by making yard waste a mandatory service. However, doing so will substantially increase the cost for residents who do not currently use yard waste. **The PPW Committee did NOT recommend this option.**

#### **NEXT MEETING**

The next meeting of the Planning & Public Works Committee is scheduled for Thursday, January 21, 2021, at 5:30 pm.

If you have any questions or require additional information, please contact Director of Planning - Justin Wyse, Director of Public Works – Jim Eckrich, or me prior to Tuesday’s meeting.



# MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: James Eckrich, Director of Public Works/City Engineer 

SUBJECT: Planning & Public Works Committee **Virtual** Meeting  
Summary Thursday, January 7, 2021



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held virtually via Zoom on Thursday, January 7, 2021.

In attendance were: **Chair Dan Hurt**, (Ward III), **Councilmember Mary Monachella** (Ward I), **Councilmember Mary Ann Mastorakos** (Ward II), and **Councilmember Michelle Ohley** (Ward IV).

Also in attendance were: Mayor Bob Nation; Planning Commission Chair Merrell Hansen; Jim Eckrich, Director of Public Works/City Engineer; and Mary Ann Madden, Recording Secretary.

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

## I. **APPROVAL OF MEETING SUMMARY**

### A. Approval of the December 10, 2020 Committee Meeting Summary

Councilmember Ohley made a motion to approve the Meeting Summary of December 10, 2020. The motion was seconded by Councilmember Mastorakos and **passed** by a voice vote of 4 to 0.

## II. **UNFINISHED BUSINESS** - None.

## III. **NEW BUSINESS**

### A. Burkhardt Place Easements & Maintenance Agreement (Ward 2)

#### **STAFF PRESENTATION**

Jim Eckrich, Director of Public Works/City Engineer, referred to the development at the intersection of Chesterfield Parkway and Wild Horse Creek Road, which includes construction of the extension of Burkhardt Place.

As part of the development plan process for this project, the Metropolitan St. Louis Sewer District (MSD) has reviewed plans for sanitary and storm sewer service and they have requested several actions from the City as outlined below:

- Vacation of two existing easements where the nearby sanitary sewer is not located within the existing MSD easement.

- Dedication of two new easements to replace the above-mentioned easement vacations. These easements will be centered over the existing sanitary sewer and will allow MSD to continue to maintain these sanitary sewers.
- Execution of a BMP Maintenance Agreement with MSD, which will ensure that the City maintains the hydrodynamic separator installed for water quality purposes as part of this project.
- Dedication of a storm water easement located near the hydrodynamic separator. The dedication of this easement is necessary to cover the drainage path from Burkhardt Place to the hydrodynamic separator.

It was noted that there is a minimal cost involved with maintaining the hydrodynamic separator. Staff is requesting a recommendation from the Committee to City Council to proceed with these items.

**Councilmember Monachella made a motion to forward an ordinance for Burkhardt Place Easements and Maintenance Agreement to City Council with a recommendation to approve.** The motion was seconded by Councilmember Hurt and **passed** by a voice vote of 4 to 0.

**Note: One Bill, as recommended by the Planning & Public Works Committee, will be needed for the January 19, 2021 City Council Meeting. See Bill No.**

**[Please see the attached report prepared by Jim Eckrich, Director of Public Works/City Engineer, for additional information on Burkhardt Place Easements and Maintenance Agreement.]**

## **B. Monarch-Chesterfield Levee Trail Easements (Ward 4)**

### **STAFF PRESENTATION**

Jim Eckrich, Director of Public Works/City Engineer, stated that Staff has been pursuing the construction of Phase VI of the Monarch-Chesterfield Levee Trail for some time. This section of the Levee Trail will fill the missing gap from I-64 to the northeast corner of Top Golf, which encompasses six properties. Four of the parcels are owned in part by four separate trusts of the Graeler family; one other parcel is owned by the Graeler family; and one small property is owned by Andrew Brown. The City has been successful in acquiring the easement from Mr. Brown at 16849 North Outer 40 Road so the ordinance associated with that property is no longer necessary.

Staff would like to move the proposed ordinances forward to City Council for the remaining five parcels. The ordinances authorize the City to make a financial offer for the easements based upon the appraised value of approximately \$27,700. If the City is not successful in such negotiations, the ordinance dictates that condemnation procedures can be initiated. All of this has been reviewed in detail with both the City Attorney and the City Administrator.

### **Discussion**

#### **Construction Cost**

Mr. Eckrich confirmed that any acquisition and construction costs for the 1.5 mile trail project will be 100% funded by the Chesterfield Valley Transportation Development District.

## **Condemnation**

Councilmember Mastorakos expressed concerns that condemnation would be an automatic process. While she understands that the City cannot go into negotiations without giving notice that condemnation procedures could be enacted, she requested that the results of any negotiations be brought back to the Committee before condemnation proceedings begin.

Mr. Eckrich explained that once City Council approves the proposed ordinances, condemnation proceedings could begin without further approval from Council. However, if requested by Council or the PPW Committee, Public Works Staff would certainly be willing to notify Council or the PPW Committee. By proceeding in this manner, if negotiations would fail, the PPW Committee or Council would receive notice and have the option to stop condemnation proceedings. Otherwise, if negotiations fail, we will proceed with condemnation as detailed in the ordinance.

After further discussion, it was agreed that this matter would be discussed at the next Council meeting to determine how Council would like to proceed in the event negotiations fail in acquiring the needed easements.

**Councilmember Ohley made a motion to forward ordinances authorizing condemnation of certain interests in real property for the purpose of constructing Phase VI of the Monarch-Chesterfield Levee Trail extension to City Council with a recommendation to approve. The motion was seconded by Councilmember Monachella and passed by a voice vote of 4 to 0.**

**Note: Five Bills, as recommended by the Planning & Public Works Committee, will be needed for the January 19, 2021 City Council Meeting. See Bill Nos.**

**[Please see the attached report prepared by Jim Eckrich, Director of Public Works/City Engineer, for additional information on the Monarch-Chesterfield Levee Trail Easements.]**

## **C. Solid Waste Agreement**

### **STAFF PRESENTATION**

Jim Eckrich, Director of Public Works/City Engineer, stated that at City Council's request, he has negotiated an Agreement with Republic Services to continue as the City's solid waste provider for a period of five years, with an optional two-year extension. The terms of the Agreement were finalized by the City Attorney who negotiated the final language with the attorneys from Republic Services.

Items specifically addressed in the contract are as follows:

### **Length of Agreement**

The City's previous agreement was for seven years. Council expressed the desire for a shorter contract period, therefore, this Agreement has been adjusted to a five-year contract with an optional two-year extension if said extension is mutually agreeable.

### **Senior Rate**

The senior discount has been increased from 10% to 15% in the proposed Agreement. Additionally, Republic Services has offered to host "sign-up sessions" at City Hall for residents who want to sign up for the senior rate.

### **Yard Waste Options**

Residents will still have the ability to sign up for yard waste to be billed quarterly, or annually at a reduced rate. However, for residents who do not need full yard waste service but who occasionally want to place yard waste at the curb, Republic Services will offer a one-time yard waste service at a cost of \$8 for up to 4 bags/bundles, \$12 for 5 to 8 bags/bundles, plus \$1 per bag/bundle for all bags/bundles up to 20.

### **Contract Language**

Because the language in the existing Agreement is vague and outdated, a new Agreement has been drafted. The revised Agreement clarifies the requirements of both parties, including a provision for complaints and missed pickups as previously discussed by City Council.

### **Costs**

Staff attempted to obtain a year-one price that was the same or below that which is currently being paid by the residents. After considerable negotiation, Staff was able to negotiate a reduced cost for senior citizens from \$13.12/month to \$12.64/month. However, the lowest rate Staff was able to negotiate city-wide is a 2% increase in year-one from \$14.58/month to \$14.87/month. It was noted that what the City currently pays is one of the lowest rates in the St. Louis area, and that there has been no rate increase since August 1, 2019.

The costs will be adjusted annually. If the current Agreement is approved, the new costs become effective August 1, 2021 with the first cost increase effective August 1, 2022 based upon the CPI for water, trash, and sewer as judged in April.

### **Recommendation**

Staff believes that the terms negotiated are favorable to the residents of Chesterfield and recommends that the City Administrator be directed to execute the proposed Agreement. Should City Council oppose the execution of this Agreement, they should direct Staff to make specific modifications or to publicly bid a new solid waste contract.

Councilmember Hurt reported that he had received an unsolicited email from Mr. Tony Lamantia of Waste Connections regarding solid waste collection for Chesterfield, which has been shared with the Committee members. It was then agreed that both Ms. Susan Piazza of Republic Services and Mr. Lamantia would be given the opportunity to address the Committee.

### **Republic Services**

Ms. Susan Piazza of Republic Services provided the following information about yard waste.

#### **Occasional Yard Waste Pick-up**

Republic Services has designated yard waste routes throughout the City. If a resident needs a one-time pick-up of yard waste, it can be scheduled by calling Republic Services' office and the bags/bundles would be picked up during Republic's normal weekly routes.

Prior to the next Council meeting, Ms. Piazza was asked to work out the details with Mr. Eckrich of how occasional yard waste pick-up would be implemented - specifically how residents should schedule a pick-up; how much notice residents need to give Republic Services when requesting a pick-up; and how residents would be notified of the normal collection day schedule for their particular neighborhood.

### **Payment for Occasional Pick-up**

Residents will be required to pay at time of scheduling for occasional yard waste pick-ups. Payments can be made by credit card or by providing payment directly to Republic Services; billing services for a one-time pick-up will not be provided.

### **Quarterly Billing vs. Annual Billing**

For regular yard waste pick-up services, residents would be billed quarterly at the rate of \$15.65/month; if a resident chooses an annual billing, the rate drops to \$14.35/month.

### **Waste Connections**

Mr. Tony Lamantia of Waste Connections provided the following information:

#### **City Comparisons**

Councilmember Ohley asked for clarification on how Mr. Lamantia chose the cities outlined in his email as cities to be compared with Chesterfield. She also noted that agreements are not awarded solely on price as residents are also concerned about the quality of service and reliability.

Mr. Lamantia referred to the 24 municipalities referenced in the Staff Report. He noted that some of those municipalities have a package that includes trash/recycling and yard waste for one cost compared to Chesterfield having a set price for trash/recycling with an optional charge for yard waste so it is difficult to compare those price-wise.

The cities that were provided in Mr. Lamantia's email are those cities whose contracts were up in 2019-2020. He noted that when these were publicly bid, the costs went down substantially and the senior discounts went up substantially.

#### **Service**

In the past two years, Waste Connections has taken over solid waste removal for Wildwood, Crestwood, St. Ann, Vinita Park, and Washington, MO. The take-over was seamless and service has been "outstanding".

#### **Free Municipal Services**

Waste Connections would match the free municipal services of trash pick-up at 11 different City sites as outlined in Republic Services' proposed agreement. Mr. Lamantia stated that they are willing to help out as much as possible with keeping costs down. He noted that by "keeping a good safety record and having a local landfill", they are able to do that.

### **Republic Services**

Ms. Piazza stated that she disagrees with the comment made in Mr. Lamantia's email that while the City likes Republic Services, it is not in the best interests of the residents. She noted that "Republic's reputation, the drivers' engagement with the residents on their routes, and knowing the nuances of the streets and routes is absolutely in the residents' best interest for continued service without any interruption in what they have come to expect".

### **Discussion**

Councilmember Hurt pointed out that his past experience with both Ms. Piazza and Mr. Lamantia has been excellent. However, he would be voting against recommending Republic Services' agreement because he supports bidding the project.

**Councilmember Ohley made a motion to forward the Solid Waste Agreement with Republic Services to City Council with a recommendation to approve.** The motion was seconded by

Councilmember Monachella and **passed** by a voice vote of 3-1 with Councilmember Hurt voting “no”.

**[Please see the attached report prepared by Jim Eckrich, Director of Public Works/City Engineer for additional information on the Solid Waste Agreement.]**

#### **IV. OTHER**

Planning Commission Chair Merrell Hansen reminded the Committee of the Planning Commission’s upcoming meeting on January 11<sup>th</sup>, preceded by a Site Plan Committee meeting at which time an Amended Site Development Concept Plan for Downtown Chesterfield will be presented, along with Amended Architectural Elevations for The District.

#### **V. ADJOURNMENT**

The meeting adjourned at 6:20 p.m.

**BILL NO. 3327**

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

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF THE “NU” NON-URBAN DISTRICT TO THE “R-2” RESIDENCE DISTRICT FOR A 0.99-ACRE TRACT OF LAND LOCATED AT 14685 CLAYTON ROAD, NORTHWEST OF THE INTERSECTION OF CLAYTON ROAD AND STRAUB ROAD (P.Z. 08-2020 {SUDHA} 21R441513).**

**WHEREAS**, the petitioner, Sudha Srinivas Anne, has requested a change in zoning from the “NU” Non-Urban District to the “R-3” Residence District for a 0.99-acre tract of land located at 14685 Clayton Road, northwest of the intersection of Clayton Road and Straub Road; and,

**WHEREAS**, a Public Hearing was held before the Planning Commission on November 23, 2020; and,

**WHEREAS**, the Planning Commission, having considered said request, recommended approval of the change of zoning; with the motion to amend the zoning district from the “R-3” Residence District to the “R-2” Residence District; and,

**WHEREAS**, the Planning and Public Works Committee, having considered said request, accepted the Planning Commission’s recommendation to change the zoning district from the “R-3” Residence District to the “R-2” Residence District and recommended approval of the change of zoning; and,

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

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

**Section 1.** City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing an “R-2” Residence District for a 0.99-acre tract of land located at 14685 Clayton Road and as described as follows:

A tract of land being part of Lot 5 of Ridgedale Acres, a subdivision recorded in Plat Book 98, Page 3 of the St. Louis County, Missouri Records.

Beginning at a found iron rod with cap on the southeast corner of a tract of land conveyed to Michael & Susan Daigle per the instrument recorded in deed book 15108 at page 1432 of the St. Louis County Records; thence along the east line of said Daigle tract North 64 degrees 23 minutes 06 seconds west, a distance of 246.41 feet to a found iron rod at the northwest corner of Lot 5 of Ridgedale Acres, a subdivision recorded in Plat Book 98, Page 3 of the St. Louis County Records; thence along the north line of said Lot 5 North 57 degrees 48 minutes 55 seconds East, a distance of 274.63 feet to a set iron rod with cap on the East line of Straub Road (20 feet wide Private); thence along the East line of said Straub Road South 32 degrees 45 minutes 05 seconds East, a distance of 189.34 feet to a set iron rod with cap to a point on the Northern line of Clayton Road (variable width public); thence continuing along said Northern Line of Clayton Road the following courses and distances: thence South 57 degrees 14 minutes 55" West, a distance of 20.00'; thence South 08 degrees 07 minutes 54 seconds West, a distance of 15.26 feet; thence South 48 degrees 47 minutes 55 seconds West, 56.45 feet; thence south 59 degrees 15 minutes 22 seconds West, 59.59 feet to the Point of Beginning, containing 43,157 square feet or 0.99 acres, more or less.

**Section 2.** The preliminary approval, pursuant to the City of Chesterfield Unified Development Code is granted, subject to all of the ordinances, rules and regulations.

**Section 3.** The City Council, pursuant to the petition filed by Sudha Srinivas Anne in P.Z. 08-2020, requesting the amendment embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 23<sup>rd</sup> day of November 2020, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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



Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
PRESIDING OFFICER

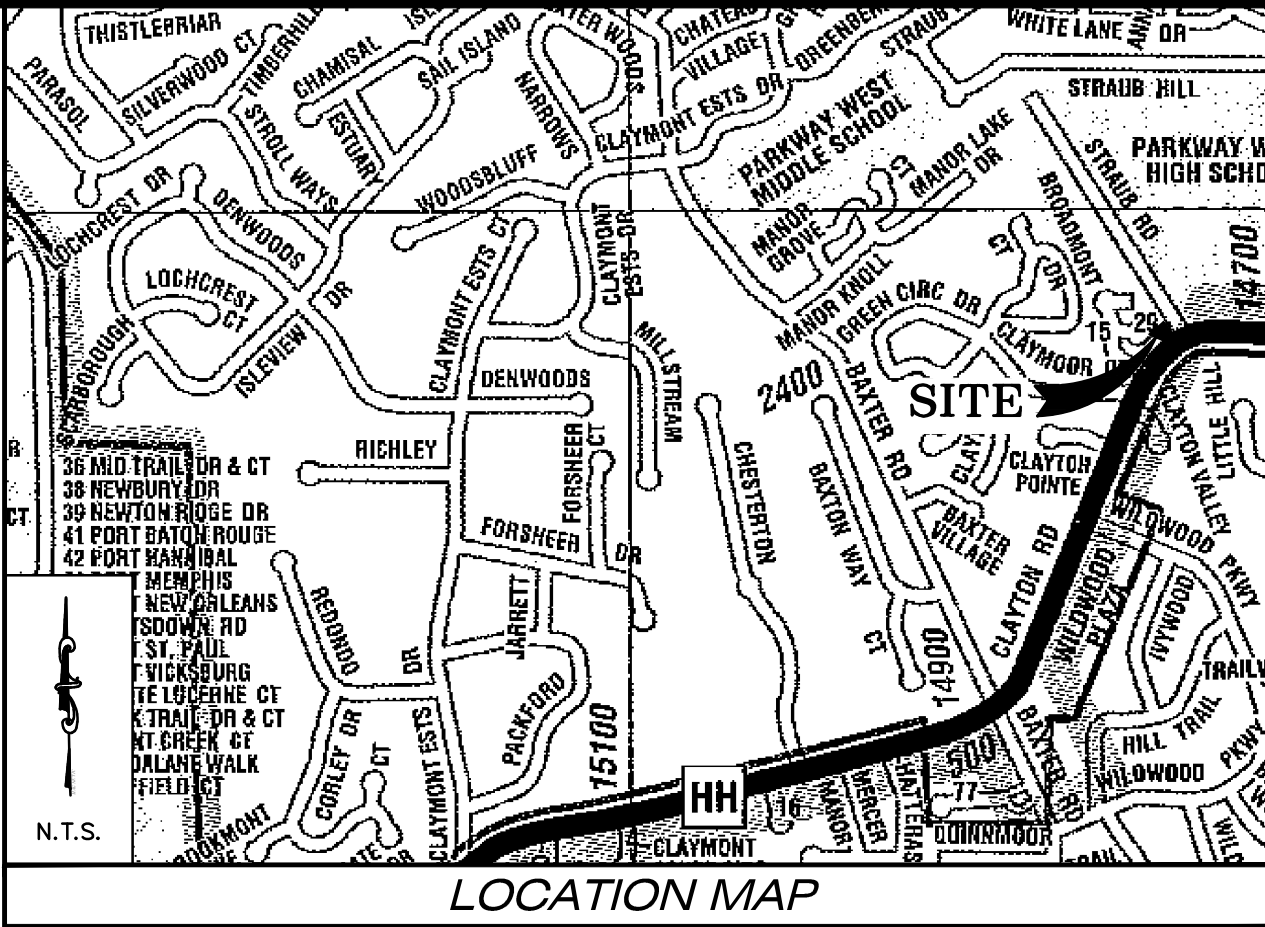
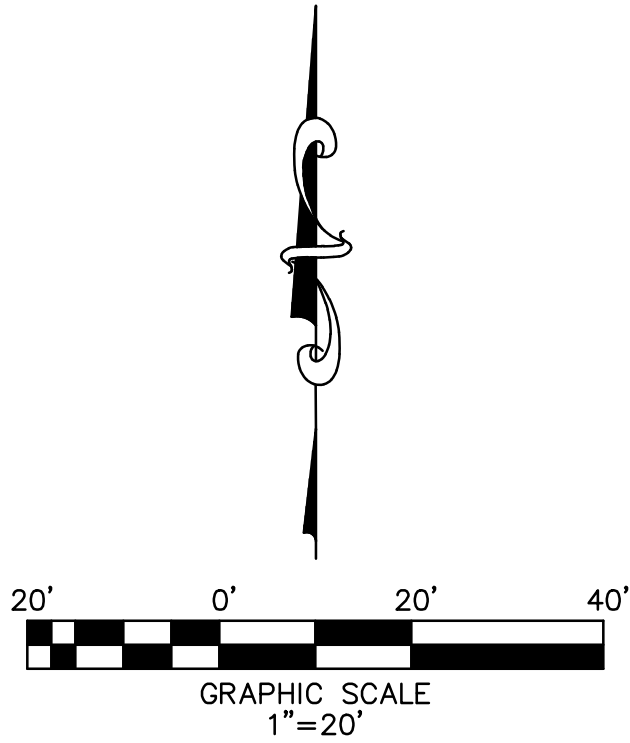
\_\_\_\_\_  
Bob Nation, MAYOR

ATTEST:

\_\_\_\_\_  
Vickie McGownd, CITY CLERK

FIRST READING HELD: 01/04/2021

A PROPERTY SURVEY FOR  
**14685 CLAYTON ROAD**  
A TRACT OF LAND BEING PART OF LOT 5 OF  
RIDGEDALE ACRES, P.B. 98, PG. 3  
SEC. 23, TOWNSHIP 45 NORTH, RANGE 4 EAST,  
ST. LOUIS COUNTY, MISSOURI



JOCKEY CLUB DRIVE  
(40'W, PRIVATE)

LOT 17  
N/F  
FAHRETTIN  
SACAKLI  
22789/314  
LOC. NO. 21R441641  
(ZONING: R-5)

LOT 18  
N/F  
LORNA K.  
& PAUL D.  
HOLMES  
15454/2696  
LOC. NO. 21R441632  
(ZONING: R-5)

LOT 19  
N/F  
JOHN A. FINLEY  
REVOCABLE TRUST  
20612/2309  
LOC. NO. 21R441797  
(ZONING: R-5)

N/F  
MARY FRANCES  
BYRNE  
19921/2173  
LOC. NO. 21R441348  
(ZONING: R-5)

CONDOMINIUM PLAT OF  
WHITE GATE FARMS  
P.B. 269, PG. 77

WHITE GATE  
FARMS ESTATES  
P.B. 314, PG. 17

**SUBJECT  
PARCEL**  
43,157 SQ. FT.  
OR 0.99 ACRES±  
(VACANT)

BOUNDARY ADJUSTMENT  
PLAT OF RIDGEDALE  
ACRES LOTS 3 & 4  
P.B. 245, PG. 15

LOT 4  
N/F  
MICHAEL  
& SUSAN DAIGLE  
15108/1432  
LOC. NO. 21R441504  
(ZONING: E-1AC)

N/F  
PARKWAY  
SCHOOL  
DISTRICT  
6313/203  
LOC. NO. 20R210046  
(ZONING: RD)

S57° 14' 55"W  
20.00'  
S8° 07' 54"W  
15.26'  
S48° 47' 55"W  
56.45'

CLAYTON ROAD  
(VARIABLE WIDTH)

EXCEPTION TO THE  
STATE OF MISSOURI  
PER 9219/685

**DEVELOPMENT NOTES:**

- Site Address:  
14685 Clayton Road  
Chesterfield, MO 63011  
Loc. No. 21R441513
- Owner Information:  
ACP Realty, LLC  
633 Stone Briar Drive  
O'Fallon, IL 62269  
Phone: 618-799-0035  
Doc#2020072700301
- Area of Tract: 43,157 Square Feet or 0.99 Acres, more or less.
- Present Zoning: "NU" Non-Urban District (Chesterfield)  
  
"NU" Non-Urban District Dimensional Requirements  
Front Yard Setback: 50 Feet  
Side Yard Setback: 20 Feet  
Rear Yard Setback: 20 Feet
- Proposed Zoning: "R-2" Residential District (Chesterfield)  
  
"R-2" Residential District Dimensional Requirements  
Front Yard Setback: 25 Feet  
Side Yard Setback: 10 Feet  
Rear Yard Setback: 15 Feet  
Minimum Lot Area: 15,000 Sq.Ft. (Single Family Dwelling)
- According to the FIRM Flood Insurance Rate Map 29189C0281 K Dated February 4, 2015, this development is located in Zone X Unshaded, Areas determined to be outside the 0.2% chance annual floodplain.
- Utility Provider Districts:

|                  |                         |              |
|------------------|-------------------------|--------------|
| Water:           | Missouri American Water | Situs Served |
| Sewer:           | MSD (Upon Approval)     | Yes          |
| Telephone:       | AT&T                    | Yes          |
| Gas:             | Spire                   | Yes          |
| Electric:        | Ameren UE               | Yes          |
| Fire District:   | Metro West              |              |
| School District: | Parkway                 |              |
- Easements shown hereon are per the original boundary and improvement survey performed by THD Design Group on January 17, 2017.
- The boundary information shown hereon is per the boundary and improvement survey performed by THD Design Group on January 17, 2017 and depict the conditions found at the time of this survey performed on September 11, 2020.
- This is not a Missouri Standard Urban Property Boundary Survey.

**LAND DESCRIPTION:** (per original survey)

A tract of land being Lot 5 of Ridgedale Acres, a subdivision recorded in Plat Book 98, Page 3 of the St. Louis County, Missouri Records.

Excepting therefrom that parcel of ground conveyed to the State of Missouri by the instrument recorded in Deed Book 9219 at Page 685 of the St. Louis County, Missouri Records.

**LAND DESCRIPTION:** (metes and bounds)

A tract of land being part of Lot 5 of Ridgedale Acres, a subdivision recorded in Plat Book 98, Page 3 of the St. Louis County, Missouri Records.

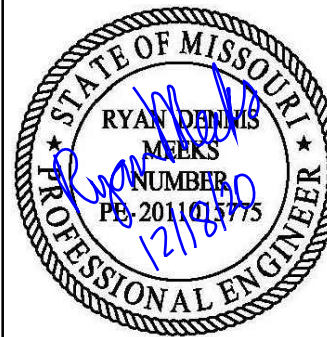
Beginning at a found iron rod with cap on the southeast corner of a tract of land conveyed to Michael & Susan Daigle per the instrument recorded in deed book 15108 at page 1432 of the St. Louis County Records; thence along the east line of said Daigle tract North 64 degrees 23 minutes 06 seconds west, a distance of 246.41 feet to a found iron rod at the northwest corner of Lot 5 of Ridgedale Acres, a subdivision recorded in Plat Book 98, Page 3 of the St. Louis County Records; thence along the north line of said Lot 5 North 57 degrees 48 minutes 55 seconds East, a distance of 274.63 feet to a set iron rod with cap on the East line of Straub Road (20 feet wide Private); thence along the East line of said Straub Road South 32 degrees 45 minutes 05 seconds East, a distance of 189.34 feet to a set iron rod with cap to a point on the Northern line of Clayton Road (variable width public); thence continuing along said Northern Line of Clayton Road the following courses and distances: thence South 57 degrees 14 minutes 55" West, a distance of 20.00'; thence South 08 degrees 07 minutes 54 seconds West, a distance of 15.26 feet; thence South 48 degrees 47 minutes 55 seconds West, 56.45 feet; thence south 59 degrees 15 minutes 22 seconds West, 59.59 feet to the Point of Beginning, containing 43,157 square feet or 0.99 acres, more or less.

**SYMBOL LEGEND**

- |                  |                |
|------------------|----------------|
| * FOUND CROSS    | ● SET IRON ROD |
| ○ FOUND IRON ROD | ⊕ BENCHMARK    |

**THD DESIGN GROUP, INC.**  
"your solution for engineering and surveying"  
148 CHESTERFIELD INDUSTRIAL BLVD STE E, CHESTERFIELD, MO 63005  
TEL: 636-294-2972  
FAX: 636-294-3027  
WEB: [www.thdgroup.com](http://www.thdgroup.com)  
Corporate Certificate of Authority #2011004415

A PROPERTY SURVEY FOR  
**14685 CLAYTON ROAD**  
A TRACT OF LAND BEING PART OF LOT 5 OF  
RIDGEDALE ACRES, P.B. 98, PG. 3  
SEC. 23, TOWNSHIP 45 NORTH, RANGE 4 EAST,  
ST. LOUIS COUNTY, MISSOURI



Date: Dec 18, 2020  
Ryan D. Meeks  
License No. PE-2011015775  
Civil Engineer

PROJECT NUMBER: 17-0071

DATE: 12/18/2020

DRAWN BY: MLP

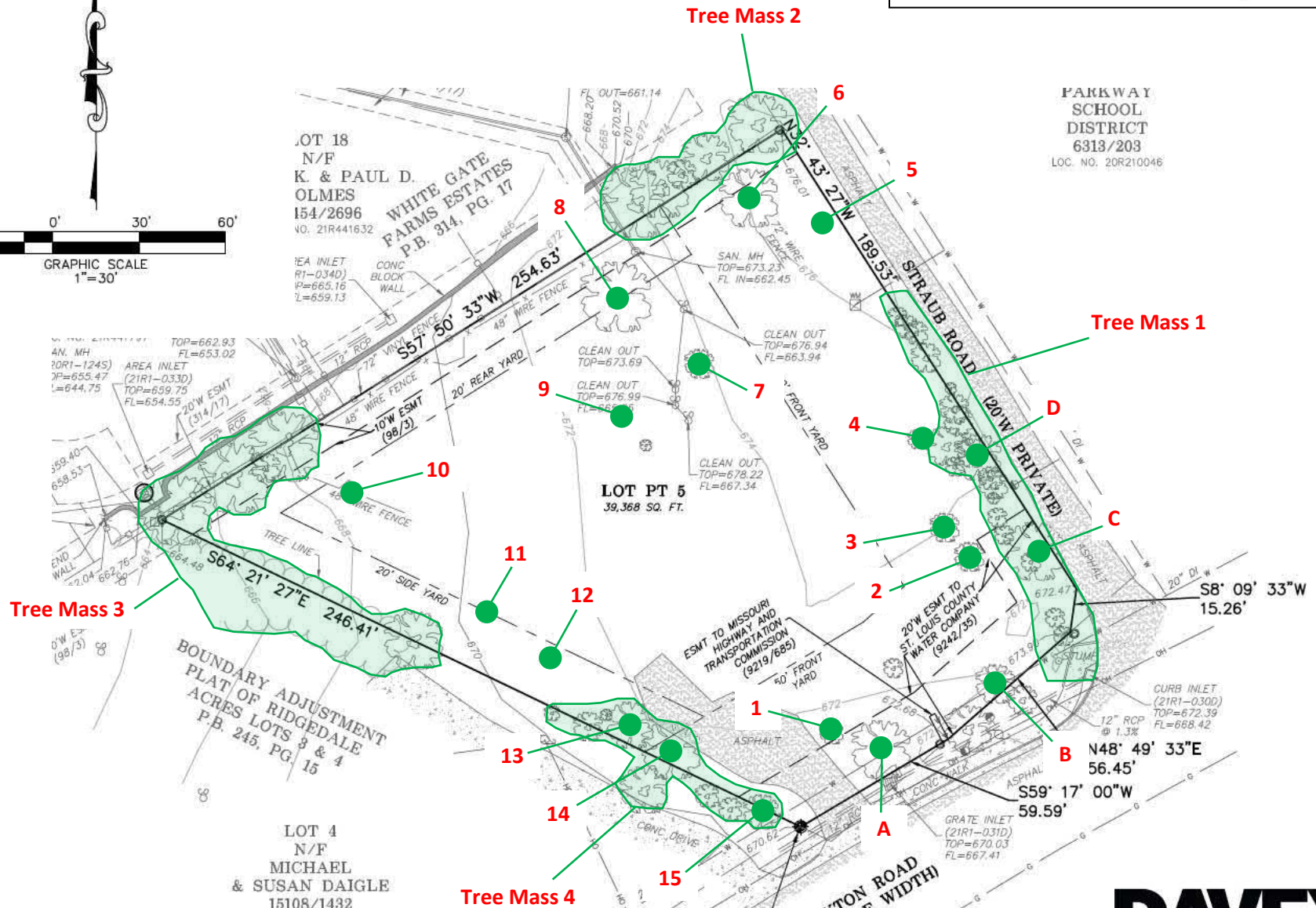
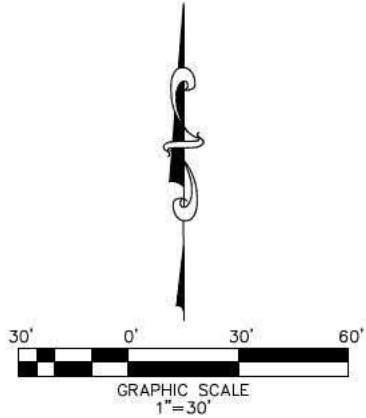


**Sudha S. Anne – Tree Stand Delineation / Tree Inventory**

14685 Clayton Road     Chesterfield, MO 63017

Data Collected on October 5, 2020

*And B*





| Tree # | Species                        | Common Name     | DBH | Condition Rating | Monarch Tree | Notes                             |
|--------|--------------------------------|-----------------|-----|------------------|--------------|-----------------------------------|
| 1      | <i>Ginkgo biloba</i>           | Ginkgo          | 11" | Fair             | No           |                                   |
| 2      | <i>Ilex opaca</i>              | American holly  | 14" | Fair             | No           | Basal wounding                    |
| 3      | <i>Sassafras albidum</i>       | Sassafras       | 9"  | Fair             | No           | Basal wounding                    |
| 4      | <i>Fraxinus americana</i>      | White ash       | 8"  | Fair             | No           | EAB susceptibility                |
| 5      | <i>Liquidambar styraciflua</i> | Sweetgum        | 5"  | Fair             | No           | Rock fill soils over root collar  |
| 6      | <i>Acer saccharinum</i>        | Silver maple    | 28" | Fair             | Yes          | Multi-stemmed codominant          |
| 7      | <i>Liriodendron tulipifera</i> | Tuliptree       | 17" | Dead             | No           | Removal                           |
| 8      | <i>Morus spp.</i>              | Mulberry        | 14" | Dead             | No           | Codominant, removal               |
| 9      | <i>Magnolia x soulangiana</i>  | Saucer magnolia | 20" | Fair             | Yes          | 3-stem codominant, large Magnolia |
| 10     | <i>Ulmus spp.</i>              | Elm             | 16" | Dead             | No           | Removal                           |
| 11     | <i>Picea glauca</i>            | White spruce    | 4"  | Fair             | No           |                                   |
| 12     | <i>Picea glauca</i>            | White spruce    | 3"  | Fair             | No           |                                   |
| 13     | <i>Nyssa sylvatica</i>         | Blackgum        | 18" | Fair             | No           |                                   |
| 14     | <i>Fraxinus americana</i>      | White ash       | 20" | Fair             | Yes          | EAB susceptibility                |
| 15     | <i>Quercus macrocarpa</i>      | Bur oak         | 14" | Fair             | No           | Overhead powerline conflict       |
| A      | <i>Betula nigra</i>            | River birch     | 18" | Poor             | No           | Removal                           |
| B      | <i>Pyrus calleryana</i>        | Callery pear    | 10" | Fair             | No           | Invasive species, removal         |
| C      | <i>Celtis occidentalis</i>     | Hackberry       | 26" | Fair             | Yes          | Poor powerline pruning            |
| D      | <i>Celtis occidentalis</i>     | Hackberry       | 22" | Fair             | Yes          |                                   |

|                    |                                                                                                                                                                |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Tree Mass 1</b> | Mostly elm, ash, sassafras, and hackberry in the 6"-10" DBH size class. Some small white pine ( <i>Pinus strobus</i> ) noted on the south end of the grouping. |
| <b>Tree Mass 2</b> | Honeysuckle, grapevine, and dead snags. Nothing of significance.                                                                                               |
| <b>Tree Mass 3</b> | Honeysuckle and grapevine - heavy infestation. Elm and silver maple on the adjacent property.                                                                  |
| <b>Tree Mass 4</b> | Black cherry, blackgum, white ash, hackberry, and a honeysuckle understory. All trees, unless noted above, are less than 12" DBH.                              |

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>General Observations:</b> | The tree population on this property is comprised of mostly native species and is relatively diverse in species and size class. The overall condition is "Fair" - nothing was noted to be in "Good" or better condition. Most of the tree masses should be able to be retained in the event this land is developed, as they are thin and along the property boundary only. Any honeysuckle and grape within the property boundary should be eradicated before the tree masses are entirely engulfed. Though 5 "Monarch" trees were noted, none of them fit significant criteria based on the City definition except size. |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## Memorandum

### Department of Public Works



**TO:** Michael O. Geisel, P.E.  
City Administrator

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

**DATE:** December 18, 2020

**Please forward to the PPW Committee for  
review and approval recommendation to  
Council** *MO Geisel* **2020-12-19**

**RE:** Burkhardt Place Easements and Maintenance Agreement

---

As you know, a developer is pursuing a project in the southwest quadrant of Chesterfield Parkway and Wild Horse Creek Road that will include construction the extension of Burkhardt Place from its existing terminus at the YMCA north to Wild Horse Creek Road. As detailed in the attached memorandum from Assistant City Engineer Zach Wolff, MSD is requiring a number of actions in connection with the extension of Burkhardt Place. Specifically:

- Vacation of two easement where the nearby sanitary sewer is not located within the existing MSD easement.
- Dedication of two new easements to replace the above-referenced easement vacations. These easements will be centered over the existing sanitary sewer and will allow MSD to continue to maintain these sanitary sewers.
- Execution of a BMP Maintenance Agreement with MSD. This will ensure that the City maintains the hydrodynamic separator installed for water quality purposes as part of this project.
- Dedication of a storm water easement located near the above-referenced hydrodynamic separator. The dedication of this easement is necessary to cover the drainage path from Burkhardt Place to the hydrodynamic separator.

In addition to the memorandum from Mr. Wolff, the attachments also include an aerial map showing the bulleted items and an ordinance authorizing the easement vacations, the easement dedications, and the execution of the BMP Maintenance Agreement.

#### Action Recommended

This matter should be forwarded to the Planning and Public Works Committee for consideration. Should the PPW Committee concur with Staff's recommendation it should vote to forward the attached ordinance to the full City Council for approval.

# Memorandum

## Department of Public Works



**TO: James A Eckrich, PE**

**FROM: Zachary S Wolff, PE** *ZSW*

**DATE: December 18, 2020**

**RE: Burkhardt Place/Wildhorse Village Easements and BMP Maintenance Agreement**

---

As you are aware, a developer is pursuing a project in the southwest quadrant of Chesterfield Parkway and Wild Horse Creek road that will include construction of a portion of Burkhardt Place from its existing termination at the YMCA north to Wild Horse Creek Road.

As part of the plan development process for that project, the Metropolitan St. Louis Sewer District (MSD) has reviewed plans for sanitary and storm sewer service and has requested several actions from the City outlined below. Stock & Associates has provided the necessary easement documents and plats.

Easement Vacations/Replacement - MSD has determined that the existing sanitary sewer pipes on City properties west of future Burkhardt Place are not located within the existing easements. MSD is requesting the City vacate the existing easements and replace them with new easements centered on the existing pipes. No construction work is proposed in this area and the changes are simply to ensure MSD has proper rights to continue maintaining their existing system. Two easement vacations and two replacement easements are needed to facilitate this request.

BMP Maintenance Agreement – Construction of Burkhardt Place warrants water quality improvements to treat the increase in stormwater runoff from the new roadway. The developer will be constructing the water quality improvement as part of the development and roadway construction. In order to guarantee future maintenance of the BMP, the City needs to enter into a BMP Maintenance Agreement with MSD. These agreements are standard form and the City has entered in similar agreements on the Schoettler Road Improvement Project, the Schoettler Road Bridge project, Greentrails Drive South, and Appalachian Trail Phase II. The specific water quality device is a hydrodynamic separator very similar to two such devices the City installed as part of the Schoettler Road Improvement Project.

Storm Sewer Easement - One small easement is necessary on City property for new storm sewer, installed by the developer, that will allow discharge of stormwater generated by Burkhardt Place after treatment in the aforementioned hydrodynamic separator.

**Recommendation** - I have reviewed the easement vacations, new easements, and BMP Maintenance Agreement and recommend the attached ordinance and exhibits be forwarded to the Planning and Public Works Committee then to City Council for consideration/approval.

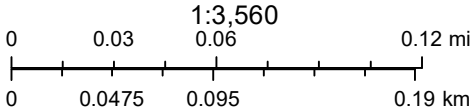
An aerial map is attached showing the approximate location of the easements in question and a note to the corresponding ordinance exhibits.

cc: Jeff Paskiewicz, Senior Civil Engineer  
Mike Knight, Assistant City Planner





December 18, 2020



- Parcels
- Preliminary Parcels



**BILL NO. 3329**

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

**AN ORDINANCE VACATING TWO EXISTING EASEMENTS, DEDICATING TWO REPLACEMENTS EASEMENTS, AND AUTHORIZING THE CITY OF CHESTERFIELD TO ENTER INTO AND EXECUTE A BMP MAINTENANCE AGREEMENT AND EASEMENTS IN CONNECTION WITH CONSTRUCTION OF BURKHARDT PLACE AS PART OF A CERTAIN DEVELOPMENT PROJECT IN THE CITY.**

**WHEREAS**, construction of Burkhardt Place is planned as part of the Wildhorse Village project; and

**WHEREAS**, the Metropolitan St. Louis Sewer District (MSD) has reviewed plans for said project and determined that existing sanitary sewer facilities on property owned by the City are not located within existing easements; and

**WHEREAS**, MSD has requested the City vacate unused portions of the existing easements and dedicate replacement easements to ensure their facilities are properly located within easements; and

**WHEREAS**, construction of Burkhardt Place requires water quality improvements to be maintained by the City as governed by a Maintenance Agreement between MSD and the City; and

**WHEREAS**, construction of Burkhardt Place also requires stormwater improvements on City property to be maintained by MSD; and

**WHEREAS**, the Department of Public Works has reviewed the requests and has determined that said actions meet all applicable regulations, the easement vacations, will have no adverse effect on the City of Chesterfield, and the new easements and Maintenance Agreement are necessary for construction of Burkhardt Place and continued operation of MSD's facilities.

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

Section 1. The City of Chesterfield hereby approves the easement vacations located on City owned property west of Burkhardt Place as depicted in "Exhibit A" and "Exhibit B" which are attached hereto and made part hereof; and

Section 2. The City of Chesterfield hereby authorizes the City Administrator to execute replacement easements for the vacated easements on City owned property west of Burkhardt Place as depicted in "Exhibit C" and "Exhibit D", which are attached hereto and made part hereof; and

Section 3. The City of Chesterfield hereby authorizes the City Administrator to execute a BMP Maintenance Agreement with MSD and a new easement on City owned property west of Burkhardt Place to facilitate stormwater improvements necessary for construction of Burkhardt Place as depicted in “Exhibit E” and “Exhibit F” which are attached hereto and made part hereof; and

Section 4. This ordinance shall be codified within the Municipal Code of the City of Chesterfield.

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

\_\_\_\_\_  
Vickie McGownd, City Clerk

First Reading Held: \_01/19/2021\_\_\_\_\_

## EXHIBIT A

---

(3-Inch Area above – Leave Blank (for Recorder's Office Use Only))

**DOCUMENT TYPE:** Easement Vacation

**DATE OF DOCUMENT :** \_\_\_\_\_, 2020

**GRANTOR :** City of Chesterfield  
690 Chesterfield Parkway W.  
Chesterfield, MO 63017

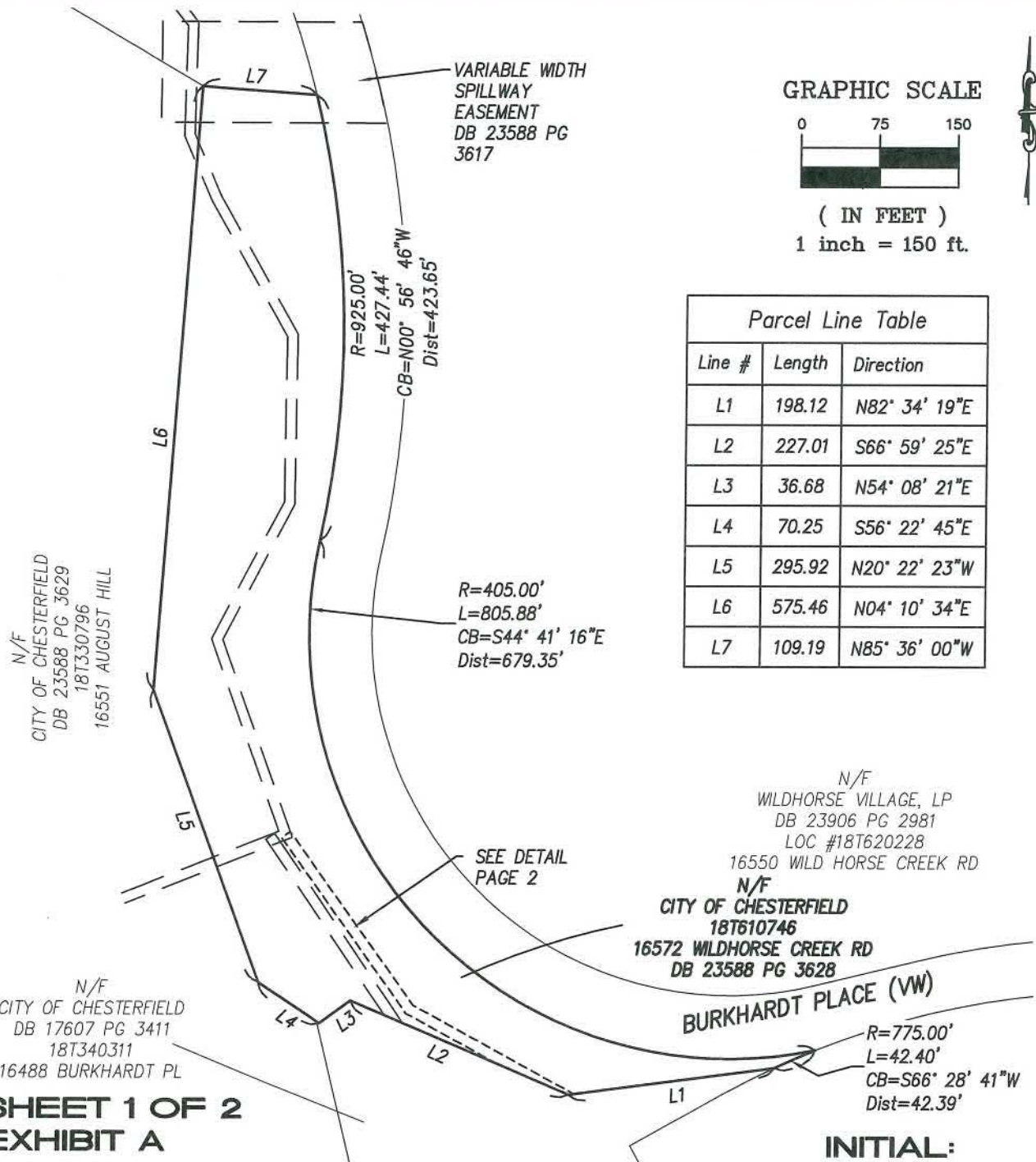
**GRANTEE :** Metropolitan St. Louis Sewer District  
2350 Market Street  
St. Louis, Missouri 63103

**PROPERTY ADDRESS:** 16572 Wild Horse Creek Road  
Chesterfield, MO 63017

**LOCATOR NO.:** 18T610746

**CITY/ MUNICIPALITY :** City of Chesterfield, MO

**LEGAL DESCRIPTION:** A tract of Land Being part of US Survey 415,  
Township 45 North, Range 4 East of the 5'th Principal  
Meridian, City of Chesterfield, St. Louis County,  
Missouri.

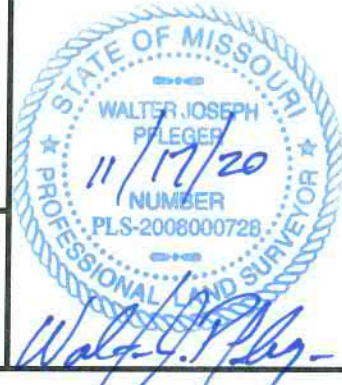


## EASEMENT VACATION PLAT

A TRACT OF LAND BEING PART OF U.S. SURVEY 415,  
TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE  
5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD,  
ST. LOUIS COUNTY, MISSOURI

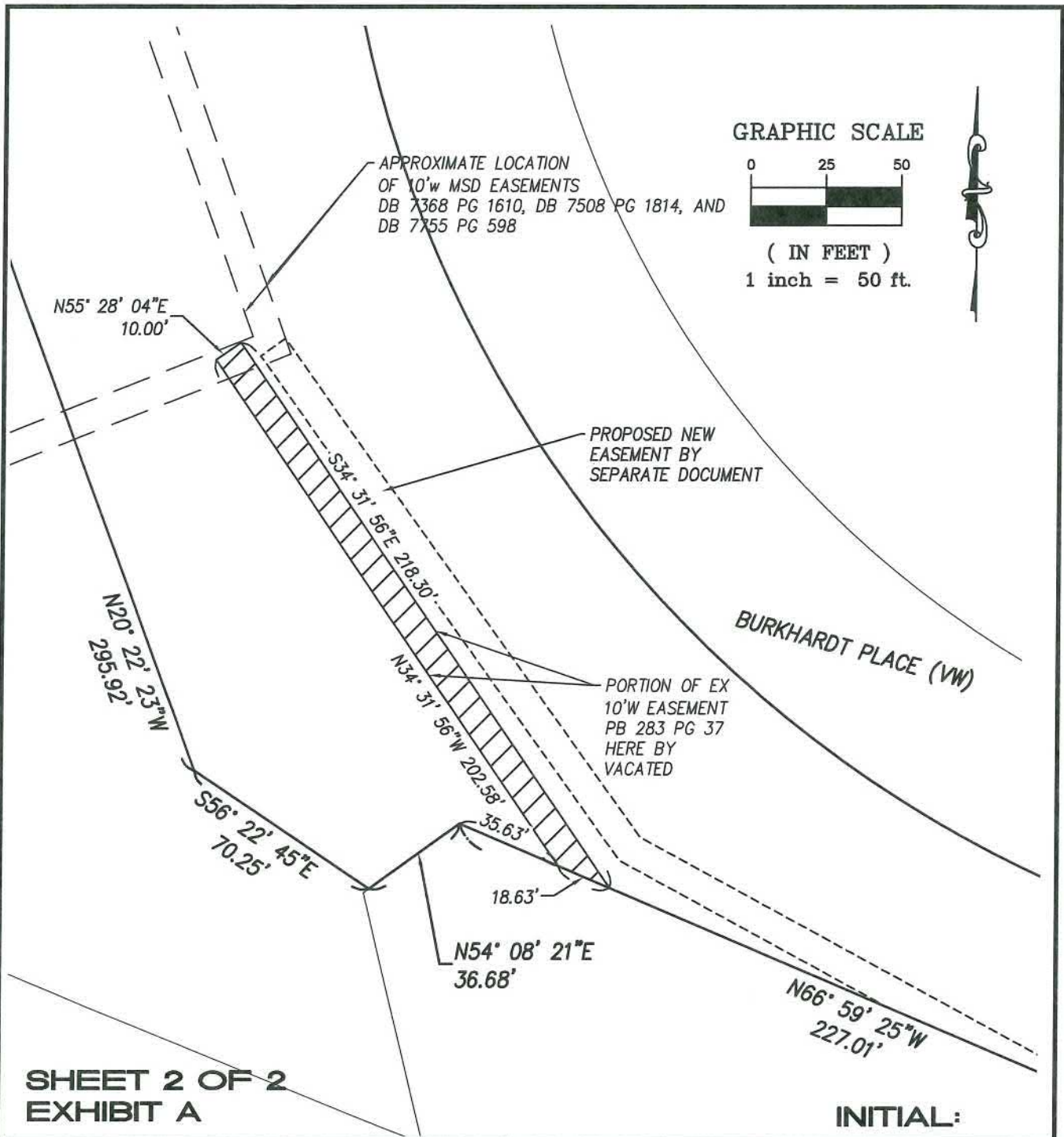
**Stock & Associates**  
**Consulting Engineers, Inc.**  
257 Chesterfield Business Parkway  
Chesterfield, MO. 63005  
(636) 530-9100

WALTER J. PFLEGER  
MO. P.L.S. # 2008-000728



DATE 11-11-2020

6670\MSD CITY CHESTER C252W VAC.DWG

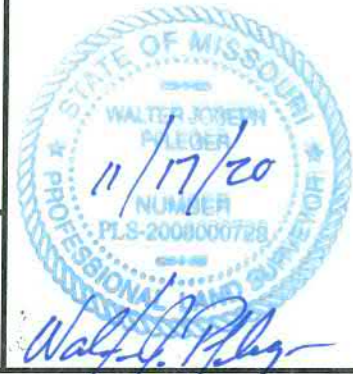


## EASEMENT VACATION PLAT

A TRACT OF LAND BEING PART OF U.S. SURVEY 415,  
TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE  
5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD,  
ST. LOUIS COUNTY, MISSOURI

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257 Chesterfield Business Parkway  
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WALTER J. PFLEGER  
MO. P.L.S. # 2008-000728



DATE 11-11-2020

6670\MSD CITY CHESTER C252W VAC.DWG

## EXHIBIT B

---

(3-Inch Area above – Leave Blank (for Recorder's Office Use Only))

**DOCUMENT TYPE:** Easement Vacation

**DATE OF DOCUMENT :** \_\_\_\_\_, 2020

**GRANTOR :** City of Chesterfield  
690 Chesterfield Parkway W.  
Chesterfield, MO 63017

**GRANTEE :** Metropolitan St. Louis Sewer District  
2350 Market Street  
St. Louis, Missouri 63103

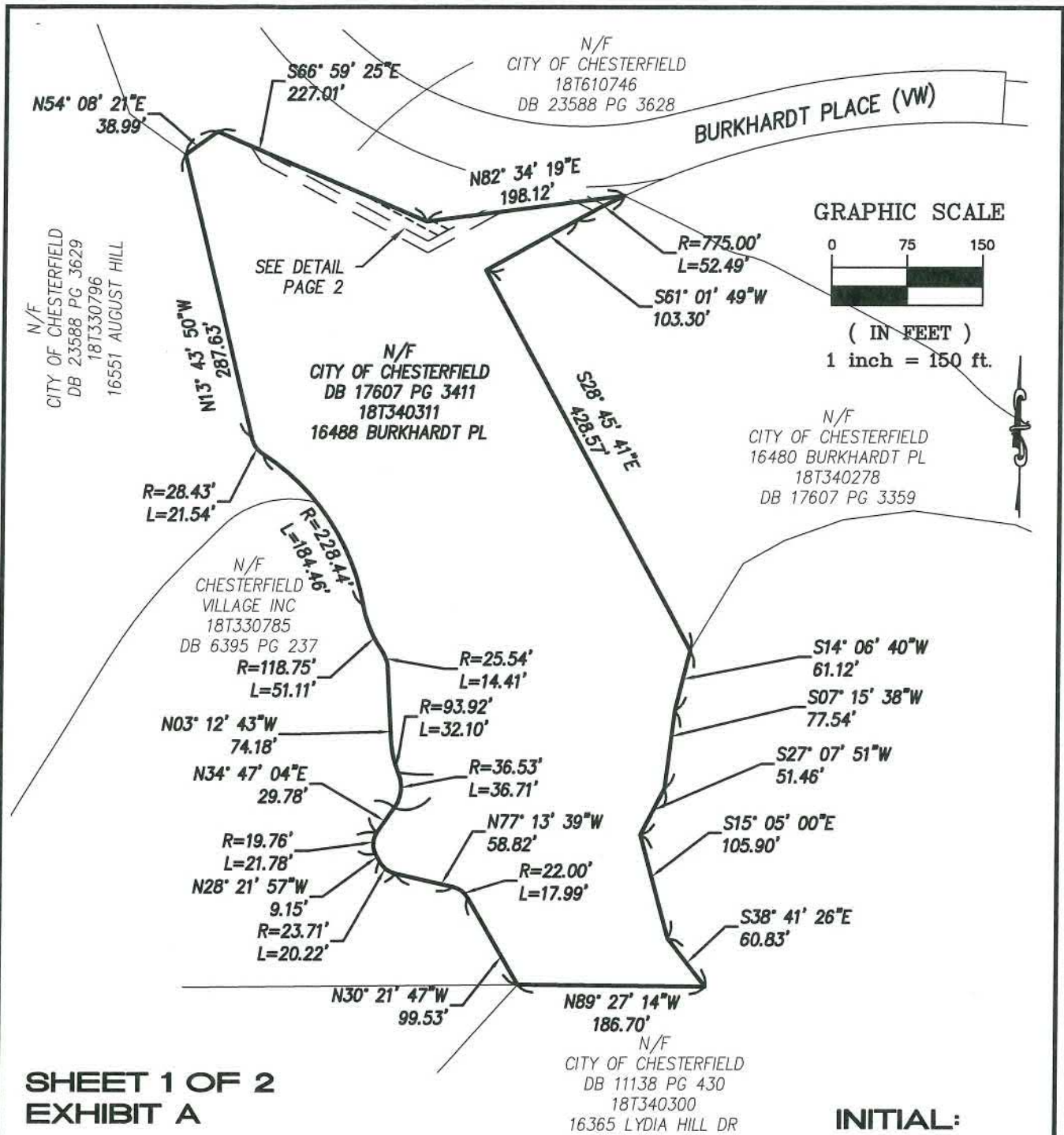
**PROPERTY ADDRESS:** 16488 Burkhardt Pl.  
Chesterfield, MO 63017

**LOCATOR NO.:** 18T340311

**CITY/ MUNICIPALITY :** City of Chesterfield, MO

**LEGAL DESCRIPTION:** A tract of Land Being part of US Survey 415,  
Township 45 North, Range 4 East of the 5'th Principal  
Meridian, City of Chesterfield, St. Louis County,  
Missouri.





## EASEMENT VACATION PLAT

A TRACT OF LAND BEING PART OF U.S. SURVEY 415,  
TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL  
MERIDIAN, CITY OF CHESTERFIELD,  
ST. LOUIS COUNTY, MISSOURI

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257 Chesterfield Business Parkway  
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(636) 530-9100

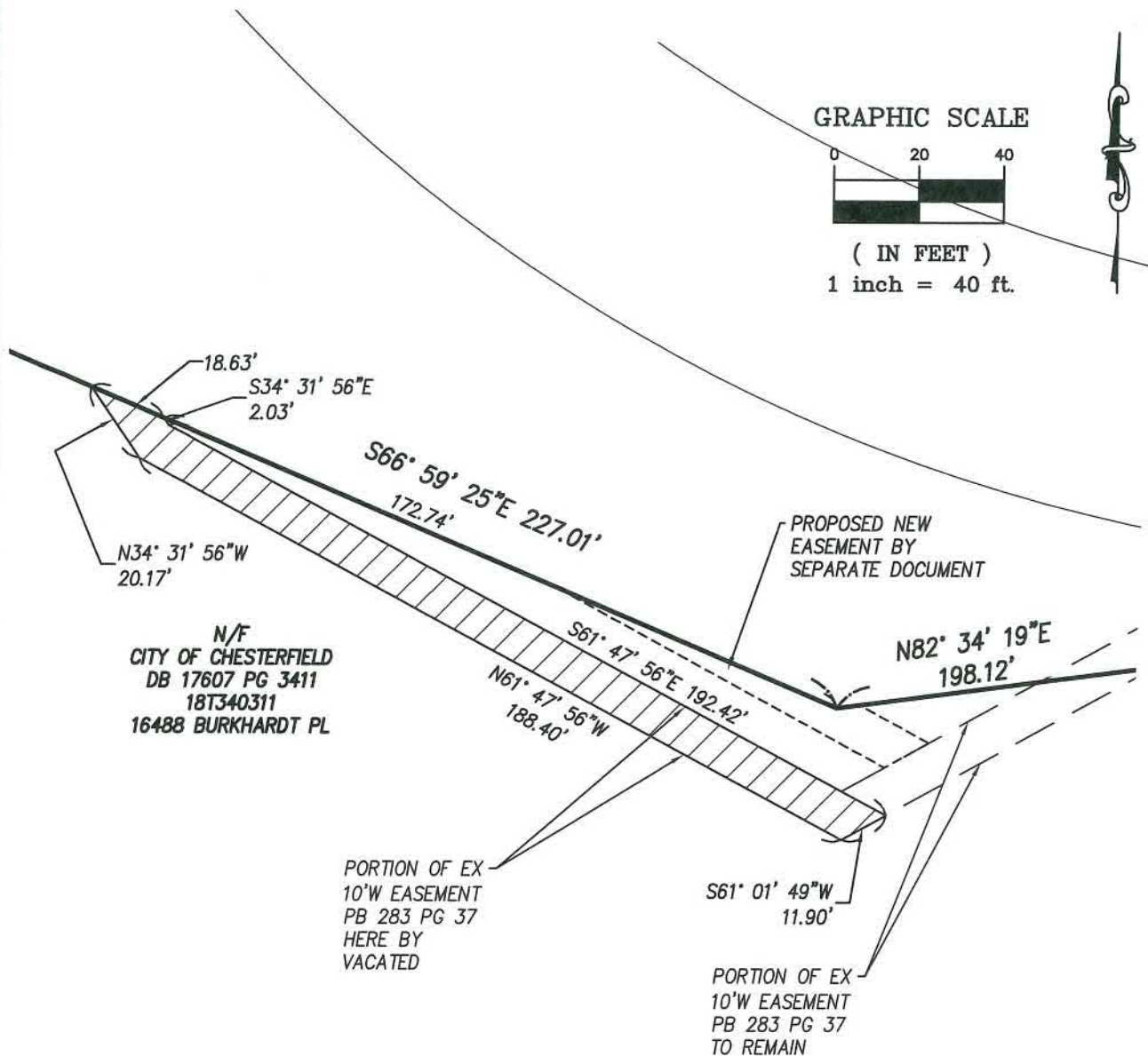
WALTER J. PFLEGER  
MO. P.L.S. # 2008-000728



DATE 11-17-2020

6670\MSD 18T340311 VAC.DWG





**SHEET 2 OF 2**  
**EXHIBIT A**

**INITIAL:**

### EASEMENT VACATION PLAT

A TRACT OF LAND BEING PART OF U.S. SURVEY 415,  
TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL  
MERIDIAN, CITY OF CHESTERFIELD,  
ST. LOUIS COUNTY, MISSOURI

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(636) 530-9100

WALTER J. PFLEGER  
MO. P.L.S. # 2008-000728



DATE 11-17-2020

6670\MSD 18T340311 VAC.DWG

EXHIBIT C

---

(3-Inch Area above – Leave Blank (for Recorder’s Office Use Only))

**DOCUMENT TYPE:** Easement

**DATE OF DOCUMENT :** \_\_\_\_\_, 2020

**GRANTOR :** City of Chesterfield  
690 Chesterfield Parkway W.  
Chesterfield, MO 63017

**GRANTEE :** Metropolitan St. Louis Sewer District  
2350 Market Street  
St. Louis, Missouri 63103

**PROPERTY ADDRESS:** 16572 Wild Horse Creek Rd.  
Chesterfield, MO 63017

**LOCATOR NO.:** 18T610746

**CITY/ MUNICIPALITY :** City of Chesterfield, MO

**LEGAL DESCRIPTION:** A tract of Land Being part of US Survey 415,  
Township 45 North, Range 4 East of the 5'th  
Principal Meridian, City of Chesterfield, St. Louis  
County, Missouri.

EASEMENT

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it in hand paid by The Metropolitan St. Louis Sewer District, the receipt of which is hereby acknowledged, does hereby give, grant, extend, and confer on The Metropolitan St. Louis Sewer District the exclusive right to build and maintain a sewer or sewers, including stormwater improvements, on the strip or strips of ground described as shown hachured on the attached "Easement Plat" marked Exhibit "A" and made a part hereof, and to use such additional space adjacent to the easement(s) so granted as may be required for working room during the construction, reconstruction, maintenance, or repair of the aforementioned sewer or sewers, including stormwater improvements. The Metropolitan St. Louis Sewer District may from time to time enter upon said premises to construct, reconstruct, maintain, or repair the aforesaid sewer or sewers, including stormwater improvements, and may assign its rights herein to the State, County, City, or other political subdivisions of the State. The easement(s) hereby granted is(are) irrevocable and shall continue forever.

IN WITNESS WHEREOF, the said \_\_\_\_\_ has caused these presents to be signed by its \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Name of Corporation)

By \_\_\_\_\_

Attest:

\_\_\_\_\_  
Officer

\_\_\_\_\_  
Secretary

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say he/she is \_\_\_\_\_ of \_\_\_\_\_ and that said instrument was signed in behalf of said corporation by authority of its Board of \_\_\_\_\_, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

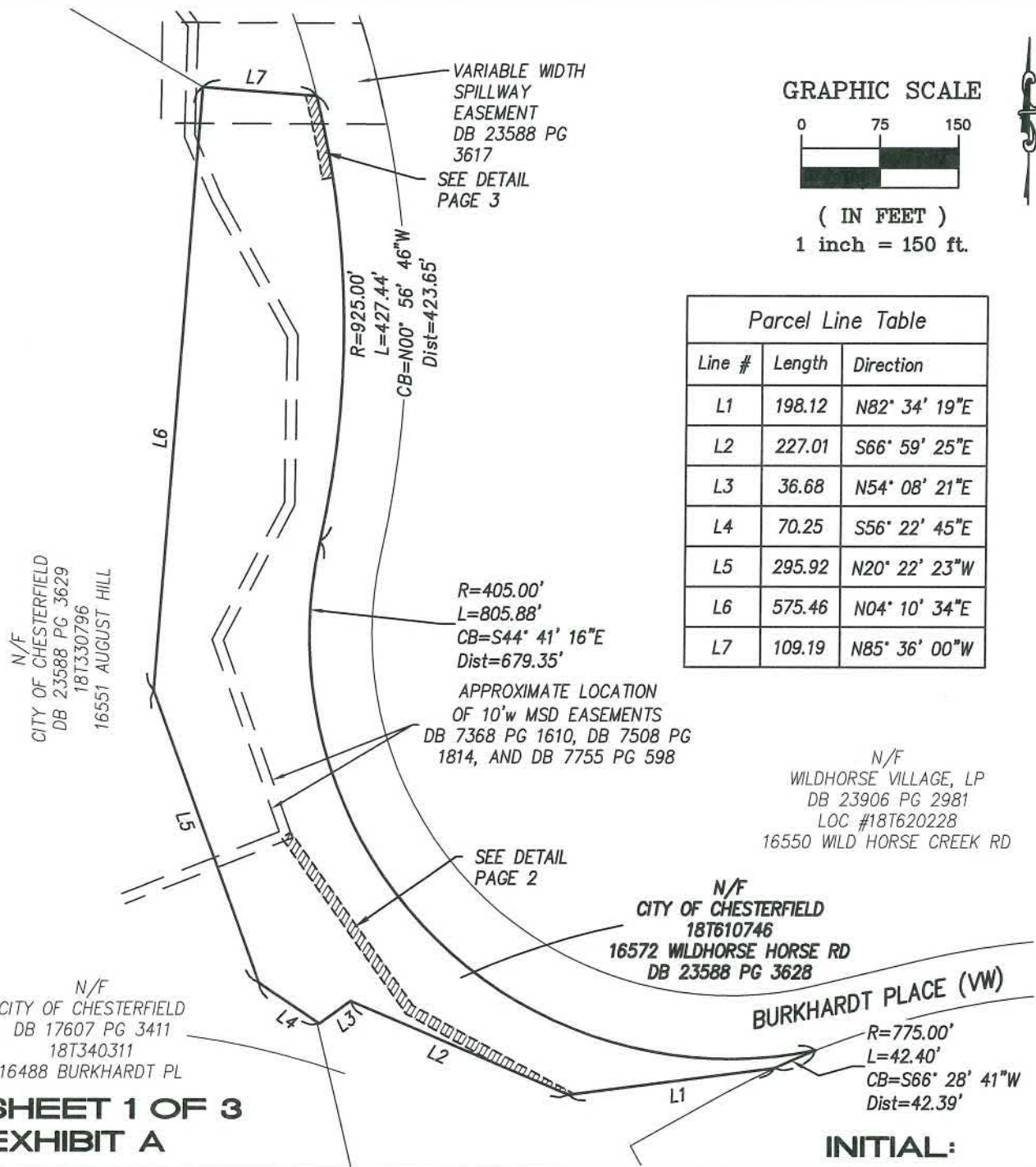
IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year first above written.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

MSD/ENG. 3.10 – Corp - Standard Esmt.





**SHEET 1 OF 3  
EXHIBIT A**

## EASEMENT PLAT

A TRACT OF LAND BEING PART OF U.S. SURVEY 415,  
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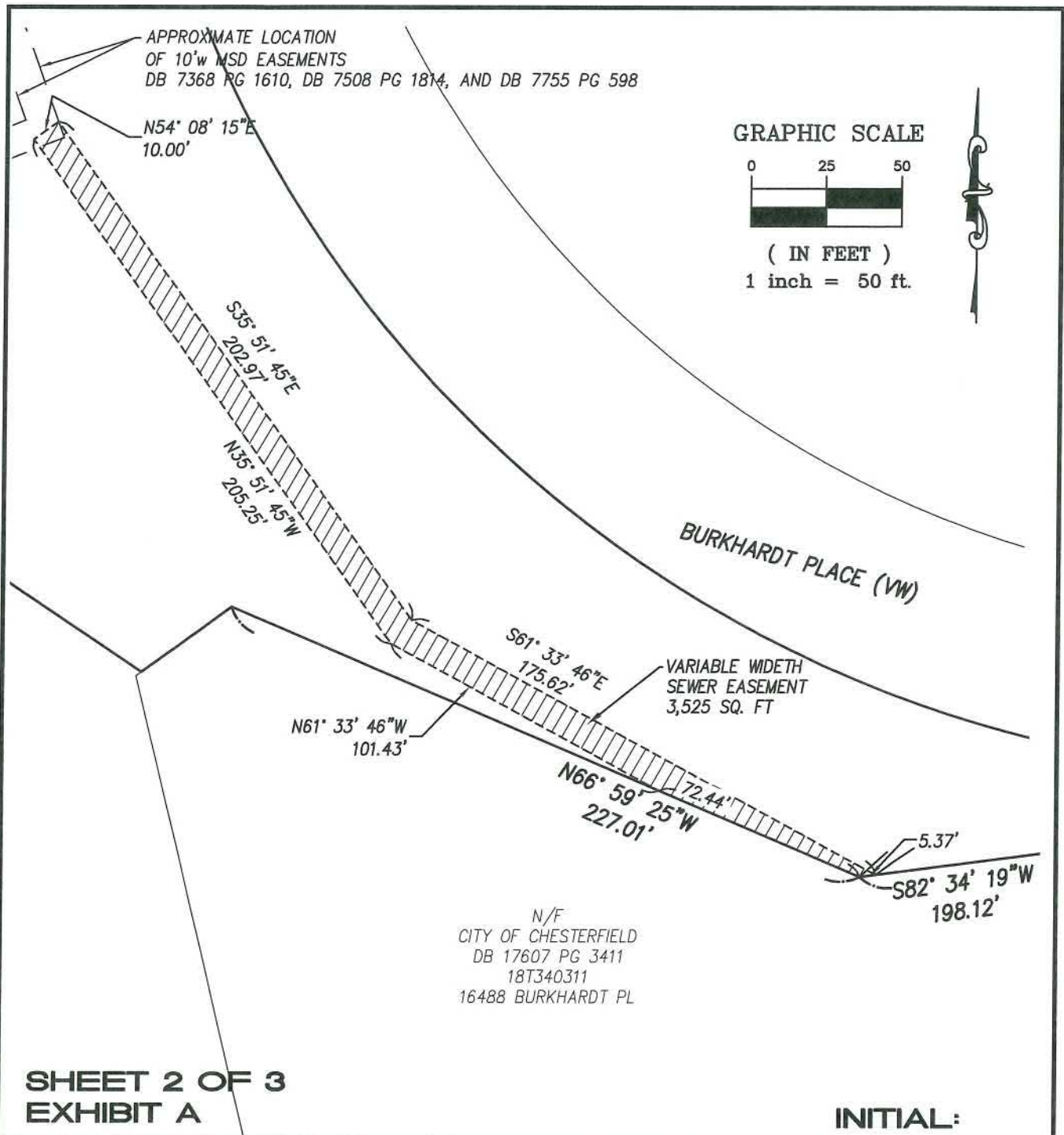
WALTER J. PFLEGER  
MO. P.L.S. # 2008-000728



DATE 11-17-2020

6670\MSD CITY CHESTER C252W.DWG

WILDHORSE VILLAGE STORM SEWER PLANS  
20MSD-00335



**EASEMENT PLAT**

A TRACT OF LAND BEING PART OF U.S. SURVEY 415,  
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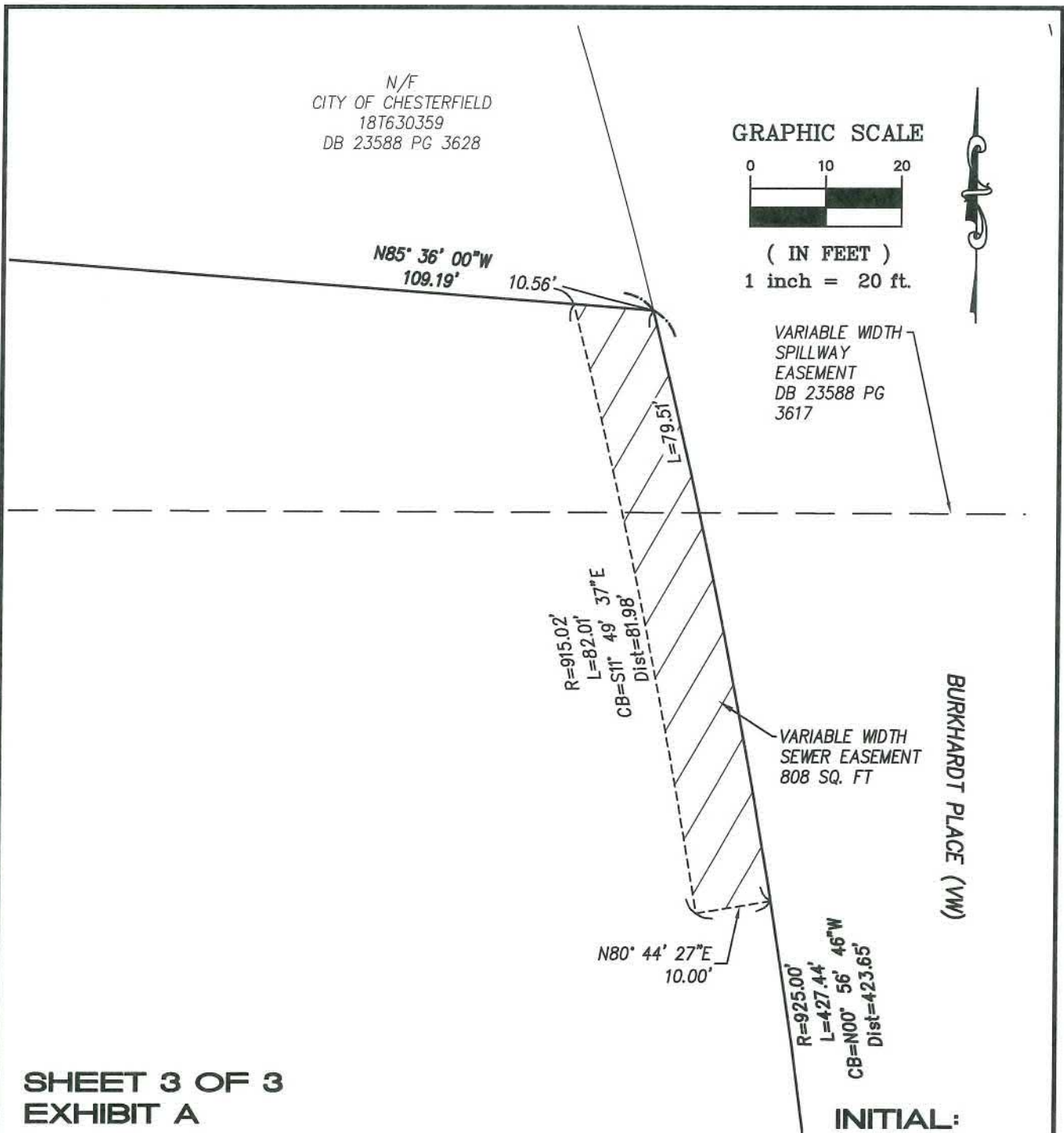
WALTER J. PFLEGER  
MO. P.L.S. # 2008-000728



DATE 11-17-2020

6670\MSD CITY CHESTER C252W.DWG





## EASEMENT PLAT

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Chesterfield, MO. 63005  
(636) 530-9100

WALTER J. PFLEGER  
MO. P.L.S. # 2008-000728



*Walter J. Pfleger*

DATE 11-17-2020

6670\MSD CITY CHESTER C252W.DWG

EXHIBIT D

---

(3-Inch Area above – Leave Blank (for Recorder’s Office Use Only))

**DOCUMENT TYPE:** Easement

**DATE OF DOCUMENT :** \_\_\_\_\_, 2020

**GRANTOR :** City of Chesterfield  
690 Chesterfield Parkway W.  
Chesterfield, MO 63017

**GRANTEE :** Metropolitan St. Louis Sewer District  
2350 Market Street  
St. Louis, Missouri 63103

**PROPERTY ADDRESS:** 16488 Burkhardt Pl.  
Chesterfield, MO 63017

**LOCATOR NO.:** 18T340311

**CITY/ MUNICIPALITY :** City of Chesterfield, MO

**LEGAL DESCRIPTION:** A tract of Land Being part of US Survey 415,  
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Meridian, City of Chesterfield, St. Louis County,  
Missouri.



EASEMENT

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it in hand paid by The Metropolitan St. Louis Sewer District, the receipt of which is hereby acknowledged, does hereby give, grant, extend, and confer on The Metropolitan St. Louis Sewer District the exclusive right to build and maintain a sewer or sewers, including stormwater improvements, on the strip or strips of ground described as shown hachured on the attached "Easement Plat" marked Exhibit "A" and made a part hereof, and to use such additional space adjacent to the easement(s) so granted as may be required for working room during the construction, reconstruction, maintenance, or repair of the aforementioned sewer or sewers, including stormwater improvements. The Metropolitan St. Louis Sewer District may from time to time enter upon said premises to construct, reconstruct, maintain, or repair the aforesaid sewer or sewers, including stormwater improvements, and may assign its rights herein to the State, County, City, or other political subdivisions of the State. The easement(s) hereby granted is(are) irrevocable and shall continue forever.

IN WITNESS WHEREOF, the said \_\_\_\_\_ has caused these presents to be signed by its \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Name of Corporation)

By \_\_\_\_\_

Attest:

\_\_\_\_\_  
Officer

\_\_\_\_\_  
Secretary

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

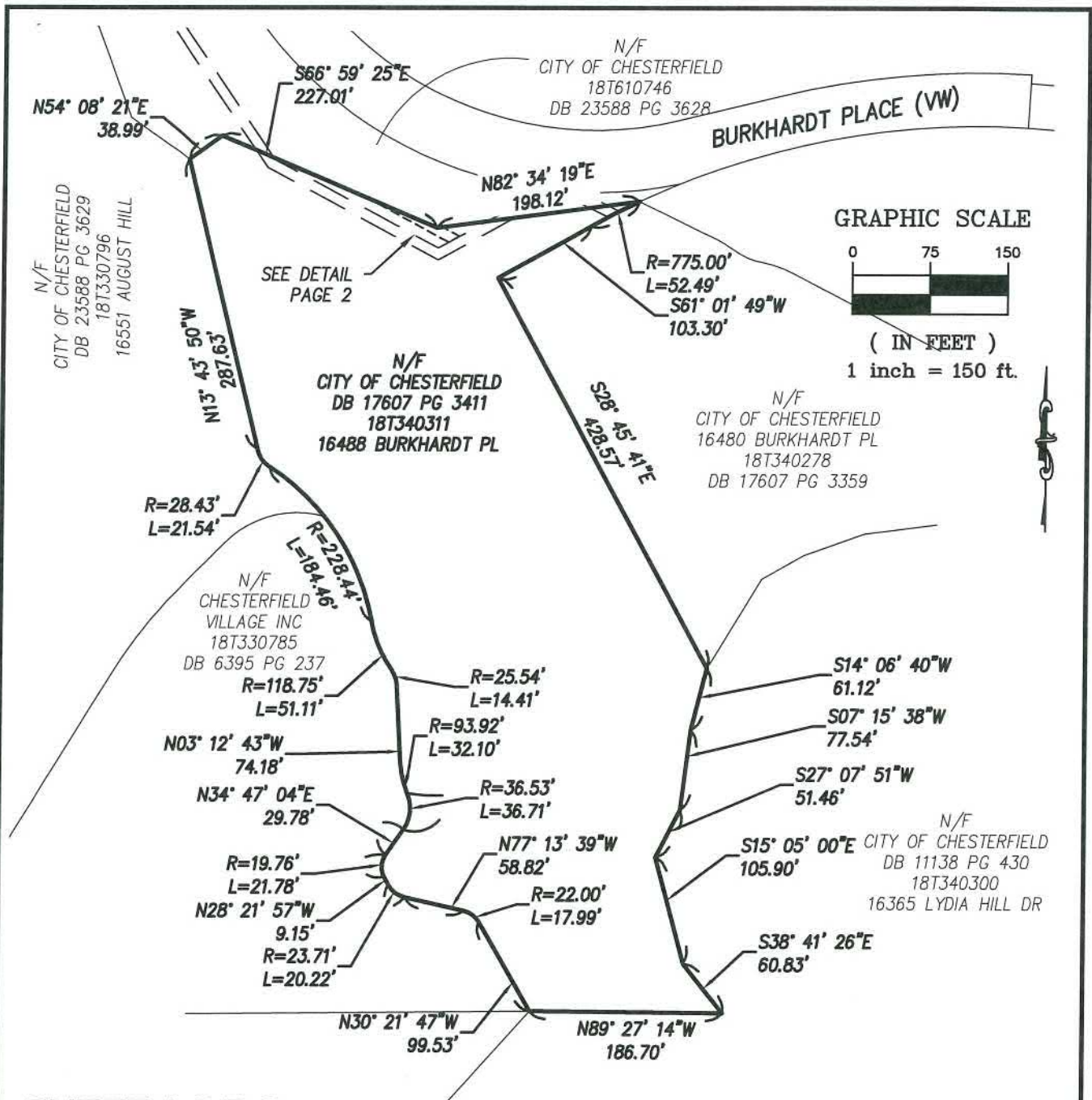
On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say he/she is \_\_\_\_\_ of \_\_\_\_\_ and that said instrument was signed in behalf of said corporation by authority of its Board of \_\_\_\_\_, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year first above written.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

MSD/ENG. 3.10 – Corp - Standard Esmt.



**SHEET 1 OF 2  
EXHIBIT A**

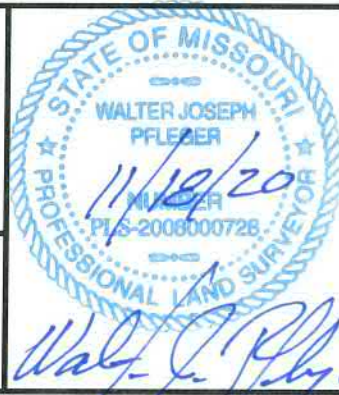
**INITIAL:**

## EASEMENT PLAT

A TRACT OF LAND BEING PART OF U.S. SURVEY 415,  
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MERIDIAN, CITY OF CHESTERFIELD,  
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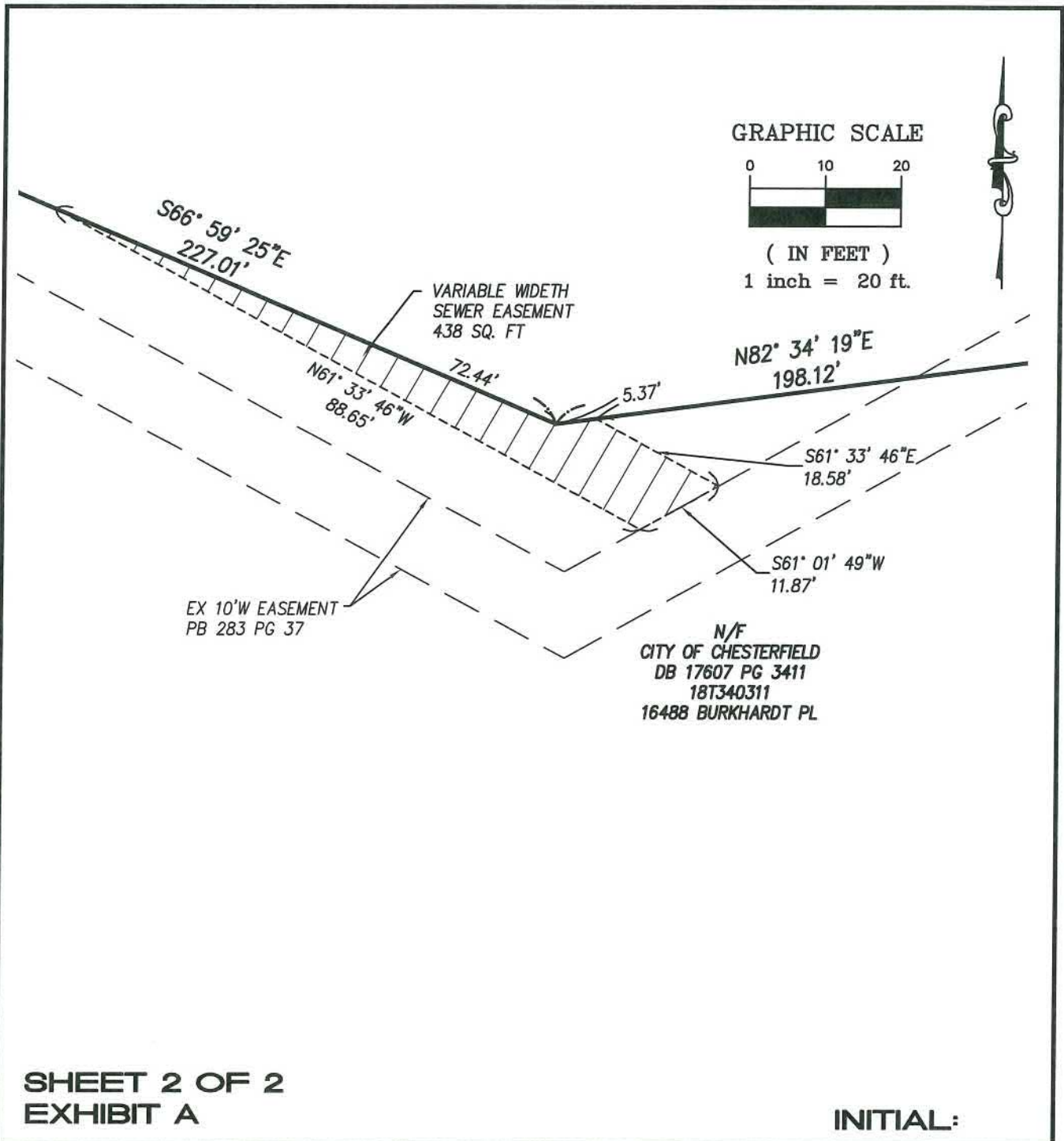
WALTER J. PFLEGER  
MO. P.L.S. # 2008-000728



DATE 11-18-2020

6670\MSD 18T340311.DWG





**SHEET 2 OF 2**  
**EXHIBIT A**

**INITIAL:**

### EASEMENT PLAT

A TRACT OF LAND BEING PART OF U.S. SURVEY 415,  
TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL  
MERIDIAN, CITY OF CHESTERFIELD,  
ST. LOUIS COUNTY, MISSOURI

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Consulting Engineers, Inc.  
257 Chesterfield Business Parkway  
Chesterfield, MO. 63005  
(636) 530-9100

WALTER J. PFLEGER  
MO. P.L.S. # 2008-000728



DATE 11-18-2020

6670\MSD 18T340311.DWG

## EXHIBIT E

---

(3-Inch Area above – Leave Blank (for Recorder's Office Use Only))

**DOCUMENT TYPE:** Maintenance Agreement

**DATE OF DOCUMENT :** \_\_\_\_\_, 2020

**GRANTOR :** City of Chesterfield  
690 Chesterfield Parkway W.  
Chesterfield, MO 63017

**GRANTEE :** Metropolitan St. Louis Sewer District  
2350 Market Street  
St. Louis, Missouri 63103

**PROPERTY ADDRESS:** 16573 Wild Horse Creek Rd.  
Chesterfield, MO 63017

**LOCATOR NO.:** 18T610746

**CITY/ MUNICIPALITY :** City of Chesterfield, MO

**LEGAL DESCRIPTION:** A tract of Land Being part of US Survey 415,  
Township 45 North, Range 4 East of the 5'th  
Principal Meridian, City of Chesterfield, St. Louis  
County, Missouri.

## **MAINTENANCE AGREEMENT**

KNOW ALL PERSONS BY THESE PRESENTS, City of Chesterfield, a Missouri municipality, for and in consideration of the approval of sewer plans and of the issuance of a sewer permit by The Metropolitan St. Louis Sewer District for storm water management facilities according to plans to be approved by said District for Burkhardt Place to be constructed as part of a development known as Wildhorse Village Storm Sewer Plans, 20MSD-00335 in Chesterfield, Missouri, and other good and valuable considerations, do hereby agree and promise, as follows:

1. To build and construct stormwater management facilities, including Best Management Practices (BMP), basins, drainage facilities, appurtenances and sewer lines, in accordance with the design, plans and report, submitted to and approved by The Metropolitan St. Louis Sewer District. The stormwater management facilities are to be perpetually located within the dimensioned and reserved area, as shown hachured on the exhibit "A" as attached hereto and made a part hereof.
2. To maintain and operate the stormwater management facilities in conformity with the approved Stormwater Management Facilities Report.
3. To maintain all pipes and drains in good working order and maintain all walls, dikes, vegetation, filter media, and any other requisite appurtenances and improvements for the retention and management of stormwater in good repair.
4. That in the event City of Chesterfield or its successor in title to said property shall fail to maintain the stormwater management facilities, BMP, basins, drainage facilities, appurtenances and sewer lines in accordance with this agreement, The Metropolitan St. Louis Sewer District shall be permitted to enter onto the property and make the repairs and corrections and perform such maintenance as it deems necessary and bill the owners of said property for the services performed. It is further agreed that in the event said bill or charge for the services performed shall not be paid within a period of thirty (30) days said sum shall become a lien on the real property and shall accrue interest at a rate of eight percent (8%) per annum until paid in full.

5. This agreement is irrevocable and shall continue forever unless notified in writing by the Metropolitan St. Louis Sewer District whose consent to modification shall not be unreasonably withheld.
6. The individual and any organization executing this document represent and warrant that the individual and as applicable the organization are fully authorized to do so.

Execution by Electronic Signature, Telefax or Electronic Transmission. The parties agree that they will be bound by an electronic sound, symbol or process, executed or adopted by the party with the intent to sign the document. This document may be executed by telefax, or by electronic mail as a portable digital format (.pdf) document, either of which shall constitute an original signature for all purposes.

Reproduction of Document. This document may be stored &/or reproduced by each party by electronic format in lieu of an original.



IN WITNESS WHEREFORE, the \_\_\_\_\_  
has caused these presents to be signed by its \_\_\_\_\_  
and its seal to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Print Name & Title

ATTEST: \_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Print Name & Title

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me appeared  
\_\_\_\_\_ to me personally  
known, who being by me duly sworn, did say they are  
\_\_\_\_\_ of  
\_\_\_\_\_ and in behalf of  
said municipality, acknowledged to me that (s)he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year  
first above written.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the parties hereto have duly executed these presents to be signed by the Director of Engineering for The Metropolitan St. Louis Sewer District.

THE METROPOLITAN ST. LOUIS SEWER DISTRICT

BY:

\_\_\_\_\_  
Richard L. Unverferth, P.E.  
Director of Engineering

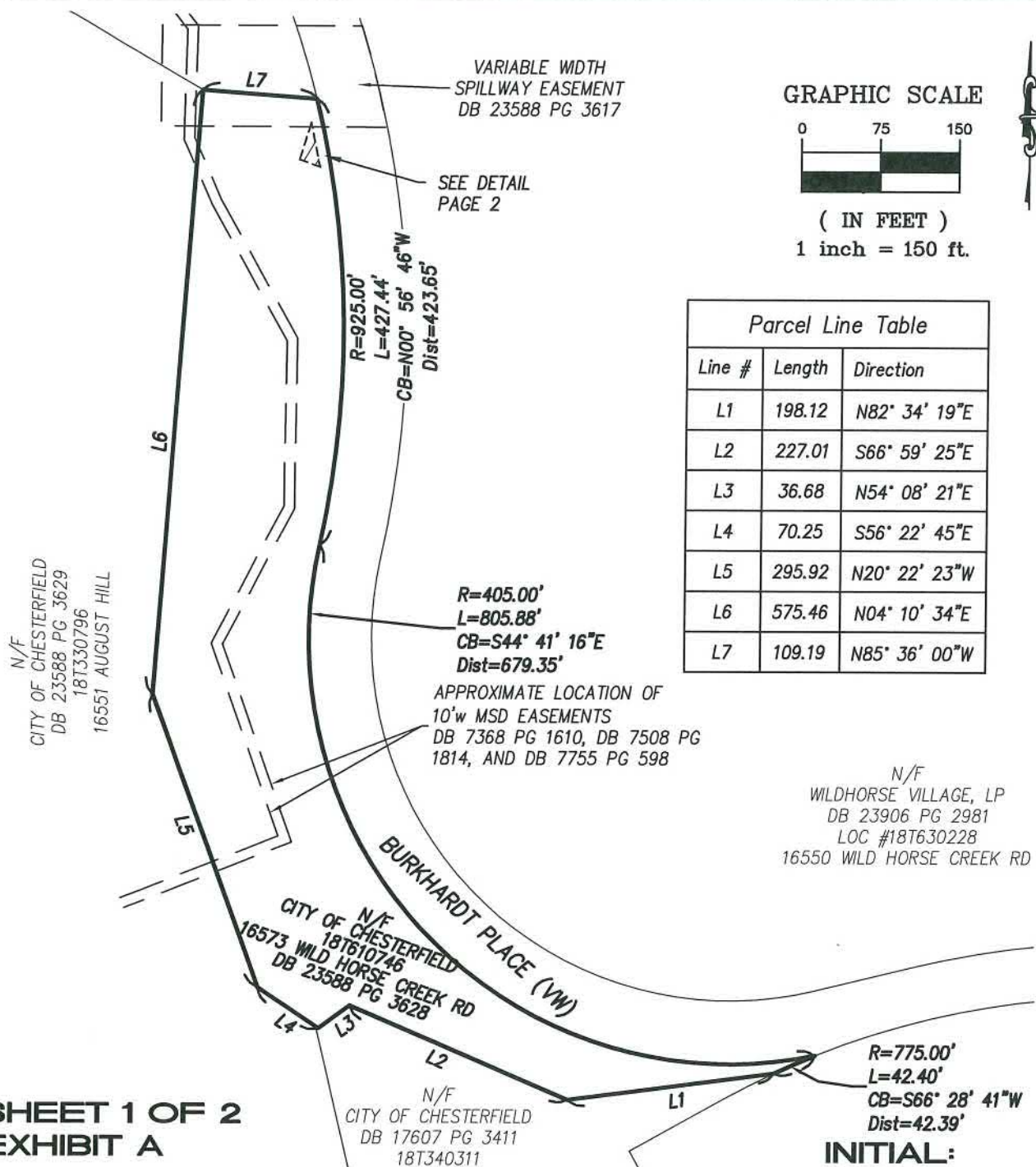
STATE OF MISSOURI            )  
                                          ) SS.  
\_\_\_\_\_ OF ST. LOUIS    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Richard Unverferth to me personally known, who being by me duly sworn, did say that he is the Director of Engineering, of THE METROPOLITAN ST. LOUIS SEWER DISTRICT and that said instrument was signed and sealed in behalf of said THE METROPOLITAN ST. LOUIS SEWER DISTRICT by authority of its Board of Trustees and said Richard Unverferth acknowledged said instrument to be the free act and deed of said THE METROPOLITAN ST. LOUIS SEWER DISTRICT.

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

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



**SHEET 1 OF 2  
EXHIBIT A**

## BMP RESERVE AREA PLAT

A TRACT OF LAND BEING PART OF U.S. SURVEY 415,  
TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL  
MERIDIAN, CITY OF CHESTERFIELD,  
ST. LOUIS COUNTY, MISSOURI

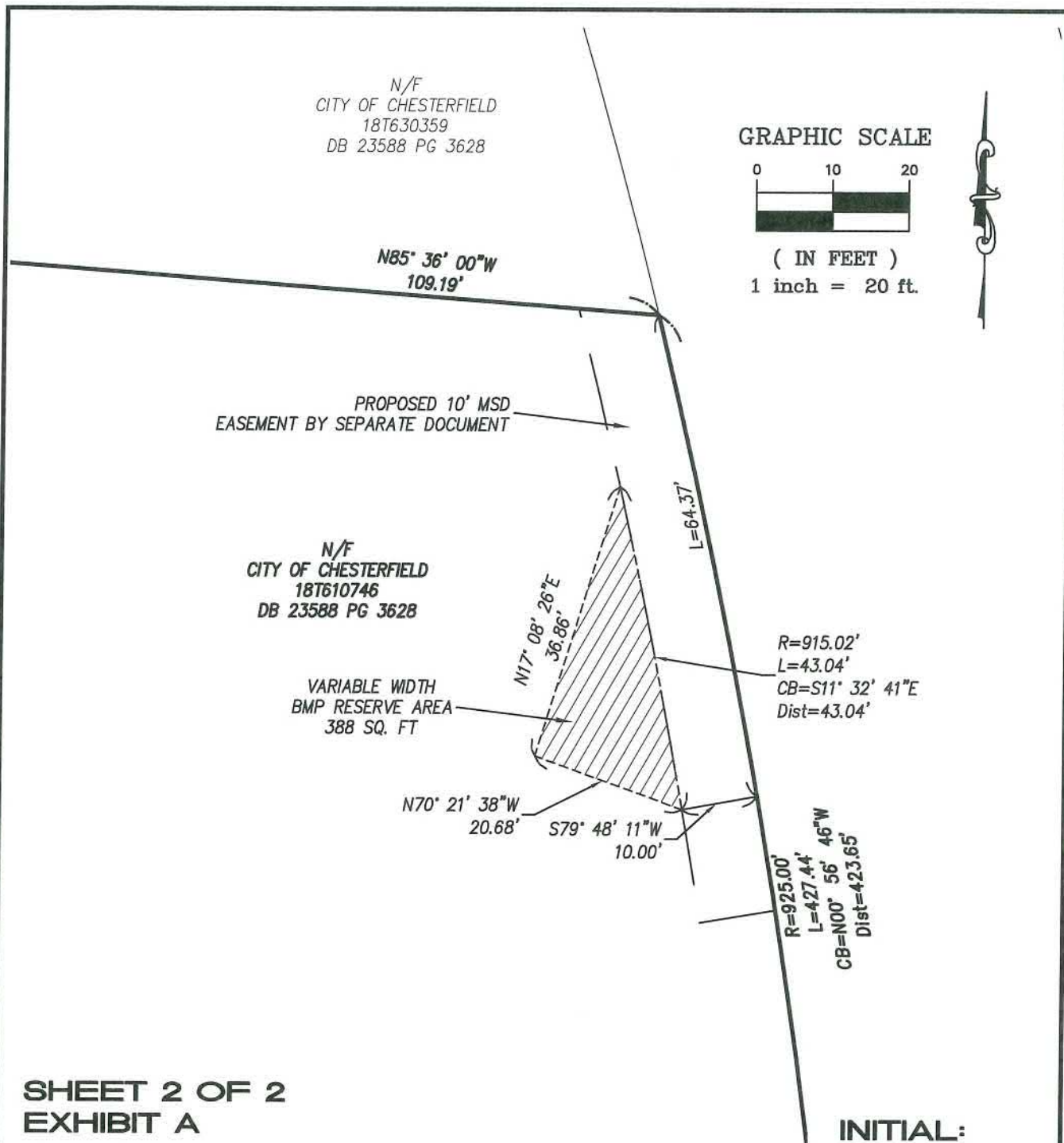
**Stock & Associates**  
**Consulting Engineers, Inc.**  
257 Chesterfield Business Parkway  
Chesterfield, MO. 63005  
(636) 530-9100

WALTER J. PFLEGER  
MO. P.L.S. # 2008-000728



DATE 11-17-2020

6670\MSD CITY CHESTER C252W BMP.DWG



## BMP RESERVE AREA PLAT

A TRACT OF LAND BEING PART OF U.S. SURVEY 415,  
TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL  
MERIDIAN, CITY OF CHESTERFIELD,  
ST. LOUIS COUNTY, MISSOURI

Stock & Associates  
Consulting Engineers, Inc.  
257 Chesterfield Business Parkway  
Chesterfield, MO. 63005  
(636) 530-9100

WALTER J. PFLEGER  
MO. P.L.S. # 2008-000728



DATE 11-17-2020

6670\MSD CITY CHESTER C252W BMP.DWG

## EXHIBIT F

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(3-Inch Area above – Leave Blank (for Recorder's Office Use Only))

**DOCUMENT TYPE:** Easement

**DATE OF DOCUMENT :** \_\_\_\_\_, 2020

**GRANTOR :** City of Chesterfield  
690 Chesterfield Parkway W.  
Chesterfield, MO 63017

**GRANTEE :** Metropolitan St. Louis Sewer District  
2350 Market Street  
St. Louis, Missouri 63103

**PROPERTY ADDRESS:** 16568 Wild Horse Creek Rd.  
Chesterfield, MO 63017

**LOCATOR NO.:** 18T630359

**CITY/ MUNICIPALITY :** City of Chesterfield, MO

**LEGAL DESCRIPTION:** A tract of Land Being part of US Survey 415,  
Township 45 North, Range 4 East of the 5'th Principal  
Meridian, City of Chesterfield, St. Louis County,  
Missouri.



EASEMENT

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it in hand paid by The Metropolitan St. Louis Sewer District, the receipt of which is hereby acknowledged, does hereby give, grant, extend, and confer on The Metropolitan St. Louis Sewer District the exclusive right to build and maintain a sewer or sewers, including stormwater improvements, on the strip or strips of ground described as shown hachured on the attached "Easement Plat" marked Exhibit "A" and made a part hereof, and to use such additional space adjacent to the easement(s) so granted as may be required for working room during the construction, reconstruction, maintenance, or repair of the aforementioned sewer or sewers, including stormwater improvements. The Metropolitan St. Louis Sewer District may from time to time enter upon said premises to construct, reconstruct, maintain, or repair the aforesaid sewer or sewers, including stormwater improvements, and may assign its rights herein to the State, County, City, or other political subdivisions of the State. The easement(s) hereby granted is(are) irrevocable and shall continue forever.

IN WITNESS WHEREOF, the said \_\_\_\_\_ has caused these presents to be signed by its \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Name of Corporation)

By \_\_\_\_\_

Attest:

\_\_\_\_\_  
Officer

\_\_\_\_\_  
Secretary

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say he/she is \_\_\_\_\_ of \_\_\_\_\_ and that said instrument was signed in behalf of said corporation by authority of its Board of \_\_\_\_\_, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

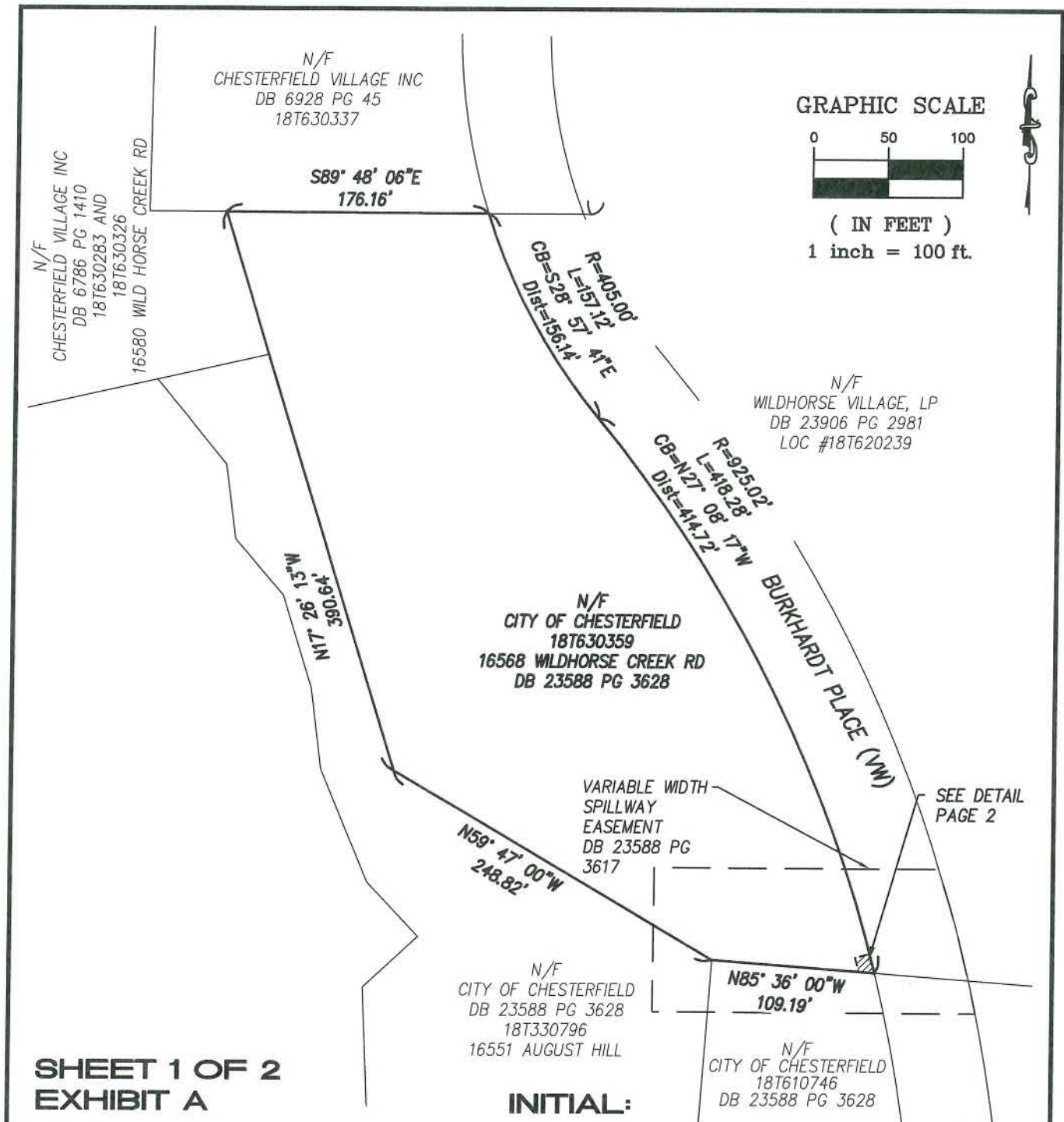
IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year first above written.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

MSD/ENG. 3.10 – Corp - Standard Esmt.





## EASEMENT PLAT

A TRACT OF LAND BEING PART OF U.S. SURVEY 415,  
TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE  
5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD,  
ST. LOUIS COUNTY, MISSOURI

**Stock & Associates**  
**Consulting Engineers, Inc.**  
257 Chesterfield Business Parkway  
Chesterfield, MO. 63005  
(636) 530-9100

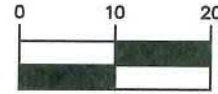
WALTER J. PFLEGER  
MO. P.L.S. # 2008-000728



DATE 11-18-2020

6670\MSD\18T630359.DWG

GRAPHIC SCALE



( IN FEET )

1 inch = 20 ft.



N/F  
CITY OF CHESTERFIELD  
18T630359  
16568 WILDHORSE CREEK RD  
DB 23588 PG 3628

VARIABLE WIDTH  
SPILLWAY  
EASEMENT  
DB 23588 PG  
3617

VARIABLE WIDTH  
SEWER EASEMENT  
115 SQ. FT  
R=915.02'  
L=9.74'  
CB=S14° 41' 58"E  
Dist=9.74'

BURKHARDT PLACE (WN)  
R=925.02'  
L=418.28'  
CB=N27° 08' 17"W  
Dist=414.72'

S75° 09' 14"W  
10.00'

N85° 36' 00"W  
109.19'

10.56'

SHEET 2 OF 2  
EXHIBIT A

INITIAL:

EASEMENT PLAT

A TRACT OF LAND BEING PART OF U.S. SURVEY 415,  
TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE  
5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD,  
ST. LOUIS COUNTY, MISSOURI

Stock & Associates  
Consulting Engineers, Inc.  
257 Chesterfield Business Parkway  
Chesterfield, MO. 63005  
(636) 530-9100

WALTER J. PFLEGER  
MO. P.L.S. # 2008-000728



DATE 11-18-2020

6670\MSD\18T630359.DWG

## Memorandum

### Department of Public Works



**TO:** Michael O. Geisel, P.E.  
City Administrator

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

**DATE:** December 23, 2020

**RE:** Monarch - Chesterfield Levee Trail Easements

---

As you know, the Public Works Staff has been pursuing the construction of Phase VI of the Monarch-Chesterfield Levee Trail for some time. This section of the Levee Trail will fill the missing gap from I-64 to the northeast corner of Top Golf (see the attached map). Please note that once constructed Phase VI will complete the City's plans for the Levee Trail, allowing trail users to travel on or near the Monarch-Chesterfield Levee from Long Road (near Edison Avenue) to Centaur Road. It is worth noting that if the railroad tracks connecting Centaur Road / Eatherton Road to Long Road (near Edison Avenue) are ever abandoned that section of railroad could potentially be converted to a trail, creating a full "loop" around Chesterfield Valley. However, such a "loop" is impractical at this time, with the railroad in operation. Accordingly, the City of Chesterfield has no additional plans for the Levee Trail once Phase VI is constructed.

Engineering plans for Phase VI of the Levee Trail are complete, and these plans have been approved by the US Army Corp of Engineers, the Monarch-Chesterfield Levee District, MSD, and MODOT. Once the Monarch-Chesterfield Levee District completes its project to the improve and enhance the Levee, the Levee will be prepared for trail construction. However, the City cannot award a project or commence construction of the trail until it acquires the necessary easements.

Phase VI of the Monarch-Chesterfield Levee Trail affects six properties, as detailed in the attached memorandum from Civil Engineer Steve Merk. The majority of Phase VI will be located on four parcels, each of which is owed in part by four separate trusts. The appraised value of the easements required over these four parcels is \$25,335. The easements required over the remaining two parcels are much smaller and are appraised at \$2,423 and \$200. The total appraised value of the easements required is \$27,958. These easements are all located within the limits of the Monarch-Chesterfield Levee.

Previous correspondence with the property owners leads the City Staff to believe that it will be difficult, if not impossible, to negotiate easement terms over these properties. Accordingly, we have consulted with the City Attorney to ensure that any and all actions taken by the City are proper and lawful should the matter proceed to condemnation. In response, the City Attorney has recommended that the City Council pass an ordinance authorizing the City Staff to make a financial offer and negotiate terms for the acquisition of these easements. Further, if the City Staff cannot acquire the necessary easements, the ordinance authorizes the City Attorney to file a petition of condemnation.

Please be advised that, if approved, condemnation will be a “last resort” regarding the acquisition of these easements. The City Staff will attempt to acquire the easements by paying the appraised value and will offer to negotiate with the property owners. That said, if the property owners will not negotiate, or we cannot come to terms, the matter will proceed to condemnation.

There is simply no way for the City to construct Phase VI of the Monarch-Chesterfield Levee Trail without acquiring easements from the underlying property owners. Accordingly, if the City Council desires to fill the 1.5 mile gap of the Levee Trail from I64 to Top Golf it is my recommendation that the City Council pass the attached ordinances authorizing Staff to negotiate for these easements and initiate condemnation if necessary.

#### **Action Recommended**

This matter should be forwarded to the Planning and Public Works Committee for consideration. Should PPW concur with Staff’s recommendation it should vote to recommend approval of the attached ordinances to the full City Council.

**Please forward to PPW for review and consideration.**

 **2020-12-23**

**Note: The easement for 16849 N. Outer 40 Road has been acquired;  
the associated ordinance has been removed.**



# Memorandum

## Department of Public Works



TO: Jim Eckrich, P.E.  
Public Works Director / City Engineer

FROM: Steve Merk, P.E. *Sm*  
Civil Engineer

DATE: December 22, 2020

RE: Monarch Levee Trail – Phase VI (2013-PW-08)  
Easement Acquisition Memo

---

As you are aware, the City is planning to construct Phase VI of the Monarch Chesterfield Levee Trail after the Levee District finishes construction of their planned improvements to the levee. This phase of the Levee Trail will fill a 1.5 mile gap in the existing levee trail from I-64 to the northeast corner of Top Golf. Once completed, the only remaining gap in the trail around Chesterfield Valley will be between Long Road and Centaur Road. See attached exhibit.

The Levee District will be widening the top of the levee and constructing a wider base with a flat bench area on the north side of the levee, approximately 15' lower than the levee top. The proposed 10' wide, asphalt trail is designed to transition from the top of the levee to the river-side bench area for approximately 0.5 mile behind an adjacent residence and nursery. The trail location on the bench area will provide a visual buffer so that trail users will not be able to directly see into those adjacent properties from the trail. Locating the trail on the bench is also intended to help in easement acquisition by addressing this primary concern of the adjacent homeowner.

The total construction cost for the 1.5 mile trail project is estimated to be \$800,000. Note that all costs associated with the Levee Trail are funded by the Chesterfield Valley Transportation Development District (TDD).

The proposed alignment is located on private property, so easements will be required from the property owners prior to construction of the trail. City Staff will be working with them to obtain both a permanent 12' trail easement and a 30' Temporary Construction License on either side of the trail to allow for construction access.



Staff obtained title reports and property appraisals for each of the affected properties. The title reports were necessary to ensure that all legal owners of record were properly notified of the City's desire to acquire said easements and were properly compensated. The property appraisals established values for each of the required easements.

The majority of the proposed trail will be located on four separate parcels that are owned by the Graeler family. The title reports showed that the four affected parcels are each owned by four separate ownership entities, each with  $\frac{1}{4}$  equal interest – Jo Ann Graeler Revocable Living Trust, Walter E. Graeler Revocable Living Trust, Judith A Graeler Revocable Living Trust, and Clarence E. Graeler Revocable Living Trust. The permanent trail easement on these properties contains 71,987 square feet, and the temporary construction license contains 362,073 square feet. The total fair market value of the easements on the four Graeler properties was appraised to be \$25,335.

The City approached Mr. Walter Graeler in 2015 to discuss the possibility of obtaining an easement for the proposed trail, but Mr. Graeler objected to the project and was not interested in granting an easement at that time. When Staff reached out to Mr. Graeler again in 2020 with a phone call and letter describing the City's interest in obtaining an easement, the City received a response from Mr. Graeler's attorney requesting all future correspondence to be directed to his office as he expects a condemnation suit to be filed by the City.

The remainder of the trail will be located on property owned by Clarkson Valley Property Company, LLP and Chesterfield Topsoil, LLC. The permanent easement on the Clarkson Valley Property covers 15,771 square feet, and the temporary construction license covers 76,322 square feet. The fair market value of these easements was appraised to be \$2,423. Note that Clarkson Valley Property Company, LLP is actually controlled by Mr. Walter Graeler, so the acquisition of this easement may also be contentious.

There is already a permanent easement for the proposed trail that exists on the Chesterfield Topsoil property, so only a temporary construction license is required. That temporary construction license covers 6,512 square feet, and the value was appraised to be \$200.

Note that construction of Phase VI of the Levee Trail cannot commence until the Levee District project is complete and all necessary easements are obtained.

cc: Zachary S. Wolff, P.E. – Assistant City Engineer

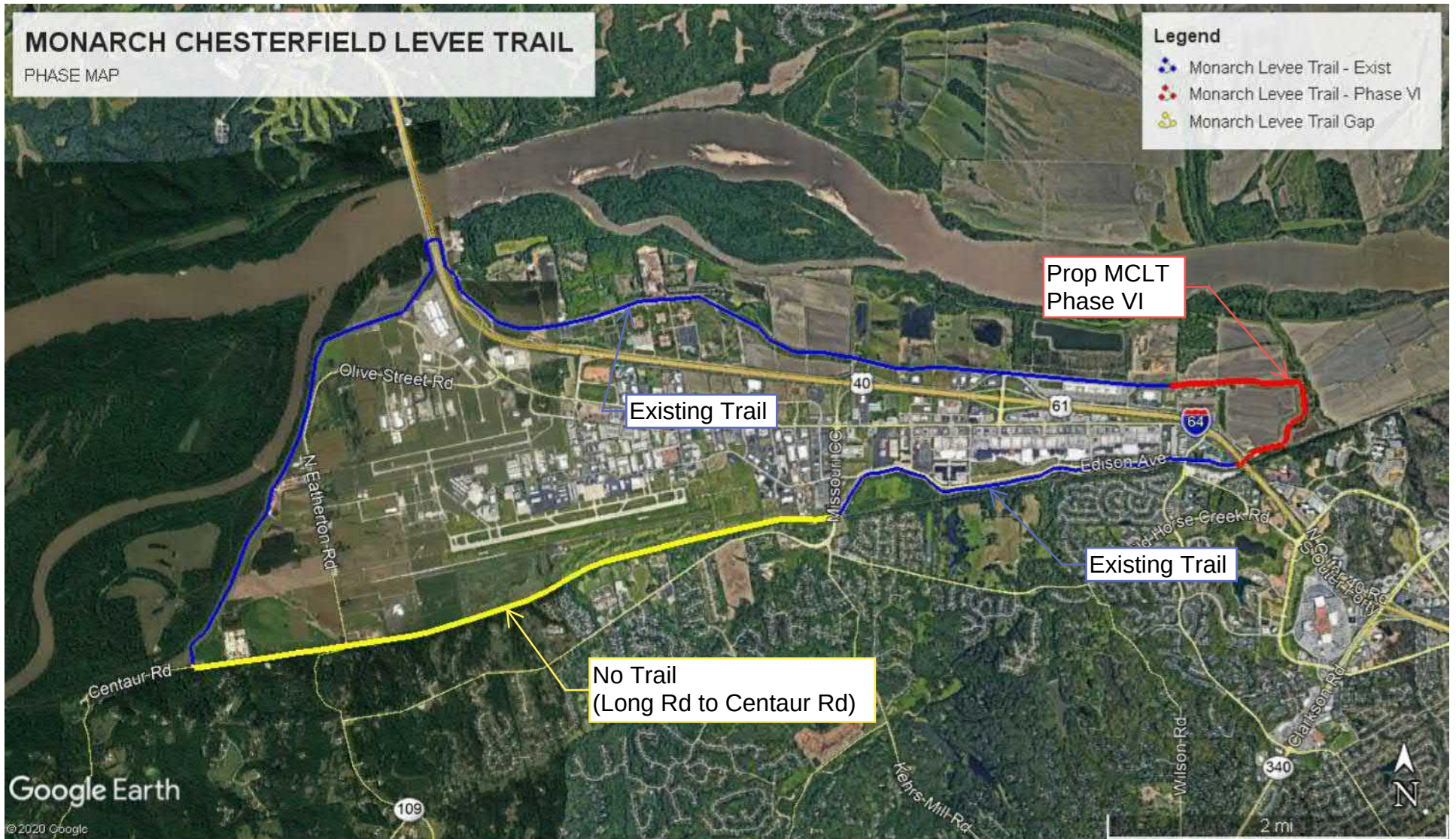
2013-PW-08 MCLT Phase VI Project

# MONARCH CHESTERFIELD LEVEE TRAIL

PHASE MAP

## Legend

- Monarch Levee Trail - Exist
- Monarch Levee Trail - Phase VI
- Monarch Levee Trail Gap

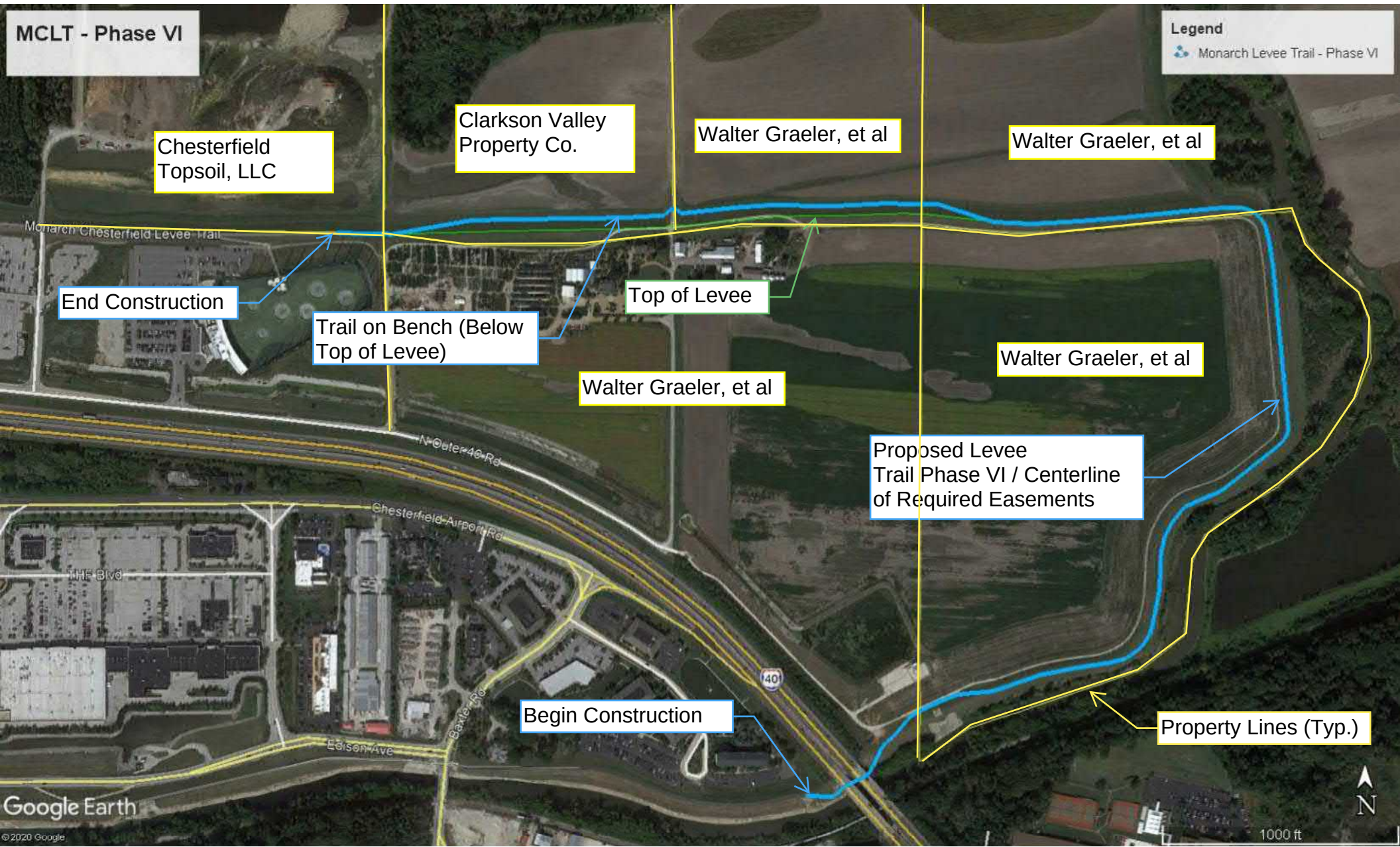


Google Earth

© 2020 Google



MONARCH CHESTERFIELD LEVEE TRAIL - PHASE VI  
PROPERTY OWNERSHIP / EASEMENT EXHIBIT



**AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI (THE “CITY”) AUTHORIZING CONDEMNATION OF CERTAIN INTERESTS IN REAL PROPERTY LOCATED IN THE CITY FOR THE PURPOSE OF CONSTRUCTING PHASE VI OF THE MONARCH-CHESTERFIELD LEVEE TRAIL EXTENDING THE EXISTING TRAIL.**

**WHEREAS**, the City is a third class city organized and operated pursuant to Chapter 77 of the Revised Statutes of Missouri (RSMo.) with authority under §88.497 RSMo. (2014) as amended, *inter alia*, to condemn all necessary lands within the City limits for the purpose of establishing, opening, widening, extending or altering any street, avenue, public park and for any other necessary public use; and

**WHEREAS**, the City needs certain property interests in, on and over certain parcels legally described in Exhibit A and which interests are illustrated in Exhibit B, attached hereto and incorporated herein by reference (collectively, the “Property Interests”), to acquire interests to allow for the construction and improvement of the City’s infrastructure for public use; and

**WHEREAS**, the Jo Ann Graeler Revocable Living Trust dated November 29, 2017, the Walter E. Graeler Revocable Living Trust dated November 29, 2017, the Judith A. Graeler Revocable Living Trust dated February 22, 2001, and the Clarence E. Graeler Revocable Living Trust dated February 22, 2001 are the owners of record of real property identified as Locator No. 17S410018 located at 16703A North Outer Road in the City which is legally described in Exhibit A and over which the City seeks a permanent easement and a temporary construction license as shown in Exhibit B; and

**WHEREAS**, the condemnation of the Property Interests for the construction and improvement of the City’s infrastructure is a public use and a public purpose and is for the benefit of those residents within the City and St. Louis County; and

**WHEREAS**, the Monarch-Chesterfield Levee District (the “MCLD”) has awarded a contract to construct improvements to the Monarch-Chesterfield Levee which will allow the City to complete Phase VI of the Monarch-Chesterfield Levee Trail (the “Levee Trail”); and

**WHEREAS**, the City has previously engaged in negotiations with the owners of record of the real property to acquire the Property Interests without resorting to condemnation but have thus far been unsuccessful, and the City will continue to engage in negotiations throughout the condemnation process to acquire the Property Interests so long as such Property Interests can still be acquired in the time necessary to begin work on Phase VI of the Levee Trail.

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

**Section 1:** The City Council hereby determines that it is necessary and in the public interest for the public purpose to acquire the Property Interests to allow construction and

improvement of the City's infrastructure, all to promote and regulate the health, safety and general welfare of the City and to obtain property to be put to public use and purpose.

**Section 2:** The City Council hereby authorizes the City Administrator, Director of Public Works, Director of Parks, Recreation & Arts, Mayor and City Attorney to take all necessary actions to acquire the Property Interests referenced herein including filing a petition condemning the Property Interests not less than thirty (30) days after the date of the City's written offer to the property owners, continuing to seek voluntary sale, or such other actions necessary to acquire the necessary interests identified herein and such other interests by condemnation or voluntary sale.

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
PRESIDING OFFICER

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

ATTEST:

\_\_\_\_\_  
Vickie McGownd, CITY CLERK

First Reading Held: 01/19/2021



### **Exhibit A**

A tract of land in U.S. Survey 123, Township 45 North, Range 4 East, and described as: Beginning at a point on the North bank of Bonhomme Creek, distant 76 degrees 19 minutes East, 123.3 feet from a point in the West line of said U.S. Survey 123, which point in said West line of U.S. Survey 123 bears North 0 degree 17 minutes West, 243.8 feet from the intersection of said West line with the South line of the Right-of-Way of Chicago, Rock Island & Pacific Railroad, and from which point of beginning a stone bears North 0 degree 17 minutes West, 10 feet, and said point of beginning being also the Southeast corner of tract of 9.43 acres allotted to George Andreas by Commissioners' in Partition Suit entitled Edmund P. Andreas, et al, Plaintiffs, vs. George Andreas, Defendant, being Cause No. 36868 of the Circuit Court of St. Louis County, Missouri, and running thence North 0 degree 17 minutes West along the East line of said 9.43 acre tract, 3428.7 feet to a point on old bank of Missouri River; thence North 84 degrees 38 minutes East along said old bank of Missouri River, 814.5 feet to the East line of U.S. Survey 123; thence along said East line of U.S. Survey 123, South 33 degrees 17 minutes East, 1243.5 feet to a point on the North bank of Bonhomme Creek; thence up said Bank of Bonhomme Creek with the meanders of same to the place of beginning, according to a plat of survey made by Edgar Rapp, Surveyor, and attached to Commissioners' Report in aforementioned Partition Suit, a copy of which said Report and Survey is recorded in Book 535 page 74 of the St. Louis County Records. EXCEPTING FROM the three above tracts of property that part thereof condemned by the State of Missouri, ex rel, Missouri State Highway Commission in Cause No. 286044 of the Circuit Court of St. Louis County, Missouri.

## **Legal Description Graeler Bike Trail Easement and TCL**

A 12 Foot Wide **PERMANENT BIKE TRAIL EASEMENT** across Part of U. S. Survey 2031, and Part of U. S. Survey 123, Township 45 North, Range 4 East of the 5<sup>th</sup> P.M., the centerline of said easement being more particularly described as follows:

### **Permanent Bike Trail Easement "A"**

**Commencing** at the intersection of the Northerly right of way line of Interstate 64 (State Route 40TR) and the easterly line of a tract of land conveyed to Clarence E. Graeler and Judith Ann Graeler, his wife, and Walter E. Graeler and Jo Ann Graeler, in Deed Book 9049 on Page 1848; THENCE North 47 degrees 28 minutes 31 seconds West along said northerly right of way line, 130.51 feet to the point of beginning; THENCE, leaving said right of way, along a non-tangent curve to the right, having a radius of 99.99 feet, a chord bearing of North 44 degrees 09 minutes 44 seconds East, and an arc length of 22.91 feet; THENCE North 50 degrees 43 minutes 31 seconds East, 53.21 feet; THENCE along a curve to the left, having a radius of 122.89 feet, and an arc length of 18.63 feet; THENCE North 42 degrees 02 minutes 14 seconds East, 93.77 feet; THENCE along a curve to the right, having a radius of 350.00 feet, and an arc length of 270.02 feet; THENCE North 86 degrees 14 minutes 26 seconds East, 69.78 feet; THENCE along a curve to the left, having a radius of 152.98 feet, and an arc length of 49.46 feet; THENCE North 67 degrees 42 minutes 58 seconds East, 66.84 feet; THENCE along a curve to the right, having a radius of 200.00 feet, and an arc length of 6.12 feet; THENCE North 69 degrees 28 minutes 08 seconds East, 72.17 feet; THENCE along a curve to the right, having a radius of 1007.39 feet, and an arc length of 219.60 feet; THENCE North 81 degrees 57 minutes 32 seconds East, 158.80 feet; THENCE along a curve to the left, having a radius of 191.63 feet, and an arc length of 193.88 feet; THENCE North 23 degrees 59 minutes 26 seconds East, 86.12; THENCE along a curve to the left, having a radius of 157.87 feet, and an arc length of 47.63 feet; THENCE North 06 degrees 42 minutes 11 seconds East, 236.53 feet; THENCE along a curve to the right, having a radius of 341.86 feet, and an arc length of 172.51 feet; THENCE North 35 degrees 37 minutes 00 seconds East, 22.02 feet; THENCE along a curve to the right, having a radius of 188.15 feet, and an arc length of 124.27 feet; THENCE North 73 degrees 27 minutes 33 seconds East, 55.10 feet; THENCE along a curve to the left, having a radius of 353.25 feet, and an arc length of 65.10 feet; THENCE along a curve to the left, having a radius of 564.92 feet, and an arc length of 70.40 feet; THENCE North 55 degrees 45 minutes 37 seconds East, 78.48 feet; THENCE along a curve to the left, having a radius of 263.58 feet, and an arc length of 25.27 feet; THENCE North 50 degrees 16 minutes 00 seconds West, 152.73 feet; THENCE along a curve to the left, having a radius of 84.22 feet, and an arc length of 81.88 feet; THENCE North 05 degrees 26 minutes 18 seconds West, 582.35 feet; THENCE along a curve to the left, having a radius of 385.46 feet, and an arc length of 202.21 feet; THENCE along a curve to the left, having a radius of 403.40 feet, and an arc length of 418.13 feet; THENCE South 85 degrees 07 minutes 01 seconds West, 414.14 feet; THENCE along a curve to the right, having a radius of 2591.76, and an arc length of 255.06 feet; THENCE North 89 degrees 14 minutes 38 seconds West, 50.43 feet; THENCE along a curve to the right, having a radius of 121.97 feet, and an arc length of 27.82 feet; THENCE North 76 degrees 10 minutes 27 seconds West, 369.38 feet; THENCE along a curve to the left, having a radius of 104.09 feet, and an arc length of 26.38 feet; THENCE South 89 degrees 03 minutes 36 seconds West, 530.42 feet; THENCE along a curve to the right, having a radius of 200.00 feet, and an arc length of 16.74 feet; THENCE North 86 degrees 08 minutes 36 seconds West 74.88 feet; THENCE along a curve to the left, having a radius of 400.00 feet, and an arc length of 78.04 feet; THENCE South 82 degrees 40 minutes 40 seconds West, 317.57 feet; THENCE along a curve to the right, having a radius of 20.00 feet, and an arc length of 25.09 feet; THENCE North 25 degrees 27 minutes 06 seconds West, 48.67 feet; THENCE along a curve to the left, having a radius of 15.00 feet, and an arc length of 19.42 feet; THENCE South 80 degrees 22 minutes 54 seconds West, 7.68 feet; THENCE along a curve to the left, having a radius of 14.84 feet, and an arc length of 5.55 feet to the terminus of said easement.

**ALSO**

**Permanent Bike Trail Easement "B"**

**Commencing** at the Northwest corner of a tract of land conveyed to Clarence E. Graeler and Judith Ann Graeler, his wife, and Walter E. Graeler and Jo Ann Graeler, in Deed Book 9049 on Page 1848; THENCE South 02 degrees 21 minutes 00 seconds East, 2.23 feet along the east line of said tract to the point of beginning; THENCE along a non-tangent curve to the left, having a radius of 200.00 feet, a chord bearing of North 85 degrees 15 minutes 52 seconds East, and an arc length of 14.22 feet to the point of terminus of said easement.

Said PERMANENT BIKE TRAIL EASEMENT containing 71,987 square feet, more or less, and being situated in the City of Chesterfield, St. Louis County, Missouri.

A 30 Foot Wide **TEMPORARY CONSTRUCTION LICENSE** on both sides of the Permanent Bike Trail Easement, across Part of U. S. Survey 2031, and Part of U. S. Survey 123, Township 45 North, Range 4 East of the 5<sup>th</sup> P.M., said Temporary Construction License being more particularly described as follows:

**Commencing** at the intersection of the Northerly right of way line of Interstate 64 (State Route 40TR) and the easterly line of a tract of land conveyed to Clarence E. Graeler and Judith Ann Graeler, his wife, and Walter E. Graeler and Jo Ann Graeler, in Deed Book 9049 on Page 1848; THENCE North 47 degrees 28 minutes 31 seconds West along said northerly right of way line, 94.38 feet to the point of beginning; THENCE, continuing along said right of way, North 47 degrees 28 minutes 31 seconds West, 72.31 feet; THENCE leaving said right of way, along a non-tangent curve to the right, having a radius of 135.99 feet, a chord bearing of North 44 degrees 48 minutes 55 seconds East, and an arc length of 28.05 feet; THENCE North 50 degrees 43 minutes 31 seconds East, 53.21 feet; THENCE along a curve to the left, having a radius of 86.89 feet, and an arc length of 13.18 feet; THENCE North 42 degrees 02 minutes 14 seconds East, 100.35 feet; THENCE along a curve to the right, having a radius of 386.00 feet, and an arc length of 297.80 feet; THENCE North 86 degrees 14 minutes 26 seconds East, 69.78 feet; THENCE along a curve to the left, having a radius of 116.98 feet, and an arc length of 37.82 feet; THENCE North 67 degrees 42 minutes 58 seconds East, 66.84 feet; THENCE along a curve to the right, having a radius of 236.00 feet, and an arc length of 7.22 feet; THENCE North 69 degrees 28 minutes 08 seconds East, 72.17 feet; THENCE along a curve to the right, having a radius of 1043.39 feet, and an arc length of 227.45 feet; THENCE North 81 degrees 57 minutes 32 seconds East, 158.80 feet; THENCE along a curve to the left, having a radius of 155.63 feet, and an arc length of 157.46 feet; THENCE North 23 degrees 59 minutes 26 seconds East, 86.12; THENCE along a curve to the left, having a radius of 121.87 feet, and an arc length of 36.77 feet; THENCE North 06 degrees 42 minutes 11 seconds East, 236.53 feet; THENCE along a curve to the right, having a radius of 377.86 feet, and an arc length of 190.68 feet; THENCE North 35 degrees 37 minutes 00 seconds East, 22.02 feet; THENCE along a curve to the right, having a radius of 224.15 feet, and an arc length of 148.04 feet; THENCE North 73 degrees 27 minutes 33 seconds East, 55.10 feet; THENCE along a curve to the left, having a radius of 317.25 feet, and an arc length of 58.47 feet; THENCE along a curve to the left, having a radius of 528.92 feet, and an arc length of 65.91 feet; THENCE North 55 degrees 45 minutes 37 seconds East, 78.48 feet; THENCE along a curve to the left, having a radius of 227.58 feet, and an arc length of 21.82 feet; THENCE North 50 degrees 16 minutes 00 seconds East, 152.73 feet; THENCE along a curve to the left, having a radius of 48.22 feet, and an arc length of 46.88 feet; THENCE North 05 degrees 26 minutes 18 seconds West, 582.35 feet; THENCE along a curve to the left, having a radius of 349.46 feet, and an arc length of 183.32 feet;

THENCE along a curve to the left , having a radius of 367.40 feet, and an arc length of 380.82 feet; THENCE South 85 degrees 07 minutes 01 seconds West, 414.14 feet; THENCE along a curve to the right, having a radius of 2627.76, and an arc length of 258.63 feet; THENCE North 89 degrees 14 minutes 38 seconds West, 50.43 feet; THENCE along a curve to the right, having a radius of 157.97 feet, and an arc length of 36.03 feet; THENCE North 76 degrees 10 minutes 27 seconds West, 369.38 feet; THENCE along a curve to the left, having a radius of 68.09 feet, and an arc length of 17.55 feet; THENCE South 89 degrees 03 minutes 36 seconds West, 530.42 feet; THENCE along a curve to the right, having a radius of 236.00 feet, and an arc length of 19.76 feet; THENCE North 86 degrees 08 minutes 36 seconds West 74.88 feet; THENCE along a curve to the left, having a radius of 364.00 feet, and an arc length of 71.02 feet; THENCE South 82 degrees 40 minutes 40 seconds West, 317.57 feet; THENCE along a curve to the right, having a radius of 56.00 feet, and an arc length of 70.25 feet; THENCE North 25 degrees 27 minutes 06 seconds West, 7.72 feet; THENCE South 19 degrees 55 minutes 16 seconds West, 13.16 feet; THENCE along a curve to the right, having a radius of 56.00 feet, and an arc length of 20.37 feet; THENCE North 00 degrees 32 minutes 06 seconds East, 76.05 feet; THENCE North 80 degrees 22 minutes 54 seconds East, 6.48 feet; THENCE along a curve to the right, having a radius of 51.00 feet, and an arc length of 66.02 feet; THENCE South 25 degrees 27 minutes 06 seconds East, 37.08 feet; THENCE North 82 degrees 40 minutes 40 seconds East, 305.97 feet; THENCE along a curve to the right, having a radius of 436.00 feet, and an arc length of 85.07 feet; THENCE South 86 degrees 08 minutes 36 seconds East, 74.88 feet; THENCE along a curve to the left, having a radius of 164.00 feet, and an arc length of 13.73 feet; THENCE North 89 degrees 03 minutes 36 seconds East, 530.42 feet; THENCE along a curve to the right, having a radius of 140.09 feet, and an arc length of 36.10 feet; THENCE South 76 degrees 10 minutes 27 seconds East, 369.38 feet; THENCE along a curve to the left, having a radius of 85.97 feet, and an arc length of 19.61 feet; THENCE South 89 degrees 14 minutes 38 seconds East, 50.43 feet; THENCE along a curve to the left, having a radius of 2555.76 feet, and an arc length of 251.54 feet; THENCE North 85 degrees 07 minutes 01 seconds East, 414.14 feet; THENCE along a curve to the right, having a radius of 439.40 feet, and an arc length of 455.45 feet; THENCE along a curve to the right, having a radius of 421.46 feet, and an arc length of 221.09 feet; THENCE South 05 degrees 26 minutes 18 seconds East, 582.35 feet; THENCE along a curve to the right, having a radius of 120.22 feet, and an arc length of 116.88 feet; THENCE South 50 degrees 16 minutes 00 seconds West, 152.73 feet; THENCE along a curve to the right, having a radius of 299.58 feet, and an arc length of 28.73 feet; THENCE South 55 degrees 45 minutes 37 seconds West, 78.48 feet; THENCE along a curve to the right, having a radius of 600.92 feet, and an arc length of 74.88 feet; THENCE along a curve to the right, having a radius of 389.25 feet, and an arc length of 71.74 feet; THENCE South 73 degrees 27 minutes 33 seconds West, 55.10 feet; THENCE along a curve to the left, having a radius of 152.15 feet, and an arc length of 100.49 feet; THENCE South 35 degrees 37 minutes 00 seconds West, 22.02 feet; THENCE along a curve to the left, having a radius of 305.86 feet, and an arc length of 154.35 feet; THENCE South 06 degrees 42 minutes 11 seconds West, 236.53 feet; THENCE along a curve to the right, having a radius of 193.87 feet, and an arc length of 58.50 feet; THENCE South 23 degrees 59 minutes 26 seconds West, 86.12 feet; THENCE along a curve to the right, having a radius of 227.64 feet, and an arc length of 230.31 feet; THENCE South 81 degrees 57 minutes 32 seconds West, 158.80 feet; THENCE along a curve to the left, having a radius of 227.64 feet, and an arc length of 211.76 feet; THENCE South 69 degrees 28 minutes 08 seconds West, 72.17 feet; THENCE along a curve to the left, having a radius of 164.00 feet, and an arc length of 5.02 feet; THENCE South 67 degrees 42 minutes 58 seconds West, 66.84 feet; THENCE along a curve to the right, having a radius of 188.98 feet, and an arc length of 61.10 feet; THENCE South 86 degrees 14 minutes 26 seconds West, 69.78 feet; THENCE along a curve to the left, having a radius of 314.00 feet, and an arc length of 242.25 feet; THENCE South 42 degrees 02 minutes 14 seconds West, 93.77 feet; THENCE along a curve to the right, having a radius of 158.89 feet, and an arc length of 24.09 feet; THENCE South 50 degrees 43 minutes 31 seconds West, 53.21 feet; THENCE along a curve to the left, having a radius of 63.99 feet, and an arc length of 17.77 feet to the point of beginning of said Temporary Construction License "A".

Less and Excepting that part conveyed as PERMANENT BIKE TRAIL EASEMENT "A" above.

## **ALSO**

**Commencing** at the Northwest corner of a tract of land conveyed to Clarence E. Graeler and Judith Ann Graeler, his wife, and Walter E. Graeler and Jo Ann Graeler, in Deed Book 9049 on Page 1848; THENCE South 85 degrees 45 minutes 16 seconds East, 144.82 feet along the north line of said tract to the point of beginning; THENCE South 79 degrees 55 minutes 07 seconds West, 30.46 feet; THENCE along a curve to the left, having a radius of 164.00 feet and an arc length of 9.00 feet; THENCE South 76 degrees 46 minutes 32 seconds West, 62.62 feet; THENCE along a curve to the right, having a radius of 236.00 feet and an arc length of 43.58 feet; THENCE North 02 degrees 21 minutes 00 seconds West, 38.24 feet to the point of beginning of said Temporary Construction License “B”.

Less and Excepting that part conveyed as PERMANENT BIKE TRAIL EASEMENT “B” above.

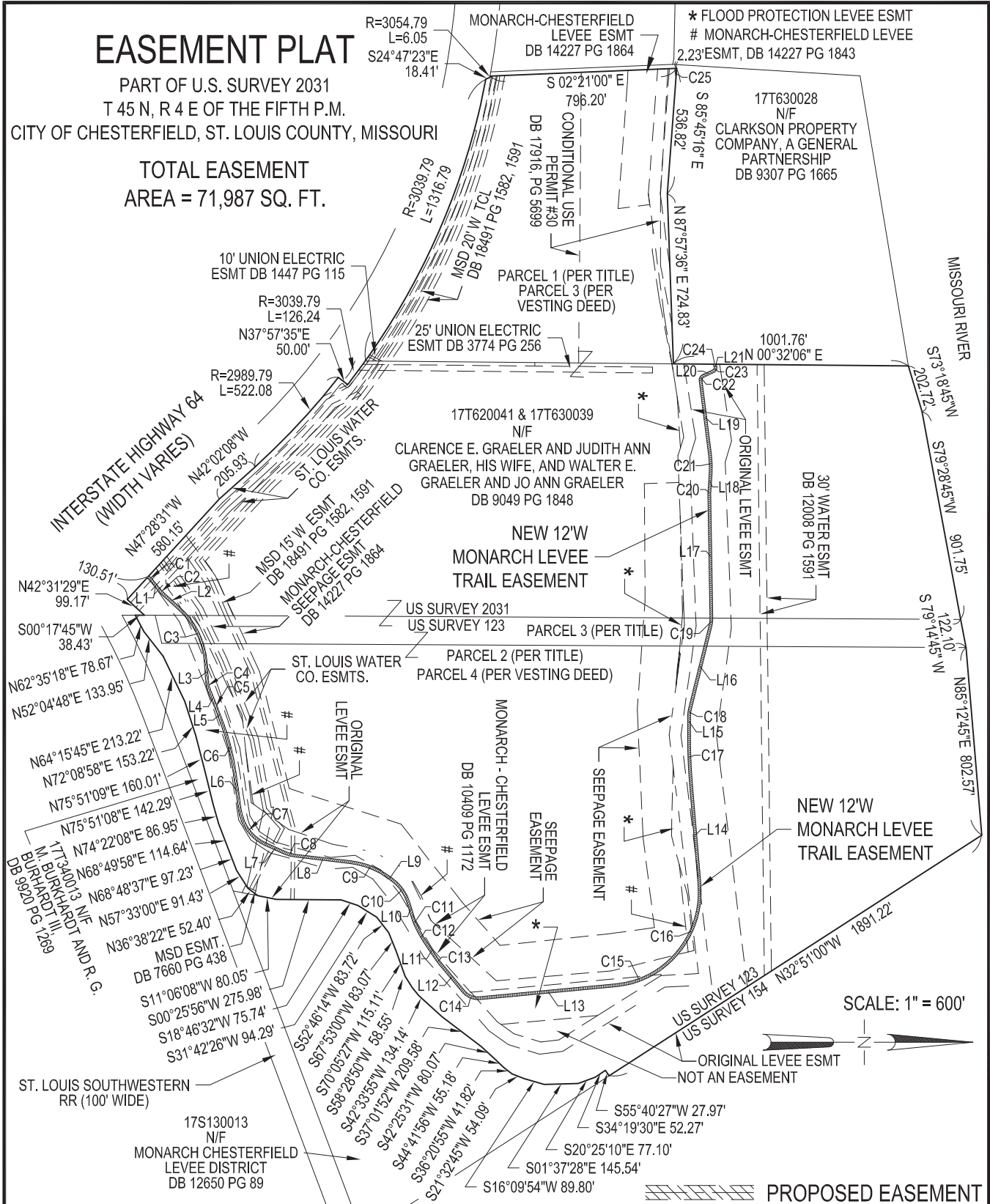
Said TEMPORARY CONSTRUCTION LICENSE containing 362,073 square feet, more or less, and being situated in the City of Chesterfield, St. Louis County, Missouri.



# EASEMENT PLAT

PART OF U.S. SURVEY 2031  
T 45 N, R 4 E OF THE FIFTH P.M.  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

TOTAL EASEMENT  
AREA = 71,987 SQ. FT.



DATE:

1/21/20

SHEET 1 OF 2

**KdG**

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St. Louis, Missouri  
Belleville, Illinois

**EXHIBIT  
A**

# EASEMENT PLAT

PART OF U.S. SURVEY 2031  
T 45 N, R 4 E OF THE FIFTH P.M.  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

LINE TABLE

| LINE | LENGTH | BEARING     |
|------|--------|-------------|
| L1   | 53.21  | N50°43'31"E |
| L2   | 93.77  | N42°02'14"E |
| L3   | 69.78  | N86°14'26"E |
| L4   | 66.84  | N67°42'58"E |
| L5   | 72.17  | N69°28'08"E |
| L6   | 158.80 | N81°57'32"E |
| L7   | 86.12  | N23°59'26"E |
| L8   | 236.53 | N06°42'11"E |
| L9   | 22.02  | N35°37'00"E |
| L10  | 55.10  | N73°27'33"E |
| L11  | 78.48  | N55°45'37"E |
| L12  | 152.73 | N50°16'00"W |
| L13  | 582.35 | N05°26'18"W |
| L14  | 414.14 | S85°07'01"W |
| L15  | 50.43  | N89°14'38"W |
| L16  | 369.38 | N76°10'27"W |
| L17  | 530.42 | S89°03'36"W |
| L18  | 74.88  | N86°08'36"W |
| L19  | 317.57 | S82°40'40"W |
| L20  | 48.67  | N25°27'06"W |
| L21  | 7.68   | S80°22'54"W |

CURVE TABLE

| CURVE | LENGTH | RADIUS  |
|-------|--------|---------|
| C1    | 22.91  | 99.99   |
| C2    | 18.63  | 122.89  |
| C3    | 270.02 | 350.00  |
| C4    | 49.46  | 152.98  |
| C5    | 6.12   | 200.00  |
| C6    | 219.60 | 1007.39 |
| C7    | 193.88 | 191.63  |
| C8    | 47.63  | 157.87  |
| C9    | 172.51 | 341.86  |
| C10   | 124.27 | 188.15  |
| C11   | 65.10  | 353.25  |
| C12   | 70.40  | 564.92  |
| C13   | 25.27  | 263.58  |
| C14   | 81.88  | 84.22   |
| C15   | 202.21 | 385.46  |
| C16   | 418.13 | 403.40  |
| C17   | 255.08 | 2591.76 |
| C18   | 27.82  | 121.97  |
| C19   | 26.38  | 104.09  |
| C20   | 16.74  | 200.00  |
| C21   | 78.04  | 400.00  |
| C22   | 25.09  | 20.00   |
| C23   | 19.42  | 15.00   |
| C24   | 5.55   | 14.84   |
| C25   | 14.22  | 200.00  |

DATE:  
1/21/20

SHEET 2 OF 2

**K d G**

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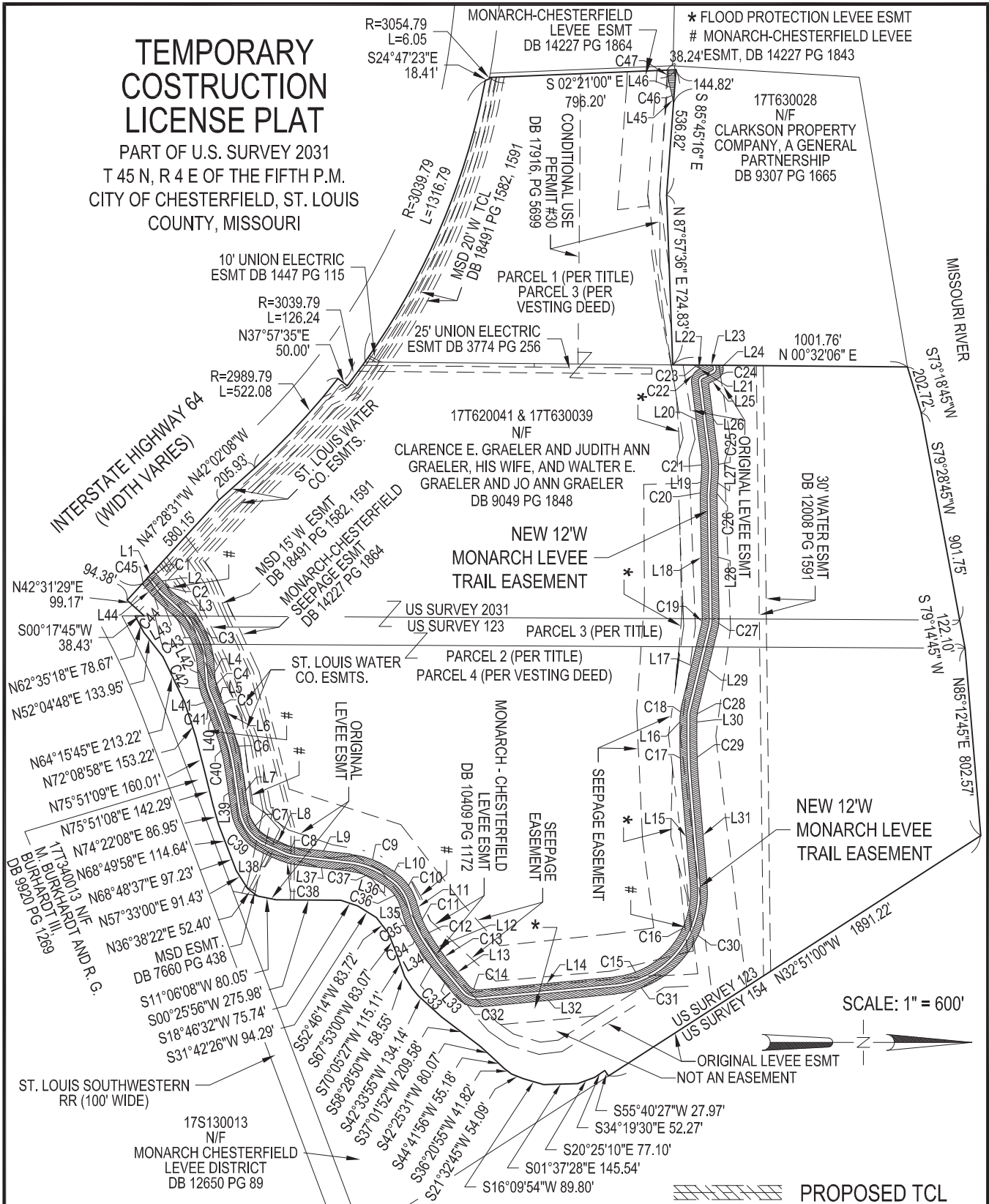
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Belleville, Illinois

**EXHIBIT**  
**A1**

# TEMPORARY CONSTRUCTION LICENSE PLAT

PART OF U.S. SURVEY 2031  
T 45 N, R 4 E OF THE FIFTH P.M.  
CITY OF CHESTERFIELD, ST. LOUIS  
COUNTY, MISSOURI



DATE:

4/20/20

SHEET 1 OF 3

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**EXHIBIT  
A**

# TEMPORARY CONSTRUCTION LICENSE

PART OF U.S. SURVEY 2031  
T 45 N, R 4 E OF THE FIFTH P.M.  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L1         | 72.31  | N47°28'31"W |
| L2         | 53.21  | N50°43'31"E |
| L3         | 100.35 | N42°02'14"E |
| L4         | 69.78  | N86°14'26"E |
| L5         | 66.84  | N67°42'58"E |
| L6         | 72.17  | N69°28'08"E |
| L7         | 158.80 | N81°57'32"E |
| L8         | 86.12  | N23°59'26"E |
| L9         | 236.53 | N06°42'11"E |
| L10        | 22.02  | N35°37'00"E |
| L11        | 55.10  | N73°27'33"E |
| L12        | 78.48  | N55°45'37"E |
| L13        | 152.73 | N50°16'00"E |
| L14        | 582.35 | N05°26'18"W |
| L15        | 414.14 | S85°07'01"W |
| L16        | 50.43  | N89°14'38"W |
| L17        | 369.38 | N76°10'27"W |
| L18        | 530.42 | S89°03'36"W |
| L19        | 74.88  | N86°08'36"W |
| L20        | 317.57 | S82°40'40"W |
| L21        | 7.72   | N25°27'06"W |
| L22        | 13.16  | S19°55'16"W |
| L23        | 76.05  | N00°32'06"E |
| L24        | 6.48   | N80°22'54"E |
| L25        | 37.08  | S25°27'06"E |
| L26        | 305.97 | N82°40'40"E |
| L27        | 74.88  | S86°08'36"E |
| L28        | 530.42 | N89°03'36"E |
| L29        | 369.38 | S76°10'27"E |
| L30        | 50.43  | S89°14'38"E |
| L31        | 414.14 | N85°07'01"E |
| L32        | 582.35 | S05°26'18"E |
| L33        | 152.73 | S50°16'00"W |
| L34        | 78.48  | S55°45'37"W |
| L35        | 55.10  | S73°27'33"W |
| L36        | 22.02  | S35°37'00"W |
| L37        | 236.53 | S06°42'11"W |
| L38        | 86.12  | S23°59'26"W |
| L39        | 158.80 | S81°57'32"W |
| L40        | 72.17  | S69°28'08"W |
| L41        | 66.84  | S67°42'58"W |
| L42        | 69.78  | S86°14'26"W |
| L43        | 93.77  | S42°02'14"W |
| L44        | 53.21  | S50°43'31"W |

| CURVE TABLE |        |         |
|-------------|--------|---------|
| CURVE       | LENGTH | RADIUS  |
| C1          | 28.05  | 135.99  |
| C2          | 13.18  | 86.89   |
| C3          | 297.80 | 386.00  |
| C4          | 37.82  | 116.98  |
| C5          | 7.22   | 236.00  |
| C6          | 227.45 | 1043.39 |
| C7          | 157.46 | 155.63  |
| C8          | 36.77  | 121.87  |
| C9          | 190.68 | 377.86  |
| C10         | 148.04 | 224.15  |
| C11         | 58.47  | 317.25  |
| C12         | 65.91  | 528.92  |
| C13         | 21.82  | 227.58  |
| C14         | 46.88  | 48.22   |
| C15         | 183.32 | 349.46  |
| C16         | 380.82 | 367.40  |
| C17         | 258.63 | 2627.76 |
| C18         | 36.03  | 157.97  |
| C19         | 17.55  | 68.09   |
| C20         | 19.76  | 236.00  |
| C21         | 71.02  | 364.00  |
| C22         | 70.25  | 56.00   |
| C23         | 20.37  | 56.00   |
| C24         | 66.02  | 51.00   |
| C25         | 85.07  | 436.00  |
| C26         | 13.73  | 164.00  |
| C27         | 36.10  | 140.09  |
| C28         | 19.61  | 85.97   |
| C29         | 251.54 | 2555.76 |
| C30         | 455.45 | 439.40  |
| C31         | 221.09 | 421.46  |
| C32         | 116.88 | 120.22  |
| C33         | 28.73  | 299.58  |
| C34         | 74.88  | 600.92  |
| C35         | 71.74  | 389.25  |
| C36         | 100.49 | 152.15  |
| C37         | 154.35 | 305.86  |
| C38         | 58.50  | 193.87  |
| C39         | 230.31 | 227.64  |
| C40         | 211.76 | 227.64  |
| C41         | 5.02   | 164.00  |
| C42         | 61.10  | 188.98  |
| C43         | 242.25 | 314.00  |
| C44         | 24.09  | 158.89  |
| C45         | 17.77  | 63.99   |

DATE:  
4/20/20

SHEET 2 OF 3

**K d G**

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**EXHIBIT**  
**A1**

# TEMPORARY CONSTRUCTION LICENSE

PART OF U.S. SURVEY 2031  
T 45 N, R 4 E OF THE FIFTH P.M.  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L45        | 30.46  | S79°55'07"W |
| L46        | 62.62  | S76°46'32"W |

| CURVE TABLE |        |        |
|-------------|--------|--------|
| CURVE       | LENGTH | RADIUS |
| C46         | 9.00   | 164.00 |
| C47         | 43.58  | 236.00 |

DATE:  
4/20/20

SHEET 3 OF 3

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EXHIBIT  
A2



## Memorandum

### Department of Public Works



**TO:** Michael O. Geisel, P.E.  
City Administrator

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

**DATE:** December 23, 2020

**RE:** Monarch - Chesterfield Levee Trail Easements

---

As you know, the Public Works Staff has been pursuing the construction of Phase VI of the Monarch-Chesterfield Levee Trail for some time. This section of the Levee Trail will fill the missing gap from I-64 to the northeast corner of Top Golf (see the attached map). Please note that once constructed Phase VI will complete the City's plans for the Levee Trail, allowing trail users to travel on or near the Monarch-Chesterfield Levee from Long Road (near Edison Avenue) to Centaur Road. It is worth noting that if the railroad tracks connecting Centaur Road / Eatherton Road to Long Road (near Edison Avenue) are ever abandoned that section of railroad could potentially be converted to a trail, creating a full "loop" around Chesterfield Valley. However, such a "loop" is impractical at this time, with the railroad in operation. Accordingly, the City of Chesterfield has no additional plans for the Levee Trail once Phase VI is constructed.

Engineering plans for Phase VI of the Levee Trail are complete, and these plans have been approved by the US Army Corp of Engineers, the Monarch-Chesterfield Levee District, MSD, and MODOT. Once the Monarch-Chesterfield Levee District completes its project to the improve and enhance the Levee, the Levee will be prepared for trail construction. However, the City cannot award a project or commence construction of the trail until it acquires the necessary easements.

Phase VI of the Monarch-Chesterfield Levee Trail affects six properties, as detailed in the attached memorandum from Civil Engineer Steve Merk. The majority of Phase VI will be located on four parcels, each of which is owed in part by four separate trusts. The appraised value of the easements required over these four parcels is \$25,335. The easements required over the remaining two parcels are much smaller and are appraised at \$2,423 and \$200. The total appraised value of the easements required is \$27,958. These easements are all located within the limits of the Monarch-Chesterfield Levee.

Previous correspondence with the property owners leads the City Staff to believe that it will be difficult, if not impossible, to negotiate easement terms over these properties. Accordingly, we have consulted with the City Attorney to ensure that any and all actions taken by the City are proper and lawful should the matter proceed to condemnation. In response, the City Attorney has recommended that the City Council pass an ordinance authorizing the City Staff to make a financial offer and negotiate terms for the acquisition of these easements. Further, if the City Staff cannot acquire the necessary easements, the ordinance authorizes the City Attorney to file a petition of condemnation.

Please be advised that, if approved, condemnation will be a “last resort” regarding the acquisition of these easements. The City Staff will attempt to acquire the easements by paying the appraised value and will offer to negotiate with the property owners. That said, if the property owners will not negotiate, or we cannot come to terms, the matter will proceed to condemnation.

There is simply no way for the City to construct Phase VI of the Monarch-Chesterfield Levee Trail without acquiring easements from the underlying property owners. Accordingly, if the City Council desires to fill the 1.5 mile gap of the Levee Trail from I64 to Top Golf it is my recommendation that the City Council pass the attached ordinances authorizing Staff to negotiate for these easements and initiate condemnation if necessary.

#### **Action Recommended**

This matter should be forwarded to the Planning and Public Works Committee for consideration. Should PPW concur with Staff’s recommendation it should vote to recommend approval of the attached ordinances to the full City Council.

**Please forward to PPW for review and consideration.**

 **2020-12-23**

**Note: The easement for 16849 N. Outer 40 Road has been acquired;  
the associated ordinance has been removed.**

# Memorandum

## Department of Public Works



TO: Jim Eckrich, P.E.  
Public Works Director / City Engineer

FROM: Steve Merk, P.E. *SM*  
Civil Engineer

DATE: December 22, 2020

RE: Monarch Levee Trail – Phase VI (2013-PW-08)  
Easement Acquisition Memo

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As you are aware, the City is planning to construct Phase VI of the Monarch Chesterfield Levee Trail after the Levee District finishes construction of their planned improvements to the levee. This phase of the Levee Trail will fill a 1.5 mile gap in the existing levee trail from I-64 to the northeast corner of Top Golf. Once completed, the only remaining gap in the trail around Chesterfield Valley will be between Long Road and Centaur Road. See attached exhibit.

The Levee District will be widening the top of the levee and constructing a wider base with a flat bench area on the north side of the levee, approximately 15' lower than the levee top. The proposed 10' wide, asphalt trail is designed to transition from the top of the levee to the river-side bench area for approximately 0.5 mile behind an adjacent residence and nursery. The trail location on the bench area will provide a visual buffer so that trail users will not be able to directly see into those adjacent properties from the trail. Locating the trail on the bench is also intended to help in easement acquisition by addressing this primary concern of the adjacent homeowner.

The total construction cost for the 1.5 mile trail project is estimated to be \$800,000. Note that all costs associated with the Levee Trail are funded by the Chesterfield Valley Transportation Development District (TDD).

The proposed alignment is located on private property, so easements will be required from the property owners prior to construction of the trail. City Staff will be working with them to obtain both a permanent 12' trail easement and a 30' Temporary Construction License on either side of the trail to allow for construction access.

Staff obtained title reports and property appraisals for each of the affected properties. The title reports were necessary to ensure that all legal owners of record were properly notified of the City's desire to acquire said easements and were properly compensated. The property appraisals established values for each of the required easements.

The majority of the proposed trail will be located on four separate parcels that are owned by the Graeler family. The title reports showed that the four affected parcels are each owned by four separate ownership entities, each with  $\frac{1}{4}$  equal interest – Jo Ann Graeler Revocable Living Trust, Walter E. Graeler Revocable Living Trust, Judith A Graeler Revocable Living Trust, and Clarence E. Graeler Revocable Living Trust. The permanent trail easement on these properties contains 71,987 square feet, and the temporary construction license contains 362,073 square feet. The total fair market value of the easements on the four Graeler properties was appraised to be \$25,335.

The City approached Mr. Walter Graeler in 2015 to discuss the possibility of obtaining an easement for the proposed trail, but Mr. Graeler objected to the project and was not interested in granting an easement at that time. When Staff reached out to Mr. Graeler again in 2020 with a phone call and letter describing the City's interest in obtaining an easement, the City received a response from Mr. Graeler's attorney requesting all future correspondence to be directed to his office as he expects a condemnation suit to be filed by the City.

The remainder of the trail will be located on property owned by Clarkson Valley Property Company, LLP and Chesterfield Topsoil, LLC. The permanent easement on the Clarkson Valley Property covers 15,771 square feet, and the temporary construction license covers 76,322 square feet. The fair market value of these easements was appraised to be \$2,423. Note that Clarkson Valley Property Company, LLP is actually controlled by Mr. Walter Graeler, so the acquisition of this easement may also be contentious.

There is already a permanent easement for the proposed trail that exists on the Chesterfield Topsoil property, so only a temporary construction license is required. That temporary construction license covers 6,512 square feet, and the value was appraised to be \$200.

Note that construction of Phase VI of the Levee Trail cannot commence until the Levee District project is complete and all necessary easements are obtained.

cc: Zachary S. Wolff, P.E. – Assistant City Engineer

2013-PW-08 MCLT Phase VI Project

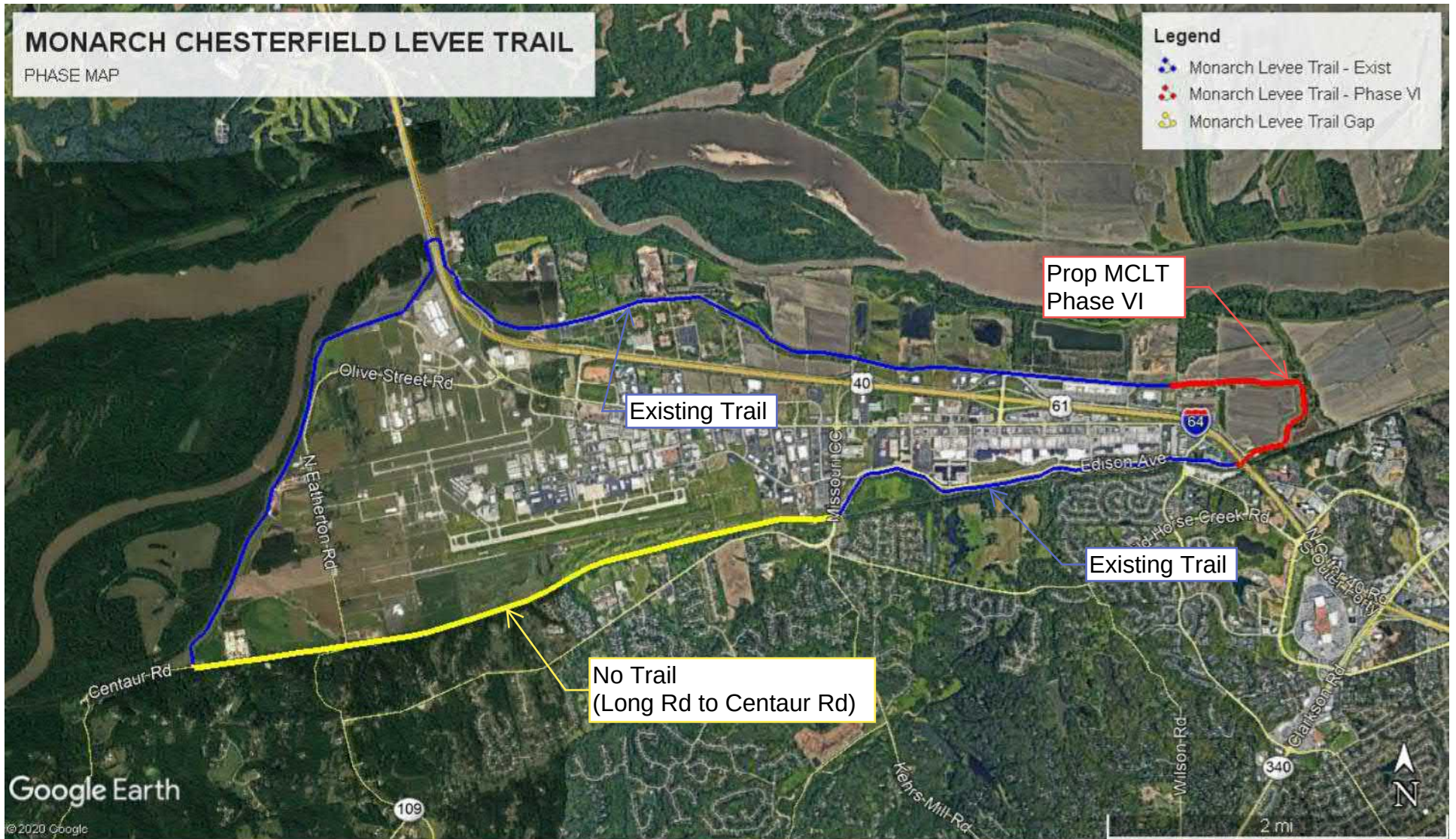


# MONARCH CHESTERFIELD LEVEE TRAIL

PHASE MAP

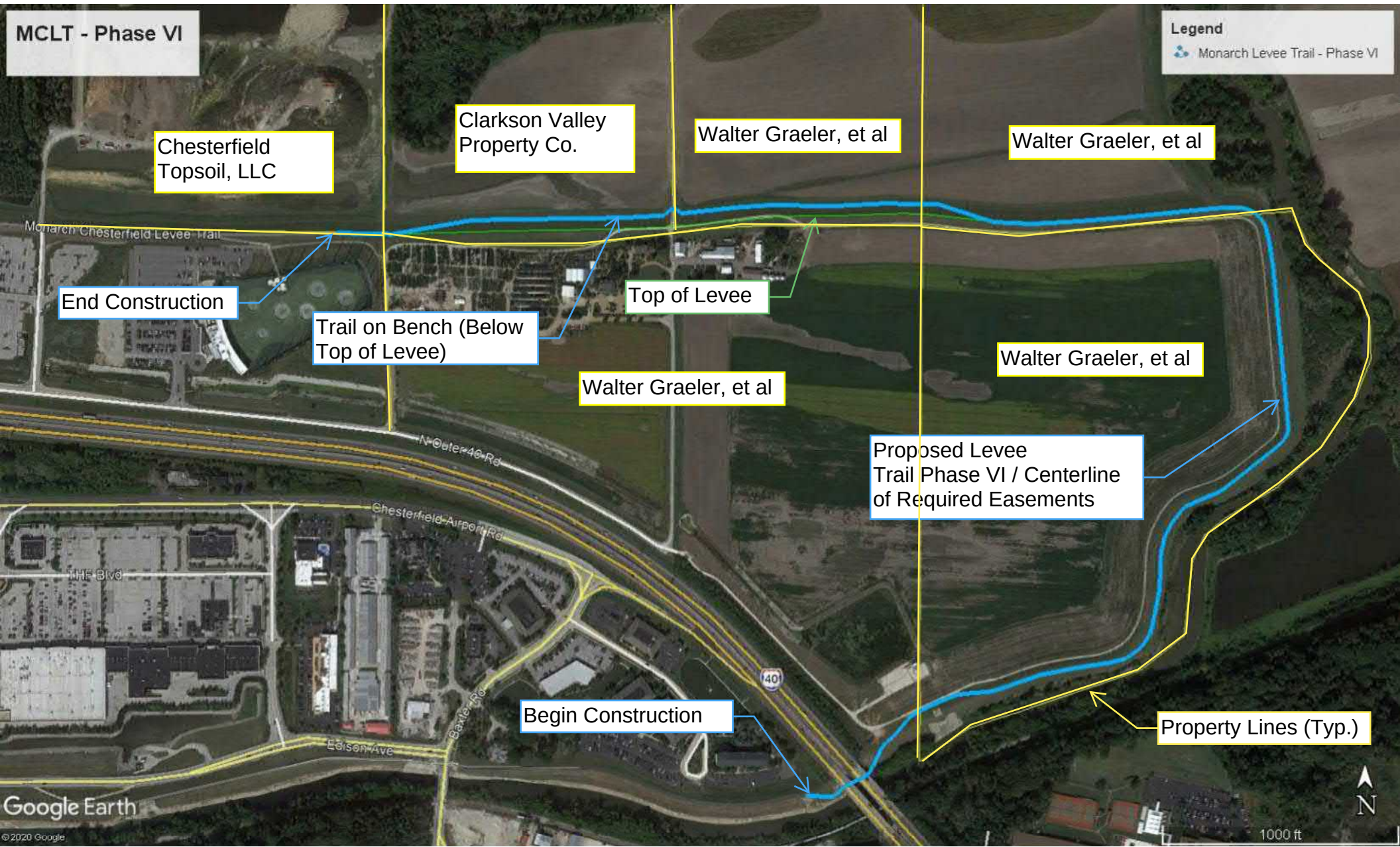
## Legend

- Monarch Levee Trail - Exist
- Monarch Levee Trail - Phase VI
- Monarch Levee Trail Gap





MONARCH CHESTERFIELD LEVEE TRAIL - PHASE VI  
PROPERTY OWNERSHIP / EASEMENT EXHIBIT



**AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI (THE “CITY”) AUTHORIZING CONDEMNATION OF CERTAIN INTERESTS IN REAL PROPERTY LOCATED IN THE CITY FOR THE PURPOSE OF CONSTRUCTING PHASE VI OF THE MONARCH-CHESTERFIELD LEVEE TRAIL EXTENDING THE EXISTING TRAIL.**

**WHEREAS**, the City is a third class city organized and operated pursuant to Chapter 77 of the Revised Statutes of Missouri (RSMo.) with authority under §88.497 RSMo. (2014) as amended, *inter alia*, to condemn all necessary lands within the City limits for the purpose of establishing, opening, widening, extending or altering any street, avenue, public park and for any other necessary public use; and

**WHEREAS**, the City needs certain property interests in, on and over certain parcels legally described in Exhibit A and which interests are illustrated in Exhibit B, attached hereto and incorporated herein by reference (collectively, the “Property Interests”), to acquire interests to allow for the construction and improvement of the City’s infrastructure for public use; and

**WHEREAS**, the Jo Ann Graeler Revocable Living Trust dated November 29, 2017, the Walter E. Graeler Revocable Living Trust dated November 29, 2017, the Judith A. Graeler Revocable Living Trust dated February 22, 2001, and the Clarence E. Graeler Revocable Living Trust dated February 22, 2001 are the owners of record of real property identified as Locator No. 17T640038 located at 16703 North Outer Road in the City which is legally described in Exhibit A and over which the City seeks permanent easement and a temporary construction license as shown in Exhibit B; and

**WHEREAS**, the condemnation of the Property Interests for the construction and improvement of the City’s infrastructure is a public use and a public purpose and is for the benefit of those residents within the City and St. Louis County; and

**WHEREAS**, the Monarch-Chesterfield Levee District (the “MCLD”) has awarded a contract to construct improvements to the Monarch-Chesterfield Levee which will allow the City to complete Phase VI of the Monarch-Chesterfield Levee Trail (the “Levee Trail”); and

**WHEREAS**, the City has previously engaged in negotiations with the owners of record of the real property to acquire the Property Interests without resorting to condemnation but have thus far been unsuccessful, and the City will continue to engage in negotiations throughout the condemnation process to acquire the Property Interests so long as such Property Interests can still be acquired in the time necessary to begin work on Phase VI of the Levee Trail.

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

**Section 1:** The City Council hereby determines that it is necessary and in the public interest for the public purpose to acquire the Property Interests to allow construction and

improvement of the City's infrastructure, all to promote and regulate the health, safety and general welfare of the City and to obtain property to be put to public use and purpose.

**Section 2:** The City Council hereby authorizes the City Administrator, Director of Public Works, Director of Parks, Recreation & Arts, Mayor and City Attorney to take all necessary actions to acquire the Property Interests referenced herein including filing a petition condemning the Property Interests not less than thirty (30) days after the date of the City's written offer to the property owners, continuing to seek voluntary sale, or such other actions necessary to acquire the necessary interests identified herein and such other interests by condemnation or voluntary sale.

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
PRESIDING OFFICER

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

ATTEST:

\_\_\_\_\_  
Vickie McGownd, CITY CLERK

First Reading Held: 01/19/2021

### **Exhibit A**

A tract of land in U.S. Survey 123, Township 45 North, Range 4 East, and described as: Beginning at a point on the North bank of Bonhomme Creek, distant 76 degrees 19 minutes East, 123.3 feet from a point in the West line of said U.S. Survey 123, which point in said West line of U.S. Survey 123 bears North 0 degree 17 minutes West, 243.8 feet from the intersection of said West line with the South line of the Right-of-Way of Chicago, Rock Island & Pacific Railroad, and from which point of beginning a stone bears North 0 degree 17 minutes West, 10 feet, and said point of beginning being also the Southeast corner of tract of 9.43 acres allotted to George Andreas by Commissioners' in Partition Suit entitled Edmund P. Andreas, et al, Plaintiffs, vs. George Andreas, Defendant, being Cause No. 36868 of the Circuit Court of St. Louis County, Missouri, and running thence North 0 degree 17 minutes West along the East line of said 9.43 acre tract, 3428.7 feet to a point on old bank of Missouri River; thence North 84 degrees 38 minutes East along said old bank of Missouri River, 814.5 feet to the East line of U.S. Survey 123, thence along said East line of U.S. Survey 123, South 33 degrees 17 minutes East, 1243.5 feet to a point on the North bank of Bonhomme Creek; thence up said Bank of Bonhomme Creek with the meanders of same to the place of beginning, according to a plat of survey made by Edgar Rapp, Surveyor, and attached to Commissioners' Report in aforementioned Partition Suit, a copy of which said Report and Survey is recorded in Book 535 page 74 of the St. Louis County Records. EXCEPTING FROM the three above tracts of property that part thereof condemned by the State of Missouri, ex rel, Missouri State Highway Commission in Cause No. 286044 of the Circuit Court of St. Louis County, Missouri. AND EXCEPTING THEREFROM that part South of the levee conveyed by deed recorded in Book 13965 page 1031 and Book 13965 page 1031 and Book 13965 page 1037.



## **Legal Description**

### **Graeler Bike Trail Easement and TCL**

A 12 Foot Wide **PERMANENT BIKE TRAIL EASEMENT** across Part of U. S. Survey 2031, and Part of U. S. Survey 123, Township 45 North, Range 4 East of the 5<sup>th</sup> P.M., the centerline of said easement being more particularly described as follows:

#### **Permanent Bike Trail Easement "A"**

**Commencing** at the intersection of the Northerly right of way line of Interstate 64 (State Route 40TR) and the easterly line of a tract of land conveyed to Clarence E. Graeler and Judith Ann Graeler, his wife, and Walter E. Graeler and Jo Ann Graeler, in Deed Book 9049 on Page 1848; THENCE North 47 degrees 28 minutes 31 seconds West along said northerly right of way line, 130.51 feet to the point of beginning; THENCE, leaving said right of way, along a non-tangent curve to the right, having a radius of 99.99 feet, a chord bearing of North 44 degrees 09 minutes 44 seconds East, and an arc length of 22.91 feet; THENCE North 50 degrees 43 minutes 31 seconds East, 53.21 feet; THENCE along a curve to the left, having a radius of 122.89 feet, and an arc length of 18.63 feet; THENCE North 42 degrees 02 minutes 14 seconds East, 93.77 feet; THENCE along a curve to the right, having a radius of 350.00 feet, and an arc length of 270.02 feet; THENCE North 86 degrees 14 minutes 26 seconds East, 69.78 feet; THENCE along a curve to the left, having a radius of 152.98 feet, and an arc length of 49.46 feet; THENCE North 67 degrees 42 minutes 58 seconds East, 66.84 feet; THENCE along a curve to the right, having a radius of 200.00 feet, and an arc length of 6.12 feet; THENCE North 69 degrees 28 minutes 08 seconds East, 72.17 feet; THENCE along a curve to the right, having a radius of 1007.39 feet, and an arc length of 219.60 feet; THENCE North 81 degrees 57 minutes 32 seconds East, 158.80 feet; THENCE along a curve to the left, having a radius of 191.63 feet, and an arc length of 193.88 feet; THENCE North 23 degrees 59 minutes 26 seconds East, 86.12; THENCE along a curve to the left, having a radius of 157.87 feet, and an arc length of 47.63 feet; THENCE North 06 degrees 42 minutes 11 seconds East, 236.53 feet; THENCE along a curve to the right, having a radius of 341.86 feet, and an arc length of 172.51 feet; THENCE North 35 degrees 37 minutes 00 seconds East, 22.02 feet; THENCE along a curve to the right, having a radius of 188.15 feet, and an arc length of 124.27 feet; THENCE North 73 degrees 27 minutes 33 seconds East, 55.10 feet; THENCE along a curve to the left, having a radius of 353.25 feet, and an arc length of 65.10 feet; THENCE along a curve to the left, having a radius of 564.92 feet, and an arc length of 70.40 feet; THENCE North 55 degrees 45 minutes 37 seconds East, 78.48 feet; THENCE along a curve to the left, having a radius of 263.58 feet, and an arc length of 25.27 feet; THENCE North 50 degrees 16 minutes 00 seconds West, 152.73 feet; THENCE along a curve to the left, having a radius of 84.22 feet, and an arc length of 81.88 feet; THENCE North 05 degrees 26 minutes 18 seconds West, 582.35 feet; THENCE along a curve to the left, having a radius of 385.46 feet, and an arc length of 202.21 feet; THENCE along a curve to the left, having a radius of 403.40 feet, and an arc length of 418.13 feet; THENCE South 85 degrees 07 minutes 01 seconds West, 414.14 feet; THENCE along a curve to the right, having a radius of 2591.76, and an arc length of 255.06 feet; THENCE North 89 degrees 14 minutes 38 seconds West, 50.43 feet; THENCE along a curve to the right, having a radius of 121.97 feet, and an arc length of 27.82 feet; THENCE North 76 degrees 10 minutes 27 seconds West, 369.38 feet; THENCE along a curve to the left, having a radius of 104.09 feet, and an arc length of 26.38 feet; THENCE South 89 degrees 03 minutes 36 seconds West, 530.42 feet; THENCE along a curve to the right, having a radius of 200.00 feet, and an arc length of 16.74 feet; THENCE North 86 degrees 08 minutes 36 seconds West 74.88 feet; THENCE along a curve to the left, having a radius of 400.00 feet, and an arc length of 78.04 feet; THENCE South 82 degrees 40 minutes 40 seconds West, 317.57 feet; THENCE along a curve to the right, having a radius of 20.00 feet, and an arc length of 25.09 feet; THENCE North 25 degrees 27 minutes 06 seconds West, 48.67 feet; THENCE along a curve to the left, having a radius of 15.00 feet, and an arc length of 19.42 feet; THENCE South 80 degrees 22 minutes 54 seconds West, 7.68 feet; THENCE along a curve to the left, having a radius of 14.84 feet, and an arc length of 5.55 feet to the terminus of said easement.



**ALSO**

**Permanent Bike Trail Easement “B”**

**Commencing** at the Northwest corner of a tract of land conveyed to Clarence E. Graeler and Judith Ann Graeler, his wife, and Walter E. Graeler and Jo Ann Graeler, in Deed Book 9049 on Page 1848; THENCE South 02 degrees 21 minutes 00 seconds East, 2.23 feet along the east line of said tract to the point of beginning; THENCE along a non-tangent curve to the left, having a radius of 200.00 feet, a chord bearing of North 85 degrees 15 minutes 52 seconds East, and an arc length of 14.22 feet to the point of terminus of said easement.

Said PERMANENT BIKE TRAIL EASEMENT containing 71,987 square feet, more or less, and being situated in the City of Chesterfield, St. Louis County, Missouri.

A 30 Foot Wide **TEMPORARY CONSTRUCTION LICENSE** on both sides of the Permanent Bike Trail Easement, across Part of U. S. Survey 2031, and Part of U. S. Survey 123, Township 45 North, Range 4 East of the 5<sup>th</sup> P.M., said Temporary Construction License being more particularly described as follows:

**Commencing** at the intersection of the Northerly right of way line of Interstate 64 (State Route 40TR) and the easterly line of a tract of land conveyed to Clarence E. Graeler and Judith Ann Graeler, his wife, and Walter E. Graeler and Jo Ann Graeler, in Deed Book 9049 on Page 1848; THENCE North 47 degrees 28 minutes 31 seconds West along said northerly right of way line, 94.38 feet to the point of beginning; THENCE, continuing along said right of way, North 47 degrees 28 minutes 31 seconds West, 72.31 feet; THENCE leaving said right of way, along a non-tangent curve to the right, having a radius of 135.99 feet, a chord bearing of North 44 degrees 48 minutes 55 seconds East, and an arc length of 28.05 feet; THENCE North 50 degrees 43 minutes 31 seconds East, 53.21 feet; THENCE along a curve to the left, having a radius of 86.89 feet, and an arc length of 13.18 feet; THENCE North 42 degrees 02 minutes 14 seconds East, 100.35 feet; THENCE along a curve to the right, having a radius of 386.00 feet, and an arc length of 297.80 feet; THENCE North 86 degrees 14 minutes 26 seconds East, 69.78 feet; THENCE along a curve to the left, having a radius of 116.98 feet, and an arc length of 37.82 feet; THENCE North 67 degrees 42 minutes 58 seconds East, 66.84 feet; THENCE along a curve to the right, having a radius of 236.00 feet, and an arc length of 7.22 feet; THENCE North 69 degrees 28 minutes 08 seconds East, 72.17 feet; THENCE along a curve to the right, having a radius of 1043.39 feet, and an arc length of 227.45 feet; THENCE North 81 degrees 57 minutes 32 seconds East, 158.80 feet; THENCE along a curve to the left, having a radius of 155.63 feet, and an arc length of 157.46 feet; THENCE North 23 degrees 59 minutes 26 seconds East, 86.12; THENCE along a curve to the left, having a radius of 121.87 feet, and an arc length of 36.77 feet; THENCE North 06 degrees 42 minutes 11 seconds East, 236.53 feet; THENCE along a curve to the right, having a radius of 377.86 feet, and an arc length of 190.68 feet; THENCE North 35 degrees 37 minutes 00 seconds East, 22.02 feet; THENCE along a curve to the right, having a radius of 224.15 feet, and an arc length of 148.04 feet; THENCE North 73 degrees 27 minutes 33 seconds East, 55.10 feet; THENCE along a curve to the left, having a radius of 317.25 feet, and an arc length of 58.47 feet; THENCE along a curve to the left, having a radius of 528.92 feet, and an arc length of 65.91 feet; THENCE North 55 degrees 45 minutes 37 seconds East, 78.48 feet; THENCE along a curve to the left, having a radius of 227.58 feet, and an arc length of 21.82 feet; THENCE North 50 degrees 16 minutes 00 seconds East, 152.73 feet; THENCE along a curve to the left, having a radius of 48.22 feet, and an arc length of 46.88 feet; THENCE North 05 degrees 26 minutes 18 seconds West, 582.35 feet; THENCE along a curve to the left, having a radius of 349.46 feet, and an arc length of 183.32 feet;

THENCE along a curve to the left , having a radius of 367.40 feet, and an arc length of 380.82 feet; THENCE South 85 degrees 07 minutes 01 seconds West, 414.14 feet; THENCE along a curve to the right, having a radius of 2627.76, and an arc length of 258.63 feet; THENCE North 89 degrees 14 minutes 38 seconds West, 50.43 feet; THENCE along a curve to the right, having a radius of 157.97 feet, and an arc length of 36.03 feet; THENCE North 76 degrees 10 minutes 27 seconds West, 369.38 feet; THENCE along a curve to the left, having a radius of 68.09 feet, and an arc length of 17.55 feet; THENCE South 89 degrees 03 minutes 36 seconds West, 530.42 feet; THENCE along a curve to the right, having a radius of 236.00 feet, and an arc length of 19.76 feet; THENCE North 86 degrees 08 minutes 36 seconds West 74.88 feet; THENCE along a curve to the left, having a radius of 364.00 feet, and an arc length of 71.02 feet; THENCE South 82 degrees 40 minutes 40 seconds West, 317.57 feet; THENCE along a curve to the right, having a radius of 56.00 feet, and an arc length of 70.25 feet; THENCE North 25 degrees 27 minutes 06 seconds West, 7.72 feet; THENCE South 19 degrees 55 minutes 16 seconds West, 13.16 feet; THENCE along a curve to the right, having a radius of 56.00 feet, and an arc length of 20.37 feet; THENCE North 00 degrees 32 minutes 06 seconds East, 76.05 feet; THENCE North 80 degrees 22 minutes 54 seconds East, 6.48 feet; THENCE along a curve to the right, having a radius of 51.00 feet, and an arc length of 66.02 feet; THENCE South 25 degrees 27 minutes 06 seconds East, 37.08 feet; THENCE North 82 degrees 40 minutes 40 seconds East, 305.97 feet; THENCE along a curve to the right, having a radius of 436.00 feet, and an arc length of 85.07 feet; THENCE South 86 degrees 08 minutes 36 seconds East, 74.88 feet; THENCE along a curve to the left, having a radius of 164.00 feet, and an arc length of 13.73 feet; THENCE North 89 degrees 03 minutes 36 seconds East, 530.42 feet; THENCE along a curve to the right, having a radius of 140.09 feet, and an arc length of 36.10 feet; THENCE South 76 degrees 10 minutes 27 seconds East, 369.38 feet; THENCE along a curve to the left, having a radius of 85.97 feet, and an arc length of 19.61 feet; THENCE South 89 degrees 14 minutes 38 seconds East, 50.43 feet; THENCE along a curve to the left, having a radius of 2555.76 feet, and an arc length of 251.54 feet; THENCE North 85 degrees 07 minutes 01 seconds East, 414.14 feet; THENCE along a curve to the right, having a radius of 439.40 feet, and an arc length of 455.45 feet; THENCE along a curve to the right, having a radius of 421.46 feet, and an arc length of 221.09 feet; THENCE South 05 degrees 26 minutes 18 seconds East, 582.35 feet; THENCE along a curve to the right, having a radius of 120.22 feet, and an arc length of 116.88 feet; THENCE South 50 degrees 16 minutes 00 seconds West, 152.73 feet; THENCE along a curve to the right, having a radius of 299.58 feet, and an arc length of 28.73 feet; THENCE South 55 degrees 45 minutes 37 seconds West, 78.48 feet; THENCE along a curve to the right, having a radius of 600.92 feet, and an arc length of 74.88 feet; THENCE along a curve to the right, having a radius of 389.25 feet, and an arc length of 71.74 feet; THENCE South 73 degrees 27 minutes 33 seconds West, 55.10 feet; THENCE along a curve to the left, having a radius of 152.15 feet, and an arc length of 100.49 feet; THENCE South 35 degrees 37 minutes 00 seconds West, 22.02 feet; THENCE along a curve to the left, having a radius of 305.86 feet, and an arc length of 154.35 feet; THENCE South 06 degrees 42 minutes 11 seconds West, 236.53 feet; THENCE along a curve to the right, having a radius of 193.87 feet, and an arc length of 58.50 feet; THENCE South 23 degrees 59 minutes 26 seconds West, 86.12 feet; THENCE along a curve to the right, having a radius of 227.64 feet, and an arc length of 230.31 feet; THENCE South 81 degrees 57 minutes 32 seconds West, 158.80 feet; THENCE along a curve to the left, having a radius of 227.64 feet, and an arc length of 211.76 feet; THENCE South 69 degrees 28 minutes 08 seconds West, 72.17 feet; THENCE along a curve to the left, having a radius of 164.00 feet, and an arc length of 5.02 feet; THENCE South 67 degrees 42 minutes 58 seconds West, 66.84 feet; THENCE along a curve to the right, having a radius of 188.98 feet, and an arc length of 61.10 feet; THENCE South 86 degrees 14 minutes 26 seconds West, 69.78 feet; THENCE along a curve to the left, having a radius of 314.00 feet, and an arc length of 242.25 feet; THENCE South 42 degrees 02 minutes 14 seconds West, 93.77 feet; THENCE along a curve to the right, having a radius of 158.89 feet, and an arc length of 24.09 feet; THENCE South 50 degrees 43 minutes 31 seconds West, 53.21 feet; THENCE along a curve to the left, having a radius of 63.99 feet, and an arc length of 17.77 feet to the point of beginning of said Temporary Construction License "A".

Less and Excepting that part conveyed as PERMANENT BIKE TRAIL EASEMENT "A" above.

## **ALSO**

**Commencing** at the Northwest corner of a tract of land conveyed to Clarence E. Graeler and Judith Ann Graeler, his wife, and Walter E. Graeler and Jo Ann Graeler, in Deed Book 9049 on Page 1848; THENCE South 85 degrees 45 minutes 16 seconds East, 144.82 feet along the north line of said tract to the point of beginning; THENCE South 79 degrees 55 minutes 07 seconds West, 30.46 feet; THENCE along a curve to the left, having a radius of 164.00 feet and an arc length of 9.00 feet; THENCE South 76 degrees 46 minutes 32 seconds West, 62.62 feet; THENCE along a curve to the right, having a radius of 236.00 feet and an arc length of 43.58 feet; THENCE North 02 degrees 21 minutes 00 seconds West, 38.24 feet to the point of beginning of said Temporary Construction License “B”.

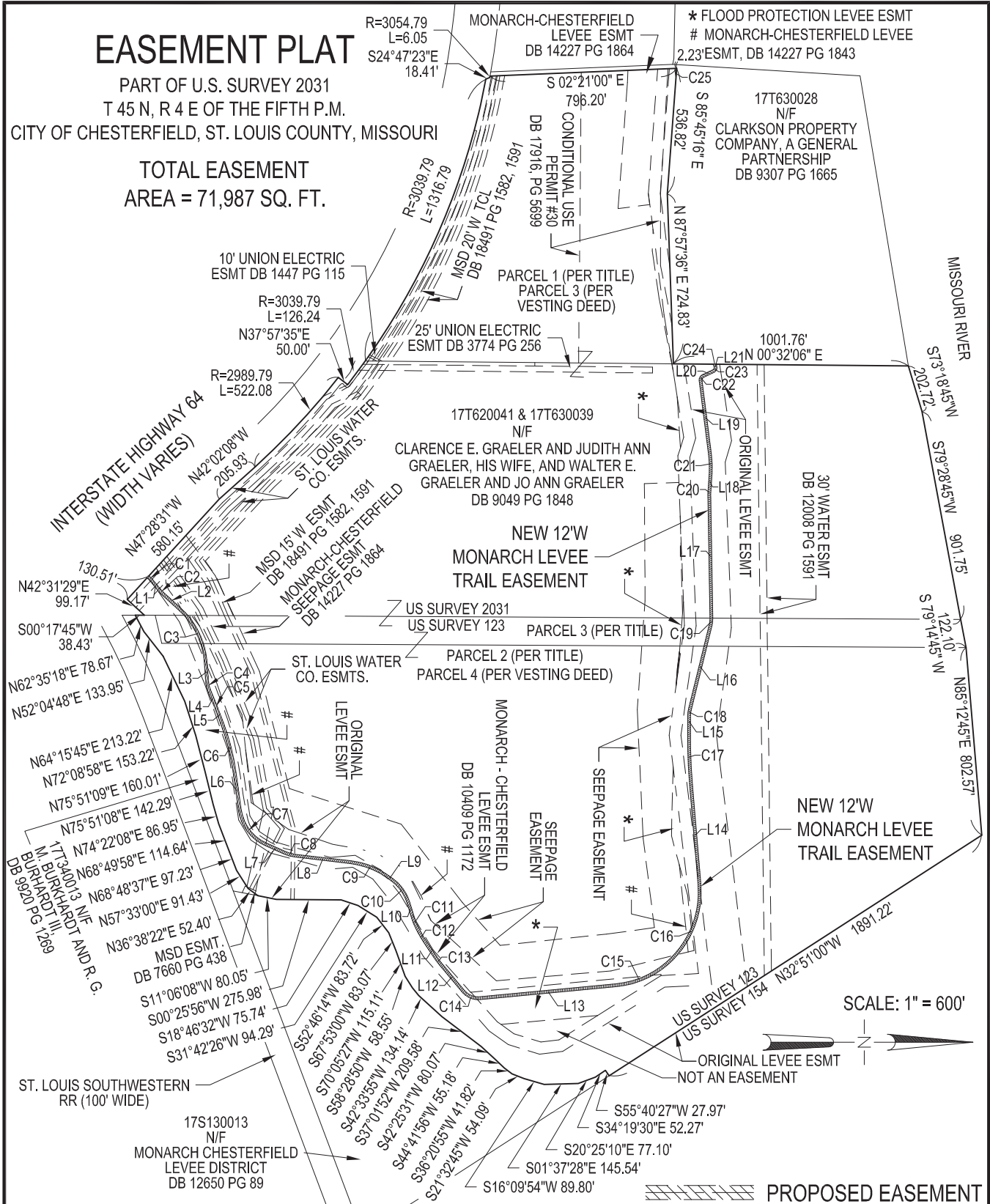
Less and Excepting that part conveyed as PERMANENT BIKE TRAIL EASEMENT “B” above.

Said TEMPORARY CONSTRUCTION LICENSE containing 362,073 square feet, more or less, and being situated in the City of Chesterfield, St. Louis County, Missouri.

# EASEMENT PLAT

PART OF U.S. SURVEY 2031  
T 45 N, R 4 E OF THE FIFTH P.M.  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

TOTAL EASEMENT  
AREA = 71,987 SQ. FT.



DATE:

1/21/20

SHEET 1 OF 2

**KdG**

Kuhlmann  
Design  
Group, Inc.

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2043 Woodland Pkwy  
Suite 201  
St. Louis, Missouri 63146  
tel.(314) 434-8898  
St. Louis, Missouri  
Belleville, Illinois

**EXHIBIT  
A**

# EASEMENT PLAT

PART OF U.S. SURVEY 2031  
T 45 N, R 4 E OF THE FIFTH P.M.  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

LINE TABLE

| LINE | LENGTH | BEARING     |
|------|--------|-------------|
| L1   | 53.21  | N50°43'31"E |
| L2   | 93.77  | N42°02'14"E |
| L3   | 69.78  | N86°14'26"E |
| L4   | 66.84  | N67°42'58"E |
| L5   | 72.17  | N69°28'08"E |
| L6   | 158.80 | N81°57'32"E |
| L7   | 86.12  | N23°59'26"E |
| L8   | 236.53 | N06°42'11"E |
| L9   | 22.02  | N35°37'00"E |
| L10  | 55.10  | N73°27'33"E |
| L11  | 78.48  | N55°45'37"E |
| L12  | 152.73 | N50°16'00"W |
| L13  | 582.35 | N05°26'18"W |
| L14  | 414.14 | S85°07'01"W |
| L15  | 50.43  | N89°14'38"W |
| L16  | 369.38 | N76°10'27"W |
| L17  | 530.42 | S89°03'36"W |
| L18  | 74.88  | N86°08'36"W |
| L19  | 317.57 | S82°40'40"W |
| L20  | 48.67  | N25°27'06"W |
| L21  | 7.68   | S80°22'54"W |

CURVE TABLE

| CURVE | LENGTH | RADIUS  |
|-------|--------|---------|
| C1    | 22.91  | 99.99   |
| C2    | 18.63  | 122.89  |
| C3    | 270.02 | 350.00  |
| C4    | 49.46  | 152.98  |
| C5    | 6.12   | 200.00  |
| C6    | 219.60 | 1007.39 |
| C7    | 193.88 | 191.63  |
| C8    | 47.63  | 157.87  |
| C9    | 172.51 | 341.86  |
| C10   | 124.27 | 188.15  |
| C11   | 65.10  | 353.25  |
| C12   | 70.40  | 564.92  |
| C13   | 25.27  | 263.58  |
| C14   | 81.88  | 84.22   |
| C15   | 202.21 | 385.46  |
| C16   | 418.13 | 403.40  |
| C17   | 255.08 | 2591.76 |
| C18   | 27.82  | 121.97  |
| C19   | 26.38  | 104.09  |
| C20   | 16.74  | 200.00  |
| C21   | 78.04  | 400.00  |
| C22   | 25.09  | 20.00   |
| C23   | 19.42  | 15.00   |
| C24   | 5.55   | 14.84   |
| C25   | 14.22  | 200.00  |

DATE:  
1/21/20

SHEET 2 OF 2

**K d G**

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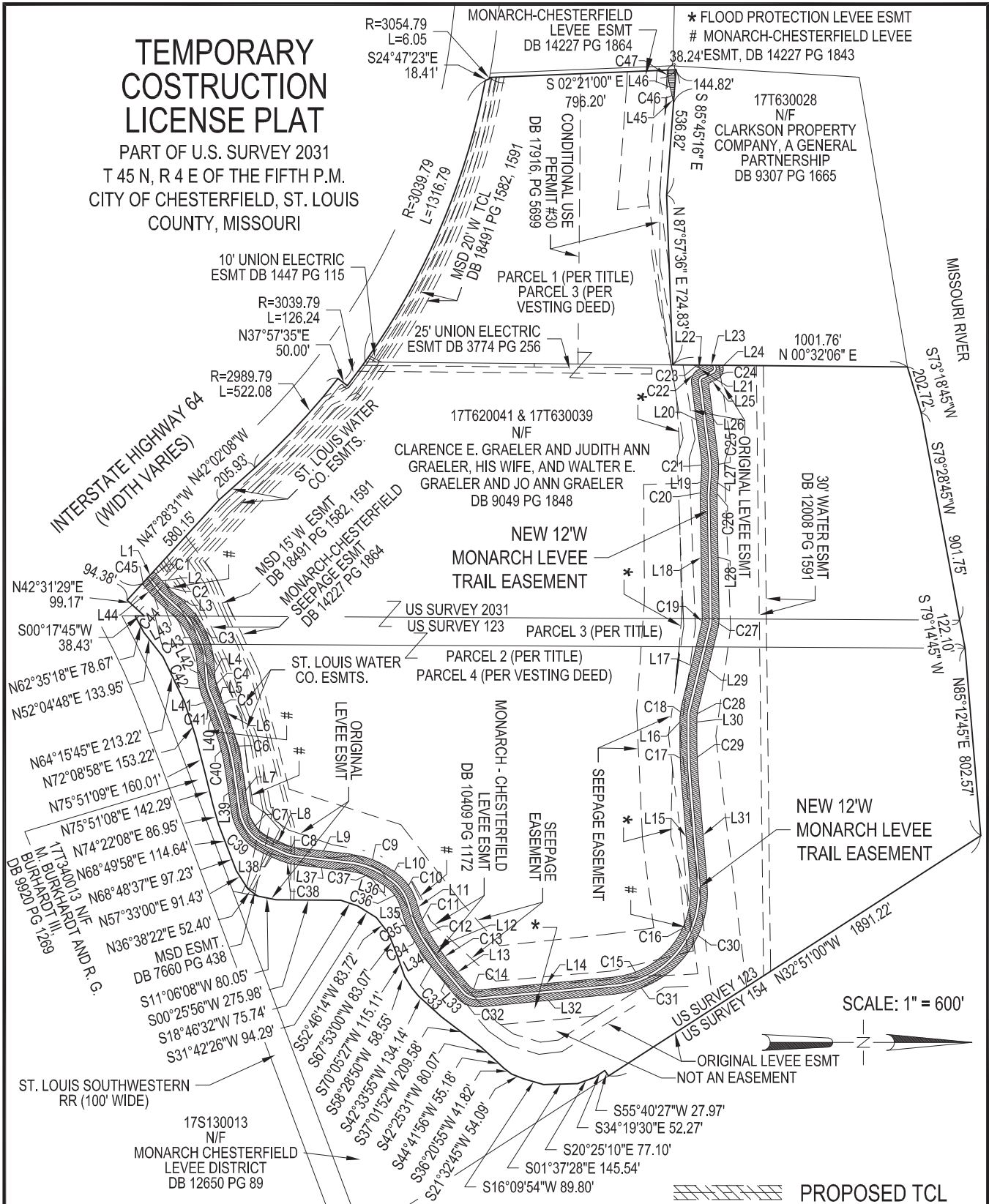
2043 Woodland Parkway  
Suite 201  
St. Louis, Missouri 63146  
tel.(314) 434-8898  
St. Louis, Missouri  
Belleville, Illinois

**EXHIBIT**  
**A1**



# TEMPORARY CONSTRUCTION LICENSE PLAT

PART OF U.S. SURVEY 2031  
T 45 N, R 4 E OF THE FIFTH P.M.  
CITY OF CHESTERFIELD, ST. LOUIS  
COUNTY, MISSOURI



DATE:

4/20/20

SHEET 1 OF 3

**KdG**

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**EXHIBIT  
A**

# TEMPORARY CONSTRUCTION LICENSE

PART OF U.S. SURVEY 2031

T 45 N, R 4 E OF THE FIFTH P.M.

CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L1         | 72.31  | N47°28'31"W |
| L2         | 53.21  | N50°43'31"E |
| L3         | 100.35 | N42°02'14"E |
| L4         | 69.78  | N86°14'26"E |
| L5         | 66.84  | N67°42'58"E |
| L6         | 72.17  | N69°28'08"E |
| L7         | 158.80 | N81°57'32"E |
| L8         | 86.12  | N23°59'26"E |
| L9         | 236.53 | N06°42'11"E |
| L10        | 22.02  | N35°37'00"E |
| L11        | 55.10  | N73°27'33"E |
| L12        | 78.48  | N55°45'37"E |
| L13        | 152.73 | N50°16'00"E |
| L14        | 582.35 | N05°26'18"W |
| L15        | 414.14 | S85°07'01"W |
| L16        | 50.43  | N89°14'38"W |
| L17        | 369.38 | N76°10'27"W |
| L18        | 530.42 | S89°03'36"W |
| L19        | 74.88  | N86°08'36"W |
| L20        | 317.57 | S82°40'40"W |
| L21        | 7.72   | N25°27'06"W |
| L22        | 13.16  | S19°55'16"W |
| L23        | 76.05  | N00°32'06"E |
| L24        | 6.48   | N80°22'54"E |
| L25        | 37.08  | S25°27'06"E |
| L26        | 305.97 | N82°40'40"E |
| L27        | 74.88  | S86°08'36"E |
| L28        | 530.42 | N89°03'36"E |
| L29        | 369.38 | S76°10'27"E |
| L30        | 50.43  | S89°14'38"E |
| L31        | 414.14 | N85°07'01"E |
| L32        | 582.35 | S05°26'18"E |
| L33        | 152.73 | S50°16'00"W |
| L34        | 78.48  | S55°45'37"W |
| L35        | 55.10  | S73°27'33"W |
| L36        | 22.02  | S35°37'00"W |
| L37        | 236.53 | S06°42'11"W |
| L38        | 86.12  | S23°59'26"W |
| L39        | 158.80 | S81°57'32"W |
| L40        | 72.17  | S69°28'08"W |
| L41        | 66.84  | S67°42'58"W |
| L42        | 69.78  | S86°14'26"W |
| L43        | 93.77  | S42°02'14"W |
| L44        | 53.21  | S50°43'31"W |

| CURVE TABLE |        |         |
|-------------|--------|---------|
| CURVE       | LENGTH | RADIUS  |
| C1          | 28.05  | 135.99  |
| C2          | 13.18  | 86.89   |
| C3          | 297.80 | 386.00  |
| C4          | 37.82  | 116.98  |
| C5          | 7.22   | 236.00  |
| C6          | 227.45 | 1043.39 |
| C7          | 157.46 | 155.63  |
| C8          | 36.77  | 121.87  |
| C9          | 190.68 | 377.86  |
| C10         | 148.04 | 224.15  |
| C11         | 58.47  | 317.25  |
| C12         | 65.91  | 528.92  |
| C13         | 21.82  | 227.58  |
| C14         | 46.88  | 48.22   |
| C15         | 183.32 | 349.46  |
| C16         | 380.82 | 367.40  |
| C17         | 258.63 | 2627.76 |
| C18         | 36.03  | 157.97  |
| C19         | 17.55  | 68.09   |
| C20         | 19.76  | 236.00  |
| C21         | 71.02  | 364.00  |
| C22         | 70.25  | 56.00   |
| C23         | 20.37  | 56.00   |
| C24         | 66.02  | 51.00   |
| C25         | 85.07  | 436.00  |
| C26         | 13.73  | 164.00  |
| C27         | 36.10  | 140.09  |
| C28         | 19.61  | 85.97   |
| C29         | 251.54 | 2555.76 |
| C30         | 455.45 | 439.40  |
| C31         | 221.09 | 421.46  |
| C32         | 116.88 | 120.22  |
| C33         | 28.73  | 299.58  |
| C34         | 74.88  | 600.92  |
| C35         | 71.74  | 389.25  |
| C36         | 100.49 | 152.15  |
| C37         | 154.35 | 305.86  |
| C38         | 58.50  | 193.87  |
| C39         | 230.31 | 227.64  |
| C40         | 211.76 | 227.64  |
| C41         | 5.02   | 164.00  |
| C42         | 61.10  | 188.98  |
| C43         | 242.25 | 314.00  |
| C44         | 24.09  | 158.89  |
| C45         | 17.77  | 63.99   |

DATE:  
4/20/20

SHEET 2 OF 3

**K d G**

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Belleville, Illinois

**EXHIBIT**  
**A1**

# TEMPORARY CONSTRUCTION LICENSE

PART OF U.S. SURVEY 2031  
T 45 N, R 4 E OF THE FIFTH P.M.  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L45        | 30.46  | S79°55'07"W |
| L46        | 62.62  | S76°46'32"W |

| CURVE TABLE |        |        |
|-------------|--------|--------|
| CURVE       | LENGTH | RADIUS |
| C46         | 9.00   | 164.00 |
| C47         | 43.58  | 236.00 |

DATE:  
4/20/20

SHEET 3 OF 3

**K d G**

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EXHIBIT  
A2

## Memorandum

### Department of Public Works



**TO:** Michael O. Geisel, P.E.  
City Administrator

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

**DATE:** December 23, 2020

**RE:** Monarch - Chesterfield Levee Trail Easements

---

As you know, the Public Works Staff has been pursuing the construction of Phase VI of the Monarch-Chesterfield Levee Trail for some time. This section of the Levee Trail will fill the missing gap from I-64 to the northeast corner of Top Golf (see the attached map). Please note that once constructed Phase VI will complete the City's plans for the Levee Trail, allowing trail users to travel on or near the Monarch-Chesterfield Levee from Long Road (near Edison Avenue) to Centaur Road. It is worth noting that if the railroad tracks connecting Centaur Road / Eatherton Road to Long Road (near Edison Avenue) are ever abandoned that section of railroad could potentially be converted to a trail, creating a full "loop" around Chesterfield Valley. However, such a "loop" is impractical at this time, with the railroad in operation. Accordingly, the City of Chesterfield has no additional plans for the Levee Trail once Phase VI is constructed.

Engineering plans for Phase VI of the Levee Trail are complete, and these plans have been approved by the US Army Corp of Engineers, the Monarch-Chesterfield Levee District, MSD, and MODOT. Once the Monarch-Chesterfield Levee District completes its project to the improve and enhance the Levee, the Levee will be prepared for trail construction. However, the City cannot award a project or commence construction of the trail until it acquires the necessary easements.

Phase VI of the Monarch-Chesterfield Levee Trail affects six properties, as detailed in the attached memorandum from Civil Engineer Steve Merk. The majority of Phase VI will be located on four parcels, each of which is owed in part by four separate trusts. The appraised value of the easements required over these four parcels is \$25,335. The easements required over the remaining two parcels are much smaller and are appraised at \$2,423 and \$200. The total appraised value of the easements required is \$27,958. These easements are all located within the limits of the Monarch-Chesterfield Levee.

Previous correspondence with the property owners leads the City Staff to believe that it will be difficult, if not impossible, to negotiate easement terms over these properties. Accordingly, we have consulted with the City Attorney to ensure that any and all actions taken by the City are proper and lawful should the matter proceed to condemnation. In response, the City Attorney has recommended that the City Council pass an ordinance authorizing the City Staff to make a financial offer and negotiate terms for the acquisition of these easements. Further, if the City Staff cannot acquire the necessary easements, the ordinance authorizes the City Attorney to file a petition of condemnation.

Please be advised that, if approved, condemnation will be a “last resort” regarding the acquisition of these easements. The City Staff will attempt to acquire the easements by paying the appraised value and will offer to negotiate with the property owners. That said, if the property owners will not negotiate, or we cannot come to terms, the matter will proceed to condemnation.

There is simply no way for the City to construct Phase VI of the Monarch-Chesterfield Levee Trail without acquiring easements from the underlying property owners. Accordingly, if the City Council desires to fill the 1.5 mile gap of the Levee Trail from I64 to Top Golf it is my recommendation that the City Council pass the attached ordinances authorizing Staff to negotiate for these easements and initiate condemnation if necessary.

#### **Action Recommended**

This matter should be forwarded to the Planning and Public Works Committee for consideration. Should PPW concur with Staff’s recommendation it should vote to recommend approval of the attached ordinances to the full City Council.

**Please forward to PPW for review and consideration.**

 **2020-12-23**

**Note: The easement for 16849 N. Outer 40 Road has been acquired;  
the associated ordinance has been removed.**



# Memorandum

## Department of Public Works



TO: Jim Eckrich, P.E.  
Public Works Director / City Engineer

FROM: Steve Merk, P.E. *Sm*  
Civil Engineer

DATE: December 22, 2020

RE: Monarch Levee Trail – Phase VI (2013-PW-08)  
Easement Acquisition Memo

---

As you are aware, the City is planning to construct Phase VI of the Monarch Chesterfield Levee Trail after the Levee District finishes construction of their planned improvements to the levee. This phase of the Levee Trail will fill a 1.5 mile gap in the existing levee trail from I-64 to the northeast corner of Top Golf. Once completed, the only remaining gap in the trail around Chesterfield Valley will be between Long Road and Centaur Road. See attached exhibit.

The Levee District will be widening the top of the levee and constructing a wider base with a flat bench area on the north side of the levee, approximately 15' lower than the levee top. The proposed 10' wide, asphalt trail is designed to transition from the top of the levee to the river-side bench area for approximately 0.5 mile behind an adjacent residence and nursery. The trail location on the bench area will provide a visual buffer so that trail users will not be able to directly see into those adjacent properties from the trail. Locating the trail on the bench is also intended to help in easement acquisition by addressing this primary concern of the adjacent homeowner.

The total construction cost for the 1.5 mile trail project is estimated to be \$800,000. Note that all costs associated with the Levee Trail are funded by the Chesterfield Valley Transportation Development District (TDD).

The proposed alignment is located on private property, so easements will be required from the property owners prior to construction of the trail. City Staff will be working with them to obtain both a permanent 12' trail easement and a 30' Temporary Construction License on either side of the trail to allow for construction access.

Staff obtained title reports and property appraisals for each of the affected properties. The title reports were necessary to ensure that all legal owners of record were properly notified of the City's desire to acquire said easements and were properly compensated. The property appraisals established values for each of the required easements.

The majority of the proposed trail will be located on four separate parcels that are owned by the Graeler family. The title reports showed that the four affected parcels are each owned by four separate ownership entities, each with  $\frac{1}{4}$  equal interest – Jo Ann Graeler Revocable Living Trust, Walter E. Graeler Revocable Living Trust, Judith A Graeler Revocable Living Trust, and Clarence E. Graeler Revocable Living Trust. The permanent trail easement on these properties contains 71,987 square feet, and the temporary construction license contains 362,073 square feet. The total fair market value of the easements on the four Graeler properties was appraised to be \$25,335.

The City approached Mr. Walter Graeler in 2015 to discuss the possibility of obtaining an easement for the proposed trail, but Mr. Graeler objected to the project and was not interested in granting an easement at that time. When Staff reached out to Mr. Graeler again in 2020 with a phone call and letter describing the City's interest in obtaining an easement, the City received a response from Mr. Graeler's attorney requesting all future correspondence to be directed to his office as he expects a condemnation suit to be filed by the City.

The remainder of the trail will be located on property owned by Clarkson Valley Property Company, LLP and Chesterfield Topsoil, LLC. The permanent easement on the Clarkson Valley Property covers 15,771 square feet, and the temporary construction license covers 76,322 square feet. The fair market value of these easements was appraised to be \$2,423. Note that Clarkson Valley Property Company, LLP is actually controlled by Mr. Walter Graeler, so the acquisition of this easement may also be contentious.

There is already a permanent easement for the proposed trail that exists on the Chesterfield Topsoil property, so only a temporary construction license is required. That temporary construction license covers 6,512 square feet, and the value was appraised to be \$200.

Note that construction of Phase VI of the Levee Trail cannot commence until the Levee District project is complete and all necessary easements are obtained.

cc: Zachary S. Wolff, P.E. – Assistant City Engineer

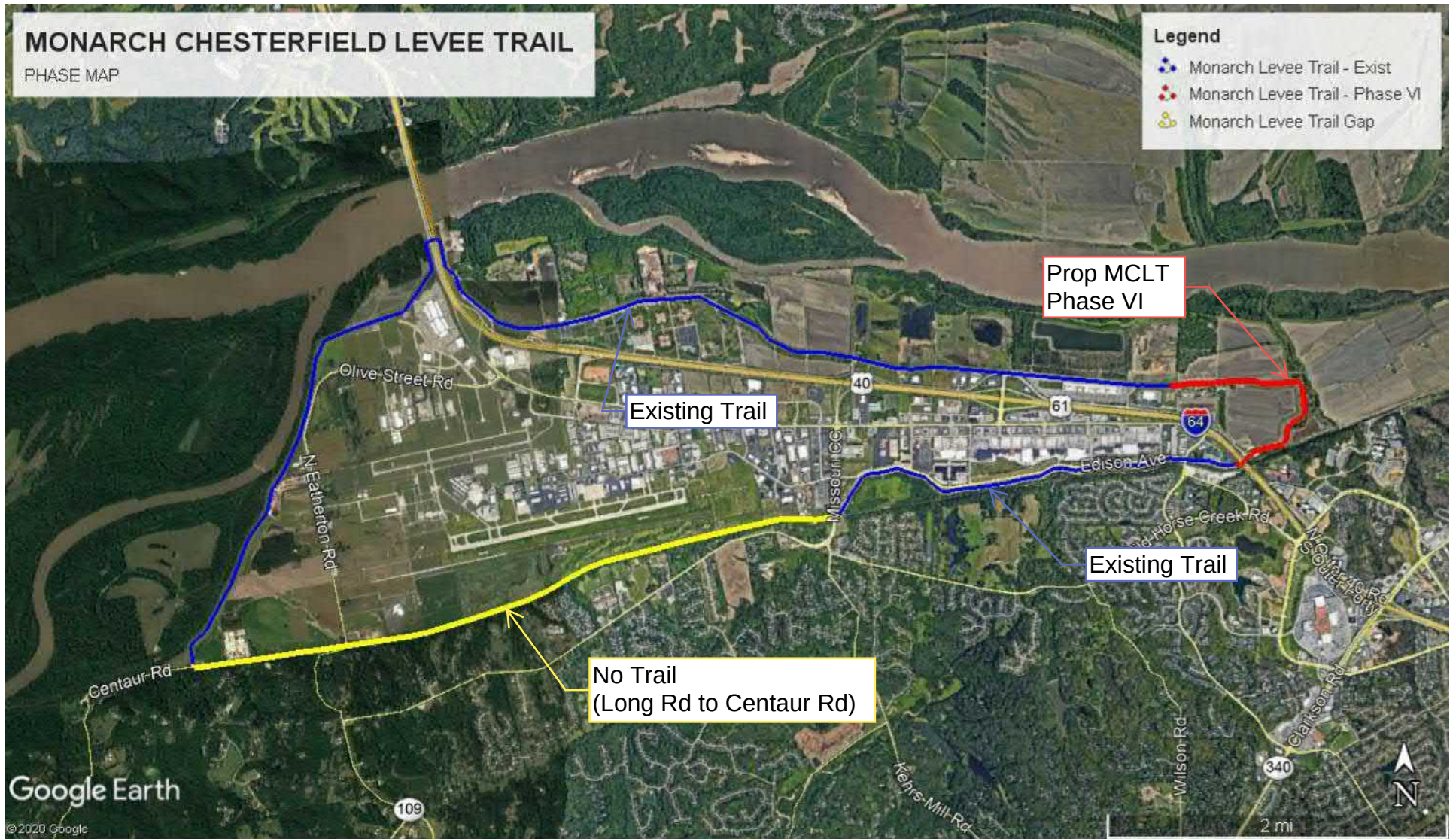
2013-PW-08 MCLT Phase VI Project

# MONARCH CHESTERFIELD LEVEE TRAIL

PHASE MAP

## Legend

- Monarch Levee Trail - Exist
- Monarch Levee Trail - Phase VI
- Monarch Levee Trail Gap

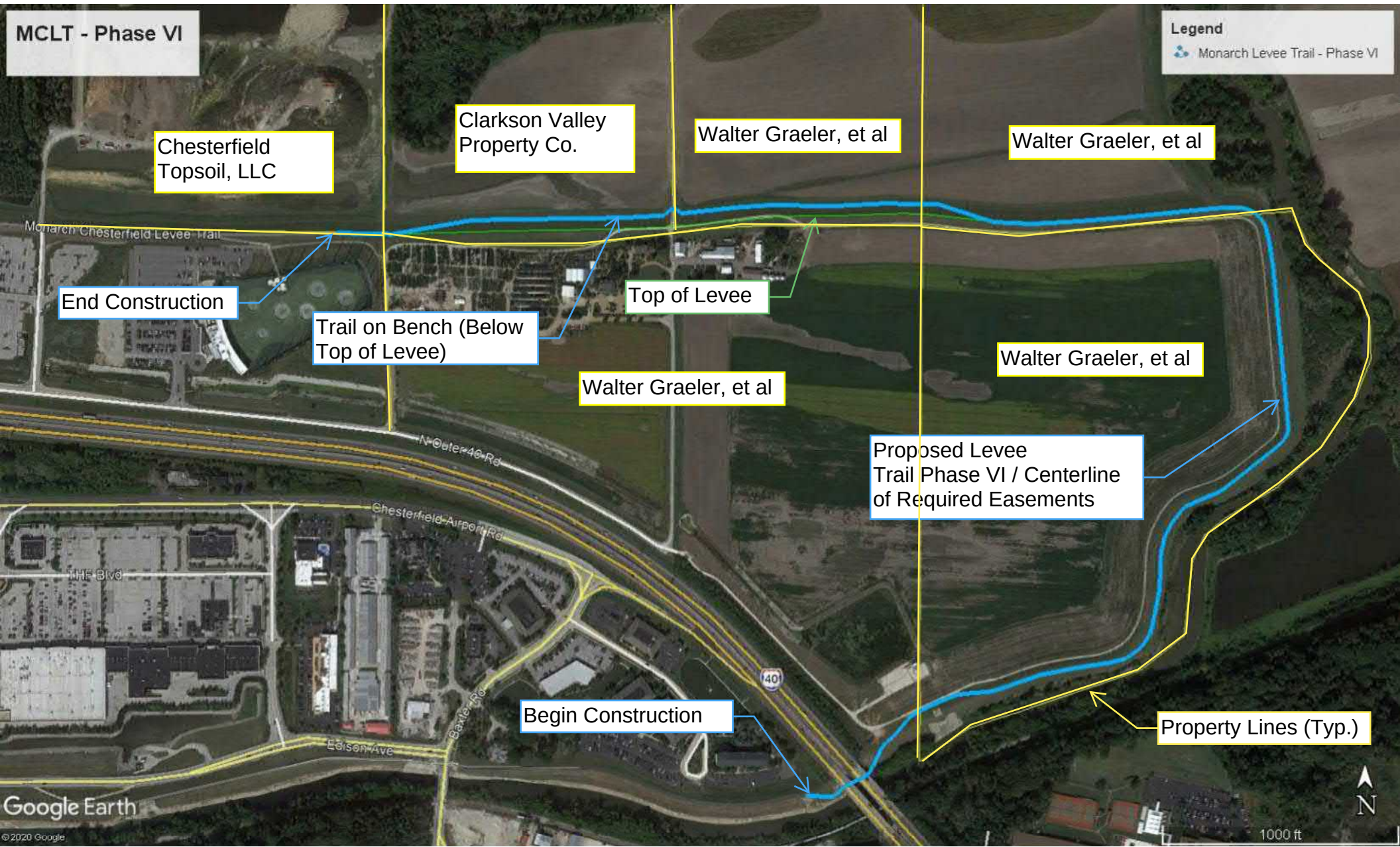


Google Earth

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MONARCH CHESTERFIELD LEVEE TRAIL - PHASE VI  
PROPERTY OWNERSHIP / EASEMENT EXHIBIT



**AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI (THE “CITY”) AUTHORIZING CONDEMNATION OF CERTAIN INTERESTS IN REAL PROPERTY LOCATED IN THE CITY FOR THE PURPOSE OF CONSTRUCTING PHASE VI OF THE MONARCH-CHESTERFIELD LEVEE TRAIL EXTENDING THE EXISTING TRAIL.**

**WHEREAS**, the City is a third class city organized and operated pursuant to Chapter 77 of the Revised Statutes of Missouri (RSMo.) with authority under §88.497 RSMo. (2014) as amended, *inter alia*, to condemn all necessary lands within the City limits for the purpose of establishing, opening, widening, extending or altering any street, avenue, public park and for any other necessary public use; and

**WHEREAS**, the City needs certain property interests in, on and over certain parcels legally described in Exhibit A and which interests are illustrated in Exhibit B, attached hereto and incorporated herein by reference (collectively, the “Property Interests”), to acquire interests to allow for the construction and improvement of the City’s infrastructure for public use; and

**WHEREAS**, the Jo Ann Graeler Revocable Living Trust dated November 29, 2017, the Walter E. Graeler Revocable Living Trust dated November 29, 2017, the Judith A. Graeler Revocable Living Trust dated February 22, 2001, and the Clarence E. Graeler Revocable Living Trust dated February 22, 2001 are the owners of record of real property identified as Locator No. 17T620041 located at 16801 North Outer Road in the City which is legally described in Exhibit A and over which the City seeks a permanent easement and a temporary construction license as shown in Exhibit B; and

**WHEREAS**, the condemnation of the Property Interests for the construction and improvement of the City’s infrastructure is a public use and a public purpose and is for the benefit of those residents within the City and St. Louis County; and

**WHEREAS**, the Monarch-Chesterfield Levee District (the “MCLD”) has awarded a contract to construct improvements to the Monarch-Chesterfield Levee which will allow the City to complete Phase VI of the Monarch-Chesterfield Levee Trail (the “Levee Trail”); and

**WHEREAS**, the City has previously engaged in negotiations with the owners of record of the real property to acquire the Property Interests without resorting to condemnation but have thus far been unsuccessful, and the City will continue to engage in negotiations throughout the condemnation process to acquire the Property Interests so long as such Property Interests can still be acquired in the time necessary to begin work on Phase VI of the Levee Trail.

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

**Section 1:** The City Council hereby determines that it is necessary and in the public interest for the public purpose to acquire the Property Interests to allow construction and



improvement of the City's infrastructure, all to promote and regulate the health, safety and general welfare of the City and to obtain property to be put to public use and purpose.

**Section 2:** The City Council hereby authorizes the City Administrator, Director of Public Works, Director of Parks, Recreation & Arts, Mayor and City Attorney to take all necessary actions to acquire the Property Interests referenced herein including filing a petition condemning the Property Interests not less than thirty (30) days after the date of the City's written offer to the property owners, continuing to seek voluntary sale, or such other actions necessary to acquire the necessary interests identified herein and such other interests by condemnation or voluntary sale.

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
PRESIDING OFFICER

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

ATTEST:

\_\_\_\_\_  
Vickie McGownd, CITY CLERK

First Reading Held: 01/19/2021

### **Exhibit A**

A tract of land, being part of US. Survey 2031, Township 45 North, Range 4 East, in St. Louis County, Missouri, and being more particularly described as follows: Beginning at a point, said point being at the intersection of the Northern line of the U.S. Highway 40 T.R., 100 feet wide, with the Eastern line of of tract of land described in deed to Edmund P. Andreas and recorded in Book 127 page 498 of the St. Louis County Records; thence along said Eastern line North 0 degrees 6 -1/2 minutes West , 1590.59 feet to a pipe; thence South 87 degrees 19 minutes west, 724.90 feet to a pipe; thence being distant South 86 degrees 24 1/2 minutes East, 18.09 feet from an old stone in the Western line of said tract of land conveyed to Edmund P. Andreas by deed recorded in Book 127 page 498 of the St. Louis County Records, as aforesaid; thence along a line 18 feet East of and parallel with said Western line, South 3 degrees East, 1147.56 feet to its intersection with the Northern line of said U.S. Highway 40 T.R.; thence along the Norther line of said highway, Southeastwardly along the arc of a curve to the right having a radius of 2914.90 feet, a distance of 1293.20 feet (chord of said arc bears South 69 degrees 44 minutes East, 1282.48 feet) to the point of beginning, according to a survey by Rapp & Rapp, made on the 24th day of June, 1946. Excepting therefrom all right, title and interest and to that part conveyed to the State of Missouri for highway purposes, or condemned by the State of Missouri for highway purposes.

## **Legal Description**

### **Graeler Bike Trail Easement and TCL**

A 12 Foot Wide **PERMANENT BIKE TRAIL EASEMENT** across Part of U. S. Survey 2031, and Part of U. S. Survey 123, Township 45 North, Range 4 East of the 5<sup>th</sup> P.M., the centerline of said easement being more particularly described as follows:

#### **Permanent Bike Trail Easement "A"**

**Commencing** at the intersection of the Northerly right of way line of Interstate 64 (State Route 40TR) and the easterly line of a tract of land conveyed to Clarence E. Graeler and Judith Ann Graeler, his wife, and Walter E. Graeler and Jo Ann Graeler, in Deed Book 9049 on Page 1848; THENCE North 47 degrees 28 minutes 31 seconds West along said northerly right of way line, 130.51 feet to the point of beginning; THENCE, leaving said right of way, along a non-tangent curve to the right, having a radius of 99.99 feet, a chord bearing of North 44 degrees 09 minutes 44 seconds East, and an arc length of 22.91 feet; THENCE North 50 degrees 43 minutes 31 seconds East, 53.21 feet; THENCE along a curve to the left, having a radius of 122.89 feet, and an arc length of 18.63 feet; THENCE North 42 degrees 02 minutes 14 seconds East, 93.77 feet; THENCE along a curve to the right, having a radius of 350.00 feet, and an arc length of 270.02 feet; THENCE North 86 degrees 14 minutes 26 seconds East, 69.78 feet; THENCE along a curve to the left, having a radius of 152.98 feet, and an arc length of 49.46 feet; THENCE North 67 degrees 42 minutes 58 seconds East, 66.84 feet; THENCE along a curve to the right, having a radius of 200.00 feet, and an arc length of 6.12 feet; THENCE North 69 degrees 28 minutes 08 seconds East, 72.17 feet; THENCE along a curve to the right, having a radius of 1007.39 feet, and an arc length of 219.60 feet; THENCE North 81 degrees 57 minutes 32 seconds East, 158.80 feet; THENCE along a curve to the left, having a radius of 191.63 feet, and an arc length of 193.88 feet; THENCE North 23 degrees 59 minutes 26 seconds East, 86.12; THENCE along a curve to the left, having a radius of 157.87 feet, and an arc length of 47.63 feet; THENCE North 06 degrees 42 minutes 11 seconds East, 236.53 feet; THENCE along a curve to the right, having a radius of 341.86 feet, and an arc length of 172.51 feet; THENCE North 35 degrees 37 minutes 00 seconds East, 22.02 feet; THENCE along a curve to the right, having a radius of 188.15 feet, and an arc length of 124.27 feet; THENCE North 73 degrees 27 minutes 33 seconds East, 55.10 feet; THENCE along a curve to the left, having a radius of 353.25 feet, and an arc length of 65.10 feet; THENCE along a curve to the left, having a radius of 564.92 feet, and an arc length of 70.40 feet; THENCE North 55 degrees 45 minutes 37 seconds East, 78.48 feet; THENCE along a curve to the left, having a radius of 263.58 feet, and an arc length of 25.27 feet; THENCE North 50 degrees 16 minutes 00 seconds West, 152.73 feet; THENCE along a curve to the left, having a radius of 84.22 feet, and an arc length of 81.88 feet; THENCE North 05 degrees 26 minutes 18 seconds West, 582.35 feet; THENCE along a curve to the left, having a radius of 385.46 feet, and an arc length of 202.21 feet; THENCE along a curve to the left, having a radius of 403.40 feet, and an arc length of 418.13 feet; THENCE South 85 degrees 07 minutes 01 seconds West, 414.14 feet; THENCE along a curve to the right, having a radius of 2591.76, and an arc length of 255.06 feet; THENCE North 89 degrees 14 minutes 38 seconds West, 50.43 feet; THENCE along a curve to the right, having a radius of 121.97 feet, and an arc length of 27.82 feet; THENCE North 76 degrees 10 minutes 27 seconds West, 369.38 feet; THENCE along a curve to the left, having a radius of 104.09 feet, and an arc length of 26.38 feet; THENCE South 89 degrees 03 minutes 36 seconds West, 530.42 feet; THENCE along a curve to the right, having a radius of 200.00 feet, and an arc length of 16.74 feet; THENCE North 86 degrees 08 minutes 36 seconds West 74.88 feet; THENCE along a curve to the left, having a radius of 400.00 feet, and an arc length of 78.04 feet; THENCE South 82 degrees 40 minutes 40 seconds West, 317.57 feet; THENCE along a curve to the right, having a radius of 20.00 feet, and an arc length of 25.09 feet; THENCE North 25 degrees 27 minutes 06 seconds West, 48.67 feet; THENCE along a curve to the left, having a radius of 15.00 feet, and an arc length of 19.42 feet; THENCE South 80 degrees 22 minutes 54 seconds West, 7.68 feet; THENCE along a curve to the left, having a radius of 14.84 feet, and an arc length of 5.55 feet to the terminus of said easement.

**ALSO**

**Permanent Bike Trail Easement “B”**

**Commencing** at the Northwest corner of a tract of land conveyed to Clarence E. Graeler and Judith Ann Graeler, his wife, and Walter E. Graeler and Jo Ann Graeler, in Deed Book 9049 on Page 1848; THENCE South 02 degrees 21 minutes 00 seconds East, 2.23 feet along the east line of said tract to the point of beginning; THENCE along a non-tangent curve to the left, having a radius of 200.00 feet, a chord bearing of North 85 degrees 15 minutes 52 seconds East, and an arc length of 14.22 feet to the point of terminus of said easement.

Said PERMANENT BIKE TRAIL EASEMENT containing 71,987 square feet, more or less, and being situated in the City of Chesterfield, St. Louis County, Missouri.

A 30 Foot Wide **TEMPORARY CONSTRUCTION LICENSE** on both sides of the Permanent Bike Trail Easement, across Part of U. S. Survey 2031, and Part of U. S. Survey 123, Township 45 North, Range 4 East of the 5<sup>th</sup> P.M., said Temporary Construction License being more particularly described as follows:

**Commencing** at the intersection of the Northerly right of way line of Interstate 64 (State Route 40TR) and the easterly line of a tract of land conveyed to Clarence E. Graeler and Judith Ann Graeler, his wife, and Walter E. Graeler and Jo Ann Graeler, in Deed Book 9049 on Page 1848; THENCE North 47 degrees 28 minutes 31 seconds West along said northerly right of way line, 94.38 feet to the point of beginning; THENCE, continuing along said right of way, North 47 degrees 28 minutes 31 seconds West, 72.31 feet; THENCE leaving said right of way, along a non-tangent curve to the right, having a radius of 135.99 feet, a chord bearing of North 44 degrees 48 minutes 55 seconds East, and an arc length of 28.05 feet; THENCE North 50 degrees 43 minutes 31 seconds East, 53.21 feet; THENCE along a curve to the left, having a radius of 86.89 feet, and an arc length of 13.18 feet; THENCE North 42 degrees 02 minutes 14 seconds East, 100.35 feet; THENCE along a curve to the right, having a radius of 386.00 feet, and an arc length of 297.80 feet; THENCE North 86 degrees 14 minutes 26 seconds East, 69.78 feet; THENCE along a curve to the left, having a radius of 116.98 feet, and an arc length of 37.82 feet; THENCE North 67 degrees 42 minutes 58 seconds East, 66.84 feet; THENCE along a curve to the right, having a radius of 236.00 feet, and an arc length of 7.22 feet; THENCE North 69 degrees 28 minutes 08 seconds East, 72.17 feet; THENCE along a curve to the right, having a radius of 1043.39 feet, and an arc length of 227.45 feet; THENCE North 81 degrees 57 minutes 32 seconds East, 158.80 feet; THENCE along a curve to the left, having a radius of 155.63 feet, and an arc length of 157.46 feet; THENCE North 23 degrees 59 minutes 26 seconds East, 86.12; THENCE along a curve to the left, having a radius of 121.87 feet, and an arc length of 36.77 feet; THENCE North 06 degrees 42 minutes 11 seconds East, 236.53 feet; THENCE along a curve to the right, having a radius of 377.86 feet, and an arc length of 190.68 feet; THENCE North 35 degrees 37 minutes 00 seconds East, 22.02 feet; THENCE along a curve to the right, having a radius of 224.15 feet, and an arc length of 148.04 feet; THENCE North 73 degrees 27 minutes 33 seconds East, 55.10 feet; THENCE along a curve to the left, having a radius of 317.25 feet, and an arc length of 58.47 feet; THENCE along a curve to the left, having a radius of 528.92 feet, and an arc length of 65.91 feet; THENCE North 55 degrees 45 minutes 37 seconds East, 78.48 feet; THENCE along a curve to the left, having a radius of 227.58 feet, and an arc length of 21.82 feet; THENCE North 50 degrees 16 minutes 00 seconds East, 152.73 feet; THENCE along a curve to the left, having a radius of 48.22 feet, and an arc length of 46.88 feet; THENCE North 05 degrees 26 minutes 18 seconds West, 582.35 feet; THENCE along a curve to the left, having a radius of 349.46 feet, and an arc length of 183.32 feet;

THENCE along a curve to the left , having a radius of 367.40 feet, and an arc length of 380.82 feet; THENCE South 85 degrees 07 minutes 01 seconds West, 414.14 feet; THENCE along a curve to the right, having a radius of 2627.76, and an arc length of 258.63 feet; THENCE North 89 degrees 14 minutes 38 seconds West, 50.43 feet; THENCE along a curve to the right, having a radius of 157.97 feet, and an arc length of 36.03 feet; THENCE North 76 degrees 10 minutes 27 seconds West, 369.38 feet; THENCE along a curve to the left, having a radius of 68.09 feet, and an arc length of 17.55 feet; THENCE South 89 degrees 03 minutes 36 seconds West, 530.42 feet; THENCE along a curve to the right, having a radius of 236.00 feet, and an arc length of 19.76 feet; THENCE North 86 degrees 08 minutes 36 seconds West 74.88 feet; THENCE along a curve to the left, having a radius of 364.00 feet, and an arc length of 71.02 feet; THENCE South 82 degrees 40 minutes 40 seconds West, 317.57 feet; THENCE along a curve to the right, having a radius of 56.00 feet, and an arc length of 70.25 feet; THENCE North 25 degrees 27 minutes 06 seconds West, 7.72 feet; THENCE South 19 degrees 55 minutes 16 seconds West, 13.16 feet; THENCE along a curve to the right, having a radius of 56.00 feet, and an arc length of 20.37 feet; THENCE North 00 degrees 32 minutes 06 seconds East, 76.05 feet; THENCE North 80 degrees 22 minutes 54 seconds East, 6.48 feet; THENCE along a curve to the right, having a radius of 51.00 feet, and an arc length of 66.02 feet; THENCE South 25 degrees 27 minutes 06 seconds East, 37.08 feet; THENCE North 82 degrees 40 minutes 40 seconds East, 305.97 feet; THENCE along a curve to the right, having a radius of 436.00 feet, and an arc length of 85.07 feet; THENCE South 86 degrees 08 minutes 36 seconds East, 74.88 feet; THENCE along a curve to the left, having a radius of 164.00 feet, and an arc length of 13.73 feet; THENCE North 89 degrees 03 minutes 36 seconds East, 530.42 feet; THENCE along a curve to the right, having a radius of 140.09 feet, and an arc length of 36.10 feet; THENCE South 76 degrees 10 minutes 27 seconds East, 369.38 feet; THENCE along a curve to the left, having a radius of 85.97 feet, and an arc length of 19.61 feet; THENCE South 89 degrees 14 minutes 38 seconds East, 50.43 feet; THENCE along a curve to the left, having a radius of 2555.76 feet, and an arc length of 251.54 feet; THENCE North 85 degrees 07 minutes 01 seconds East, 414.14 feet; THENCE along a curve to the right, having a radius of 439.40 feet, and an arc length of 455.45 feet; THENCE along a curve to the right, having a radius of 421.46 feet, and an arc length of 221.09 feet; THENCE South 05 degrees 26 minutes 18 seconds East, 582.35 feet; THENCE along a curve to the right, having a radius of 120.22 feet, and an arc length of 116.88 feet; THENCE South 50 degrees 16 minutes 00 seconds West, 152.73 feet; THENCE along a curve to the right, having a radius of 299.58 feet, and an arc length of 28.73 feet; THENCE South 55 degrees 45 minutes 37 seconds West, 78.48 feet; THENCE along a curve to the right, having a radius of 600.92 feet, and an arc length of 74.88 feet; THENCE along a curve to the right, having a radius of 389.25 feet, and an arc length of 71.74 feet; THENCE South 73 degrees 27 minutes 33 seconds West, 55.10 feet; THENCE along a curve to the left, having a radius of 152.15 feet, and an arc length of 100.49 feet; THENCE South 35 degrees 37 minutes 00 seconds West, 22.02 feet; THENCE along a curve to the left, having a radius of 305.86 feet, and an arc length of 154.35 feet; THENCE South 06 degrees 42 minutes 11 seconds West, 236.53 feet; THENCE along a curve to the right, having a radius of 193.87 feet, and an arc length of 58.50 feet; THENCE South 23 degrees 59 minutes 26 seconds West, 86.12 feet; THENCE along a curve to the right, having a radius of 227.64 feet, and an arc length of 230.31 feet; THENCE South 81 degrees 57 minutes 32 seconds West, 158.80 feet; THENCE along a curve to the left, having a radius of 227.64 feet, and an arc length of 211.76 feet; THENCE South 69 degrees 28 minutes 08 seconds West, 72.17 feet; THENCE along a curve to the left, having a radius of 164.00 feet, and an arc length of 5.02 feet; THENCE South 67 degrees 42 minutes 58 seconds West, 66.84 feet; THENCE along a curve to the right, having a radius of 188.98 feet, and an arc length of 61.10 feet; THENCE South 86 degrees 14 minutes 26 seconds West, 69.78 feet; THENCE along a curve to the left, having a radius of 314.00 feet, and an arc length of 242.25 feet; THENCE South 42 degrees 02 minutes 14 seconds West, 93.77 feet; THENCE along a curve to the right, having a radius of 158.89 feet, and an arc length of 24.09 feet; THENCE South 50 degrees 43 minutes 31 seconds West, 53.21 feet; THENCE along a curve to the left, having a radius of 63.99 feet, and an arc length of 17.77 feet to the point of beginning of said Temporary Construction License "A".

Less and Excepting that part conveyed as PERMANENT BIKE TRAIL EASEMENT "A" above.



## **ALSO**

**Commencing** at the Northwest corner of a tract of land conveyed to Clarence E. Graeler and Judith Ann Graeler, his wife, and Walter E. Graeler and Jo Ann Graeler, in Deed Book 9049 on Page 1848; THENCE South 85 degrees 45 minutes 16 seconds East, 144.82 feet along the north line of said tract to the point of beginning; THENCE South 79 degrees 55 minutes 07 seconds West, 30.46 feet; THENCE along a curve to the left, having a radius of 164.00 feet and an arc length of 9.00 feet; THENCE South 76 degrees 46 minutes 32 seconds West, 62.62 feet; THENCE along a curve to the right, having a radius of 236.00 feet and an arc length of 43.58 feet; THENCE North 02 degrees 21 minutes 00 seconds West, 38.24 feet to the point of beginning of said Temporary Construction License “B”.

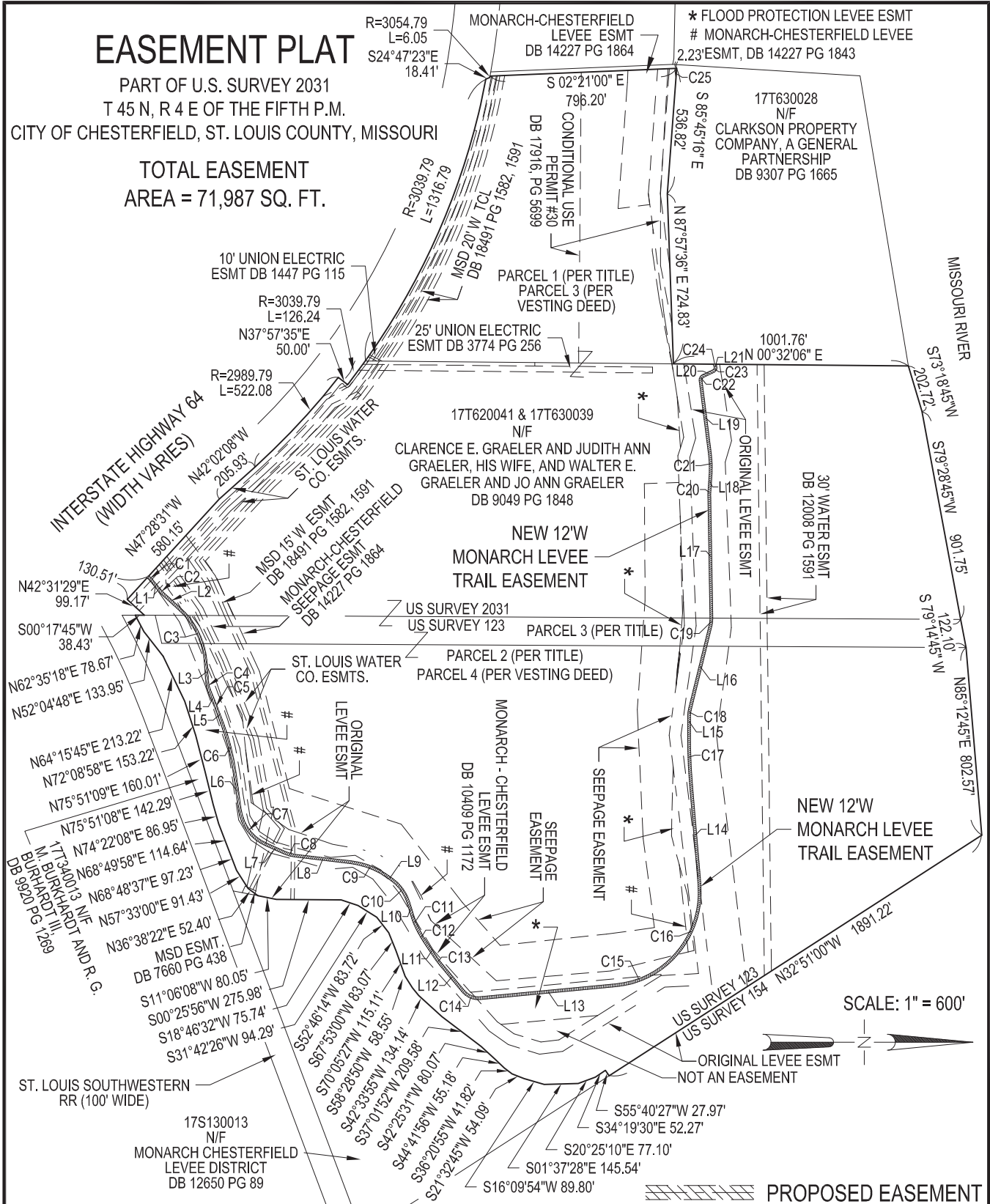
Less and Excepting that part conveyed as PERMANENT BIKE TRAIL EASEMENT “B” above.

Said TEMPORARY CONSTRUCTION LICENSE containing 362,073 square feet, more or less, and being situated in the City of Chesterfield, St. Louis County, Missouri.

# EASEMENT PLAT

PART OF U.S. SURVEY 2031  
T 45 N, R 4 E OF THE FIFTH P.M.  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

TOTAL EASEMENT  
AREA = 71,987 SQ. FT.



DATE:

1/21/20

SHEET 1 OF 2

**KdG**

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Belleville, Illinois

**EXHIBIT  
A**

# EASEMENT PLAT

PART OF U.S. SURVEY 2031  
T 45 N, R 4 E OF THE FIFTH P.M.  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

LINE TABLE

| LINE | LENGTH | BEARING     |
|------|--------|-------------|
| L1   | 53.21  | N50°43'31"E |
| L2   | 93.77  | N42°02'14"E |
| L3   | 69.78  | N86°14'26"E |
| L4   | 66.84  | N67°42'58"E |
| L5   | 72.17  | N69°28'08"E |
| L6   | 158.80 | N81°57'32"E |
| L7   | 86.12  | N23°59'26"E |
| L8   | 236.53 | N06°42'11"E |
| L9   | 22.02  | N35°37'00"E |
| L10  | 55.10  | N73°27'33"E |
| L11  | 78.48  | N55°45'37"E |
| L12  | 152.73 | N50°16'00"W |
| L13  | 582.35 | N05°26'18"W |
| L14  | 414.14 | S85°07'01"W |
| L15  | 50.43  | N89°14'38"W |
| L16  | 369.38 | N76°10'27"W |
| L17  | 530.42 | S89°03'36"W |
| L18  | 74.88  | N86°08'36"W |
| L19  | 317.57 | S82°40'40"W |
| L20  | 48.67  | N25°27'06"W |
| L21  | 7.68   | S80°22'54"W |

CURVE TABLE

| CURVE | LENGTH | RADIUS  |
|-------|--------|---------|
| C1    | 22.91  | 99.99   |
| C2    | 18.63  | 122.89  |
| C3    | 270.02 | 350.00  |
| C4    | 49.46  | 152.98  |
| C5    | 6.12   | 200.00  |
| C6    | 219.60 | 1007.39 |
| C7    | 193.88 | 191.63  |
| C8    | 47.63  | 157.87  |
| C9    | 172.51 | 341.86  |
| C10   | 124.27 | 188.15  |
| C11   | 65.10  | 353.25  |
| C12   | 70.40  | 564.92  |
| C13   | 25.27  | 263.58  |
| C14   | 81.88  | 84.22   |
| C15   | 202.21 | 385.46  |
| C16   | 418.13 | 403.40  |
| C17   | 255.08 | 2591.76 |
| C18   | 27.82  | 121.97  |
| C19   | 26.38  | 104.09  |
| C20   | 16.74  | 200.00  |
| C21   | 78.04  | 400.00  |
| C22   | 25.09  | 20.00   |
| C23   | 19.42  | 15.00   |
| C24   | 5.55   | 14.84   |
| C25   | 14.22  | 200.00  |

DATE:  
1/21/20

SHEET 2 OF 2

**K d G**

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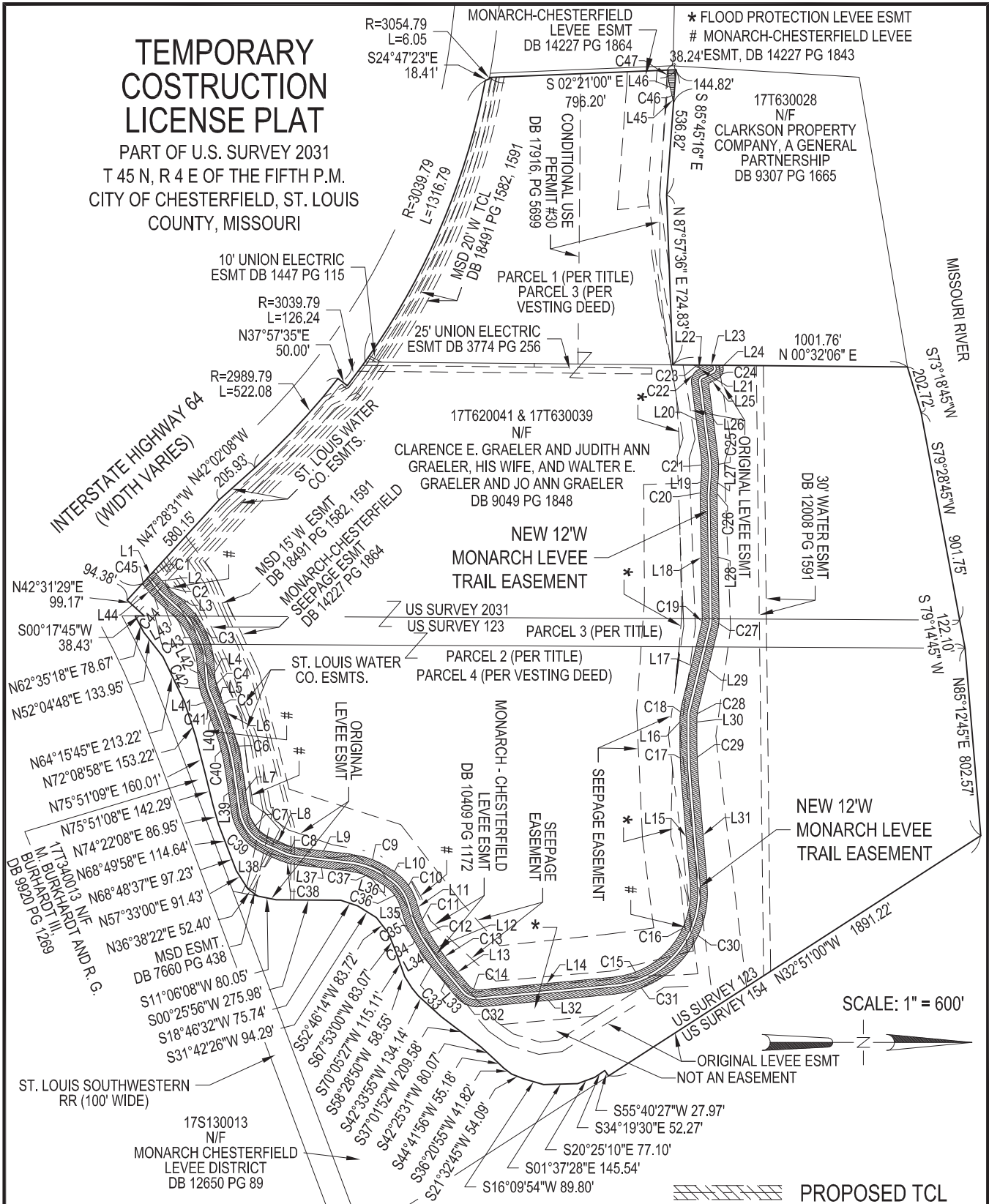
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**EXHIBIT**  
**A1**

# TEMPORARY CONSTRUCTION LICENSE PLAT

PART OF U.S. SURVEY 2031  
T 45 N, R 4 E OF THE FIFTH P.M.  
CITY OF CHESTERFIELD, ST. LOUIS  
COUNTY, MISSOURI



DATE:

4/20/20

SHEET 1 OF 3

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**EXHIBIT  
A**

# TEMPORARY CONSTRUCTION LICENSE

PART OF U.S. SURVEY 2031

T 45 N, R 4 E OF THE FIFTH P.M.

CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L1         | 72.31  | N47°28'31"W |
| L2         | 53.21  | N50°43'31"E |
| L3         | 100.35 | N42°02'14"E |
| L4         | 69.78  | N86°14'26"E |
| L5         | 66.84  | N67°42'58"E |
| L6         | 72.17  | N69°28'08"E |
| L7         | 158.80 | N81°57'32"E |
| L8         | 86.12  | N23°59'26"E |
| L9         | 236.53 | N06°42'11"E |
| L10        | 22.02  | N35°37'00"E |
| L11        | 55.10  | N73°27'33"E |
| L12        | 78.48  | N55°45'37"E |
| L13        | 152.73 | N50°16'00"E |
| L14        | 582.35 | N05°26'18"W |
| L15        | 414.14 | S85°07'01"W |
| L16        | 50.43  | N89°14'38"W |
| L17        | 369.38 | N76°10'27"W |
| L18        | 530.42 | S89°03'36"W |
| L19        | 74.88  | N86°08'36"W |
| L20        | 317.57 | S82°40'40"W |
| L21        | 7.72   | N25°27'06"W |
| L22        | 13.16  | S19°55'16"W |
| L23        | 76.05  | N00°32'06"E |
| L24        | 6.48   | N80°22'54"E |
| L25        | 37.08  | S25°27'06"E |
| L26        | 305.97 | N82°40'40"E |
| L27        | 74.88  | S86°08'36"E |
| L28        | 530.42 | N89°03'36"E |
| L29        | 369.38 | S76°10'27"E |
| L30        | 50.43  | S89°14'38"E |
| L31        | 414.14 | N85°07'01"E |
| L32        | 582.35 | S05°26'18"E |
| L33        | 152.73 | S50°16'00"W |
| L34        | 78.48  | S55°45'37"W |
| L35        | 55.10  | S73°27'33"W |
| L36        | 22.02  | S35°37'00"W |
| L37        | 236.53 | S06°42'11"W |
| L38        | 86.12  | S23°59'26"W |
| L39        | 158.80 | S81°57'32"W |
| L40        | 72.17  | S69°28'08"W |
| L41        | 66.84  | S67°42'58"W |
| L42        | 69.78  | S86°14'26"W |
| L43        | 93.77  | S42°02'14"W |
| L44        | 53.21  | S50°43'31"W |

| CURVE TABLE |        |         |
|-------------|--------|---------|
| CURVE       | LENGTH | RADIUS  |
| C1          | 28.05  | 135.99  |
| C2          | 13.18  | 86.89   |
| C3          | 297.80 | 386.00  |
| C4          | 37.82  | 116.98  |
| C5          | 7.22   | 236.00  |
| C6          | 227.45 | 1043.39 |
| C7          | 157.46 | 155.63  |
| C8          | 36.77  | 121.87  |
| C9          | 190.68 | 377.86  |
| C10         | 148.04 | 224.15  |
| C11         | 58.47  | 317.25  |
| C12         | 65.91  | 528.92  |
| C13         | 21.82  | 227.58  |
| C14         | 46.88  | 48.22   |
| C15         | 183.32 | 349.46  |
| C16         | 380.82 | 367.40  |
| C17         | 258.63 | 2627.76 |
| C18         | 36.03  | 157.97  |
| C19         | 17.55  | 68.09   |
| C20         | 19.76  | 236.00  |
| C21         | 71.02  | 364.00  |
| C22         | 70.25  | 56.00   |
| C23         | 20.37  | 56.00   |
| C24         | 66.02  | 51.00   |
| C25         | 85.07  | 436.00  |
| C26         | 13.73  | 164.00  |
| C27         | 36.10  | 140.09  |
| C28         | 19.61  | 85.97   |
| C29         | 251.54 | 2555.76 |
| C30         | 455.45 | 439.40  |
| C31         | 221.09 | 421.46  |
| C32         | 116.88 | 120.22  |
| C33         | 28.73  | 299.58  |
| C34         | 74.88  | 600.92  |
| C35         | 71.74  | 389.25  |
| C36         | 100.49 | 152.15  |
| C37         | 154.35 | 305.86  |
| C38         | 58.50  | 193.87  |
| C39         | 230.31 | 227.64  |
| C40         | 211.76 | 227.64  |
| C41         | 5.02   | 164.00  |
| C42         | 61.10  | 188.98  |
| C43         | 242.25 | 314.00  |
| C44         | 24.09  | 158.89  |
| C45         | 17.77  | 63.99   |

DATE:  
4/20/20

SHEET 2 OF 3

**K d G**

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**EXHIBIT**  
**A1**



# TEMPORARY CONSTRUCTION LICENSE

PART OF U.S. SURVEY 2031  
T 45 N, R 4 E OF THE FIFTH P.M.  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L45        | 30.46  | S79°55'07"W |
| L46        | 62.62  | S76°46'32"W |

| CURVE TABLE |        |        |
|-------------|--------|--------|
| CURVE       | LENGTH | RADIUS |
| C46         | 9.00   | 164.00 |
| C47         | 43.58  | 236.00 |

DATE:  
4/20/20

SHEET 3 OF 3

**K d G**

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EXHIBIT  
A2

## Memorandum

### Department of Public Works



**TO:** Michael O. Geisel, P.E.  
City Administrator

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

**DATE:** December 23, 2020

**RE:** Monarch - Chesterfield Levee Trail Easements

---

As you know, the Public Works Staff has been pursuing the construction of Phase VI of the Monarch-Chesterfield Levee Trail for some time. This section of the Levee Trail will fill the missing gap from I-64 to the northeast corner of Top Golf (see the attached map). Please note that once constructed Phase VI will complete the City's plans for the Levee Trail, allowing trail users to travel on or near the Monarch-Chesterfield Levee from Long Road (near Edison Avenue) to Centaur Road. It is worth noting that if the railroad tracks connecting Centaur Road / Eatherton Road to Long Road (near Edison Avenue) are ever abandoned that section of railroad could potentially be converted to a trail, creating a full "loop" around Chesterfield Valley. However, such a "loop" is impractical at this time, with the railroad in operation. Accordingly, the City of Chesterfield has no additional plans for the Levee Trail once Phase VI is constructed.

Engineering plans for Phase VI of the Levee Trail are complete, and these plans have been approved by the US Army Corp of Engineers, the Monarch-Chesterfield Levee District, MSD, and MODOT. Once the Monarch-Chesterfield Levee District completes its project to the improve and enhance the Levee, the Levee will be prepared for trail construction. However, the City cannot award a project or commence construction of the trail until it acquires the necessary easements.

Phase VI of the Monarch-Chesterfield Levee Trail affects six properties, as detailed in the attached memorandum from Civil Engineer Steve Merk. The majority of Phase VI will be located on four parcels, each of which is owed in part by four separate trusts. The appraised value of the easements required over these four parcels is \$25,335. The easements required over the remaining two parcels are much smaller and are appraised at \$2,423 and \$200. The total appraised value of the easements required is \$27,958. These easements are all located within the limits of the Monarch-Chesterfield Levee.

Previous correspondence with the property owners leads the City Staff to believe that it will be difficult, if not impossible, to negotiate easement terms over these properties. Accordingly, we have consulted with the City Attorney to ensure that any and all actions taken by the City are proper and lawful should the matter proceed to condemnation. In response, the City Attorney has recommended that the City Council pass an ordinance authorizing the City Staff to make a financial offer and negotiate terms for the acquisition of these easements. Further, if the City Staff cannot acquire the necessary easements, the ordinance authorizes the City Attorney to file a petition of condemnation.

Please be advised that, if approved, condemnation will be a “last resort” regarding the acquisition of these easements. The City Staff will attempt to acquire the easements by paying the appraised value and will offer to negotiate with the property owners. That said, if the property owners will not negotiate, or we cannot come to terms, the matter will proceed to condemnation.

There is simply no way for the City to construct Phase VI of the Monarch-Chesterfield Levee Trail without acquiring easements from the underlying property owners. Accordingly, if the City Council desires to fill the 1.5 mile gap of the Levee Trail from I64 to Top Golf it is my recommendation that the City Council pass the attached ordinances authorizing Staff to negotiate for these easements and initiate condemnation if necessary.

#### **Action Recommended**

This matter should be forwarded to the Planning and Public Works Committee for consideration. Should PPW concur with Staff’s recommendation it should vote to recommend approval of the attached ordinances to the full City Council.

**Please forward to PPW for review and consideration.**

 **2020-12-23**

**Note: The easement for 16849 N. Outer 40 Road has been acquired;  
the associated ordinance has been removed.**

# Memorandum

## Department of Public Works



TO: Jim Eckrich, P.E.  
Public Works Director / City Engineer

FROM: Steve Merk, P.E. *Sm*  
Civil Engineer

DATE: December 22, 2020

RE: Monarch Levee Trail – Phase VI (2013-PW-08)  
Easement Acquisition Memo

---

As you are aware, the City is planning to construct Phase VI of the Monarch Chesterfield Levee Trail after the Levee District finishes construction of their planned improvements to the levee. This phase of the Levee Trail will fill a 1.5 mile gap in the existing levee trail from I-64 to the northeast corner of Top Golf. Once completed, the only remaining gap in the trail around Chesterfield Valley will be between Long Road and Centaur Road. See attached exhibit.

The Levee District will be widening the top of the levee and constructing a wider base with a flat bench area on the north side of the levee, approximately 15' lower than the levee top. The proposed 10' wide, asphalt trail is designed to transition from the top of the levee to the river-side bench area for approximately 0.5 mile behind an adjacent residence and nursery. The trail location on the bench area will provide a visual buffer so that trail users will not be able to directly see into those adjacent properties from the trail. Locating the trail on the bench is also intended to help in easement acquisition by addressing this primary concern of the adjacent homeowner.

The total construction cost for the 1.5 mile trail project is estimated to be \$800,000. Note that all costs associated with the Levee Trail are funded by the Chesterfield Valley Transportation Development District (TDD).

The proposed alignment is located on private property, so easements will be required from the property owners prior to construction of the trail. City Staff will be working with them to obtain both a permanent 12' trail easement and a 30' Temporary Construction License on either side of the trail to allow for construction access.

Staff obtained title reports and property appraisals for each of the affected properties. The title reports were necessary to ensure that all legal owners of record were properly notified of the City's desire to acquire said easements and were properly compensated. The property appraisals established values for each of the required easements.

The majority of the proposed trail will be located on four separate parcels that are owned by the Graeler family. The title reports showed that the four affected parcels are each owned by four separate ownership entities, each with  $\frac{1}{4}$  equal interest – Jo Ann Graeler Revocable Living Trust, Walter E. Graeler Revocable Living Trust, Judith A Graeler Revocable Living Trust, and Clarence E. Graeler Revocable Living Trust. The permanent trail easement on these properties contains 71,987 square feet, and the temporary construction license contains 362,073 square feet. The total fair market value of the easements on the four Graeler properties was appraised to be \$25,335.

The City approached Mr. Walter Graeler in 2015 to discuss the possibility of obtaining an easement for the proposed trail, but Mr. Graeler objected to the project and was not interested in granting an easement at that time. When Staff reached out to Mr. Graeler again in 2020 with a phone call and letter describing the City's interest in obtaining an easement, the City received a response from Mr. Graeler's attorney requesting all future correspondence to be directed to his office as he expects a condemnation suit to be filed by the City.

The remainder of the trail will be located on property owned by Clarkson Valley Property Company, LLP and Chesterfield Topsoil, LLC. The permanent easement on the Clarkson Valley Property covers 15,771 square feet, and the temporary construction license covers 76,322 square feet. The fair market value of these easements was appraised to be \$2,423. Note that Clarkson Valley Property Company, LLP is actually controlled by Mr. Walter Graeler, so the acquisition of this easement may also be contentious.

There is already a permanent easement for the proposed trail that exists on the Chesterfield Topsoil property, so only a temporary construction license is required. That temporary construction license covers 6,512 square feet, and the value was appraised to be \$200.

Note that construction of Phase VI of the Levee Trail cannot commence until the Levee District project is complete and all necessary easements are obtained.

cc: Zachary S. Wolff, P.E. – Assistant City Engineer

2013-PW-08 MCLT Phase VI Project

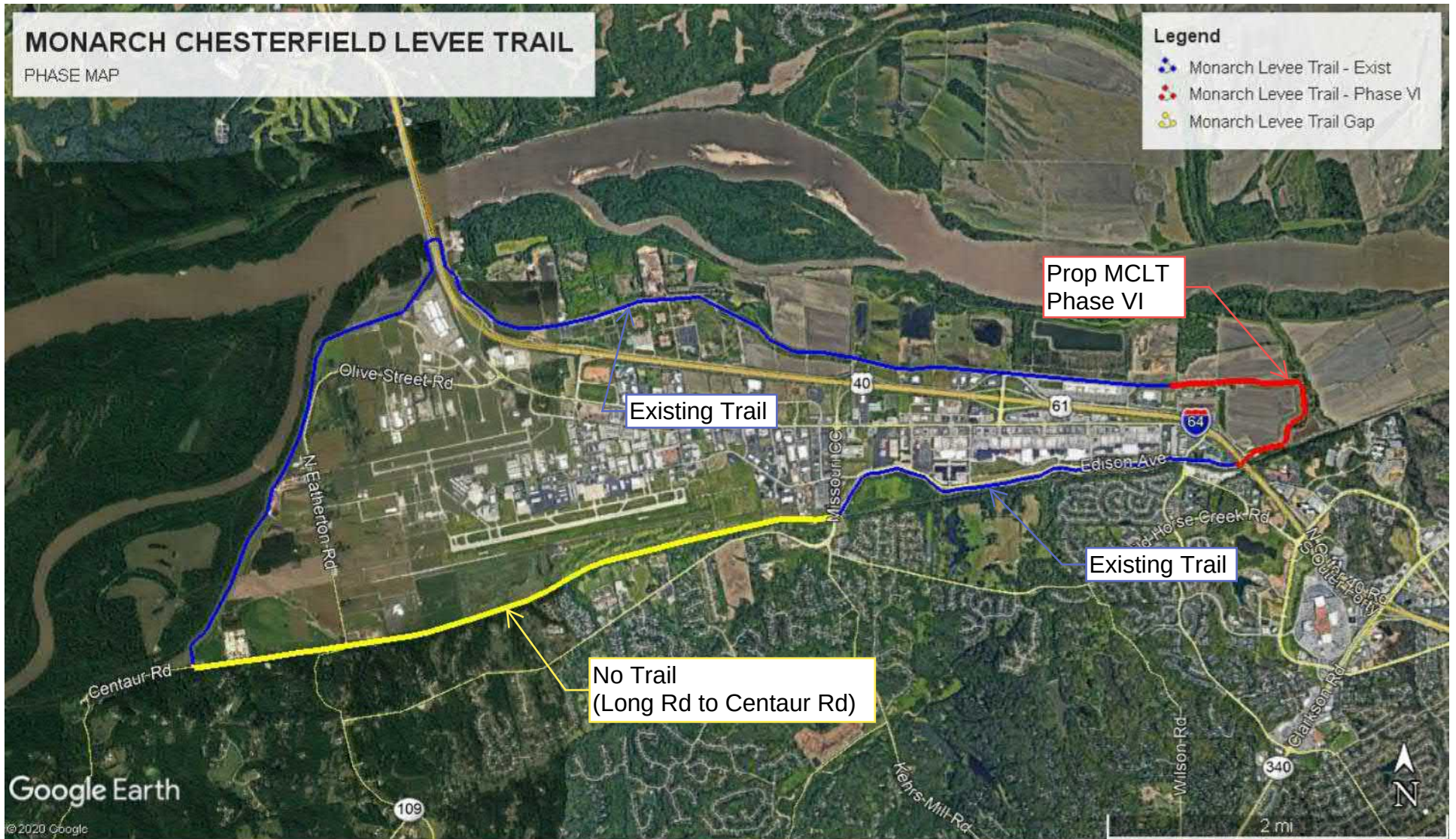


# MONARCH CHESTERFIELD LEVEE TRAIL

PHASE MAP

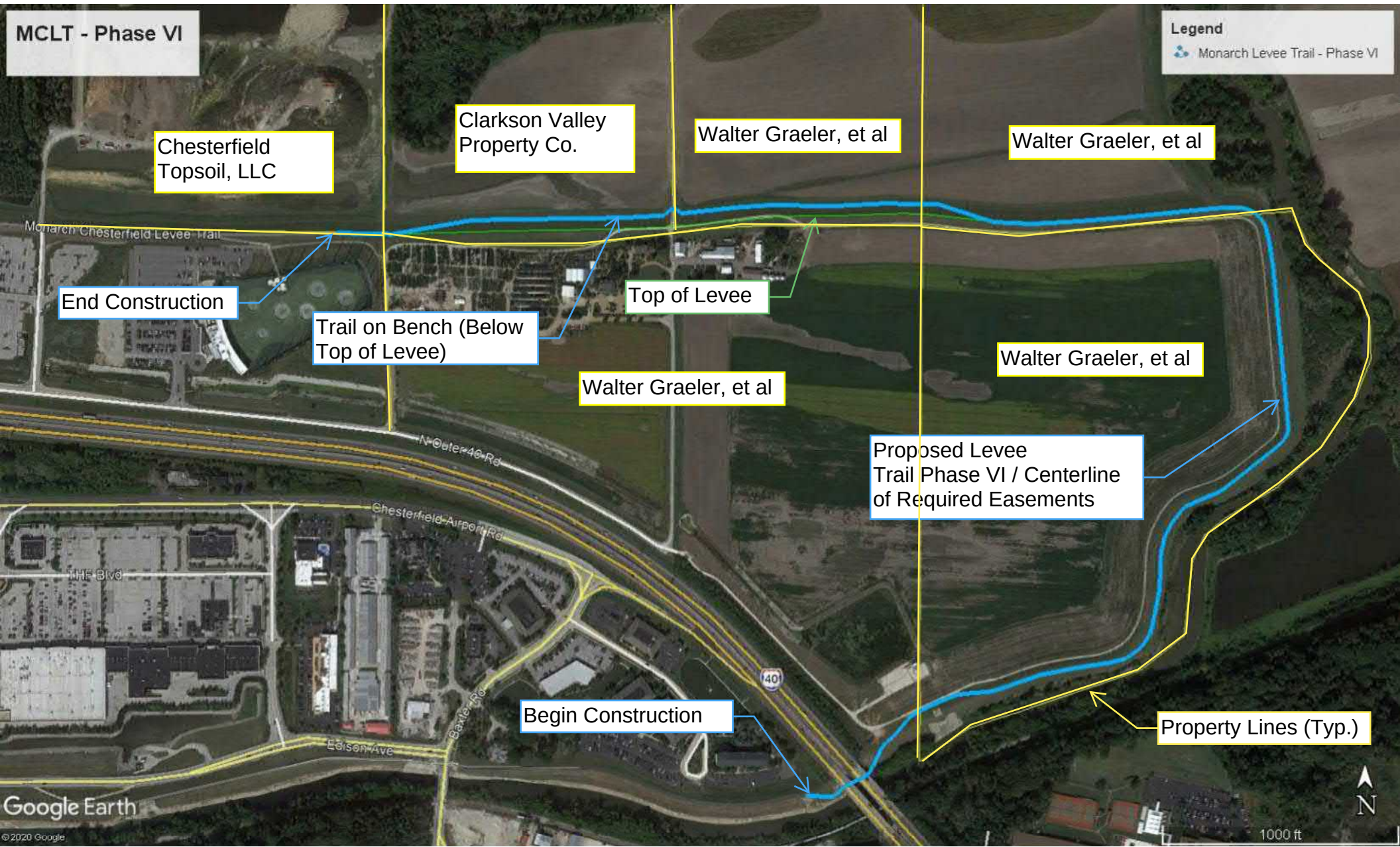
## Legend

- Monarch Levee Trail - Exist
- Monarch Levee Trail - Phase VI
- Monarch Levee Trail Gap





MONARCH CHESTERFIELD LEVEE TRAIL - PHASE VI  
PROPERTY OWNERSHIP / EASEMENT EXHIBIT



**AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI (THE “CITY”) AUTHORIZING CONDEMNATION OF CERTAIN INTERESTS IN REAL PROPERTY LOCATED IN THE CITY FOR THE PURPOSE OF CONSTRUCTING PHASE VI OF THE MONARCH-CHESTERFIELD LEVEE TRAIL EXTENDING THE EXISTING TRAIL.**

**WHEREAS**, the City is a third class city organized and operated pursuant to Chapter 77 of the Revised Statutes of Missouri (RSMo.) with authority under §88.497 RSMo. (2014) as amended, *inter alia*, to condemn all necessary lands within the City limits for the purpose of establishing, opening, widening, extending or altering any street, avenue, public park and for any other necessary public use; and

**WHEREAS**, the City needs certain property interests in, on and over certain parcels legally described in Exhibit A and which interests are illustrated in Exhibit B, attached hereto and incorporated herein by reference (collectively, the “Property Interests”), to acquire interests to allow for the construction and improvement of the City’s infrastructure for public use; and

**WHEREAS**, the Jo Ann Graeler Revocable Living Trust dated November 29, 2017, the Walter E. Graeler Revocable Living Trust dated November 29, 2017, the Judith A. Graeler Revocable Living Trust dated February 22, 2001, and the Clarence E. Graeler Revocable Living Trust dated February 22, 2001 are the owners of record of real property identified as Locator No. 17T630039 located at 16801 North Outer Road, Unit A in the City which is legally described in Exhibit A and over which the City seeks a permanent easement and a temporary construction license as shown in Exhibit B; and

**WHEREAS**, the condemnation of the Property Interests for the construction and improvement of the City’s infrastructure is a public use and a public purpose and is for the benefit of those residents within the City and St. Louis County; and

**WHEREAS**, the Monarch-Chesterfield Levee District (the “MCLD”) has awarded a contract to construct improvements to the Monarch-Chesterfield Levee which will allow the City to complete Phase VI of the Monarch-Chesterfield Levee Trail (the “Levee Trail”); and

**WHEREAS**, the City has previously engaged in negotiations with the owners of record of the real property to acquire the Property Interests without resorting to condemnation but have thus far been unsuccessful, and the City will continue to engage in negotiations throughout the condemnation process to acquire the Property Interests so long as such Property Interests can still be acquired in the time necessary to begin work on Phase VI of the Levee Trail.

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

**Section 1:** The City Council hereby determines that it is necessary and in the public interest for the public purpose to acquire the Property Interests to allow construction and

improvement of the City's infrastructure, all to promote and regulate the health, safety and general welfare of the City and to obtain property to be put to public use and purpose.

**Section 2:** The City Council hereby authorizes the City Administrator, Director of Public Works, Director of Parks, Recreation & Arts, Mayor and City Attorney to take all necessary actions to acquire the Property Interests referenced herein including filing a petition condemning the Property Interests not less than thirty (30) days after the date of the City's written offer to the property owners, continuing to seek voluntary sale, or such other actions necessary to acquire the necessary interests identified herein and such other interests by condemnation or voluntary sale.

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

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
PRESIDING OFFICER

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

ATTEST:

\_\_\_\_\_  
Vickie McGownd, CITY CLERK

## **Exhibit A**

A tract of land, being part of U.S. Survey 2031, Township 45 North, Range 4 East, described as follows, to-wit: Commencing at a stake set in the East line of U.S. Survey 2031 on the North side of Bonhomme Creek, said stake being North 0 degree 17 minutes West, 249.40 feet from an old stone on said Survey line and the South line of the Right of way of the Chicago Rock Island & Pacific Railroad; thence with the east line of said Survey North 0 degree 17 minutes west, 3443.83 feet to a stake on old bank of Missouri River; thence with said old bank of Missouri River, South 78 degrees 54 minutes West, 901.75 feet, and South 72 degrees 44 minutes West, 197 feet to an old stone set on the East line of tract of land now or formerly of Edmund P. Andreas; thence with Andreas' East line, South 0 degrees 3 minutes West, 3516.78 feet to a stake on bank of Bonhomme Creek; thence continuing South 0 degree 3 minutes West to the center of Bonhomme Creek; thence continuing South 0 degree 3 minutes West to the center of Bonhomme Creek; thence with the center line of said creek Eastwardly downstream to a point in the West line of a strip of land conveyed to Chicago, Rock Island & Pacific Railroad by deed recorded in Book 316 page 329; thence along said West line to the Northwest corner of said strip; thence eastwardly along the North line of said strip and parallel to the center line of said Railroad, 495 feet to the Northeast corner of said strip; thence Southwardly along the East line of said strip to the center line of Bonhomme Creel; thence Eastwardly with the center line of said creek to the East line of U.S. Survey 2031; thence with said Survey line North 0 degrees 17 minutes West, 40 feet, more or less, to the place of beginning. Excepting therefrom a strip of land conveyed to State of Missouri for State Highway by deed recorded in Book 1270 page 408 of the St. Louis County Records. Also Excepting therefrom, a tract of land conveyed to Edmund P. Andreas et al by deed dated July 26, 1946 in Book 2190 page 427 of the St. Louis County Records. AND EXCEPTING THEREFROM that part South of the levee conveyed by deed recorded in Book 13965 page 1031 and Book 13965 page 1037.



## **Legal Description Graeler Bike Trail Easement and TCL**

A 12 Foot Wide **PERMANENT BIKE TRAIL EASEMENT** across Part of U. S. Survey 2031, and Part of U. S. Survey 123, Township 45 North, Range 4 East of the 5<sup>th</sup> P.M., the centerline of said easement being more particularly described as follows:

### **Permanent Bike Trail Easement "A"**

**Commencing** at the intersection of the Northerly right of way line of Interstate 64 (State Route 40TR) and the easterly line of a tract of land conveyed to Clarence E. Graeler and Judith Ann Graeler, his wife, and Walter E. Graeler and Jo Ann Graeler, in Deed Book 9049 on Page 1848; THENCE North 47 degrees 28 minutes 31 seconds West along said northerly right of way line, 130.51 feet to the point of beginning; THENCE, leaving said right of way, along a non-tangent curve to the right, having a radius of 99.99 feet, a chord bearing of North 44 degrees 09 minutes 44 seconds East, and an arc length of 22.91 feet; THENCE North 50 degrees 43 minutes 31 seconds East, 53.21 feet; THENCE along a curve to the left, having a radius of 122.89 feet, and an arc length of 18.63 feet; THENCE North 42 degrees 02 minutes 14 seconds East, 93.77 feet; THENCE along a curve to the right, having a radius of 350.00 feet, and an arc length of 270.02 feet; THENCE North 86 degrees 14 minutes 26 seconds East, 69.78 feet; THENCE along a curve to the left, having a radius of 152.98 feet, and an arc length of 49.46 feet; THENCE North 67 degrees 42 minutes 58 seconds East, 66.84 feet; THENCE along a curve to the right, having a radius of 200.00 feet, and an arc length of 6.12 feet; THENCE North 69 degrees 28 minutes 08 seconds East, 72.17 feet; THENCE along a curve to the right, having a radius of 1007.39 feet, and an arc length of 219.60 feet; THENCE North 81 degrees 57 minutes 32 seconds East, 158.80 feet; THENCE along a curve to the left, having a radius of 191.63 feet, and an arc length of 193.88 feet; THENCE North 23 degrees 59 minutes 26 seconds East, 86.12; THENCE along a curve to the left, having a radius of 157.87 feet, and an arc length of 47.63 feet; THENCE North 06 degrees 42 minutes 11 seconds East, 236.53 feet; THENCE along a curve to the right, having a radius of 341.86 feet, and an arc length of 172.51 feet; THENCE North 35 degrees 37 minutes 00 seconds East, 22.02 feet; THENCE along a curve to the right, having a radius of 188.15 feet, and an arc length of 124.27 feet; THENCE North 73 degrees 27 minutes 33 seconds East, 55.10 feet; THENCE along a curve to the left, having a radius of 353.25 feet, and an arc length of 65.10 feet; THENCE along a curve to the left, having a radius of 564.92 feet, and an arc length of 70.40 feet; THENCE North 55 degrees 45 minutes 37 seconds East, 78.48 feet; THENCE along a curve to the left, having a radius of 263.58 feet, and an arc length of 25.27 feet; THENCE North 50 degrees 16 minutes 00 seconds West, 152.73 feet; THENCE along a curve to the left, having a radius of 84.22 feet, and an arc length of 81.88 feet; THENCE North 05 degrees 26 minutes 18 seconds West, 582.35 feet; THENCE along a curve to the left, having a radius of 385.46 feet, and an arc length of 202.21 feet; THENCE along a curve to the left, having a radius of 403.40 feet, and an arc length of 418.13 feet; THENCE South 85 degrees 07 minutes 01 seconds West, 414.14 feet; THENCE along a curve to the right, having a radius of 2591.76, and an arc length of 255.06 feet; THENCE North 89 degrees 14 minutes 38 seconds West, 50.43 feet; THENCE along a curve to the right, having a radius of 121.97 feet, and an arc length of 27.82 feet; THENCE North 76 degrees 10 minutes 27 seconds West, 369.38 feet; THENCE along a curve to the left, having a radius of 104.09 feet, and an arc length of 26.38 feet; THENCE South 89 degrees 03 minutes 36 seconds West, 530.42 feet; THENCE along a curve to the right, having a radius of 200.00 feet, and an arc length of 16.74 feet; THENCE North 86 degrees 08 minutes 36 seconds West 74.88 feet; THENCE along a curve to the left, having a radius of 400.00 feet, and an arc length of 78.04 feet; THENCE South 82 degrees 40 minutes 40 seconds West, 317.57 feet; THENCE along a curve to the right, having a radius of 20.00 feet, and an arc length of 25.09 feet; THENCE North 25 degrees 27 minutes 06 seconds West, 48.67 feet; THENCE along a curve to the left, having a radius of 15.00 feet, and an arc length of 19.42 feet; THENCE South 80 degrees 22 minutes 54 seconds West, 7.68 feet; THENCE along a curve to the left, having a radius of 14.84 feet, and an arc length of 5.55 feet to the terminus of said easement.

**ALSO**

**Permanent Bike Trail Easement “B”**

**Commencing** at the Northwest corner of a tract of land conveyed to Clarence E. Graeler and Judith Ann Graeler, his wife, and Walter E. Graeler and Jo Ann Graeler, in Deed Book 9049 on Page 1848; THENCE South 02 degrees 21 minutes 00 seconds East, 2.23 feet along the east line of said tract to the point of beginning; THENCE along a non-tangent curve to the left, having a radius of 200.00 feet, a chord bearing of North 85 degrees 15 minutes 52 seconds East, and an arc length of 14.22 feet to the point of terminus of said easement.

Said PERMANENT BIKE TRAIL EASEMENT containing 71,987 square feet, more or less, and being situated in the City of Chesterfield, St. Louis County, Missouri.

A 30 Foot Wide **TEMPORARY CONSTRUCTION LICENSE** on both sides of the Permanent Bike Trail Easement, across Part of U. S. Survey 2031, and Part of U. S. Survey 123, Township 45 North, Range 4 East of the 5<sup>th</sup> P.M., said Temporary Construction License being more particularly described as follows:

**Commencing** at the intersection of the Northerly right of way line of Interstate 64 (State Route 40TR) and the easterly line of a tract of land conveyed to Clarence E. Graeler and Judith Ann Graeler, his wife, and Walter E. Graeler and Jo Ann Graeler, in Deed Book 9049 on Page 1848; THENCE North 47 degrees 28 minutes 31 seconds West along said northerly right of way line, 94.38 feet to the point of beginning; THENCE, continuing along said right of way, North 47 degrees 28 minutes 31 seconds West, 72.31 feet; THENCE leaving said right of way, along a non-tangent curve to the right, having a radius of 135.99 feet, a chord bearing of North 44 degrees 48 minutes 55 seconds East, and an arc length of 28.05 feet; THENCE North 50 degrees 43 minutes 31 seconds East, 53.21 feet; THENCE along a curve to the left, having a radius of 86.89 feet, and an arc length of 13.18 feet; THENCE North 42 degrees 02 minutes 14 seconds East, 100.35 feet; THENCE along a curve to the right, having a radius of 386.00 feet, and an arc length of 297.80 feet; THENCE North 86 degrees 14 minutes 26 seconds East, 69.78 feet; THENCE along a curve to the left, having a radius of 116.98 feet, and an arc length of 37.82 feet; THENCE North 67 degrees 42 minutes 58 seconds East, 66.84 feet; THENCE along a curve to the right, having a radius of 236.00 feet, and an arc length of 7.22 feet; THENCE North 69 degrees 28 minutes 08 seconds East, 72.17 feet; THENCE along a curve to the right, having a radius of 1043.39 feet, and an arc length of 227.45 feet; THENCE North 81 degrees 57 minutes 32 seconds East, 158.80 feet; THENCE along a curve to the left, having a radius of 155.63 feet, and an arc length of 157.46 feet; THENCE North 23 degrees 59 minutes 26 seconds East, 86.12; THENCE along a curve to the left, having a radius of 121.87 feet, and an arc length of 36.77 feet; THENCE North 06 degrees 42 minutes 11 seconds East, 236.53 feet; THENCE along a curve to the right, having a radius of 377.86 feet, and an arc length of 190.68 feet; THENCE North 35 degrees 37 minutes 00 seconds East, 22.02 feet; THENCE along a curve to the right, having a radius of 224.15 feet, and an arc length of 148.04 feet; THENCE North 73 degrees 27 minutes 33 seconds East, 55.10 feet; THENCE along a curve to the left, having a radius of 317.25 feet, and an arc length of 58.47 feet; THENCE along a curve to the left, having a radius of 528.92 feet, and an arc length of 65.91 feet; THENCE North 55 degrees 45 minutes 37 seconds East, 78.48 feet; THENCE along a curve to the left, having a radius of 227.58 feet, and an arc length of 21.82 feet; THENCE North 50 degrees 16 minutes 00 seconds East, 152.73 feet; THENCE along a curve to the left, having a radius of 48.22 feet, and an arc length of 46.88 feet; THENCE North 05 degrees 26 minutes 18 seconds West, 582.35 feet; THENCE along a curve to the left, having a radius of 349.46 feet, and an arc length of 183.32 feet;

THENCE along a curve to the left , having a radius of 367.40 feet, and an arc length of 380.82 feet; THENCE South 85 degrees 07 minutes 01 seconds West, 414.14 feet; THENCE along a curve to the right, having a radius of 2627.76, and an arc length of 258.63 feet; THENCE North 89 degrees 14 minutes 38 seconds West, 50.43 feet; THENCE along a curve to the right, having a radius of 157.97 feet, and an arc length of 36.03 feet; THENCE North 76 degrees 10 minutes 27 seconds West, 369.38 feet; THENCE along a curve to the left, having a radius of 68.09 feet, and an arc length of 17.55 feet; THENCE South 89 degrees 03 minutes 36 seconds West, 530.42 feet; THENCE along a curve to the right, having a radius of 236.00 feet, and an arc length of 19.76 feet; THENCE North 86 degrees 08 minutes 36 seconds West 74.88 feet; THENCE along a curve to the left, having a radius of 364.00 feet, and an arc length of 71.02 feet; THENCE South 82 degrees 40 minutes 40 seconds West, 317.57 feet; THENCE along a curve to the right, having a radius of 56.00 feet, and an arc length of 70.25 feet; THENCE North 25 degrees 27 minutes 06 seconds West, 7.72 feet; THENCE South 19 degrees 55 minutes 16 seconds West, 13.16 feet; THENCE along a curve to the right, having a radius of 56.00 feet, and an arc length of 20.37 feet; THENCE North 00 degrees 32 minutes 06 seconds East, 76.05 feet; THENCE North 80 degrees 22 minutes 54 seconds East, 6.48 feet; THENCE along a curve to the right, having a radius of 51.00 feet, and an arc length of 66.02 feet; THENCE South 25 degrees 27 minutes 06 seconds East, 37.08 feet; THENCE North 82 degrees 40 minutes 40 seconds East, 305.97 feet; THENCE along a curve to the right, having a radius of 436.00 feet, and an arc length of 85.07 feet; THENCE South 86 degrees 08 minutes 36 seconds East, 74.88 feet; THENCE along a curve to the left, having a radius of 164.00 feet, and an arc length of 13.73 feet; THENCE North 89 degrees 03 minutes 36 seconds East, 530.42 feet; THENCE along a curve to the right, having a radius of 140.09 feet, and an arc length of 36.10 feet; THENCE South 76 degrees 10 minutes 27 seconds East, 369.38 feet; THENCE along a curve to the left, having a radius of 85.97 feet, and an arc length of 19.61 feet; THENCE South 89 degrees 14 minutes 38 seconds East, 50.43 feet; THENCE along a curve to the left, having a radius of 2555.76 feet, and an arc length of 251.54 feet; THENCE North 85 degrees 07 minutes 01 seconds East, 414.14 feet; THENCE along a curve to the right, having a radius of 439.40 feet, and an arc length of 455.45 feet; THENCE along a curve to the right, having a radius of 421.46 feet, and an arc length of 221.09 feet; THENCE South 05 degrees 26 minutes 18 seconds East, 582.35 feet; THENCE along a curve to the right, having a radius of 120.22 feet, and an arc length of 116.88 feet; THENCE South 50 degrees 16 minutes 00 seconds West, 152.73 feet; THENCE along a curve to the right, having a radius of 299.58 feet, and an arc length of 28.73 feet; THENCE South 55 degrees 45 minutes 37 seconds West, 78.48 feet; THENCE along a curve to the right, having a radius of 600.92 feet, and an arc length of 74.88 feet; THENCE along a curve to the right, having a radius of 389.25 feet, and an arc length of 71.74 feet; THENCE South 73 degrees 27 minutes 33 seconds West, 55.10 feet; THENCE along a curve to the left, having a radius of 152.15 feet, and an arc length of 100.49 feet; THENCE South 35 degrees 37 minutes 00 seconds West, 22.02 feet; THENCE along a curve to the left, having a radius of 305.86 feet, and an arc length of 154.35 feet; THENCE South 06 degrees 42 minutes 11 seconds West, 236.53 feet; THENCE along a curve to the right, having a radius of 193.87 feet, and an arc length of 58.50 feet; THENCE South 23 degrees 59 minutes 26 seconds West, 86.12 feet; THENCE along a curve to the right, having a radius of 227.64 feet, and an arc length of 230.31 feet; THENCE South 81 degrees 57 minutes 32 seconds West, 158.80 feet; THENCE along a curve to the left, having a radius of 227.64 feet, and an arc length of 211.76 feet; THENCE South 69 degrees 28 minutes 08 seconds West, 72.17 feet; THENCE along a curve to the left, having a radius of 164.00 feet, and an arc length of 5.02 feet; THENCE South 67 degrees 42 minutes 58 seconds West, 66.84 feet; THENCE along a curve to the right, having a radius of 188.98 feet, and an arc length of 61.10 feet; THENCE South 86 degrees 14 minutes 26 seconds West, 69.78 feet; THENCE along a curve to the left, having a radius of 314.00 feet, and an arc length of 242.25 feet; THENCE South 42 degrees 02 minutes 14 seconds West, 93.77 feet; THENCE along a curve to the right, having a radius of 158.89 feet, and an arc length of 24.09 feet; THENCE South 50 degrees 43 minutes 31 seconds West, 53.21 feet; THENCE along a curve to the left, having a radius of 63.99 feet, and an arc length of 17.77 feet to the point of beginning of said Temporary Construction License "A".

Less and Excepting that part conveyed as PERMANENT BIKE TRAIL EASEMENT "A" above.

## **ALSO**

**Commencing** at the Northwest corner of a tract of land conveyed to Clarence E. Graeler and Judith Ann Graeler, his wife, and Walter E. Graeler and Jo Ann Graeler, in Deed Book 9049 on Page 1848; THENCE South 85 degrees 45 minutes 16 seconds East, 144.82 feet along the north line of said tract to the point of beginning; THENCE South 79 degrees 55 minutes 07 seconds West, 30.46 feet; THENCE along a curve to the left, having a radius of 164.00 feet and an arc length of 9.00 feet; THENCE South 76 degrees 46 minutes 32 seconds West, 62.62 feet; THENCE along a curve to the right, having a radius of 236.00 feet and an arc length of 43.58 feet; THENCE North 02 degrees 21 minutes 00 seconds West, 38.24 feet to the point of beginning of said Temporary Construction License “B”.

Less and Excepting that part conveyed as PERMANENT BIKE TRAIL EASEMENT “B” above.

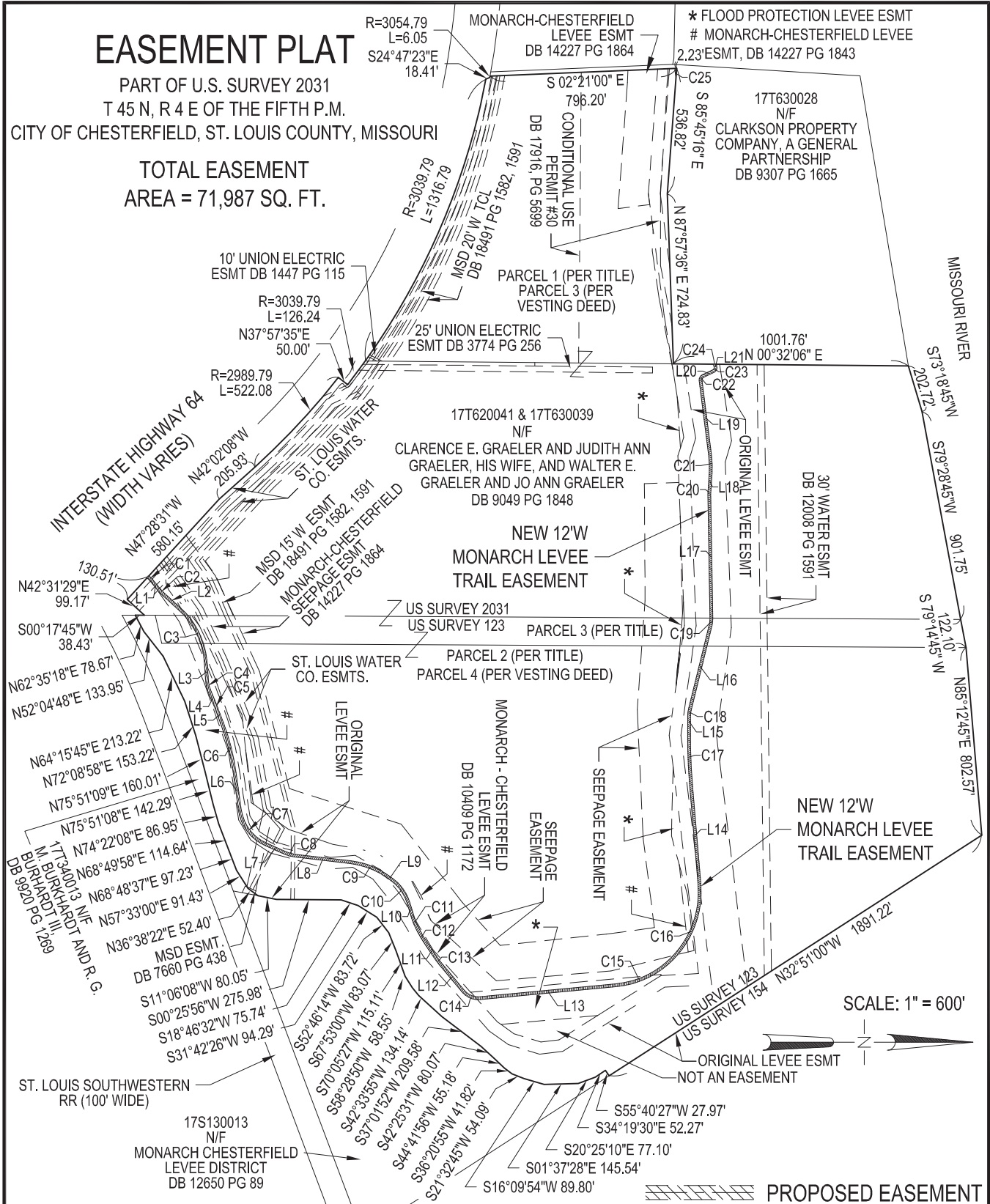
Said TEMPORARY CONSTRUCTION LICENSE containing 362,073 square feet, more or less, and being situated in the City of Chesterfield, St. Louis County, Missouri.



# EASEMENT PLAT

PART OF U.S. SURVEY 2031  
T 45 N, R 4 E OF THE FIFTH P.M.  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

TOTAL EASEMENT  
AREA = 71,987 SQ. FT.



DATE:

1/21/20

SHEET 1 OF 2

**KdG**

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Design  
Group, Inc.

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2043 Woodland Pkwy  
Suite 201  
St. Louis, Missouri 63146  
tel.(314) 434-8898  
St. Louis, Missouri  
Belleville, Illinois

**EXHIBIT  
A**



# EASEMENT PLAT

PART OF U.S. SURVEY 2031  
T 45 N, R 4 E OF THE FIFTH P.M.  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

LINE TABLE

| LINE | LENGTH | BEARING     |
|------|--------|-------------|
| L1   | 53.21  | N50°43'31"E |
| L2   | 93.77  | N42°02'14"E |
| L3   | 69.78  | N86°14'26"E |
| L4   | 66.84  | N67°42'58"E |
| L5   | 72.17  | N69°28'08"E |
| L6   | 158.80 | N81°57'32"E |
| L7   | 86.12  | N23°59'26"E |
| L8   | 236.53 | N06°42'11"E |
| L9   | 22.02  | N35°37'00"E |
| L10  | 55.10  | N73°27'33"E |
| L11  | 78.48  | N55°45'37"E |
| L12  | 152.73 | N50°16'00"W |
| L13  | 582.35 | N05°26'18"W |
| L14  | 414.14 | S85°07'01"W |
| L15  | 50.43  | N89°14'38"W |
| L16  | 369.38 | N76°10'27"W |
| L17  | 530.42 | S89°03'36"W |
| L18  | 74.88  | N86°08'36"W |
| L19  | 317.57 | S82°40'40"W |
| L20  | 48.67  | N25°27'06"W |
| L21  | 7.68   | S80°22'54"W |

CURVE TABLE

| CURVE | LENGTH | RADIUS  |
|-------|--------|---------|
| C1    | 22.91  | 99.99   |
| C2    | 18.63  | 122.89  |
| C3    | 270.02 | 350.00  |
| C4    | 49.46  | 152.98  |
| C5    | 6.12   | 200.00  |
| C6    | 219.60 | 1007.39 |
| C7    | 193.88 | 191.63  |
| C8    | 47.63  | 157.87  |
| C9    | 172.51 | 341.86  |
| C10   | 124.27 | 188.15  |
| C11   | 65.10  | 353.25  |
| C12   | 70.40  | 564.92  |
| C13   | 25.27  | 263.58  |
| C14   | 81.88  | 84.22   |
| C15   | 202.21 | 385.46  |
| C16   | 418.13 | 403.40  |
| C17   | 255.08 | 2591.76 |
| C18   | 27.82  | 121.97  |
| C19   | 26.38  | 104.09  |
| C20   | 16.74  | 200.00  |
| C21   | 78.04  | 400.00  |
| C22   | 25.09  | 20.00   |
| C23   | 19.42  | 15.00   |
| C24   | 5.55   | 14.84   |
| C25   | 14.22  | 200.00  |

DATE:  
1/21/20

SHEET 2 OF 2

**K d G**

Kuhlmann  
Design  
Group, Inc.

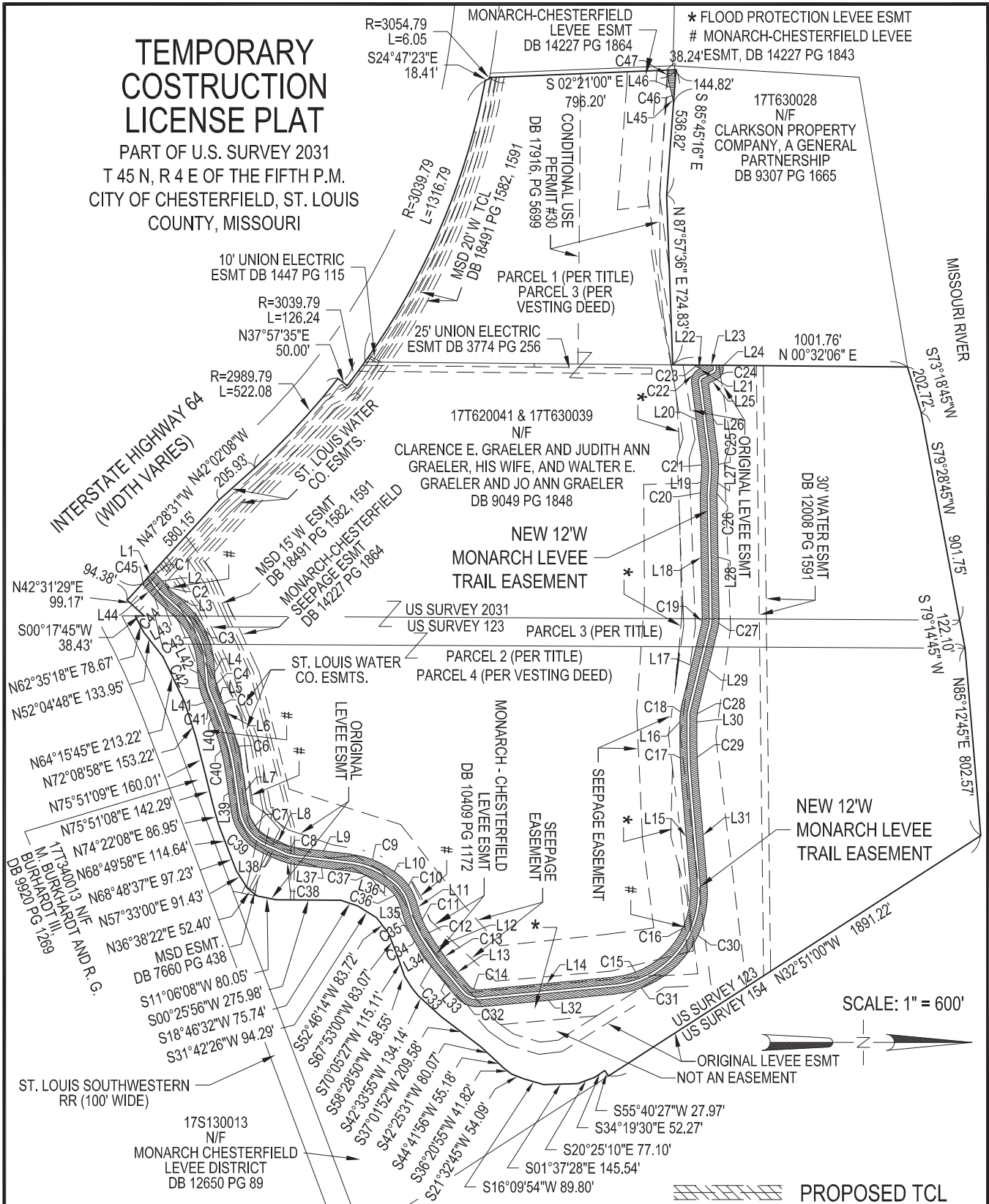
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tel.(314) 434-8898  
St. Louis, Missouri  
Belleville, Illinois

**EXHIBIT**  
**A1**

# TEMPORARY CONSTRUCTION LICENSE PLAT

PART OF U.S. SURVEY 2031  
T 45 N, R 4 E OF THE FIFTH P.M.  
CITY OF CHESTERFIELD, ST. LOUIS  
COUNTY, MISSOURI



DATE:

4/20/20

SHEET 1 OF 3

**KdG**

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Belleville, Illinois

**EXHIBIT  
A**

# TEMPORARY CONSTRUCTION LICENSE

PART OF U.S. SURVEY 2031

T 45 N, R 4 E OF THE FIFTH P.M.

CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L1         | 72.31  | N47°28'31"W |
| L2         | 53.21  | N50°43'31"E |
| L3         | 100.35 | N42°02'14"E |
| L4         | 69.78  | N86°14'26"E |
| L5         | 66.84  | N67°42'58"E |
| L6         | 72.17  | N69°28'08"E |
| L7         | 158.80 | N81°57'32"E |
| L8         | 86.12  | N23°59'26"E |
| L9         | 236.53 | N06°42'11"E |
| L10        | 22.02  | N35°37'00"E |
| L11        | 55.10  | N73°27'33"E |
| L12        | 78.48  | N55°45'37"E |
| L13        | 152.73 | N50°16'00"E |
| L14        | 582.35 | N05°26'18"W |
| L15        | 414.14 | S85°07'01"W |
| L16        | 50.43  | N89°14'38"W |
| L17        | 369.38 | N76°10'27"W |
| L18        | 530.42 | S89°03'36"W |
| L19        | 74.88  | N86°08'36"W |
| L20        | 317.57 | S82°40'40"W |
| L21        | 7.72   | N25°27'06"W |
| L22        | 13.16  | S19°55'16"W |
| L23        | 76.05  | N00°32'06"E |
| L24        | 6.48   | N80°22'54"E |
| L25        | 37.08  | S25°27'06"E |
| L26        | 305.97 | N82°40'40"E |
| L27        | 74.88  | S86°08'36"E |
| L28        | 530.42 | N89°03'36"E |
| L29        | 369.38 | S76°10'27"E |
| L30        | 50.43  | S89°14'38"E |
| L31        | 414.14 | N85°07'01"E |
| L32        | 582.35 | S05°26'18"E |
| L33        | 152.73 | S50°16'00"W |
| L34        | 78.48  | S55°45'37"W |
| L35        | 55.10  | S73°27'33"W |
| L36        | 22.02  | S35°37'00"W |
| L37        | 236.53 | S06°42'11"W |
| L38        | 86.12  | S23°59'26"W |
| L39        | 158.80 | S81°57'32"W |
| L40        | 72.17  | S69°28'08"W |
| L41        | 66.84  | S67°42'58"W |
| L42        | 69.78  | S86°14'26"W |
| L43        | 93.77  | S42°02'14"W |
| L44        | 53.21  | S50°43'31"W |

| CURVE TABLE |        |         |
|-------------|--------|---------|
| CURVE       | LENGTH | RADIUS  |
| C1          | 28.05  | 135.99  |
| C2          | 13.18  | 86.89   |
| C3          | 297.80 | 386.00  |
| C4          | 37.82  | 116.98  |
| C5          | 7.22   | 236.00  |
| C6          | 227.45 | 1043.39 |
| C7          | 157.46 | 155.63  |
| C8          | 36.77  | 121.87  |
| C9          | 190.68 | 377.86  |
| C10         | 148.04 | 224.15  |
| C11         | 58.47  | 317.25  |
| C12         | 65.91  | 528.92  |
| C13         | 21.82  | 227.58  |
| C14         | 46.88  | 48.22   |
| C15         | 183.32 | 349.46  |
| C16         | 380.82 | 367.40  |
| C17         | 258.63 | 2627.76 |
| C18         | 36.03  | 157.97  |
| C19         | 17.55  | 68.09   |
| C20         | 19.76  | 236.00  |
| C21         | 71.02  | 364.00  |
| C22         | 70.25  | 56.00   |
| C23         | 20.37  | 56.00   |
| C24         | 66.02  | 51.00   |
| C25         | 85.07  | 436.00  |
| C26         | 13.73  | 164.00  |
| C27         | 36.10  | 140.09  |
| C28         | 19.61  | 85.97   |
| C29         | 251.54 | 2555.76 |
| C30         | 455.45 | 439.40  |
| C31         | 221.09 | 421.46  |
| C32         | 116.88 | 120.22  |
| C33         | 28.73  | 299.58  |
| C34         | 74.88  | 600.92  |
| C35         | 71.74  | 389.25  |
| C36         | 100.49 | 152.15  |
| C37         | 154.35 | 305.86  |
| C38         | 58.50  | 193.87  |
| C39         | 230.31 | 227.64  |
| C40         | 211.76 | 227.64  |
| C41         | 5.02   | 164.00  |
| C42         | 61.10  | 188.98  |
| C43         | 242.25 | 314.00  |
| C44         | 24.09  | 158.89  |
| C45         | 17.77  | 63.99   |

DATE:  
4/20/20

SHEET 2 OF 3

**K d G**

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2043 Woodland Parkway  
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St. Louis, Missouri 63146  
tel.(314) 434-8898  
St. Louis, Missouri  
Belleville, Illinois

**EXHIBIT**  
**A1**

# TEMPORARY CONSTRUCTION LICENSE

PART OF U.S. SURVEY 2031  
T 45 N, R 4 E OF THE FIFTH P.M.  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L45        | 30.46  | S79°55'07"W |
| L46        | 62.62  | S76°46'32"W |

| CURVE TABLE |        |        |
|-------------|--------|--------|
| CURVE       | LENGTH | RADIUS |
| C46         | 9.00   | 164.00 |
| C47         | 43.58  | 236.00 |

DATE:  
4/20/20

SHEET 3 OF 3

**K d G**

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Belleville, Illinois

EXHIBIT  
A2

## Memorandum

### Department of Public Works



**TO:** Michael O. Geisel, P.E.  
City Administrator

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

**DATE:** December 23, 2020

**RE:** Monarch - Chesterfield Levee Trail Easements

---

As you know, the Public Works Staff has been pursuing the construction of Phase VI of the Monarch-Chesterfield Levee Trail for some time. This section of the Levee Trail will fill the missing gap from I-64 to the northeast corner of Top Golf (see the attached map). Please note that once constructed Phase VI will complete the City's plans for the Levee Trail, allowing trail users to travel on or near the Monarch-Chesterfield Levee from Long Road (near Edison Avenue) to Centaur Road. It is worth noting that if the railroad tracks connecting Centaur Road / Eatherton Road to Long Road (near Edison Avenue) are ever abandoned that section of railroad could potentially be converted to a trail, creating a full "loop" around Chesterfield Valley. However, such a "loop" is impractical at this time, with the railroad in operation. Accordingly, the City of Chesterfield has no additional plans for the Levee Trail once Phase VI is constructed.

Engineering plans for Phase VI of the Levee Trail are complete, and these plans have been approved by the US Army Corp of Engineers, the Monarch-Chesterfield Levee District, MSD, and MODOT. Once the Monarch-Chesterfield Levee District completes its project to the improve and enhance the Levee, the Levee will be prepared for trail construction. However, the City cannot award a project or commence construction of the trail until it acquires the necessary easements.

Phase VI of the Monarch-Chesterfield Levee Trail affects six properties, as detailed in the attached memorandum from Civil Engineer Steve Merk. The majority of Phase VI will be located on four parcels, each of which is owed in part by four separate trusts. The appraised value of the easements required over these four parcels is \$25,335. The easements required over the remaining two parcels are much smaller and are appraised at \$2,423 and \$200. The total appraised value of the easements required is \$27,958. These easements are all located within the limits of the Monarch-Chesterfield Levee.



Previous correspondence with the property owners leads the City Staff to believe that it will be difficult, if not impossible, to negotiate easement terms over these properties. Accordingly, we have consulted with the City Attorney to ensure that any and all actions taken by the City are proper and lawful should the matter proceed to condemnation. In response, the City Attorney has recommended that the City Council pass an ordinance authorizing the City Staff to make a financial offer and negotiate terms for the acquisition of these easements. Further, if the City Staff cannot acquire the necessary easements, the ordinance authorizes the City Attorney to file a petition of condemnation.

Please be advised that, if approved, condemnation will be a “last resort” regarding the acquisition of these easements. The City Staff will attempt to acquire the easements by paying the appraised value and will offer to negotiate with the property owners. That said, if the property owners will not negotiate, or we cannot come to terms, the matter will proceed to condemnation.

There is simply no way for the City to construct Phase VI of the Monarch-Chesterfield Levee Trail without acquiring easements from the underlying property owners. Accordingly, if the City Council desires to fill the 1.5 mile gap of the Levee Trail from I64 to Top Golf it is my recommendation that the City Council pass the attached ordinances authorizing Staff to negotiate for these easements and initiate condemnation if necessary.

#### **Action Recommended**

This matter should be forwarded to the Planning and Public Works Committee for consideration. Should PPW concur with Staff’s recommendation it should vote to recommend approval of the attached ordinances to the full City Council.

**Please forward to PPW for review and consideration.**

 **2020-12-23**

**Note: The easement for 16849 N. Outer 40 Road has been acquired;  
the associated ordinance has been removed.**

# Memorandum

## Department of Public Works



TO: Jim Eckrich, P.E.  
Public Works Director / City Engineer

FROM: Steve Merk, P.E. *Sm*  
Civil Engineer

DATE: December 22, 2020

RE: Monarch Levee Trail – Phase VI (2013-PW-08)  
Easement Acquisition Memo

---

As you are aware, the City is planning to construct Phase VI of the Monarch Chesterfield Levee Trail after the Levee District finishes construction of their planned improvements to the levee. This phase of the Levee Trail will fill a 1.5 mile gap in the existing levee trail from I-64 to the northeast corner of Top Golf. Once completed, the only remaining gap in the trail around Chesterfield Valley will be between Long Road and Centaur Road. See attached exhibit.

The Levee District will be widening the top of the levee and constructing a wider base with a flat bench area on the north side of the levee, approximately 15' lower than the levee top. The proposed 10' wide, asphalt trail is designed to transition from the top of the levee to the river-side bench area for approximately 0.5 mile behind an adjacent residence and nursery. The trail location on the bench area will provide a visual buffer so that trail users will not be able to directly see into those adjacent properties from the trail. Locating the trail on the bench is also intended to help in easement acquisition by addressing this primary concern of the adjacent homeowner.

The total construction cost for the 1.5 mile trail project is estimated to be \$800,000. Note that all costs associated with the Levee Trail are funded by the Chesterfield Valley Transportation Development District (TDD).

The proposed alignment is located on private property, so easements will be required from the property owners prior to construction of the trail. City Staff will be working with them to obtain both a permanent 12' trail easement and a 30' Temporary Construction License on either side of the trail to allow for construction access.

Staff obtained title reports and property appraisals for each of the affected properties. The title reports were necessary to ensure that all legal owners of record were properly notified of the City's desire to acquire said easements and were properly compensated. The property appraisals established values for each of the required easements.

The majority of the proposed trail will be located on four separate parcels that are owned by the Graeler family. The title reports showed that the four affected parcels are each owned by four separate ownership entities, each with  $\frac{1}{4}$  equal interest – Jo Ann Graeler Revocable Living Trust, Walter E. Graeler Revocable Living Trust, Judith A Graeler Revocable Living Trust, and Clarence E. Graeler Revocable Living Trust. The permanent trail easement on these properties contains 71,987 square feet, and the temporary construction license contains 362,073 square feet. The total fair market value of the easements on the four Graeler properties was appraised to be \$25,335.

The City approached Mr. Walter Graeler in 2015 to discuss the possibility of obtaining an easement for the proposed trail, but Mr. Graeler objected to the project and was not interested in granting an easement at that time. When Staff reached out to Mr. Graeler again in 2020 with a phone call and letter describing the City's interest in obtaining an easement, the City received a response from Mr. Graeler's attorney requesting all future correspondence to be directed to his office as he expects a condemnation suit to be filed by the City.

The remainder of the trail will be located on property owned by Clarkson Valley Property Company, LLP and Chesterfield Topsoil, LLC. The permanent easement on the Clarkson Valley Property covers 15,771 square feet, and the temporary construction license covers 76,322 square feet. The fair market value of these easements was appraised to be \$2,423. Note that Clarkson Valley Property Company, LLP is actually controlled by Mr. Walter Graeler, so the acquisition of this easement may also be contentious.

There is already a permanent easement for the proposed trail that exists on the Chesterfield Topsoil property, so only a temporary construction license is required. That temporary construction license covers 6,512 square feet, and the value was appraised to be \$200.

Note that construction of Phase VI of the Levee Trail cannot commence until the Levee District project is complete and all necessary easements are obtained.

cc: Zachary S. Wolff, P.E. – Assistant City Engineer

2013-PW-08 MCLT Phase VI Project



## PHASE MAP

### Legend

- Monarch Levee Trail - Exist
- Monarch Levee Trail - Phase VI
- Monarch Levee Trail Gap

Prop MCLT  
Phase VI

Existing Trail

Existing Trail

No Trail  
(Long Rd to Centaur Rd)

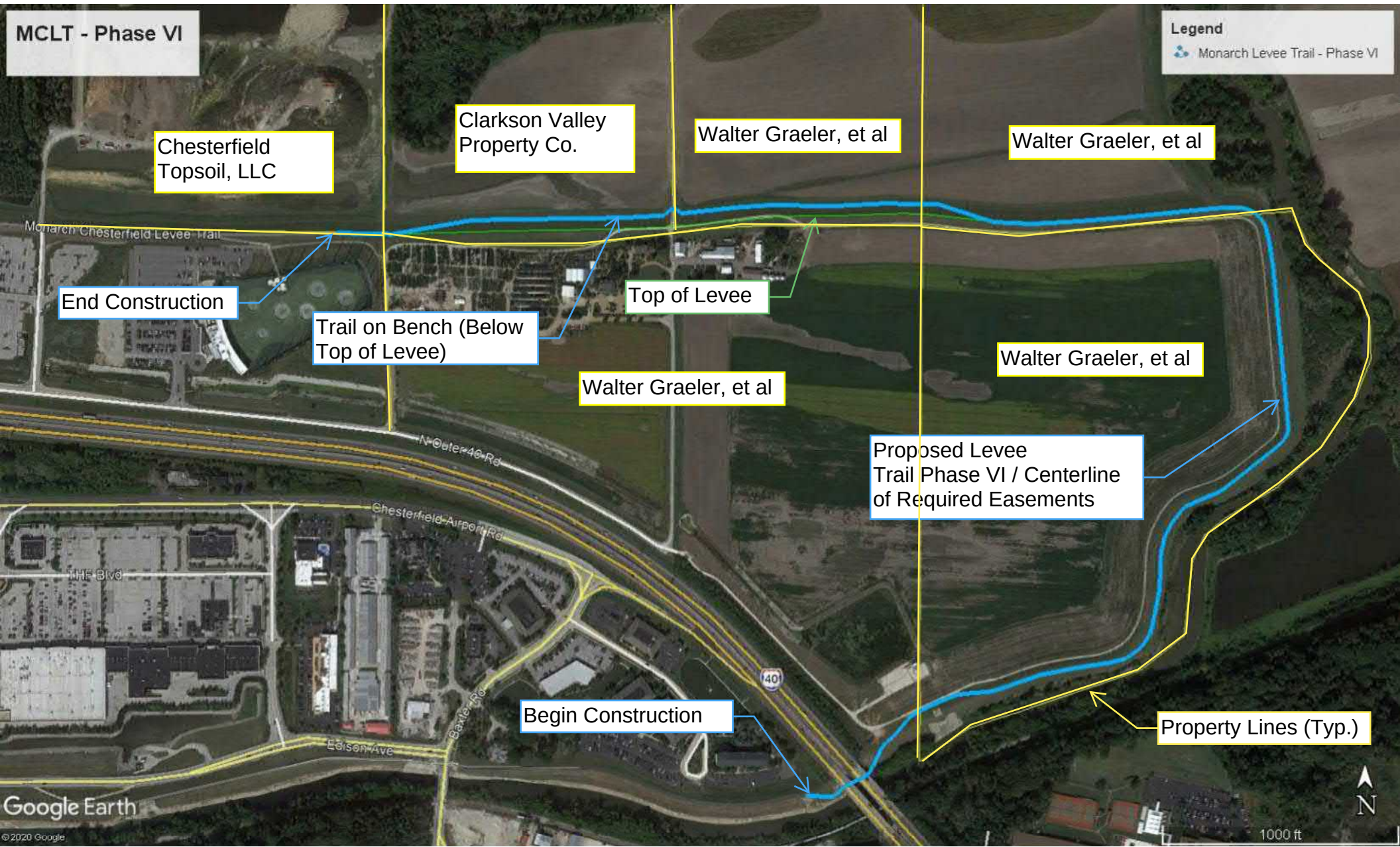
Google Earth

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2 m



MONARCH CHESTERFIELD LEVEE TRAIL - PHASE VI  
PROPERTY OWNERSHIP / EASEMENT EXHIBIT





**AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI (THE “CITY”) AUTHORIZING CONDEMNATION OF CERTAIN INTERESTS IN REAL PROPERTY LOCATED IN THE CITY FOR THE PURPOSE OF CONSTRUCTING PHASE VI OF THE MONARCH-CHESTERFIELD LEVEE TRAIL EXTENDING THE EXISTING TRAIL.**

**WHEREAS**, the City is a third class city organized and operated pursuant to Chapter 77 of the Revised Statutes of Missouri (RSMo.) with authority under §88.497 RSMo. (2014) as amended, *inter alia*, to condemn all necessary lands within the City limits for the purpose of establishing, opening, widening, extending or altering any street, avenue, public park and for any other necessary public use; and

**WHEREAS**, the City needs certain property interests in, on and over certain parcels legally described in Exhibit A and which interests are illustrated in Exhibit B, attached hereto and incorporated herein by reference (collectively, the “Property Interests”), to acquire interests to allow for the construction and improvement of the City’s infrastructure for public use; and

**WHEREAS**, Clarkson Valley Property Company LLP is the owner of record of real property identified as Locator No. 17T630028, located at 16827 North Outer 40 Road in the City which is legally described in Exhibit A and over which the City seeks a permanent easement and a temporary construction license as shown in Exhibit B; and

**WHEREAS**, the condemnation of the Property Interests for the construction and improvement of the City’s infrastructure is a public use and a public purpose and is for the benefit of those residents within the City and St. Louis County; and

**WHEREAS**, the Monarch-Chesterfield Levee District (the “MCLD”) has awarded a contract to construct improvements to the Monarch-Chesterfield Levee which will allow the City to complete Phase VI of the Monarch-Chesterfield Levee Trail (the “Levee Trail”); and

**WHEREAS**, the City has previously engaged in negotiations with the owners of record of the real property to acquire the Property Interests without resorting to condemnation but have thus far been unsuccessful, and the City will continue to engage in negotiations throughout the condemnation process to acquire the Property Interests so long as such Property Interests can still be acquired in the time necessary to begin work on Phase VI of the Levee Trail.

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

**Section 1:** The City Council hereby determines that it is necessary and in the public interest for the public purpose to acquire the Property Interests to allow construction and improvement of the City’s infrastructure, all to promote and regulate the health, safety and general welfare of the City and to obtain property to be put to public use and purpose.

**Section 2:** The City Council hereby authorizes the City Administrator, Director of Public Works, Director of Parks, Recreation & Arts, Mayor and City Attorney to take all necessary actions to acquire the Property Interests referenced herein including filing a petition condemning the Property Interests not less than thirty (30) days after the date of the City's written offer to the property owners, continuing to seek voluntary sale, or such other actions necessary to acquire the necessary interests identified herein and such other interests by condemnation or voluntary sale.

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
PRESIDING OFFICER

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

ATTEST:

\_\_\_\_\_  
Vickie McGownd, CITY CLERK

## **Exhibit A**

### **Parcel 1:**

Situated in the County of St. Louis, State of Missouri, to-wit: A tract of land in U.S. Survey 2031, Township 45 North, Range 4 East and bounded as follows: North by the original North line of said Survey 2031, being the former bank of the Missouri River, as shown on Plat of Original Government Survey East by property now or formerly of Clifford A. Wilmas and wife, South by the North line of the right of way of State Highway No. 40 T.R. as conveyed to the State of Missouri by deed recorded in Book 1264 page 423 and west by the East line of Lot 7 of James Long's Subdivision of a part of said Survey, being property now or formerly of William H. Long. Excepting therefrom that part of a 1/2 parcel conveyed to George A. Andreas by deed recorded in Book 320 page 385. Also excepting therefrom that part conveyed to William H. Duenke by deed recorded in Book 2212 page 400 and also excepting therefrom that part conveyed to the State of Missouri by deed recorded in Book 6305 page 1856.

### **Parcel 2:**

Situated in the County of St. Louis, State of Missouri, to-wit: A tract of land containing 1/2 acre in U.S survey 2031 in the accretions attached to deed from Edmund P. Andreas to George A. Andreas dated May 22, 1913 and recorded in Book 320 page 385 of the St. Louis County Records. Appurtenant to said property is an easement over a private road running from the Northwest corner of said property to the Missouri River.

**Legal Description**  
**Clarkson Bike Trail Easement and TCL**

A 12 Foot Wide **PERMANENT BIKE TRAIL EASEMENT** across Part of U. S. Survey 2031, Township 45 North, Range 4 East of the 5<sup>th</sup> P.M., the centerline of said easement being more particularly described as follows:

**Commencing** at the southeast corner of a tract of land conveyed to Clarkson Valley Property Company LLP in Deed Book 22771 on Page 1112; THENCE North 00 degrees 32 minutes 06 seconds East, 176.16 feet along the east line of said tract to the point of beginning; THENCE along a non-tangent curve to the left, having a radius of 14.84 feet, a chord bearing of South 39 degrees 25 minutes 55 seconds West, and an arc length of 10.11 feet; THENCE South 19 degrees 55 minutes 16 seconds West, 53.23 feet; THENCE along a curve to the right, having a radius of 20.00 feet, and an arc length of 23.96 feet; THENCE South 88 degrees 34 minutes 12 seconds West, 813.83 feet; THENCE along a curve to the left, having a radius of 100.00 feet, and an arc length of 15.10 feet; THENCE South 79 degrees 55 minutes 07 seconds West, 286.33 feet; THENCE along a curve to the left, having a radius of 200.00 feet, and an arc length of 10.97 feet; THENCE South 76 degrees 46 minutes 32 seconds West, 62.62 feet; THENCE along a curve to the right, having a radius of 200.00 feet, and an arc length of 53.26 feet to the point of terminus of said easement.

Said PERMANENT BIKE TRAIL EASEMENT containing 15,771 square feet, more or less, and being situated in the City of Chesterfield, St. Louis County, Missouri.

A 30 Foot Wide **TEMPORARY CONSTRUCTION LICENSE** on both sides of the Permanent Bike Trail Easement, across Part of U. S. Survey 2031, Township 45 North, Range 4 East of the 5<sup>th</sup> P.M., said Temporary Construction License being more particularly described as follows:

**Commencing** at the southeast corner of a tract of land conveyed to Clarkson Valley Property Company LLP in Deed Book 22771 on Page 1112; THENCE North 00 degrees 32 minutes 06 seconds East, 88.71 feet along the east line of said tract to the point of beginning; THENCE along a non-tangent curve to the right, having a radius of 56.00 feet, a chord bearing of South 64 degrees 39 minutes 49 seconds West, and an arc length of 46.73 feet; THENCE South 88 degrees 34 minutes 12 seconds West, 813.83 feet; THENCE along a curve to the left, having a radius of 64.00 feet, and an arc length of 9.66 feet; THENCE South 79 degrees 55 minutes 07 seconds West, 255.86 feet; THENCE North 85 degrees 45 minutes 16 seconds West, 144.82 feet; THENCE South 02 degrees 21 minutes 00 seconds East, 38.24 feet; THENCE along a curve to the right, having a radius of 236.00 feet, and an arc length of 18.01 feet; THENCE North 02 degrees 21 minutes 00 seconds West, 21.36 feet; THENCE North 03 degrees 30 minutes 46 seconds East, 50.72 feet; THENCE along a curve to the left, having a radius of 164.00 feet, and an arc length of 42.74 feet; THENCE North 76 degrees 46 minutes 32 seconds East, 62.62 feet; THENCE along a curve to the right, having a radius of 236.00 feet, and an arc length of 12.95 feet; THENCE North 79 degrees 55 minutes 07 seconds East, 286.33 feet; THENCE along a curve to the right, having a radius of 136.00 feet, and an arc length of 20.54 feet; THENCE North 88 degrees 34 minutes 12 seconds East, 802.90 feet; THENCE North 19 degrees 55 minutes 16 seconds East, 42.31 feet; THENCE along a curve to the right, having a radius of 50.84 feet, and an arc length of 53.65 feet; THENCE North 80 degrees 22 minutes 54 seconds East, 1.21 feet; THENCE South 00 degrees 32 minutes 06 seconds West, 125.07 feet to the point of beginning of said Temporary Construction License.

Less and Excepting that part conveyed as PERMANENT BIKE TRAIL EASEMENT above.

Said TEMPORARY CONSTRUCTION LICENSE containing 76,322 square feet, more or less, and being situated in the City of Chesterfield, St. Louis County, Missouri.

TOTAL EASEMENT  
AREA = 15,771 SQ. FT.

## EASEMENT PLAT

PART OF LOT 3 OF U.S. SURVEY 2031  
T 45 N, R 4 E OF THE FIFTH P.M.

CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

CL NEW 12'W MONARCH LEVEE TRAIL ESMT.  
R 200.00' L 16.51' (SEE DETAIL)

N03°30'46"E TO RIVER BANK

N02°21'00"W 775.88'

S02°21'00"E 796.20'

14.30'

C5

L3

C4

ORIGINAL  
LEVEE ESMT.

CL NEW 12'W MONARCH  
LEVEE TRAIL ESMT.

C3

17T630028  
N/F  
CLARKSON PROPERTY COMPANY,  
A GENERAL PARTNERSHIP  
DB 9307 PG 1665

MISSOURI RIVER BANK

30' WATER ESMT  
DB 12008 PG 1591

NORTH LINE OF NEW 12'W  
MONARCH LEVEE TRAIL ESMT.

CL NEW 12'W MONARCH  
LEVEE TRAIL ESMT.

S88°34'12"W 813.83'

S87°57'36"W 724.83'

N85°45'16"W 536.82'

17T620041 & 17T630039  
N/F

CLARENCE E. GRAELER AND JUDITH ANN  
GRAELER, HIS WIFE, AND WALTER E. GRAELER  
AND JO ANN GRAELER  
DB 9049 PG 1848

C2

L1

C1

176.16'

S00°32'06"W 1001.76'

SCALE: 1" = 200'

PROPOSED EASEMENT

DATE:  
4/20/20

SHEET 1 OF 2

**K d G**

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(618) 234-8898  
St. Louis, Missouri  
Belleville, Illinois

EXHIBIT  
"A"



**EASEMENT PLAT**  
PART OF LOT 3 OF U.S. SURVEY 2031  
T 45 N, R 4 E OF THE FIFTH P.M.  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L1         | 53.23  | S19°55'16"W |
| L2         | 286.33 | S79°55'07"W |
| L3         | 62.62  | S76°46'32"W |

| CURVE TABLE |        |        |
|-------------|--------|--------|
| CURVE       | LENGTH | RADIUS |
| C1          | 10.11  | 14.84  |
| C2          | 23.96  | 20.00  |
| C3          | 15.10  | 100.00 |
| C4          | 10.97  | 200.00 |
| C5          | 53.26  | 200.00 |

DATE:  
4/20/20

SHEET 2 OF 2

**K d G**

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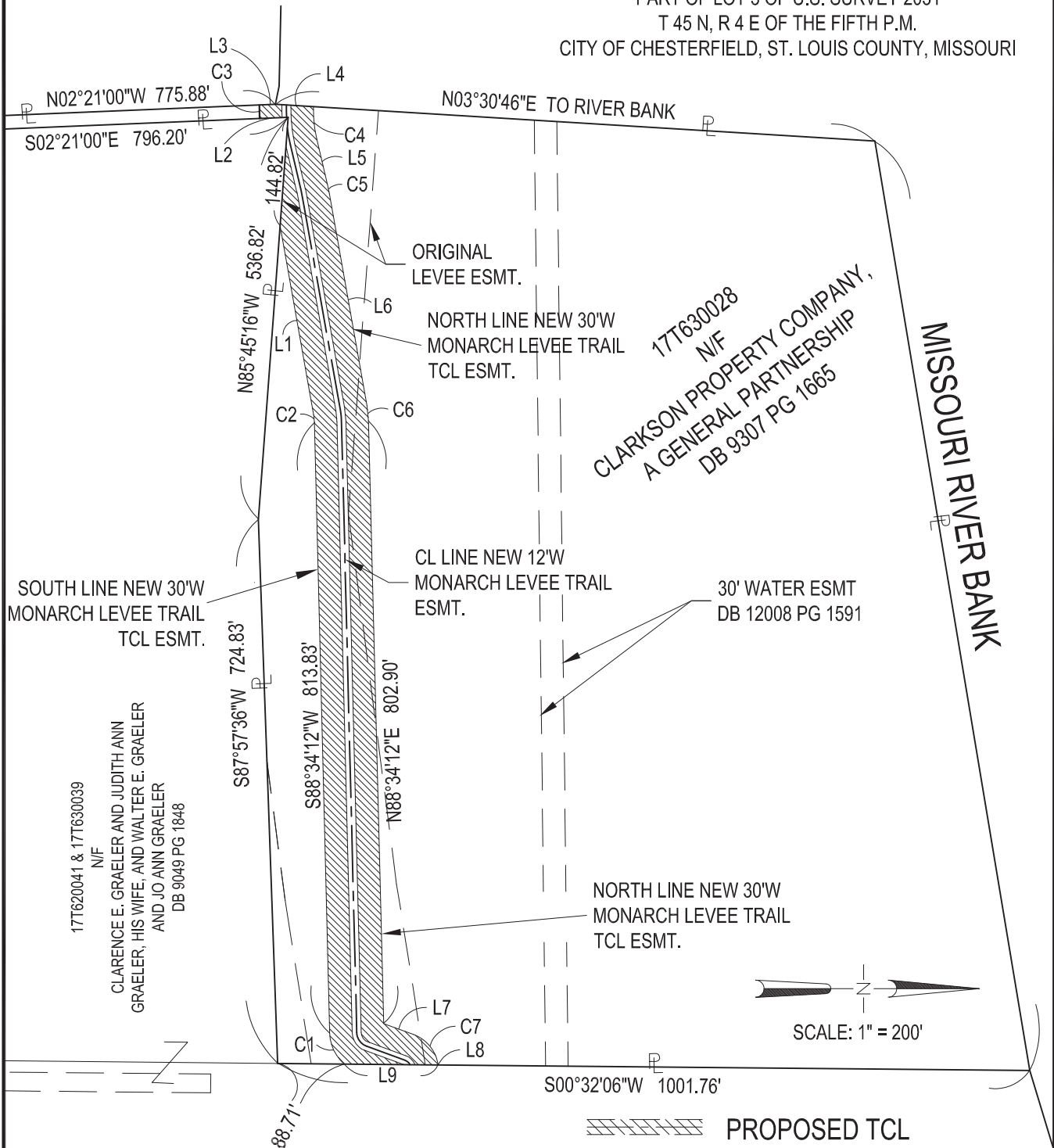
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Belleville, Illinois

**EXHIBIT**  
**"A1"**

# TEMPORARY CONSTRUCTION LICENSE

PART OF LOT 3 OF U.S. SURVEY 2031  
T 45 N, R 4 E OF THE FIFTH P.M.  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



DATE:  
4/20/20

SHEET 1 OF 2

**KdG**

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St. Louis, Missouri

**EXHIBIT  
"A"**

# TEMPORARY CONSTRUCTION LICENSE

PART OF LOT 3 OF U.S. SURVEY 2031  
T 45 N, R 4 E OF THE FIFTH P.M.  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L1         | 255.86 | S79°55'07"W |
| L2         | 38.24  | S02°21'00"E |
| L3         | 21.36  | N02°21'00"W |
| L4         | 50.72  | N03°30'46"E |
| L5         | 62.62  | N76°46'32"E |
| L6         | 286.33 | N79°55'07"E |
| L7         | 42.31  | N19°55'16"E |
| L8         | 1.21   | N80°22'54"E |
| L9         | 125.07 | S00°32'06"W |

| CURVE TABLE |        |        |
|-------------|--------|--------|
| CURVE       | LENGTH | RADIUS |
| C1          | 46.73  | 56.00  |
| C2          | 9.66   | 64.00  |
| C3          | 18.01  | 236.00 |
| C4          | 42.74  | 164.00 |
| C5          | 12.95  | 236.00 |
| C6          | 20.54  | 136.00 |
| C7          | 53.65  | 50.84  |

DATE:  
4/20/20

SHEET 2 OF 2

**K d G**

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2043 WOODLAND PKWY,  
SUITE 201  
ST. LOUIS, MO 63146  
(314) 434-8898  
St. Louis, Missouri

EXHIBIT  
"A1"

# Memorandum

## Department of Public Works



**TO:** Michael O. Geisel, P.E.  
City Administrator

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

**DATE:** December 23, 2020

Please forward to the PPW for review and recommendation of the contract proposal to the full City Council.

**RE:** Solid Waste Agreement

*MO Geisel*

020-12-23

As directed by City Council, I have negotiated an Agreement whereby Republic Services would continue as the City's solid waste provider for a period of five years, with an option for a two-year extension if agreed to by both parties. The terms of the Agreement were finalized by the City Attorney who negotiated the final language with the attorneys from Republic Services.

Municipal Sales Manager Susan Piazza and I began negotiations by discussing the items we wanted to specifically address as part of a new Agreement. These included the length of the Agreement, senior rate, yard waste options, contract language, and the lowest possible cost to the residents. These items, and others, were discussed in detail and culminated in the Agreement attached for your consideration.

### Length of Agreement

The previous Agreement was a seven-year Agreement. There was some sentiment amongst the Council that a seven-year Agreement seemed to be too long. Accordingly, this Agreement has been adjusted to a five-year Agreement, with an option for a two-year extension only if said extension is agreeable to both parties.

### Senior Rate

The Council specifically directed me to work to improve the senior rate. Accordingly, as part of this Agreement, the senior discount has been increased from ten percent to fifteen percent. Additionally, Republic Services has offered to host "sign-up sessions" at the Chesterfield City Hall for residents desirous of signing up for the senior rate. Residents would still be able to use the phone to sign up for the senior rate.

## Yard Waste Options

This is an area where Ms. Piazza and I had numerous discussions and Republic has offered the City a number of options. Residents will still have the ability to sign up for yard waste billed quarterly (a three-month minimum) or annually at a reduced rate. However, this still does not help residents who do not need full yard waste but occasionally want to place yard waste at the curb. To address this problem, Republic has creatively offered a solution unique to the City of Chesterfield. They have offered one-time yard waste service at a cost of \$8.00 for up to four bags / bundles, \$12.00 for five to eight bags / bundles, plus \$1.00 per bag / bundle for all bags / bundles up to twenty. If a resident is desirous of this one-time service he/she only needs to call Republic Services to schedule the yard waste pickup and make payment.

In addition to the options above, Republic Services has also offered a mandatory yard waste option. If the City of Chesterfield were to require yard waste service (as many cities do) the yard waste cost for year one could be reduced from \$15.65 per month to \$7.57 per month. However, this would mean that many residents who do not currently pay for (or use) yard waste service would be required to do so. I do not believe this is an option City Council would want to pursue, so it is not included in the proposed Agreement.

## Contract Language

The language in the existing Agreement is vague and outdated. Accordingly, a new Agreement has been drafted which has been reviewed by both the attorneys from Republic and the City Attorney. The revised Agreement clarifies the requirements of both parties, including a provision for complaints and missed pickups (Exhibit A, 3.6) as previously discussed by City Council.

## Costs

In the beginning of the negotiations I attempted to obtain a year-one price that was the same or below that which is currently being paid by the Chesterfield residents. After intense negotiation with Republic I was able to reduce the costs being paid by the City's senior citizens (cost reduction from \$13.12 per month to \$12.64 per month). However, the lowest rate I was able to negotiate city-wide was a two-percent increase in year-one (\$14.58 per month to \$14.87 per month). Part of the reason I could not negotiate a lower rate is that the rate the City currently pays is one of the lowest in the St. Louis area and there has been no rate increase since August 1, 2019. Republic Services simply would not budge below the rate of \$14.87 per month.

As part of the rate analysis I researched the solid waste rates paid by 24 cities in St. Louis County. Of those cities, the rate paid by the City of Chesterfield, even after the two percent increase, will be lower than all but four municipalities. And those municipalities that pay less are not an apples-to-apples comparison because those cities are either much denser than the City of Chesterfield or they are single-payer



(i.e. the city pays the cost of the solid waste service and there are no bills to residents).

Of the cities studied, many paid more because they have yard waste included as a mandatory service. Only nine of the 24 cities had optional yard waste. As stated above the City of Chesterfield could dramatically decrease its combined rate (solid waste and yard waste) by making yard waste a mandatory service. However, doing so will substantially increase the cost for residents who do not currently use yard waste.

The proposed cost for services is cut and pasted below from Exhibit A-1. You will note that the costs for service will be adjusted annually based upon the CPI for water/sewer/trash.

#### EXHIBIT A-1

##### SOLID WASTE, RECYCLING AND YARD WASTE PRICING

If Optional Yard Waste is selected:

| CURRENT SERVICES<br>Chesterfield MO Pricing Proposal<br>August 1 - July 31 contract year<br>Price stated per month ; billed<br>quarterly by RSG |                    |           | Trash<br>1/wk<br>Rec 1/wk                                      | Senior<br>Rate | Optional Yard Waste                  |                                              |                                  |                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------|----------------------------------------------------------------|----------------|--------------------------------------|----------------------------------------------|----------------------------------|--------------------------------------------|
|                                                                                                                                                 |                    |           |                                                                |                | YW<br>billed<br>quarterly<br>(4,200) | SENIOR<br>YW<br>billed<br>quarterly<br>(776) | YW<br>billed<br>annually<br>(64) | SENIOR<br>YW<br>billed<br>annually<br>(10) |
| Current Rate                                                                                                                                    |                    | 2020-2021 | \$14.58                                                        | \$13.12        | \$15.34                              | \$13.81                                      | \$14.07                          | \$12.67                                    |
| Five Year Extension                                                                                                                             | Year 1             | 2021-2022 | \$14.87                                                        | \$12.64        | \$15.65                              | \$13.30                                      | \$14.35                          | \$12.20                                    |
|                                                                                                                                                 | Years 2 thru 5     |           | Price increase percentage based on CPI-Water/Sewer/Trash Index |                |                                      |                                              |                                  |                                            |
|                                                                                                                                                 | Option Years 6 & 7 |           | Price increase percentage based on CPI-Water/Sewer/Trash Index |                |                                      |                                              |                                  |                                            |

| If Optional Yard Waste is selected, we will add this service option: |  |
|----------------------------------------------------------------------|--|
| <u>One time/occasional pick up of yard waste</u>                     |  |
| up to four bags/bundles: \$8.00                                      |  |
| five to eight bags/bundles: \$12.00                                  |  |
| each add'l bag/bundle over eight: \$1.00                             |  |
| 20 bag/bundle LIMIT for this option                                  |  |
| Resident simply calls Republic Services to schedule and pay          |  |

### Action Recommended

As directed by City Council, I have negotiated an Agreement with Republic Services for a five-year contract extension. I believe the terms negotiated are favorable to the residents of the City of Chesterfield. It is my recommendation that the City of Chesterfield City Council vote to authorize the City Administrator to execute the proposed Agreement. Should the City Council oppose the execution of this Agreement, they should direct Staff to make specific modifications or publicly bid a new solid waste contract.



12976 Saint Charles Rock Road Bridgeton. MO 63044  
o:636.947.5959 f: 314.739.4911 republicservices.com

December 23, 2020

James Eckrich  
PW Dir./City Engineer  
City of Chesterfield  
690 Chesterfield Pkwy West  
Chesterfield, MO 63017

Dear Jim,

We appreciate the opportunity to propose an extension to our solid waste agreement, which is currently scheduled to expire on July 31, 2021. We certainly have appreciated and valued our 20+ year partnership with the city of Chesterfield's residents, council and staff. It is my intent that this extension proposal reflects the value of our partnership.

As previously highlighted, our current team of drivers servicing Chesterfield have over 155 years of combined experience! They know their routes, the nuances of streets, and many of their customers. This experience enables them to provide service in the safest manner possible for your city, paramount to all other indicators of what you are looking for in a provider.

Please see our attached proposal for an additional five-year term to our agreement. I truly look forward to discussing this with you and the Council and moving forward with the intent to continue our partnership to 2026 and beyond.

Thank you for your time and consideration.

Sincerely,

Susan Piazza  
Manager, Municipal Sales

Kevin Hinson  
General Manager

## **PROPOSAL FOR FIVE-YEAR EXTENSION**

### Senior Discount

We recognize the importance of providing fair and reasonable pricing for your residents, especially those who qualify for a Senior Discount. You will find that our proposal includes:

- An increase in the Senior Discount to 15%. Households with only one or two people, and at least one is at or over the age of 65, are eligible for the discount. *Please notice that even though there is a Price Increase proposed in Year 1, the Senior rate is reduced by \$.48/home from your current senior rate.*
- A willingness to host “sign-up sessions” at City Hall (or other location of city’s choosing)
  - For example: A Republic Services employee will schedule (2) four-hour shifts at or around the first week of September and March each year (or any months agreed upon) to sign people up in person for the discount. The discount can also be activated by eligible seniors at any time with a call to our Customer Resource Center. We would also welcome any promotion of this via the city’s website, newsletter and social media accounts. At no time will this discount be retroactive.

### Yard Waste

Our proposal includes three different yard waste programs to review:

- Current Service: Subscription yard waste
  - If you choose to keep subscription Yard Waste, we will add an option to residents of an “occasional” pick up:
    - A resident does not need to have a subscription to yard waste service to use this option. They simply call us and schedule a one-time pickup at the rate outlined in Exhibit A-1.
    - Please note Occasional Pick Up is only available if Subscription yard waste continues as the primary mode for collecting yard waste.
- Yard waste included for all residents – the monthly rate billed to all residents includes yard waste service. Rates outlined in Exhibit A-1.

### Price Increase Model

Nobody could have foreseen over six years ago when our current agreement was executed that the solid waste/recycle industry would incur two events that have long-term impact:

- “China Sword” - China turned the recycle industry upside-down by banning recycling imports. Although we found domestic markets for 99% of our commodities, the commodity market still has not rebounded to pre-China Sword pricing. The cost of providing recycling services (from collection to processing) has almost tripled since our current agreement was executed.

- COVID-19 Pandemic has had an immediate impact on the weights being collected in our municipalities. Chesterfield residents are disposing 13% more trash and recycling
  - Prior to COVID, Chesterfield weights were:
    - TR: 30 lbs/per home per pick up
    - REC: 12.6 lbs/per home per pick up
  - Current volume averages:
    - TR: 33.8 lbs/per home per pick up
    - REC: 14.4 lbs/per home per pick up
- These weight Increases equate to a cost increase to provide service of \$.57/per unit per month (\$.29/tr and \$.37/rec)

We feel our 2% proposed pricing in year one, at \$.29/home/month for regular rate (and a reduction for seniors), is modest in contrast to our increases we have incurred in the past two years, when the city had a zero price increase for these two years.

For annual price increases moving forward, we are proposing switching from a fixed rate to utilizing the Consumer Price Index, Water/Sewer/Trash Index, which is more indicative of our costs to provide service. Some municipalities that have switched to this index find it easier to explain PI's since it is based on the Bureau of Labor Statistics data relevant to our industry. Due to the lag in CPI table publication, we propose using the 12-month rolling average for April of each year, with an effective date of August 1, beginning with Year Two of our contract. The rate will not decrease. Prior to each price increase, we will submit the CPI table/# being used to the city for verification.

#### Future Assumptions

Our contract requires we service the city of Chesterfield with Compressed Natural Gas (CNG) trucks. We plan to continue utilizing CNG in future years as well and continue to partner with your city on reaching your sustainability goals, including lower emissions.

#### Miscellaneous

For the very limited number of residents who still pay for backdoor service (110) and twice a week service (160), we will continue servicing them but not add any new customers to these services. They will be on the same price increase schedule as the other rates.

#### **Free Municipal Services**

Service to current City facilities continue at no charge, which currently includes 23 dumpsters and six rollofs:

- Parks Administration Building – (1) 8 yd
- Amphitheater – (3) 4 yds
- Athletic Complex – (1) 8 yd & (8) 6 yds
- Pool (Seasonal) – (2) 3 yds
- Public Works – (2) 6 yds & (1) 30 yd rolloff
- Parks Maintenance Building – (1) 2 yd & (3) 6 yds & (1) 30 yd rolloff
- City Hall – (2) 4 yds
- Central Park – (2) 40 yd rollofs
- Street Sweeping – (2) 40 yd rollofs
- Fourth of July Celebration – (1) 30-yd rolloff
- Bus Stops – 37 carts/containers

We understand there is an expansion planned near Central Park as well as a new park being developed at Logan College. We will include basic trash service for these, once they are open to the public, at no charge.

We will continue to collect Halloween pumpkins/jack-o'-lanterns during the month of November at no charge. Holiday trees will be collected at no charge through the first week of January. All single-family residents are eligible for these services, without regard to whether they pay for yard waste services.

Other Services provided on an as needed basis, requested by resident:

- a. White goods - \$28/per item; resident must call Republic Services and schedule in advance of pick up.
- b. Bulk – 2 free items per week; resident must call Republic Services and schedule in advance. A specific quote will be provided to a resident that requires a larger bulk collection.
- c. If a customer requests an additional cart there will be a \$15.00 delivery fee, billed directly to the customer. Should a cart exchange be requested, not due to normal wear/tear or damage incurred by Republic Services during service, there will be a \$15.00 delivery and \$15.00 removal fee billed directly to the customer.
- d. Electronics Recycling – we utilize a 3<sup>rd</sup> party to collect and recycle these items. The cost varies depending on the item and we will quote the current rate when a resident calls in to schedule this service. These rates we are charged are passed through to the customer. Current rates are:
  - i. \$86.25 for tube TV or CRT monitor
  - ii. \$25.00/each – all other electronics
- e. Construction Debris – we will collect up to six cubic yards (average size pickup truck bed) of construction debris for \$75.00. This needs scheduled via Republic Services and paid for in advance. This is ideal for small projects that do not need a large rolloff for disposal.

#### Our Service Commitment

If we are notified of a residential miss prior to noon on the scheduled day of service, we will return on the same day for pickup. If we are notified after noon, we will return by 5:00 p.m. on the next business day to service. If routes are running later than normal, or we have a holiday schedule week, we will implement our "Call 'Em All" / call blast service to residents to help eliminate a "worry" call regarding a miss.



# EXHIBIT A-1



| CURRENT SERVICES<br>Chesterfield MO Pricing Proposal<br>August 1 - July 31 contract year<br>Price stated per month ; billed<br>quarterly by RSG |                |                                      | Trash 1/wk<br>Rec 1/wk                                         | Senior<br>Rate | Optional Yard Waste                          |                                  |                                            |         |
|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------------------------------------|----------------------------------------------------------------|----------------|----------------------------------------------|----------------------------------|--------------------------------------------|---------|
|                                                                                                                                                 |                | YW<br>billed<br>quarterly<br>(4,200) |                                                                |                | SENIOR<br>YW<br>billed<br>quarterly<br>(776) | YW<br>billed<br>annually<br>(64) | SENIOR<br>YW<br>billed<br>annually<br>(10) |         |
| Current Rate                                                                                                                                    |                | 2020-2021                            | \$14.58                                                        | \$13.12        | \$15.34                                      | \$13.81                          | \$14.07                                    | \$12.67 |
| Five Year Extension                                                                                                                             | Year 1         | 2021-2022                            | \$14.87                                                        | \$12.64        | \$15.65                                      | \$13.30                          | \$14.35                                    | \$12.20 |
|                                                                                                                                                 | Years 2 thru 5 |                                      | Price increase percentage based on CPI-Water/Sewer/Trash Index |                |                                              |                                  |                                            |         |
| Option Years 6 & 7                                                                                                                              |                |                                      | Price increase percentage based on CPI-Water/Sewer/Trash Index |                |                                              |                                  |                                            |         |

| MANDATORY YARD WASTE<br>Chesterfield MO Pricing Proposal<br>August 1 - July 31 contract year<br>Price stated per month ; billed<br>quarterly by RSG |                                   |           | Trash 1/wk<br>Rec 1/wk                                         | Senior<br>Rate | MANDATORY YARD WASTE<br>(every resident pays for yard waste) |        |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-----------|----------------------------------------------------------------|----------------|--------------------------------------------------------------|--------|--|
|                                                                                                                                                     |                                   | YW        |                                                                |                | SENIOR<br>YW                                                 |        |  |
| Current Rate                                                                                                                                        |                                   | 2020-2021 | \$14.58                                                        | \$13.12        | n/a                                                          | n/a    |  |
| Five Year Extension                                                                                                                                 | Year 1                            | 2021-2022 | \$14.87                                                        | \$12.64        | \$7.57                                                       | \$6.43 |  |
|                                                                                                                                                     | monthly cost total -<br>TR/REC/YW |           | \$22.44                                                        | \$19.07        |                                                              |        |  |
|                                                                                                                                                     | Years 2 thru 5                    |           | Price increase percentage based on CPI-Water/Sewer/Trash Index |                |                                                              |        |  |
|                                                                                                                                                     | Option Years 6 & 7                |           | Price increase percentage based on CPI-Water/Sewer/Trash Index |                |                                                              |        |  |

Based on APRIL rolling 12-month average for 8/1 anniversary date due to lag in CPI table

| If Optional Yard Waste is selected, we will add this service option:                                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>One time/occasional pick up of yard waste</p> <p>up to four bags: \$8.00</p> <p>five to eight bags: \$12.00</p> <p>each add'l bag over eight: \$1.00</p> <p>20 bag LIMIT for this option</p> <p>Resident simply calls Republic Services to schedule and pay</p> |

## EXHIBIT B-1

**ONLY place these items in  
the recycling container**



**How to prepare  
your recyclables**



**Empty. Clean. Dry.™**  
Keep all recyclables free  
of food and liquid



**Don't bag it**  
Never put recyclables  
in containers or bags



**NEVER place these items in the recycling container**

Plastic Bags  
& Wrappers

Clothing  
& Shoes

Tools  
Food

Electronics  
& Batteries

Medical Waste

Soiled Paper  
Styrofoam

Greasy  
Pizza Boxes

Toys

Construction  
Waste

Yard Waste

Diapers

Scrap Metal

Learn more at  
[RecyclingSimplified.com](http://RecyclingSimplified.com)

Recycling *Simplified*



We'll handle it from here.™

## MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Chesterfield, Missouri (“**City**”), and Allied Services, LLC dba Republic Services of Bridgeton, a Delaware limited liability company qualified to do and actually doing business in the State of Missouri (“**Company**”).

### RECITALS

WHEREAS, City desires that Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

### TERMS AND CONDITIONS

1. **Sole and Exclusive Franchise.** Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal or recycling, of all conforming Waste Material (as defined in Exhibit A) for the following types of locations (“**Location Types**”) within the territorial jurisdiction of the City (the “**Services**”). Notwithstanding the foregoing, this Agreement does not pertain the use of commercial landscaping or tree services:

#### **Location Types**

|                              |                                  |
|------------------------------|----------------------------------|
| <u>xx</u> Residential Units  | _____ Large Commercial Units     |
| _____ Small Commercial Units | _____ Industrial Permanent Units |
| _____ Municipal Facilities   | _____ Industrial Temporary Units |

2. **Newly Developed Areas.** If the City develops new areas (of the same Location Types as designated above) within the City’s territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the City annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).
3. **Scope of Services.** Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in any exhibit attached hereto.
4. **Out of Scope Services May Be Contracted for Directly with Customers.** Company may provide collection and disposal or recycling service within the territorial jurisdiction of the City for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such Customers to use Company for such services, but they may do so at their discretion. The City agrees

that Company may use any information received from the City in marketing all of its available services to the Customers located within the City, whether included in the scope of this Agreement or not.

5. Exhibits. All Exhibits attached this Agreement are an integral part of the Agreement and are incorporated herein.

**Exhibit A** Specifications for Municipal Solid Waste Services

**Exhibit A-1** Municipal Solid Waste, Recycling, and Yard Waste Pricing

**Exhibit B** Specifications for Recycling Services

6. Term. This agreement begins on August 1, 2021 (“**Effective Date**”) and expires five (5) years thereafter unless both parties agree to a two (2) year extension. Thereafter Agreement may be extended annually by written agreement by both parties.

7. Rates for Services; Rate Adjustments; Change in Law.

7.1 Rates for Services. The rates for all Services shall be as shown on Exhibit A-1, subject to the rate adjustments and additional fees and costs as set forth herein.

7.2 Annual Rate Adjustments. Company shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the “**CPI**”). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding. To implement the Price Increase by the August 1<sup>st</sup> anniversary date, we will use the April trailing 12-month average CPI for Water, Sewer, Trash.

7.3 Change in Law Adjustments. Company may request to negotiate an increase to the rates for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) increased fuel costs; and (f) changes in costs due to a Force Majeure Event.

8. Invoicing; Payment.

8.1 Invoicing the Customer Directly. Company shall invoice each individual Customer for Services rendered to such Customer under this contract Quarterly, within 30 days following the end of the first month of the quarter, and the Customer shall pay Company’s invoice(s).

8.2 Payment. Customers shall pay each of Company’s invoices without offset within thirty (30) days of receipt Company’s invoice. Payments not made on or before their due date may be subject to late fees. If the Customer withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.

9. Termination. After completion of the first six (6) months of the Agreement the City shall have the right to terminate this Agreement for any reason by giving the Company written notice to such effect 2 years prior to said termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the Customer shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.
10. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("**Applicable Law**"). In the event any provision of this Agreement conflicts with an existing ordinance of the City, this Agreement shall control, and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.
11. Title. Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.
12. Excluded Waste. If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire waste container that contains the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and, in Company's sole discretion, charge the depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. Company shall release City from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.
13. Vehicles. Hauler shall furnish all necessary vehicles, which shall be substantial, non-leakable, and metallic vehicles and trucks provided with tops or coverings to prevent the spilling or leaking of materials and to conceal the contents of such vehicle from view. Said vehicles shall be kept covered or closed at all times except when being loaded or unloaded. All such vehicles shall:
  - a) Carry evidence of a current State of Missouri Safety inspection and any other licenses required as a condition of doing business by the County Department of Health or the Missouri Department of Natural Resources.
  - b) The gross vehicle weight of the trash truck shall not exceed 20 tons for a single axle truck and 30 tons for a tandem axle truck, or except as otherwise provided by State or St. Louis County Law.
  - c) Vehicles must be automated compressed natural gas (CNG) operated, yard waste trucks excluded.
14. Risk Allocation. The Company agrees to defend with counsel approved by the City, and indemnify and hold harmless the City, its officers, engineers, elected officials, representatives, agents and employees



from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from the Company's breach of this Agreement or out of services and operations negligently performed hereunder by the Company, including the City's reliance on or use of the services or products provided by the Company under the terms of this Agreement. The Company shall not be liable for any loss or damage attributable to the extent such is caused by the negligence of the City. To the extent required by law to enforce this provision, the Company agrees that this indemnification requires the Company to obtain insurance in amounts specified herein and that the Company has had the opportunity to recover the costs of such insurance in the compensation set forth in this Agreement.

15. Insurance. During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

**Workers' Compensation**

|                                  |                                                      |
|----------------------------------|------------------------------------------------------|
| Coverage A                       | Statutory                                            |
| Coverage B - Employers Liability | \$1,000,000 each Bodily Injury by Accident           |
|                                  | \$1,000,000 policy limit Bodily Injury by Disease    |
|                                  | \$1,000,000 each occurrence Bodily Injury by Disease |

**Automobile Liability**

|                                 |                                                                                               |
|---------------------------------|-----------------------------------------------------------------------------------------------|
| Bodily Injury/Property Damage   | \$3,000,000                                                                                   |
| Combined – Single Limit         | Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers). |
| Pollution Liability Endorsement | MCS-90 endorsement for pollution liability coverage                                           |

**Commercial General Liability**

|                               |                               |
|-------------------------------|-------------------------------|
| Bodily Injury/Property Damage | \$2,500,000 each occurrence   |
| Combined – Single Limit       | \$5,000,000 general aggregate |

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Company shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City by the insurance carriers or their authorized representative, show the City as an additional insured under the Automobile and General Liability policies via blanket-form endorsement, and contain waivers of subrogation in favor of the City via blanket-form endorsement (excluding Worker's Compensation policy) except with respect to the willful misconduct of City. For each insurance policy the Company is required to maintain under this Agreement, the Company shall obtain a waiver of subrogation in favor of the City via blanket-form endorsement. The waiver shall expressly waive any and all rights of subrogation, reimbursement, exoneration, or contribution of any other claim which the Company or insurance provider may now or hereafter have against the City, the City's elected officials, employees, agents, attorneys, and representatives, arising from the existence or performance of this Agreement, until termination of this Agreement.

16. Force Majeure. Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, riots, terrorist acts, acts of war, compliance with Applicable Laws or governmental orders, fires, unusually severe weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing

levels under this Agreement during the term of such event and for a reasonable time thereafter. In the event of increased volume due to a Force Majeure event, Company and the City shall negotiate the additional payment to be made to Company. Further, the City and Company shall negotiate any requested variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials due to a Force Majeure event.

17. Non-Discrimination. Company shall not discriminate against any person because of race, sex, gender, disability, marital status, sexual orientation, military or veteran's status, age, creed, color, religion or national origin in its performance of Services under this Agreement.
18. Licenses and Taxes. Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the City and by the State.
19. Free Municipal Services. At no cost to the City, the Company shall provide collection services to Municipal Facilities including provisions of suitable dumpsters for Waste Material. The size and frequency of collection from Municipal Facilities shall be determined by typical use and seasonal volumes. The following is a list and description of currently existing Municipal Facilities:
  - Parks Administration Building – (1) 8 yd
  - Amphitheater – (3) 4 yds
  - Athletic Complex – (1) 8 yd & (8) 6 yds
  - Pool (Seasonal) – (2) 3 yds
  - Public Works – (2) 6 yds & (1) 30 yd rolloff
  - Parks Maintenance Building – (1) 2 yd & (3) 6 yds & (1) 30 yd rolloff
  - City Hall – (2) 4 yds
  - Central Park – (2) 40 yd rolloffs
  - Street Sweeping – (2) 40 yd rolloffs
  - Fourth of July Celebration – (1) 30-yd rolloff
  - Bus Stops – 37 carts/containers

Company agrees to provide no cost collection services to future Municipal Facilities including but not limited to an expansion planned near Central Park as well as a new park being developed at Logan College.

Company will continue to collect Halloween pumpkins/jack-o'lanterns during the month of November at no charge. Holiday trees will be collected at no charge through the first week of January. All single-family residents are eligible for these services, without regard to whether they pay for yard waste services.

20. Performance Bond. Prior to execution of this Agreement, the Company shall provide a Performance Bond issued by a reputable surety satisfactory to the City in the amount of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00). Said bond shall be in favor of the City and shall guarantee the faithful performance of all of the terms and conditions of this Agreement and compliance with the City's Municipal Code and all applicable state regulations regarding the collection and disposal of solid waste. Further, that said bond secures the City against the Company permitting any nuisance to be created and saves the City harmless by reason of any suit, claim, or demand growing out of the collection and disposal of garbage and refuse by the Company under this Agreement.
21. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be

unreasonably withheld. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to City under this Agreement nor are any of the City's IP granted to the Company under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) City and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

City of Chesterfield, Missouri

Allied Services, LLC dba Republic Services of  
Bridgeton

By:\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

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

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

## EXHIBIT A

### SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES

1. Waste Material. The following Waste Material shall be considered in scope during the Term of this Agreement:

|                                       |                       |
|---------------------------------------|-----------------------|
| <u>xx</u> Municipal Solid Waste (MSW) | <u>xx</u> Bulky Waste |
| <u>xx</u> Yard Waste                  | Construction Debris   |

2. Definitions.

2.1 Bulky Waste – Stoves, refrigerators (with all CFC and other refrigerants removed), water tanks, washing machines, furniture and other similar items with weights and/or volumes greater than those allowed for the waste container supplied.

2.2 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.

2.3 Construction Debris – Excess building materials resulting from construction, remodeling, repair or demolition operations.

2.4 Customer – An occupant or operator of any type of premise within the City that is covered by this Agreement and who generates Municipal Solid Waste and/or Recyclable Material, if applicable.

2.5 Disposal Site – A Waste Material depository including, but not limited to, sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.

2.6 Excluded Waste – Excluded Waste consists of Special Waste, Hazardous Waste, and any other material not expressly included within the scope of this Agreement including, but not limited to, any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste.

2.7 Hazardous Waste – Any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Law.

2.8 Industrial Permanent Unit – An industrial premise requiring use of a large container for the collection of its MSW for a continuous term.

2.9 Industrial Temporary Unit – An industrial premise requiring use of a large container for the collection of its Solid Waste on only a temporary basis. Solid Waste collection is generally limited to a specific event or a short-term project.

2.10 Large Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires a waste container that is two (2) yards or larger per collection day for the collection of its Solid Waste.

2.11 Municipal Facilities – Those specific municipal premises as set forth on Exhibit A-1 of this Agreement, if any.

2.12 Municipal Solid Waste (or “MSW”) – Useless, unwanted or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential, commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.

2.13 Residential Unit – A dwelling where a person or group of people live. For purposes of this Agreement, each unit in a multi-family dwelling (condominium, apartment or other grouped housing structure) shall be treated as a separate Residential Unit and a Residential Unit shall be deemed occupied when either water or power services are being supplied thereto.

2.14 Residential Streets – This agreement is exclusive for residential units on public streets; private streets are not required to use Company for residential service.

2.15 Small Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires no more than three (3) thirty-two (32) gallon containers per collection day for the collection of its Solid Waste. Examples of Small Commercial Units include offices, stores, service stations, restaurants, amusement centers, schools, and churches.

2.16 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to (a) waste generated by an industrial process or a pollution control process; (b) waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals; (c) waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”); (d) waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes; (e) waste which may contain free liquids and requires liquid waste solidification; (f) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA; (g) asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law; (h) waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA); (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and (j) Municipal Solid Waste that may have come into contact with any of the foregoing.

2.17 Waste Material – All nonhazardous Municipal Solid Waste and, as applicable, Recyclable Material, Yard Waste, Bulky Waste and Construction Debris generated at the Location Types covered by this Agreement. Waste Material does not include any Excluded Waste.

2.18 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length are not required to be in a container, bag or box.



### 3. Collection Operations.

3.1 Location of Containers, Bags and Bundles for Collection. Each container, bag and bundle containing Waste Material shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, bags and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any container, bag or bundle not so placed or any Waste Material not in a container, bag or bundle.

3.2 Hours of Collection Operations. Collection of Waste Material shall not start before 7:00 A.M. or continue after 6:00 P.M. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Collection routes shall be established by the Company. Company shall submit the Residential Unit and Municipal Facility collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. The Company may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least four (4) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

3.4 Residential Collection. Company shall be obligated to collect all solid waste or recycling per week from each Residential Unit provided it is contained in a Hauler-provided cart. Yard Waste is unlimited, provided it is in Kraft paper bags, personal containers labeled “yard waste” or carts rented from the Hauler. Plastic bags may not be used for disposal of yard waste.

3.5 Holidays. The following shall be holidays for purposes of this Agreement: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Company may suspend collection service on any of these holidays, but such decision in no manner relieves Company of its obligation to provide collection service at least once per week.

3.6 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received. If the complaint is received and verified prior to noon on the service day, collection will be made by end of business day. Company will have a single point of contact for city staff’s use only, typically the Company’s Municipal Manager, or person in similar position. In the event the complaint is not abated in the required time frame, the Company shall follow up with the household to ensure that the complaint has been resolved to the satisfaction of the complainant. If any resident complaint is not resolved prior to 5:00 p.m. on the day following receipt of the complaint and the City, at its sole discretion, resolves the complaint using City personnel and equipment or a third party, the Company shall be subject to a fine of \$50.00 per complaint. In cases where complaints involve more than one household, each household shall be considered a separate complaint for purposes of this section.

3.7 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity of the Company.

3.8 Disposal. All Waste Material, other than processed Recyclable Material that is marketable, collected within the City under this Agreement shall be deposited at a Disposal Site selected by Company and properly permitted by the State in which it is located.

3.9 Customer Education. The Contractor shall notify all Customers at Residential Units about set-up, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections as needed.

3.10 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

## EXHIBIT A-1

### SOLID WASTE, RECYCLING AND YARD WASTE PRICING

If Optional Yard Waste is selected:

| CURRENT SERVICES<br>Chesterfield MO Pricing Proposal<br>August 1 - July 31 contract year<br>Price stated per month ; billed<br>quarterly by RSG |        |                    | Trash<br>1/wk<br>Rec 1/wk                                      | Senior<br>Rate | Optional Yard Waste                  |                                              |                                  |                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------------------|----------------------------------------------------------------|----------------|--------------------------------------|----------------------------------------------|----------------------------------|--------------------------------------------|
|                                                                                                                                                 |        |                    |                                                                |                | YW<br>billed<br>quarterly<br>(4,200) | SENIOR<br>YW<br>billed<br>quarterly<br>(776) | YW<br>billed<br>annually<br>(64) | SENIOR<br>YW<br>billed<br>annually<br>(10) |
| Current Rate                                                                                                                                    |        | 2020-2021          | \$14.58                                                        | \$13.12        | \$15.34                              | \$13.81                                      | \$14.07                          | \$12.67                                    |
| Five Year Extension                                                                                                                             | Year 1 | 2021-2022          | \$14.87                                                        | \$12.64        | \$15.65                              | \$13.30                                      | \$14.35                          | \$12.20                                    |
|                                                                                                                                                 |        | Years 2 thru 5     | Price increase percentage based on CPI-Water/Sewer/Trash Index |                |                                      |                                              |                                  |                                            |
|                                                                                                                                                 |        | Option Years 6 & 7 | Price increase percentage based on CPI-Water/Sewer/Trash Index |                |                                      |                                              |                                  |                                            |

| If Optional Yard Waste is selected, we will add this service option: |  |
|----------------------------------------------------------------------|--|
| <u>One time/occasional pick up of yard waste</u>                     |  |
| up to four bags/bundles: \$8.00                                      |  |
| five to eight bags/bundles: \$12.00                                  |  |
| each add'l bag/bundle over eight: \$1.00                             |  |
| 20 bag/bundle LIMIT for this option                                  |  |
| Resident simply calls Republic Services to schedule and pay          |  |

Other Services provided on an as needed basis, requested by resident:

- a. White goods - \$28/per item; resident must call Republic Services and schedule in advance of pick up.
- b. Bulk – 2 free items per week; resident must call Republic Services and schedule in advance. A specific quote will be provided to a resident that requires a larger bulk collection.
- c. If a customer requests an additional cart there will be a \$15.00 delivery fee, billed directly to the customer. Should a cart exchange be requested, not due to normal wear/tear or damage incurred by Republic Services during service, there will be a \$15.00 delivery and \$15.00 removal fee billed directly to the customer.
- d. Electronics Recycling – we utilize a 3<sup>rd</sup> party to collect and recycle these items. The cost varies depending on the item and we will quote the current rate when a resident calls in to schedule this service. These rates we are charged are passed through to the customer. Current rates are:
  - i. \$86.25 for tube TV or CRT monitor
  - ii. \$25.00/each – all other electronics

- e. Construction Debris – we will collect up to six cubic yards (average size pickup truck bed) of construction debris for \$75.00. This shall be scheduled via Republic Services and paid for in advance.

## EXHIBIT B

### SPECIFICATIONS FOR RECYCLING SERVICES

#### 1. Recycling Services Definitions.

1.1 “**Recyclable Materials**” are used and/or discarded materials that are capable of successful processing and sale on the commodity market.

1.2 “**Acceptable Material**” means the materials listed in Section 8 below.

1.3 “**Unacceptable Material**” means the materials listed in Section 9 below. All Recyclable Materials collected for delivery and sale by Company shall be hauled to a processing facility selected by Company for processing (“Recycling Services”).

2. City’s Duty. City shall make a commercially reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers. Educational materials will be provided by Contractor. This duty in no way creates any liability to the City due to its failure to educate customers or create any liability resulting from Customers placing Unacceptable Material in their recycling containers.

3. Right to Inspect/Audit. Company may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Company’s visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Company will notify City of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of City’s Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection and Processing rate commensurate with the composition of Unacceptable Material. The cost of any such procedures, surveys, or reviews will be borne by the Company.

4. Changes in Market Conditions. If market conditions develop that limit or inhibit Company from selling some or all of the Acceptable Material, Company may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility’s Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate. Company must provide City notice thirty (30) days prior to any of the aforementioned changes taking effect.

5. Acceptable Material. All material must be empty, clean and dry. Company may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days’ prior written notice of any such modifications.

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- #3, 4, 5, 7 Food, beverage and household items containers, no #6
- Aluminum Foil – clean, no food waste
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular



- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books
- Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons
- Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)

7. Unacceptable Material. Company may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.

## **FINANCE AND ADMINISTRATION COMMITTEE**

Chair: Councilmember McGuinness

Vice-Chair: Councilmember Moore

There are no Finance and Administration Committee items scheduled on the agenda for this meeting.

## **NEXT MEETING**

The next meeting of the Finance and Administration Committee has not yet been scheduled.

If you have any questions or require additional information, please contact Finance Director Jeannette Kelly or me prior to Tuesday's meeting.

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

Chair: Councilmember Ohley

Vice Chair: Councilmember Moore

There are no Parks, Recreation and Arts Committee action items scheduled on the agenda for this meeting.

### **NEXT MEETING**

The next meeting of the Parks, Recreation and Arts Committee has not yet been scheduled.

If you have any questions or require additional information, please contact Parks, Recreation and Arts Director Thomas McCarthy or me prior to Tuesday's meeting.

## **PUBLIC HEALTH AND SAFETY COMMITTEE**

Chair: Councilmember Keathley

Vice Chair: Councilmember DeCampi

There are no Public Health and Safety Committee items scheduled on the agenda for this meeting.

## **NEXT MEETING**

The next meeting of the Public Health and Safety Committee has not yet been scheduled.

If you have any questions or require additional information, please contact Chief Ray Johnson or me prior Tuesday's meeting.

## **REPORT FROM THE CITY ADMINISTRATOR & OTHER ITEMS REQUIRING ACTION BY CITY COUNCIL**

I have no action items to report for Tuesday's meeting.

### **OTHER LEGISLATION**

There are no "Other Legislation" action items scheduled on the agenda for this meeting.

### **UNFINISHED BUSINESS**

There are no "Unfinished Business" action items scheduled on the agenda for this meeting.

### **NEW BUSINESS**



## **EXECUTIVE SESSION**

We have scheduled an executive session prior to Tuesday's meeting, for the purpose of providing time for City Attorney Graville to update and provide information to the City Council relative to current litigation.

Additional information related to the executive session will be forwarded under separate cover.

The discussion during this Executive Session is covered by the following provision:

**RSMo 610.021 (1)** – Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

If you have any questions or comments, please feel free to contact me prior to Tuesday's meeting.