



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Tuesday, January 18, 2022
6:00 PM**

I. Appointments – Mayor Bob Nation

II. Council Committee Reports

A. Planning and Public Works Committee – Chairperson Mary Monachella,
Ward I

- 1. Bill No. 3376 - P.Z. 09-2021: 2272 Clarkson Road (SMS Group, LLC)** – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of an existing “NU” Non-Urban District to a new “PC” Planned Commercial District for a 1.006-acre tract of land located at the southwest corner of the intersection of Clarkson Road and Wilson Avenue. (P.Z. 09-2021 2272 Clarkson Road {SMS Group, LLC} 20T520406). **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
- 2. Bill No. 3377 - P.Z. 14-2020 84 Lumber (17519 Chesterfield Airport Road)** – An ordinance amending Ordinance 2575 of the City of Chesterfield to modify development criteria contained in Ordinance 2575 to establish a new “PC” Planned Commercial District on a 7.42-acre tract of land at 17519 Chesterfield Airport Road, located south of Highway 40/61 Interstate 64. (P.Z. 14-2020 84 Lumber 17U510073). **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended. Green Sheet Amendment recommended by Planning & Public Works Committee regarding screening of outdoor storage**
- 3. Bill No. 3378 - Public Street Acceptance – Fienup Farms, Plats 2 and 7** – An ordinance pertaining to the acceptance of portions of Patchwork Fields and Fienup Lake Drive in Fienup Farms as public streets in the City of Chesterfield. **(First Reading) Planning & Public Works Committee recommends approval.**
- 4. Next Meeting – Thursday, January 20, 2022 (5:30pm)**

B. Finance and Administration Committee – Chairperson Michael Moore,
Ward III

1. Next Meeting – Not yet scheduled

C. Parks, Recreation and Arts Committee – Chairperson Mary Ann Mastorakos, Ward II

1. Report on Proposed Locations for Pickleball Court

2. Next Meeting – Not yet scheduled

D. Public Health and Safety Committee – Chairperson Tom DeCampi, Ward IV

1. Next Meeting – Not yet scheduled

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

A. Professional Services Contract – Main Circle Drive – Design

Services – Recommendation to authorize the City Administrator to approve a contract with Stock and Associates in an amount not to exceed \$40,000 for engineering design services for the extension of Main Circle Drive north from the roundabout to Veterans Place Drive. The 2022 Budget includes \$1,597,379 in account 210-079-5480 for improvements to Central Park related to the property acquisition. **(Roll Call Vote) Department of Public Works recommends approval.**

IV. Other Legislation

A. Bill No. 3379 - Boundary Adjustment Plat - Spirit Valley Business

Park (Vermeer) – An ordinance providing for the approval of a Boundary Adjustment Plat for an 8.5-acre tract of land located southwest of the intersection of Spirit Valley East Drive and Olive Street (17W510136, 17W510125). **(First & Second Readings) Department of Planning recommends approval.**

B. Bill No. 3380 – Fifth Amendment to the Declaration of Trust and

the Successor Trustee Agreement – An ordinance approving an amendment to a Declaration of Trust in connection with the City's outstanding certificates of participation and authorizing the execution of other documents. **(First & Second Readings) Finance Director & City Administrator recommend approval.**

V. Unfinished Business

VI. New Business

VII. 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.

PERSONS REQUIRING AN ACCOMMODATION TO ATTEND AND PARTICIPATE IN THE CITY COUNCIL MEETING SHOULD CONTACT CITY CLERK VICKIE MCGOWND AT (636) 537-6716, AT LEAST TWO (2) WORKDAYS PRIOR TO THE MEETING.



**AGENDA
CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Tuesday, January 18, 2022
7:00 PM**

- 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 03, 2022
- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Thursday, January 20, 2022 – Planning & Public Works (5:30pm)**
 - B. Monday, January 24, 2022 – Planning Commission (7:00pm)**
 - C. Monday, February 07, 2022 – City Council Meeting (7:00pm)**
- VII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
- VIII. APPOINTMENTS** – Mayor Bob Nation
- IX. COUNCIL COMMITTEE REPORTS**
 - A. Planning and Public Works Committee** – Chairperson Mary Monachella, Ward I
 - 1. Bill No. 3376 - P.Z. 09-2021: 2272 Clarkson Road (SMS Group, LLC)** – An ordinance amending the Unified Development Code of the

City of Chesterfield by changing the boundaries of an existing “NU” Non-Urban District to a new “PC” Planned Commercial District for a 1.006-acre tract of land located at the southwest corner of the intersection of Clarkson Road and Wilson Avenue. (P.Z. 09-2021 2272 Clarkson Road {SMS Group, LLC} 20T520406). **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

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1. Next Meeting- Not yet scheduled

C. Parks, Recreation and Arts Committee – Chairperson Mary Ann Mastorakos, Ward II

1. Report on Proposed Locations for Pickleball Court

2. Next Meeting – Not yet scheduled

D. Public Health and Safety Committee – Chairperson Tom DeCampi, Ward IV

1. Next Meeting – Not yet scheduled

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

- A. Professional Services Contract – Main Circle Drive – Design Services –** Recommendation to authorize the City Administrator to approve a contract with Stock and Associates in an amount not to exceed \$40,000 for engineering design services for the extension of Main Circle Drive north from the roundabout to Veterans Place Drive. The 2022 Budget includes \$1,597,379 in account 210-079-5480 for improvements to Central Park related to the property acquisition. **(Roll Call Vote) Department of Public Works recommends approval.**

XI. OTHER LEGISLATION

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XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. ADJOURNMENT

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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.

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AGENDA REVIEW – TUESDAY 01/18/2022 – 6:00 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:00 PM, on Tuesday, January 18, 2022.**

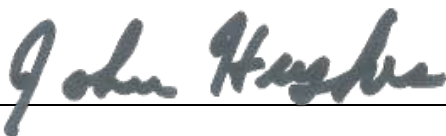
Please let me know, ASAP, if you will be unable to attend this meeting.

City of Chesterfield
Excess Checks (=> \$5,000)
December 2021

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
12/9/2021	1016	KIRKWOOD FENCE, INC.	FENCING ON THE F QUAD	\$ 13,913.00	137
12/3/2021	48142	BIG RIVER RACE MANAGEMENT	RACE FEE-TURKEY TROT	8,355.09	119
12/3/2021	48157	JOE MACHENS FORD	(2) 2021 FORD F-150 CREW CAB TRUCKS	56,186.00	119
12/3/2021	48158	LANDSCAPE STRUCTURES INC	LOGAN PARK PLAYGROUND AND SAFETY SURFACING	107,799.00	119
12/3/2021	48161	METROPOLITAN ST. LOUIS SEWER DISTRICT	16365 LYDIA HILL DR, ACCT #0472321-9 Oct	15,624.58	119
12/3/2021	48162	METROPOLITAN ST. LOUIS SEWER DISTRICT	17925 N OUTER 40 RD, ACCT# 0626172-1 Oct	5,077.78	119
12/3/2021	48180	SWT DESIGN, INC	LOGAN PARK DESIGN CONSULTATION	12,012.46	119
12/22/2021	48234	4WALL ENTERTAINMENT	LIGHTS-MARTIN ERA 300 PROFILE(4)	9,590.00	119
12/22/2021	48236	CAPRI POOLS, LLC	REPLACED 6" RETURN VALVE, WINTERIZE POOL	6,715.00	119
12/22/2021	48253	ST. CHARLES RESTAURANT EQUIPMENT, INC.	BOTTLE BEER COOLER (10), REACH-IN REFRIGERATOR (3), DRAFT BEER COOLER (3)	38,160.92	119
12/29/2021	48261	METROPOLITAN ST. LOUIS SEWER DISTRICT	16365 LYDIA HILL DR, ACCT #0472321-9 Nov	9,032.83	119
12/29/2021	48288	THE LIFE GUARD STORE, INC.	ADA AQUA 6 STEP/SINGLE SIDE GUARD	5,425.00	119
12/1/2021	65197	LOU FUSZ FORD, INC.	2021 FORD XL SUPERCREW	38,315.00	121
12/3/2021	65289	COMPASS MINERALS AMERICA INC	SALT CO-OP	158,473.40	001
12/3/2021	65292	DELTA DENTAL OF MISSOURI	DEC 2021 DENTAL INSURANCE-HIGH&LOW	12,488.20	001
12/3/2021	65297	FARINELLA NURSERY LANDSCAPE CONST. LLC	2020 STREET TREES, 2021 STREET TREES	72,670.00	120
12/3/2021	65305	IMPERIAL MOTORS, INC.	GRADING SURETY RELEASE-TSG CHESTERFIELD AIRPORT RD, LOT A	11,500.00	808
12/3/2021	65309	LEON UNIFORM CO., INC.	UNIFORMS	22,054.38	121
12/3/2021	65320	RCCEEG	CONTRACT RENEWAL	9,000.00	121
12/3/2021	65325	ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL	DECEMBER 2021 HEALTH INSURANCE PREMIUMS	189,295.26	001
12/3/2021	65327	THE HARTFORD-PRIORITY ACCOUNTS	DEC 2021 LIFE & VOLUNTARY LIFE/LDT & STD BENEFITS	10,199.49	001
12/3/2021	65329	TIMBERLINE PROFESSIONAL TREE CARE	2021 STREET TREE REMOVAL	23,395.00	001
12/3/2021	65335	TREASURER-ST. LOUIS COUNTY	POLICE COMMUNICATIONS NOV 2021	16,937.19	121
12/3/2021	65337	TYLER TECHNOLOGIES, INC	SOFTWARE MAINTENANCE-EXECUTIME	6,695.48	001
12/9/2021	65348	COMPASS MINERALS AMERICA INC	SALT CO-OP	161,022.34	001
12/9/2021	65376	SCA OF MO, LLC	FALL SWEEP 10/18-11/5/2021	11,975.00	001
12/9/2021	65377	SCHOWALTER & JABOURI, P.C.	PROGRESS BILLING SERVICES RENDERED RELATED TO AUDIT 12/31/2021	8,100.00	001
12/9/2021	65378	ST. LOUIS AREA INSURANCE TRUST	WORK COMP/GENERAL-POLICE-AUTO LIABILITY	379,499.00	001
12/9/2021	65381	THE GRAVILLE LAW FIRM, LLC	AUG & SEPT 2021 PROFESSIONAL SERVICES	41,366.75	001
12/9/2021	65384	TOPE PLUMBING	9 PRESTON RIDGE - SEWER REPAIR	5,016.50	110
12/9/2021	65385	TOPE PLUMBING	511 RICHLEY - SEWER REPAIR	8,542.50	110
12/16/2021	65392	AMEREN MISSOURI	690 CHESTERFIELD PKWY W-0627147004	5,445.79	001
12/16/2021	65400	COMPASS MINERALS AMERICA INC	SALT CO-OP	76,696.49	001
12/16/2021	65407	GULF COAST ASPHALT LLC	2021 CRACK SEALING PROJECT	37,086.10	120
12/16/2021	65410	HORNER & SHIFRIN INC.	EBERWEIN PARK TRAILS-DESIGN SERVICES	8,947.64	120
12/16/2021	65433	STOCK & ASSOCIATES	SURVEYING SERVICES FOR APPROX 700 FT OF MAINCIRCLE DRIVE	6,500.00	001
12/16/2021	65434	SUPERIOR WATERPROOFING & RESTORATION CO., INC.	2021 CITY HALL RECAULKING	11,398.67	001
12/22/2021	65453	COMPASS MINERALS AMERICA INC	SALT CO-OP	158,648.64	001
12/22/2021	65474	RAINERI CONSTRUCTION, LLC	2021 SELECTIVE SLAB REPLACEMENT PROJECT B	27,720.34	120
12/22/2021	65476	SAFETY COUNCIL OF GREATER ST. LOUIS	26 EMPLOYEES ATTENDED ADVANCED WORK ZONE SAFETY TRAINING	6,500.00	001
12/22/2021	65479	SUPERIOR WATERPROOFING & RESTORATION CO., INC.	ADDITIONAL SEALING REPAIRS TO CITH HALL	6,230.00	001
12/22/2021	65480	SUPERIOR WATERPROOFING & RESTORATION CO., INC.	2021 CITY HALL RECAULKING, GUTTER SEAL REPAIRS AT CITY HALL	9,235.44	001
12/29/2021	65499	ENERGY PETROLEUM CO.	MID RFG GASOLINE 89 OCT	21,917.96	001
12/29/2021	65516	PNC BANK	DEC 2021 MONTHLY PNC STATEMENT	8,867.62	001
12/29/2021	65519	THE GRAVILLE LAW FIRM, LLC	OCT & NOV 2021 PROFESSIONAL SERVICES	30,579.65	001
12/29/2021	65520	TREASURER-ST. LOUIS COUNTY	POLICE COMMUNICATIONS DEC 2021	16,937.19	121
				<u>\$ 1,907,148.68</u>	

Respectfully submitted by,
John Hughes, Assistant Finance Director

Fund Legend	
General Fund	001
Sewer lateral fund	110
Police forfeiture fund	114
Parks	119
Capital Improvements	120
Public Safety	121
Everything from the ARPA Strategy should be coded to	137
Trust & Agency	808





RECORD OF PROCEEDING

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

JANUARY 3, 2022

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

President Pro-Tem Mary Ann Mastorakos 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

Councilmember Mary Monachella
Councilmember Barbara McGuinness
Councilmember Aaron Wahl
Councilmember Mary Ann Mastorakos
Councilmember Dan Hurt
Councilmember Michael Moore
Councilmember Tom DeCampi
Councilmember Gary Budoor

ABSENT

Mayor Bob Nation

APPROVAL OF MINUTES

The minutes of the December 6, 2021 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember McGuinness, to approve the December 6, 2021 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the December 6, 2021 Public Hearing were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Budoor, to approve the December 6, 2021 Public Hearing minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

President Pro-Tem Mastorakos announced that City Hall will be closed on Monday, January 17, in observance of Martin Luther King Jr. Day.

President Pro-Tem Mastorakos announced that the next meeting of City Council is scheduled for Tuesday, January 18, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Mr. Harry Pardo, 16579 Baxter Forest Ridge Drive, spoke in favor of installing Pickleball courts in Central Park.

Ms. Jane Brown, 213 W. Manor Drive, spoke in favor of installing Pickleball courts in Central Park.

Mr. Ernesto Vera, 2220 Whitby Road, spoke in favor of installing Pickleball courts in Central Park.

Mr. Brian Cheng, 16 Tempest Drive, spoke in favor of installing Pickleball courts in Central Park.

Ms. Connie Staden, 27 White Plains Drive, spoke in favor of installing Pickleball courts in Central Park.

Ms. Louise Nation, 17669 Bridgeway Drive, spoke in favor of installing Pickleball courts in Central Park.

APPOINTMENTS

There were no appointments.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning/Public Works Committee

Bill No. 3376	Amends the Unified Development Code of the City of Chesterfield by changing the boundaries of an existing “NU” Non-Urban District to a new “PC” Planned Commercial District for a 1.006-acre tract of land located at the southwest corner of the intersection of Clarkson Road and Wilson Avenue (P.Z. 09-2021 2272 Clarkson Road {SMS
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Group, LLC} 20T520406) (First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval

Councilmember Mary Monachella, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Hurt, for the first reading of Bill No. 3376. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3376 was read for the first time.

Councilmember Monachella announced that the next meeting of this Committee is scheduled for Thursday, January 6, at 5:30 p.m.

Finance and Administration Committee

Councilmember Michael Moore, Chairperson of the Finance and Administration Committee, indicated that he had no report this evening.

Parks, Recreation & Arts Committee

Councilmember Mary Ann Mastorakos, Chairperson of the Parks, Recreation & Arts Committee, made a motion, seconded by Councilmember Moore, to approve the Lease and Maintenance Agreements for the Chesterfield Mall Senior Space, as recommended by the Parks, Recreation and Arts Committee. A roll call vote was taken with the following results: Ayes – Wahl, Hurt, Budoor, Moore, McGuinness, Monachella, DeCampi and Mastorakos. Nays – None. Whereupon President Pro-Tem Mastorakos declared the motion passed.

Councilmember Mastorakos made a motion, seconded by Councilmember McGuinness, to refer the Pickleball Court location recommendation back to the Parks, Recreation and Arts Committee for further review and consideration. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Mastorakos announced that the next meeting of this Committee is scheduled for Wednesday, January 12, at 5:30 p.m.

Public Health & Safety Committee

Councilmember Tom DeCampi, Chairperson of the Public Health & Safety Committee, indicated that he had no report this evening.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that Ace Beverage, LLC (d/b/a Barrel Blends), located at 17541 Chesterfield Airport Road, has requested a new liquor license, to sell all kinds of liquor by the drink, to be consumed on premises, and Sunday sales. Mr. Geisel reported that, per City policy, this application has been reviewed and is now

recommended for approval by both the Police Department and Planning & Development Services. Councilmember Monachella made a motion, seconded by Councilmember Hurt, to approve issuance of a new liquor license to Ace Beverage, LLC. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

OTHER LEGISLATION

There was no "Other Legislation" scheduled for this meeting.

UNFINISHED BUSINESS

There was no unfinished business scheduled on the agenda for this meeting.

NEW BUSINESS

There was no new business.

ADJOURNMENT

There being no further business to discuss, President Pro-Tem Mastorakos adjourned the meeting at 7:40 p.m.

President Pro-Tem Mary Ann Mastorakos

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____

UPCOMING MEETINGS/EVENTS

A. Thursday, January 20, 2022 – Planning & Public Works (5:30pm)

B. Monday, January 24, 2022 – Planning Commission (7:00pm)

C. Monday, February 07, 2022 – City Council Meeting (7:00pm)

COMMUNICATIONS AND PETITIONS

There are no communications and or petitions for Monday's meeting.

APPOINTMENTS

There are no appointments scheduled for Monday's meeting.

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Monachella

Vice-Chair: Councilmember Hurt

Bill No. 3376 - P.Z. 09-2021: 2272 Clarkson Road (SMS Group, LLC) – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of an existing “NU” Non-Urban District to a new “PC” Planned Commercial District for a 1.006-acre tract of land located at the southwest corner of the intersection of Clarkson Road and Wilson Avenue. (P.Z. 09-2021 2272 Clarkson Road {SMS Group, LLC} 20T520406). **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

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NEXT MEETING

The next meeting of the Planning and Public Works Committee is scheduled for Thursday, January 20th, 2022, 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 Monday’s meeting.

MEMORANDUM

TO: Mike Geisel, City Administrator

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

SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, January 6, 2022



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, January 6, 2022 in Conference Room 101.

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

Also in attendance were: Planning Commission Chair Merrell Hansen; Jim Eckrich, Director of Public Works/City Engineer; Justin Wyse, Director of Planning; and Kathy Juergens, Recording Secretary.

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

I. APPROVAL OF MEETING SUMMARY

A. Approval of the December 9, 2021 Committee Meeting Summary

Councilmember Mastorakos made a motion to approve the Meeting Summary of December 9, 2021. The motion was seconded by Councilmember Hurt and passed by a voice vote of 3-0. (Councilmember DeCampi arrived after the vote.)

II. UNFINISHED BUSINESS – None.

III. NEW BUSINESS

- A. **P.Z. 14-2020 84 Lumber (17519 Chesterfield Airport Road)**: An ordinance amendment to modify development criteria contained in City of Chesterfield Ordinance 2575 which established a “PC” Planned Commercial District on a 7.42-acre tract of land located at 17519 Chesterfield Airport Road (17U510073). (Ward 4)

STAFF PRESENTATION

Justin Wyse, Director of Planning, presented the project request for an Ordinance Amendment to modify the development criteria for a tract of land located along Chesterfield Airport Road east of its intersection with Long Road and south of Interstate 64. Changes are being requested to accommodate redevelopment of the site to expand operations for Car Craft Autobody.

The applicant is requesting the following changes:

- Increase total building area from 40,000 to 60,000 sq. ft.

- Remove the detention area setback requirement.
- Allow vehicular access from Chesterfield Airport Road until Arnage Road extends to Caprice Drive to the west.
- Update Permitted Uses.

A Public Hearing was held on August 23, 2021 where four issues were raised regarding screening of damaged vehicles, permitted uses, updating current ordinance language and access onto Arnage Road. Each of these issues were addressed by the applicant and on December 13, 2021, the Planning Commission voted to recommend approval of this petition by a vote of 8-1 with the modification that the following permitted uses be removed from the request:

1. Art Gallery
2. Art Studio
3. Commercial Service Facility
4. Film Drop Off and Pick Up Stations
5. Film Processing Plant
6. Office – Dental
7. Parking Area (Stand-Alone), including Garages for Automobiles. Not including sales or storage of damaged vehicles for more than 72 hours.
8. Tackle and Bait Shop

The Preliminary Development Plan depicts three buildings totaling 57,800 sq. ft, two curb cuts on Arnage Road with access from Chesterfield Airport Road and a fenced-in outdoor storage area.

DISCUSSION

Planning Commission Chair Merrell Hanson stated that she cast the dissenting vote at Planning Commission. She explained her concern with the outdoor storage area and the proposed 6 foot fence.

There was considerable discussion regarding the extension of Arnage Road. Arnage Road is directly in front of the subject site and is owned by the adjacent Jaguar/Land Rover dealership. Once the proposed redevelopment of the subject site is completed, the applicant will extend Arnage Road to their western boundary. The Lou Fusz dealership is immediately adjacent to the western boundary of the subject site. If at some point in the future Lou Fusz redevelops their site, they will be required to extend Arnage Road through their property to intersect with Caprice Drive, at which time the north/south private road would be eliminated. Until Arnage Road is extended to Caprice Drive, the applicant is requesting to retain access utilizing the north/south private road from Chesterfield Airport Road as a right-in, right-out access.

There was also discussion regarding the proposed six-foot high vinyl fence to screen the outdoor storage area of damaged vehicles and the use of additional landscaping. The Committee was concerned that a six foot high fence would not adequately screen the area from the interstate highway. They were also concerned about the appearance of a vinyl fence.

The proposed use for the two sheds on the property was also discussed. A representative of the applicant indicated that their use has not been determined at this point. However, it will be addressed at the site plan review phase.

Chair Monachella made a motion to approve P.Z. 14-2020 84 Lumber (17519 Chesterfield Airport Road) and amend Attachment A, Section I, Specific Criteria, B by adding the following language:

4. Outdoor Storage

- a. Outdoor storage areas shall be depicted on the Site Development Plan with screening to include berming, landscaping, fencing, or other methods as approved by the City of Chesterfield. Section profiles may be required to verify the adequacy of proposed screening.

The motion was seconded by Councilmember Mastorakos.

Discussion after the Motion

There was further discussion regarding future access to the site, the long-term visual effect of vinyl fencing, and the lifespan of landscaping. Representing the applicant, Mike Doster, Land Use Attorney on the development team, stated that prior to the next City Council meeting, he will work with the applicant and present alternative screening solutions.

The above motion passed by a voice vote of 4-0.

Note: One Bill, as recommended by the Planning & Public Works Committee, will be needed for the January 18, 2022 City Council Meeting. See Bill #

[Please see the attached report prepared by Justin Wyse, Director of Planning, for additional information on P.Z. 14-2020 84 Lumber (17519 Chesterfield Airport Road).]

B. Public Street Acceptance: Fienup Farms-Plats 2 and 7

STAFF PRESENTATION

Jim Eckrich, Director of Public Works/City Engineer, stated that Staff has determined that the following streets within Plats 2 and 7 of the Fienup Farms subdivision meet the City's design and construction standards for acceptance as public streets:

Patchwork Fields (Plat 2):	Approximately 132 feet: from 40 feet north of Pine Summit Drive to a point 172 feet north of Pine Summit Drive
Patchwork Fields (Plat 7):	Approximately 415 feet: from 375 feet west of Fienup Lake Drive to 40 feet east of Fienup Lake Drive
Fienup Lake Drive (Plat 7):	Approximately 645 feet: from Patchwork Fields to 645 feet south of Patchwork Fields

Mr. Eckrich pointed out that these are the first of multiple street acceptance recommendations that will be required for this subdivision. Fienup Farms includes 11 plats and all but one plat includes public streets. All streets within Fienup Farms have been completed, however, at this time, not all of the responsible parties have addressed deficiencies. Instead of withholding street acceptance and escrow fund releases from those that have addressed all required deficiencies, Staff is requesting that the above mentioned streets be accepted at this time.

Councilmember Hurt made a motion to forward an ordinance accepting 132 feet of Patchwork Fields (Plat 2), 415 feet of Patchwork Fields (Plat 7), and 645 feet of Fienup Lake Drive (Plat 7) as public streets and forward to City Council with a recommendation to

approve. The motion was seconded by Councilmember DeCampi and **passed** by a voice vote of 4-0.

Note: One Bill, as recommended by the Planning & Public Works Committee, will be needed for the January 18, 2022 City Council Meeting. See Bill #

[Please see the attached report prepared by Jim Eckrich, Director of Public Works/City Engineer, for additional information on Public Street Acceptance: Fienup Farms-Plats 2 and 7.]

IV. OTHER

V. ADJOURNMENT

The meeting adjourned at 6:22 p.m.

BILL NO. 3376

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN EXISTING “NU”—NON-URBAN DISTRICT TO A NEW “PC”—PLANNED COMMERCIAL DISTRICT FOR A 1.006-ACRE TRACT OF LAND LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF CLARKSON ROAD AND WILSON AVENUE. (P.Z. 09-2021 2272 Clarkson Road {SMS Group, LLC} 20T520406).

WHEREAS, the petitioner, SMS Group, LLC., has requested a rezoning to establish new development criteria for a 1.006-acre tract of land located at the southwest corner of the intersection of Clarkson Road and Wilson Avenue; and,

WHEREAS, a Public Hearing was held before the Planning Commission on October 11, 2021; and,

WHEREAS, the Planning Commission, having considered said request, recommended approval of the rezoning; and,

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

WHEREAS, the City Council, having considered said request voted to approve the rezoning request.

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

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a new “PC”—Planned Commercial District designation for a 1.006-acre tract of land located at the southwest corner of the intersection of Clarkson Road and Wilson Avenue and as described as follows:

A tract of land in the North ½ of Section 21, Township 45 North, Range 4 east, and being more particularly described as follows:

Beginning at a point in the west right-of-way line of Clarkson Road on an offset of 72 feet perpendicular to the centerline of Clarkson Road (Hwy. 340)

at Station 132+00: thence south 24 degrees, 59 minutes, 08 seconds west a distance of 209.28 feet to a point, said point being on a 62-foot offset from the centerline of Clarkson Road at station 130+00; thence continuing in a southwesterly direction along the west right-of-way line of Clarkson Road on a curve to the left with a radius of 1517.69 feet and an arc length of 113.66 feet, also on a chord bearing south 21 degrees, 38 minutes, 34 seconds west a chord distance of 113.63 feet to a point on the centerline of Wilson (40'W) Road, now vacated; Thence along the centerline of the aforementioned Wilson Road north 00 degrees, 12 minutes, 40 seconds east a distance of 520.24 feet to a point; Thence south 89 degrees, 47 minutes, 20 seconds east a distance of 20.00 feet to a point on the east right of way of the now vacated Wilson Road right of way; Thence leaving the east right-of-way of the former Wilson Road right-of-way and continuing along the south line of property conveyed to Buchholz Mortuaries, Inc. Amo Corp by Deed Book 9743, Page 810 of the St. Louis County records south 44 degrees, 29 minutes, 13 seconds east a distance of 218.87 feet to a point on the west right-of-way line of Clarkson Road, said point is on a 72-foot perpendicular offset from the centerline of Clarkson Road; thence continuing along the west line of Clarkson Road on a curve to the left with a radius of 1527.69 feet and an arc length of 82.13 feet, also on a chord bearing at south 33 degrees, 12 minutes, 40 seconds west a chord distance of 82.12 feet to the point of beginning and containing 43,833 square feet or 1.006 acres more or less and subject to deeds, easements, and restrictions of record.

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

Section 3. The City Council, pursuant to the petition filed by SMS Group, LLC. in P.Z. 09-2021, requesting the rezoning 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 11th day of October, 2021, 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 _____, 2022

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 01/03/2022

ATTACHMENT A

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

I. SPECIFIC CRITERIA

A. PERMITTED USES

1. The uses allowed in this “PC”—Planned Commercial District shall be:
 - a. Animal Grooming
 - b. Barber or Beauty Shop
 - c. Financial Institution—No Drive-Through
 - d. Office—Dental
 - e. Office—General
 - f. Office—Medical
 - g. Retail—Community
 - h. Retail—Neighborhood
 - i. Veterinary Clinic
2. Hours of Operation.
 - a. Uses “g” and “h” listed above are considered retail uses and retail sales, with respect to those uses, will be subject to hours of operation from 6:00 AM to 11:00 PM. Hours of operation for said uses may be expanded for Thanksgiving Day and the day after Thanksgiving upon review and approval of a Special Activities Permit, signed by the property owner and submitted to the City of Chesterfield at least seven (7) business days in advance of said holiday.
3. Telecommunication siting permits may be issued for wireless telecommunications facilities per the requirements of the City Code.

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

1. Floor Area
 - a. Total building floor area shall not exceed 7,300 square feet.
2. Height
 - a. The maximum height of the building, exclusive of roof screening, shall not exceed twenty (20) feet.
3. Building Requirements
 - a. A minimum of 35% open space is required for each lot within this development.

C. SETBACKS

1. Structure Setbacks

No building or structure, other than: a freestanding project identification sign, light standards, or flag poles will be located within the following setbacks:

 - a. Thirty (30) feet from the right-of-way containing Clarkson Road on the southeastern boundary of the Planned Commercial (“PC”) District.
 - b. Twenty (20) feet from the western boundary of the “PC” District.
 - c. Ten (10) feet from the northern boundary of the “PC” District.
2. Parking Setbacks

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

 - a. Thirty (30) feet from the right-of-way containing Clarkson Road on the southeastern boundary of the Planned Commercial (“PC”) District.
 - b. Twenty (20) feet from the western boundary of the “PC” District.
 - c. Ten (10) feet from the northern boundary of the “PC” District.

D. PARKING AND LOADING REQUIREMENTS

1. Parking and loading spaces for this development will be as required in the City of Chesterfield Code.
2. Parking lots shall not be used as streets.

3. No construction related parking shall be permitted within right of way or on any existing roadways. All construction related parking shall be confined to the development.

E. LANDSCAPE AND TREE REQUIREMENTS

1. The development shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Code.
2. A twenty-foot (20') landscape buffer shall be provided along the western border of this Planned Commercial District.
3. A thirty-foot (30') landscape buffer shall be provided along the right of way of Clarkson Road.

F. SIGN REQUIREMENTS

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code or a Sign Package may be submitted for the planned district. Sign Packages shall adhere to the City Code and are reviewed and approved by the City of Chesterfield Planning Commission.
2. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the City of Chesterfield, and/or the St. Louis County Department of Highways and Traffic (or MoDOT), for sight distance considerations prior to installation or construction.

G. LIGHT REQUIREMENTS

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

H. ARCHITECTURAL

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

I. ACCESS/ACCESS MANAGEMENT

1. Access to the development shall be as shown on the Preliminary Site Plan and adequate sight distance shall be provided, as directed by the City of Chesterfield, the Missouri Department of Transportation and St. Louis County Department of Transportation, as applicable.
2. If adequate sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement and other off-site

improvements may be required to provide the required sight distance as required by the City of Chesterfield and the agency in control of the right of way off which the access is proposed.

3. No vehicular access shall be allowed to Clarkson Road.

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield and the agency in control of the right of way off of which the entrance is constructed. No gate installation will be permitted on public right of way.
2. If a gate is installed on a street in a development, the streets within the development or that portion of the development that is gated shall be private and remain private forever.
3. Provide street connections to the adjoining properties as directed by the City of Chesterfield. Stub street signage, in conformance with Section 405.04.090 of the Unified Development Code of the City of Chesterfield, shall be posted within 30 days of the street pavement being placed
4. Provide a 5 foot wide sidewalk, conforming to ADA standards, along Clarkson Road. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects. The sidewalk may be located within right-of-way controlled by another agency, if permitted by that agency or on private property within a 6 foot wide sidewalk, maintenance and utility easement dedicated to the City of Chesterfield.
5. Obtain approvals from the City of Chesterfield and the Missouri Department of Transportation and other entities as necessary for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
6. Additional right-of-way and road improvements shall be provided, as required by the Missouri Department of Transportation and the City of Chesterfield.
7. Any work within MoDOT's right of way will require a MoDOT permit.
8. All proposed work in MoDOT right of way must comply with MoDOT standards, specifications, conform to MoDOT's Access Management Guidelines with detailed construction plans being received and approved by MoDOT.
9. The Missouri Department of Transportation has not approved this development proposal and its impacts to our roads and right-of-way. The developer should comply with all requirements of MoDOT.

10. All sidewalk and pedestrian facilities within MoDOT right of way must meet the ADA Standards.
11. Any utility work on MoDOT right of way will require a separate MoDOT permit.

K. TRAFFIC STUDY

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

L. POWER OF REVIEW

The development shall adhere to the Power of Review Requirements of the City of Chesterfield Code.

M. STORM WATER

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or an adequate piped system.
2. Detention/retention and channel protection measures are to be provided in each watershed as required by the City of Chesterfield and the Metropolitan St. Louis Sewer District. The storm water management facilities shall be operational prior to paving of any driveways or parking areas in non-residential developments or issuance of building permits exceeding sixty percent (60%) of the approved dwelling units in each plat, watershed or phase of residential developments. The location and types of storm water management facilities shall be identified on all Site Development Plans.
3. Emergency overflow drainage ways to accommodate runoff from the 100-year storm event shall be provided for all storm sewers, as directed by the City of Chesterfield.
4. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed

5. Locations of site features such as lakes and detention ponds must be approved by the City of Chesterfield and the Metropolitan Saint Louis Sewer District.
6. Formal MSD review, approval, and permits are required.
7. Public sanitary sewers must be extended to serve this lot.
8. Offsite easements may be required.
9. Easements may be required to allow for future public sewer extensions to adjacent tracts.
10. The project is in the Caulks Creek Service area and is subject to the Caulks Creek Surcharge.
11. Post-construction BMP's will be required for disturbed area of one acre or greater.
12. The site is considered new development; if BMPs are required, volume reducing BMPs will be required.
13. Flood protection volume may be required based on site differential. Channel protection volume will be required for this project if flood protection volume is required.
14. Offsite drainage areas should be routed around the detention basin.
15. New encroachments will not be allowed.
16. MSD may require approval from the City of Chesterfield prior to issuing plan approval.

N. SANITARY SEWER

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

O. GEOTECHNICAL REPORT

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

compliance, signed and sealed by the geotechnical engineer preparing the report, shall be included on all Site Development Plans and Improvement Plans.

P. MISCELLANEOUS

1. Public art shall be provided as shown on the Preliminary Development Plan.
2. All utilities will be installed underground.
3. An opportunity for recycling will be provided. All provisions of Chapter 25, Article VII, and Section 25-122 thru Section 25-126 of the City Code shall be required where applicable.
4. Prior to record plat approval, the developer shall cause, at his expense and prior to the recording of any plat, the reestablishment, restoration or appropriate witnessing of all Corners of the United States Public Land Survey located within, or which define or lie upon, the out boundaries of the subject tract in accordance with the Missouri Minimum Standards relating to the preservation and maintenance of the United States Public Land Survey Corners, as necessary.

II. GENERAL CRITERIA

A. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

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

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

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

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

III. TRUST FUND CONTRIBUTION

The developer shall be required to contribute a Traffic Generation Assessment (TGA) to the Chesterfield Village Road Trust Fund (No. 554). Traffic generation assessment contributions shall be deposited with St. Louis County prior to the issuance of building permits. If development phasing is anticipated, the developer shall provide the Traffic Generation Assessment contribution prior to the issuance of building permits for each phase of development. Funds shall be payable to Treasurer, Saint Louis County.

A. ROADS

This TGA contribution shall not exceed an amount established by multiplying the required parking spaces by the following rate schedule:

<u>Type of Development</u>	<u>Required Contribution</u>
General Office	\$777.11/parking space
General Retail	\$2,331.45/parking space
Medical Office	\$2,331.45/parking space
Loading Space	\$3,815.12/parking space

(Parking spaces as required by the City of Chesterfield Code.)

If types of development differ from those listed, St. Louis County Department of Highways and Traffic will provide rates.

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

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

As this development is located within a trust fund area established by Saint Louis County, any portion of the traffic generation assessment contribution which

remains following completion of road improvements required by the development shall be retained in the appropriate trust fund.

Traffic Generation Assessment contributions shall be deposited with Saint Louis County Department of Transportation. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by Saint Louis County Department of Transportation or prior to the issuance of building permits in the case where no Special Use Permit is required.

The amount of all required contributions, if not submitted by January 1, 2022, shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the Saint Louis County Department of Transportation.

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

IV. RECORDING

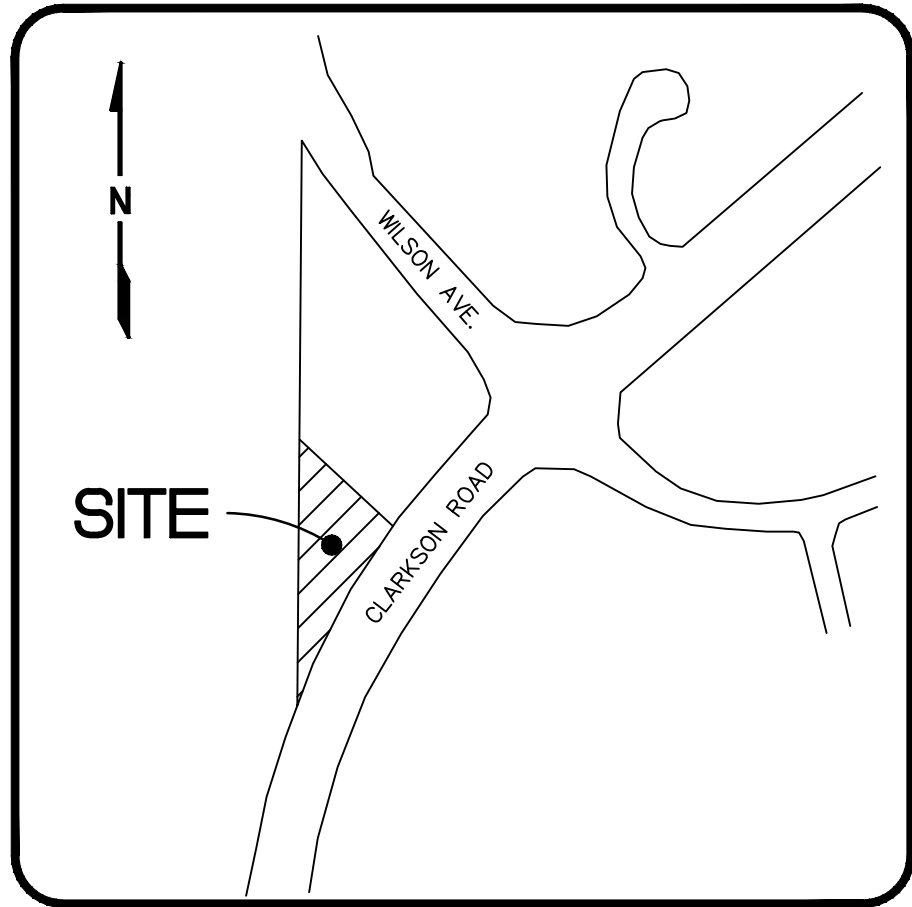
Within sixty (60) days of approval of any development plan by the City of Chesterfield, the approved Plan will be recorded with the St. Louis County Recorder of Deeds. Failure to do so will result in the expiration of approval of said plan and require re-approval of a plan by the Planning Commission.

V. ENFORCEMENT

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

LEGEND

DESCRIPTION	SYMBOL
EXISTING MAJOR CONTOUR	—500—
EXISTING MINOR CONTOUR	—502—
PROPOSED MAJOR CONTOUR	—504—
PROPOSED MINOR CONTOUR	—502—
PROPOSED SPOT ELEVATION	+502.00
EXISTING SANITARY SEWER	---●---
EXISTING STORM SEWER	---□---
PROPOSED SANITARY SEWER	—●—
PROPOSED STORM SEWER	—■—
EXISTING WATERLINE	—W—
EXISTING FIRE HYDRANT	⦿
EXISTING GAS LINE	—G—
EXISTING OVERHEAD UTILITY	—OE—
USE IN PLACE	(U.I.P.)
ADJUST TO GRADE	(A.T.G.)
TO BE REMOVED	(T.B.R.)
TO BE REMOVED AND REPLACED	(T.B.R.&R.)
TO BE REMOVED AND RELOCATED	(T.B.R.&REL.)



LOCATION MAP

N.T.S.

PRELIMINARY DEVELOPMENT PLAN

2272 CLARKSON ROAD

CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

PROPERTY DATA

LOCATOR NO. : 201520103
ADDRESS : 2272 CLARKSON ROAD
CHESTERFIELD, MO 63017
OWNER : SMS GROUP, LLC
AREA OF TRACT : 43,833 S.F. = 1.01 Ac.±
PRESENT ZONING : NU - NON URBAN
PROPOSED ZONING : PG - PLANNED COMMERCIAL
PRESENT USAGE : VACANT
PROPOSED USAGE : OFFICE BUILDING
SCHOOL DISTRICT : ROCKWOOD
FIRE DISTRICT : MONARCH
WATERSHED(S) : MISSOURI RIVER
FIRM PANEL : 29189C0164K
UTILITIES : MISSOURI-AMERICAN WATER CO.
METRO, ST. LOUIS SEWER DIST.
LACLEDE GAS COMPANY
AT&T TELEPHONE COMPANY
AMEREN UE

SETBACK REQUIREMENTS

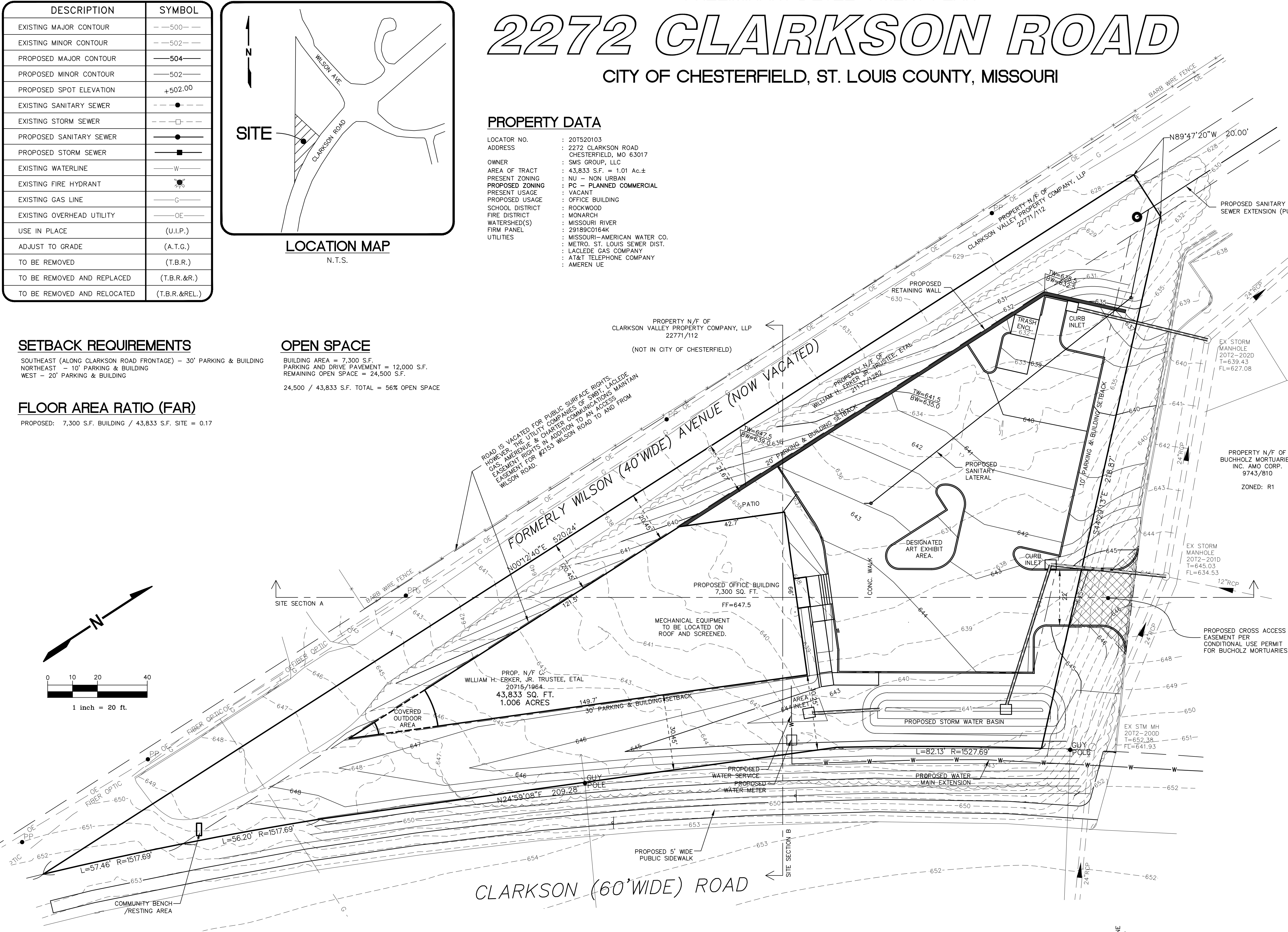
SOUTHEAST (ALONG CLARKSON ROAD FRONTAGE) - 30' PARKING & BUILDING
NORTHEAST - 10' PARKING & BUILDING
WEST - 20' PARKING & BUILDING

OPEN SPACE

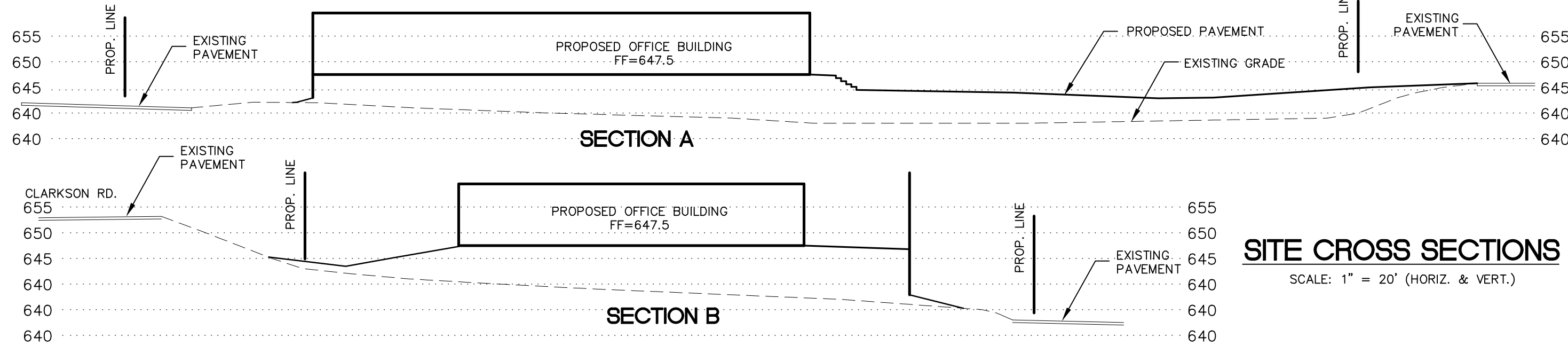
BUILDING AREA = 7,300 S.F.
PARKING AND DRIVE PAVEMENT = 12,000 S.F.
REMAINING OPEN SPACE = 24,500 S.F.
24,500 / 43,833 S.F. TOTAL = 56% OPEN SPACE

FLOOR AREA RATIO (FAR)

PROPOSED: 7,300 S.F. BUILDING / 43,833 S.F. SITE = 0.17



CLARKSON (60' WIDE) ROAD



SITE CROSS SECTIONS

SCALE: 1" = 20' (HORIZ. & VERT.)

PROPERTY LEGAL DESCRIPTION

A TRACT OF LAND IN THE NORTH HALF OF SECTION 21, TOWNSHIP 45 NORTH, RANGE 4 EAST, IN THE COUNTY OF ST. LOUIS, MISSOURI, AS DESCRIBED IN DEED RECORDED IN DEED BOOK 20715 PAGE 1964 AND DEED RECORDED IN DEED BOOK 21137 PAGE 1282, AND BEING FURTHER DESCRIBED AS: BEGINNING AT THE SOUTHERNMOST CORNER OF PROPERTY CONVEYED TO BUCHHOLZ MORTUARIES INC. IN DEED BOOK 9743 PAGE 810 OF THE ST. LOUIS COUNTY RECORDS; THENCE NORTH 44 DEGREES 29 MINUTES 13 SECONDS WEST 218.87 FEET TO A POINT; THENCE NORTH 89 DEGREES 47 MINUTES 20 SECONDS WEST 20.00 FEET TO A POINT; THENCE SOUTH 0 DEGREES 12 MINUTES 40 SECONDS WEST 520.24 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1517.69 FEET AND A LENGTH OF 113.66 FEET (CHORD BEARING NORTH 21 DEGREES 38 MINUTES 34 SECONDS EAST 113.63 FEET) TO A POINT; THENCE NORTH 24 DEGREES 59 MINUTES 08 SECONDS EAST 209.28 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1527.69 FEET AND A LENGTH OF 82.13 FEET (CHORD BEARING NORTH 33 DEGREES 12 MINUTES 40 SECONDS EAST 82.12 FEET) TO THE POINT OF BEGINNING.

SMS GROUP, LLC, THE OWNER(S) OF THE PROPERTY SHOWN ON THIS PLAN FOR AND IN CONSIDERATION OF BEING GRANTED APPROVAL OF SAID PLAN TO DEVELOP PROPERTY UNDER THE PROVISIONS OF SECTION 03 OF CITY OF CHESTERFIELD UNIFIED DEVELOPMENT CODE, DO HEREBY AGREE AND DECLARE THAT SAID PROPERTY FROM THE DATE OF RECORDING THIS PLAN SHALL BE DEVELOPED ONLY AS SHOWN THEREON, UNLESS SAID PLAN IS AMENDED BY THE CITY OF CHESTERFIELD, OR VOIDED OR VACATED BY ORDER OF ORDINANCE OF THE CITY OF CHESTERFIELD COUNCIL.

SEAN M SORTOR
STATE OF MISSOURI }
COUNTY OF ST. LOUIS } SS.

ON THIS DAY OF A.D. 20 BEFORE ME PERSONALLY APPEARED SEAN M. SORTOR, TO ME KNOWN, WHO, BEING BY ME SWORN IN, DID SAY THAT HE IS THE MANAGING MEMBER OF SMS GROUP, LLC, A LIMITED LIABILITY CORPORATION IN THE STATE OF AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENTS IS THE CORPORATE SEAL OF SAID CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID LIMITED LIABILITY CORPORATION BY AUTHORITY OF ITS MEMBERS, AND THE SAID SEAN M. SORTOR ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID LIMITED LIABILITY CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL AT MY OFFICE IN ST. LOUIS COUNTY, MISSOURI, THE DAY AND YEAR LAST ABOVE WRITTEN.

MY TERM EXPIRES

(NOTARY PUBLIC)

THIS SITE DEVELOPMENT PLAN WAS APPROVED BY THE CITY OF CHESTERFIELD PLANNING COMMISSION AND DULY VERIFIED ON THE DAY OF 20 BY THE CHAIRPERSON OF SAID COMMISSION, AUTHORIZING THE RECORDING OF THIS SITE DEVELOPMENT PLAN PURSUANT TO CHESTERFIELD ORDINANCE NUMBER 200, AS ATTESTED TO BY THE DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES AND THE CITY CLERK.

JUSTIN WYSE, AICP
DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES
CITY OF CHESTERFIELD, MISSOURI

VICKIE HASS,
CITY CLERK
CITY OF CHESTERFIELD, MISSOURI

THIS PLAN WAS PREPARED USING RECORD/AVAILABLE SURVEYS, PROPERTY DESCRIPTIONS, TOPOGRAPHIC INFORMATION, UTILITY MAPS/MARKINGS, AERIAL PHOTOS, ETC. AS SUCH, THE DESIGN OF IMPROVEMENTS SHOWN HEREON IS TO BE CONSIDERED STRICTLY PRELIMINARY AND SUBJECT TO REVISION AS A RESULT OF ACTUAL BOUNDARY SURVEYS, FINAL ENGINEERING DESIGN AND AGENCY(S) REVIEW/APPROVAL.

I HEREBY CERTIFY THAT I HAVE PREPARED OR DIRECTED THE PREPARATION OF THIS PLAN BASED ON THIS INFORMATION. IT IS TO BE CONSIDERED STRICTLY PRELIMINARY, AND IS NOT TO BE USED FOR CONSTRUCTION.

10/27/21
MICHAEL CLAY VANCE, PE
E-25616
VANCE ENGINEERING, INC. AUTHORITY NO. 2003022194



SMS Group LLC
1717 Wilson Avenue
Chesterfield, MO 63005

Vance Engineering, Inc.
10537 Lackland Road
St. Louis, MO 63114
P: 314.427.1800



VANCE ENGINEERING, INC.
MISSOURI STATE CERTIFICATE OF AUTHORITY NO. 2003022194

2272 CLARKSON ROAD

PRELIMINARY DEVELOPMENT PLAN

PRELIMINARY

MICHAEL CLAY VANCE, P.E.
ENGINEER LIC E-25616

REVISED
8/26/21 CITY COMMTS
9/14/21 OMIT MON SIGN
10/27/21 "PRELIMINARY"

21017

07/28/21

1/1

COPYRIGHT 2021



- The basis of the bearing system is the right-of-way line of vacated Wilson (40' W.) Avenue per Deed Book 20715, Page 164. Said bearing is north 00 degrees, 12 minutes, 40 seconds east.
- 2) This is an urban survey.
- 3) () denotes record information.
- 4) Title Commitment provided is per First American Title Insurance Company with a commitment date of December 21, 2020 and a commitment number of 210066. See Schedule "B", Section II for the following survey related items:

Item 12) Terms and provisions of Access Easement, according to instrument recorded in Book 21137 Page 1282.

This document contains the ordinance which vacated the portion of Wilson road adjacent to the subject site. Also this document creates easement in the same area for utilities and access for the property owner at #2153 Wilson Road. The utilities with easement rights include Southwestern Bell Telephone, AmerenUE, Charter Communications, and Laclede gas Company.

Item 15) easements granted to Union Electric Company, according to instruments recorded in Book 1095 Page 381, Book 3307 Page 93, and Book 6324 Page 2336.

The easement in Book 1095 Page 381 may affect this site on the southern end but appears to have been reserved for transmission lines that were built farther south, and therefore may be considered extinguished for non use.

The easement in Book 3307 Page 93 also appear to be for the electric transmission lines built farther to the south of this tract.

The easement in Book 6324 Page 2336 also appear to be for the electric transmission lines built farther to the south of this tract

Item 16) Easement to St. Louis County Water Company, according to instrument recorded in Book 5808 Page 394.

Does not appear to affect this tract

Easement for right of way for relocated state highway 340 (Clarkson Road) to state of Missouri, acting by and through the Missouri Highway and Transportation Commission, according to instrument recorded in Book 8625 Page 577.

This easement is shown as the right of way for this tract for Clarkson Road.

9) The underground utilities shown herein were plotted from available information and do not necessarily reflect the actual existence, nonexistence, size, type, number, or location of these or other utilities. The general contractor shall be responsible for verifying the actual location of all underground utilities, shown or not shown, and said utilities shall be located in the field prior to any grading, excavation, or construction of improvements. These provisions shall in no way absolve any party from complying with the Underground Facility Safety and Damage Prevention Act, Chapter 319, RSMo.

5) St. Louis County Benchmark referenced:

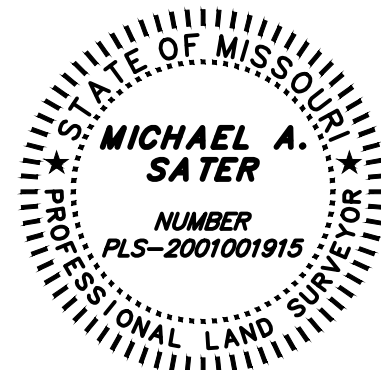
12334 NAVD88(SLC2011a) Elev = 653.22 FtU

Cut triangle on the west side of the concrete base of traffic signal mast in the east quadrant of the intersection of Clarkson Road with Clarkson Woods Drive to the southeast and with Wilson road from the Northwest. The traffic signal base is situated in the tree lawn east of the curb rounding between Clarkson Woods Drive and Clarkson Road, and north of the sidewalk at handicap curb ramp.

EASEMENT PER 1095/381 MAY AFFECT THIS AREA BUT WAS WRITTEN FOR ELECTRIC TRANSMISSION LINES WITH "H" FRAME CONSTRUCTION. ELECTRIC TRANSMISSION LINES ARE BUILT FARTHER SOUTH FROM THIS TRACT. THIS EASEMENT MAY BE EXTINGUISHED FOR NON USE IF THE LOCATION FARTHER SOUTH WAS USED AS AN ALTERNATE LOCATION IN 1930.

SURVEYOR'S STATEMENT

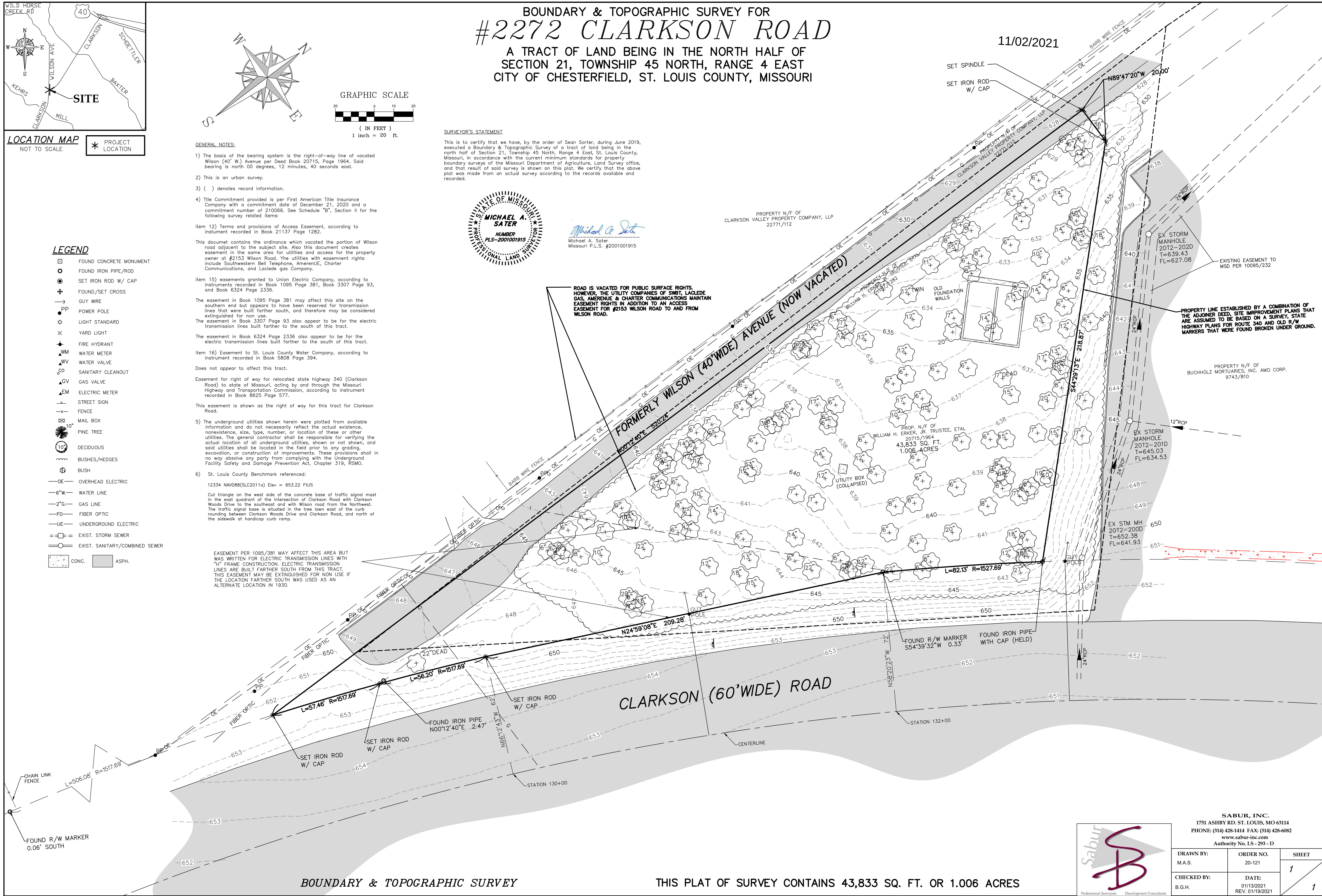
This is to certify that we have, by the order of Sean Sorter, during June 2019 executed a Boundary & Topographic Survey of a tract of land being in the north half of Section 21, Township 45 North, Range 4 East, St. Louis County, Missouri, in accordance with the current minimum standards for property boundary surveys of the Missouri Department of Agriculture, Land Survey Office, and that result of said survey is shown on this plat. We certify that the above plat was made from an actual survey according to the records available and recorded.



Michael A. Sater
Missouri P.L.S. #2001001915

PROPERTY N/F OF
CLARKSON VALLEY PROPERTY COMPANY, LLP
22771/112

ROAD IS VACATED FOR PUBLIC SURFACE RIGHTS. HOWEVER, THE UTILITY COMPANIES OF SWBT, LACLEDE GAS, AMERENUE & CHARTER COMMUNICATIONS MAINTAIN EASEMENT RIGHTS IN ADDITION TO AN ACCESS EASEMENT FOR #2153 WILSON ROAD TO AND FROM WILSON ROAD.



BOUNDARY & TOPOGRAPHIC SURVEY

THIS PLAT OF SURVEY CONTAINS 43,833 SQ. FT. OR 1.006 ACRES

SABUR, INC

1751 ASHBY RD. ST. LOUIS, MO 63114

PHONE: (314) 428-1414 FAX: (314) 428-6083

www.sabur-inc.com

Authority No. LS - 293 -

DRAWN BY:
MAS

TABLE 1

CHECKED BY:
B.G.H.

ORDER NO
20-121

1000

DATE:
01/13/2021

SHEET

1

11/02/2021

Trees worth noting due to their size but do not meet the criteria of a Monarch Tree. No Monarch Trees are present in this stand.

Tree #	Species	Common Name	DBH	Condition Rating	Monarch Tree	Notes
1	<i>Juglans nigra</i>	black walnut	24"	Poor	No	Due to condition, not worth preserving. Dead/decay parts
2	<i>Quercus imbricaria</i>	oak, shingle	25"	Poor	No	Moderate <i>Hypoxylon</i> canker - not worth preserving
3	<i>Celtis occidentalis</i>	common hackberry	21"	Fair	No	Codominant stems with included bark

Stand Observations/Comments:

Four plots were selected at random to measure stand basal area using a 10BAF prism. The average basal area of this stand is 90 and, according to a hardwood stocking chart, is considered "fully-stocked" at roughly 200 trees/acre. However, this data may be skewed due to the overwhelming presence of Amur honeysuckle (*Lonicera maackii*) which is densely distributed throughout the entire stand's understory.

This approximate 1-acre stand is well-stocked with a diverse number of native hardwoods. The black walnut size class was 8-16", the red elm size class was 14-18", and hackberry was present in all generations of the stand. The SE portion of the stand had wetter soils where there were some American sycamore and sugar maple present. The eastern edge, along Clarkson Road, had the largest trees in the stand, none meeting the criteria of "Monarch Tree".

Overstory Composition Black walnut, red elm, hackberry, and white ash. Red oak species along the edges.

Midstory Composition Red elm, hackberry, black walnut, black cherry, persimmon, red maple, and sugar maple. Red oak species and sassafras along the eastern edge.

Understory Composition Limited regeneration: Hackberry and Amur honeysuckle

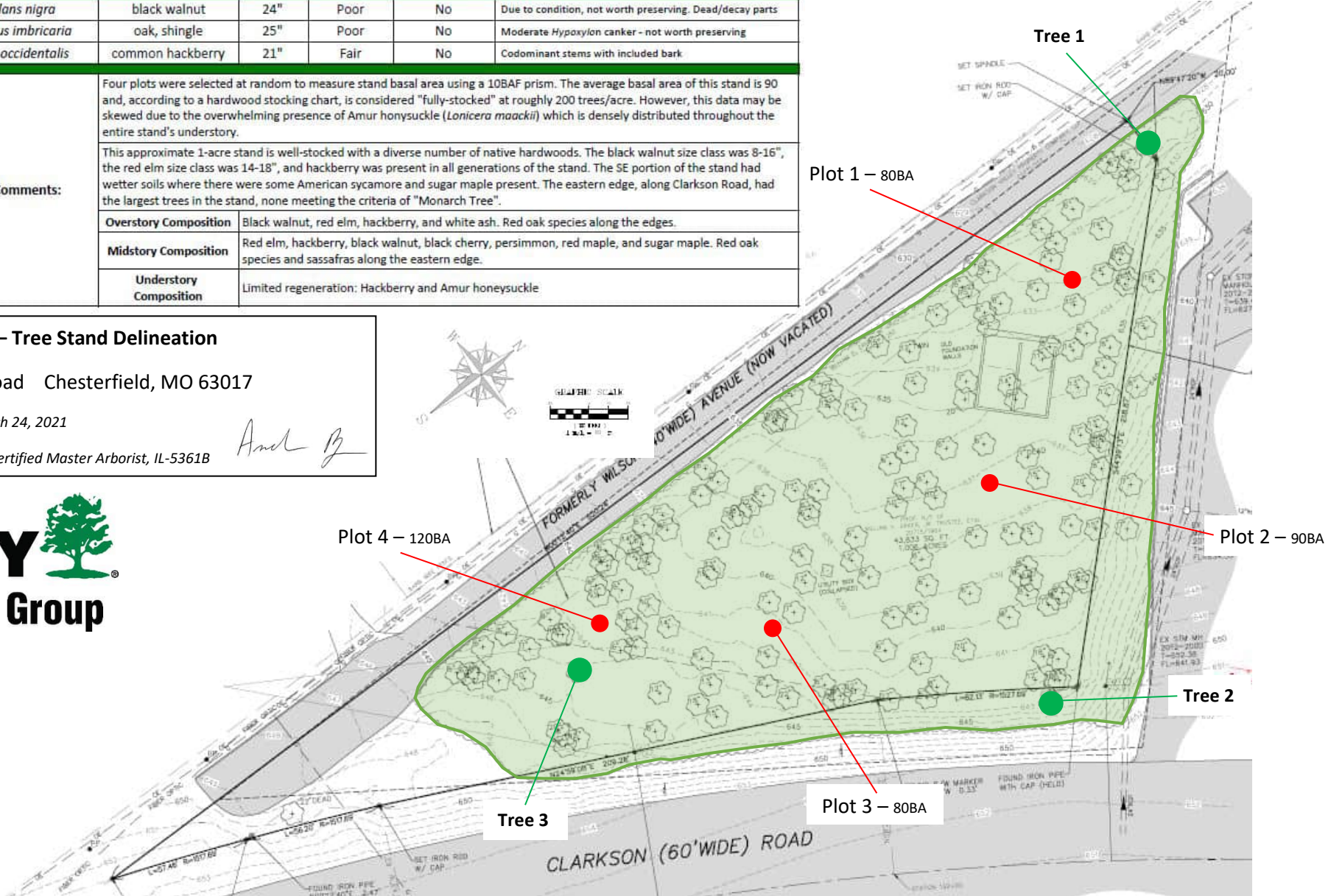
SMS Group, LLC – Tree Stand Delineation

2272 Clarkson Road Chesterfield, MO 63017

Data Collected on March 24, 2021

Andy Berg, ISA Board Certified Master Arborist, IL-5361B

Andy Berg



Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator
From: Justin Wyse, Director of Planning *JW*
Date: January 18, 2022



RE: P.Z. 14-2020 84 Lumber (17519 Chesterfield Airport Road):
An ordinance amendment to modify development criteria contained in City of Chesterfield Ordinance 2575 which established a “PC” Planned Commercial District on a 7.42-acre tract of land located at 17519 Chesterfield Airport Road (17U510073).

Summary

Doster Ullom & Boyle, LLC. has submitted a request for an Ordinance Amendment, on behalf of MASE, LLC., to modify the development criteria for a tract of land located along Chesterfield Airport Road, east of its intersection with Long Road and south of Interstate 64. Changes are being requested to accommodate redevelopment of the site to feature a total of 60,000 square foot building space for expansion of operations. These changes include increasing the total allowable square footage for buildings, modifying conditional language pertaining to vehicular access from Chesterfield Airport Road and removing setback requirements for stormwater detention areas.

A Public Hearing was held on August 23, 2021, where the City of Chesterfield Planning Commission raised four (4) issues regarding screening of damaged vehicles, permitted uses, updating current ordinance language and access onto Arnage Road.

Each of these issues were then addressed by the applicant and on December 13, 2021, the Planning Commission approved this petition by a vote of 8 to 1, with the modification that the following permitted uses be removed from the request:

- Art Gallery
- Art Studio
- Commercial Service Facility
- Film Drop Off and Pick Up Stations
- Film Processing Plant
- Office-Dental
- Parking Area (Stand-Alone), Including Garages, for Automobiles. Not including sales or storage of damaged vehicles for more than 72 hours.
- Tackle and Bait Shop

On January 06, 2022, the petition was brought before the Planning & Public Works Committee. A motion was made to approve with a condition to be added to ensure the adequacy of screening for outdoor storage areas on the site (modification attached as a Greensheet Amendment). The motion passed by a vote of 4-0.

Attachments: Greensheet Amendment
Legislation
Draft Attachment A
Preliminary Development Plan



Figure 1: Subject Site Aerial

GREEN SHEET AMENDMENTS

The Planning and Public Works Committee recommended that the following change be made to the Attachment A by a vote of 4-0:

AMENDMENT 1: (Red-line Page 2 of 15)

Section I. Specific Criteria, B

Add the following language:

4. Outdoor Storage

- a. Outdoor storage areas shall be depicted on the Site Development Plan with screening to include berming, landscaping, fencing, or other methods as approved by the City of Chesterfield. Section profiles may be required to verify the adequacy of proposed screening.

BILL NO. 3377

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 2575 OF THE CITY OF CHESTERFIELD TO MODIFY DEVELOPMENT CRITERIA CONTAINED IN ORDINANCE 2575 TO ESTABLISH A NEW “PC” PLANNED COMMERCIAL DISTRICT ON A 7.42-ACRE TRACT OF LAND AT 17519 CHESTERFIELD AIRPORT ROAD, LOCATED SOUTH OF HIGHWAY 40/61 INTERSTATE 64. (P.Z. 14-2020 84 LUMBER 17U510073).

WHEREAS, the petitioner, Doster Ullom & Boyle, LLC, has requested an Ordinance Amendment to modify the development criteria for a tract of land located along Chesterfield Airport Road, east of its intersection with Long Road and south of Interstate 64; and,

WHEREAS, a Public Hearing was held before the Planning Commission on August 23, 2021; and,

WHEREAS, the Planning Commission on December 13, 2021, having considered said request, recommended approval with the condition that specific permitted uses be removed from the request; and,

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the ordinance amendment as amended by the Planning Commission; and,

WHEREAS, the City Council, having considered said request, voted to approve the ordinance amendment request.

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

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a new “PC” Planned Commercial District for a 7.42-acre tract of land located at 17519 Chesterfield Airport Road and as described as follows:

A TRACT OF LAND BEING ALL OF LOT 1 OF 84 LUMBER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 339 PAGE 80 OF THE ST. LOUIS COUNTY LAND RECORDS OFFICE IN CLAYTON, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE NORTHWEST CORNER OF LOT 1 OF 84 LUMBER SUBDIVISION BEING ON THE SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 64, U.S. HIGHWAY 40-61 (VARIABLE WIDTH), FROM WHICH A FOUND 1/2" IRON PIPE BEARS NORTH 84 DEGREES 09 MINUTES 41 SECONDS WEST 0.16 FEET; THENCE ALONG THE SOUTHERN RIGHT OF WAY LINE OF THE AFORESAID INTERSTATE, SOUTH 84 DEGREES 06 MINUTES 36 SECONDS EAST A DISTANCE OF 458.79 FEET TO A FOUND 1/2" REBAR; THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 00 DEGREES 48 MINUTES 46 SECONDS WEST A DISTANCE OF 641.98 FEET TO A POINT FROM WHICH A FOUND 1/2" IRON PIPE BEARS NORTH 77 DEGREES 19 MINUTES WEST 0.21 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 44 SECONDS WEST A DISTANCE OF 407.09 FEET TO A FOUND 1/2" REBAR; THENCE SOUTH 00 DEGREES 48 MINUTES 46 SECONDS WEST A DISTANCE OF 367.38 FEET TO A SET 1/2" X 18" REBAR WITH CAP STAMPED "MARLER 347-D" BEING ON THE NORTHERN RIGHT OF WAY LINE OF CHESTERFIELD AIRPORT ROAD (100' WIDE); THENCE ALONG THE NORTHERN RIGHT OF WAY LINE OF CHESTERFIELD AIRPORT ROAD, SOUTH 89 DEGREES 35 MINUTES 44 SECONDS WEST A DISTANCE OF 50.01 FEET TO A POINT FROM WHICH A FOUND 1/2" IRON PIPE BEARS NORTH 85 DEGREES 40 MINUTES WEST A DISTANCE OF 0.61 FEET; THENCE LEAVING SAID RIGHT OF WAY, NORTH 00 DEGREES 48 MINUTES 46 SECONDS EAST A DISTANCE OF 1059.68 FEET TO THE POINT OF BEGINNING CONTAINING 323,240 SQ. FT. OR 7.42 ACRES MORE OR LESS AS SURVEYED BY MARLER SURVEYING COMPANY INC. DURING SEPTEMBER 2019.

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

Section 3. The City Council, pursuant to the petition filed by Stock and Associates in P.Z. 14-2020, 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 23rd day of August, 2021, 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 _____, 2022

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 01/18/2022

ATTACHMENT A

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

I. SPECIFIC CRITERIA

A. PERMITTED USES

1. The uses allowed in this “PC”—Planned Commercial District shall be:
 - a. Automobile Dealership
 - b. Automotive Retail Supply
 - c. Car Wash
 - d. Car Wash, Self-Service
 - e. Motorcycle, RV, and Similar Motor Vehicles Dealership
 - f. Office—General
 - g. Office—Medical
 - h. Oil Change Facility
 - i. Professional and Technical Service Facility
 - j. Recreation Vehicle Dealership
 - k. Retail Sales Establishment—Community
 - l. Retail Sales Establishment—Neighborhood
 - m. Retail Sales Establishment—Regional
 - n. Vehicle Repair and Service Facility
2. Hours of Operation.
 - a. Uses “b”, “k”, “l”, and “m” listed above are considered retail uses and retail sales, with respect to those uses, will be subject to hours of operation from 6:00 AM to 11:00 PM. Hours of operation for said uses may be expanded for Thanksgiving Day and the day after Thanksgiving upon review and

approval of a Special Activities Permit, signed by the property owner and submitted to the City of Chesterfield at least seven (7) business days in advance of said holiday.

3. Telecommunication siting permits may be issued for wireless telecommunications facilities per the requirements of the City Code.

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

1. Floor Area

- a. Combined total building floor area for this PC District shall not exceed 60,000 square feet.

2. Height

- a. The maximum height of the building, exclusive of roof screening, shall not exceed thirty (30) feet or two (2) stories, whichever is less.

3. Building Requirements

- a. A minimum of thirty-five percent (35%) open space is required for this development.
- b. This development shall have a maximum F.A.R. of 0.55.

C. SETBACKS

1. Structure Setbacks

No building or structure, other than: a freestanding project identification sign, light standards, or flag poles will be located within the following setbacks:

- a. Three-hundred (300) feet from the right-of-way of Interstate 64 on the northern boundary of the "PC"—Planned Commercial District.
- b. Seventy (70) feet from the right-of-way of Arnage Road along the southern boundary of the PC District.
- c. Thirty (30) feet from the right-of-way of Chesterfield Airport Road along the southern boundary of the PC District.
- d. Sixty (60) feet from the eastern boundary of the PC District.
- e. Fifty-five (55) feet from the western boundary of the PC District.

2. Parking Setbacks

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

- a. Two-hundred ninety (290) feet from the right-of-way of Interstate 64 on the northern boundary of the “PC”—Planned Commercial District.
- b. Thirty (30) feet from the right-of-way of Arnage Road along the southern boundary of the PC District.
- c. Thirty (30) feet from the right-of-way of Chesterfield Airport Road along the southern boundary of the PC District.
- d. Thirty (30) feet from the eastern boundary of the PC District.
- e. Ten (10) feet from the western boundary of the PC District.

D. PARKING AND LOADING REQUIREMENTS

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

E. LANDSCAPE AND TREE REQUIREMENTS

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

F. SIGN REQUIREMENTS

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code or a Sign Package may be submitted for the planned district. Sign Packages shall adhere to the City Code and are reviewed and approved by the City of Chesterfield Planning Commission.
2. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the City of Chesterfield, and/or the St. Louis County Department of Transportation for sight distance considerations prior to installation or construction.

G. LIGHT REQUIREMENTS

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

H. ARCHITECTURAL

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

I. ACCESS/ACCESS MANAGEMENT

1. Access to the development shall be as shown on the Preliminary Site Plan and as directed by the City of Chesterfield, Missouri Department of Transportation, and St. Louis County. Arnage Road shall be extended to the west property line, as shown on the Preliminary Site Plan, prior to issuance of the Certificate of Occupancy.
2. The private access road to Chesterfield-Airport Road shall be removed at such time that Arnage Road connects to Caprice Drive.

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. The private road shall be improved to City roadway standards. A permanent private Access and Utility Easement must be granted to the surrounding properties from Arnage Road and from the property fronting the private road to the east.
2. Provide a five-foot (5') wide sidewalk conforming to ADA standards along the Arnage Road and Chesterfield-Airport Road frontages of the site, and provide a four-foot (4') wide sidewalk adjacent to the north-south private road. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects. The sidewalk may be located within right-of-way controlled by another agency, if permitted by that agency, or on private property within a six-foot (6') wide sidewalk, maintenance and utility easement dedicated to the City of Chesterfield.
3. Obtain approvals from the City of Chesterfield and the St. Louis County Department of Transportation for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
4. Additional right-of-way and road improvements shall be provided, as directed by City of Chesterfield, St. Louis County and Missouri Department of Transportation.

5. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield and St. Louis County. No gate installation will be permitted on public right-of-way.
6. If a gate is installed on a street in this development, the streets within the development, or that portion of the development that is gated, shall be private and remain private forever.

K. TRAFFIC STUDY

1. Provide a traffic study as directed by the City of Chesterfield and St. Louis County. The scope of the study shall include internal and external circulation and may be limited to site specific impacts, such as the need for additional lanes, entrance configuration, geometrics, sight distance, traffic signal modifications or other improvements required, as long as the density of the proposed development falls within the parameters of the City's traffic model. Should the density be other than the density assumed in the model, regional issues shall be addressed as directed by the City of Chesterfield.
2. Provide a sight distance evaluation report, as directed by City of Chesterfield and St. Louis County. If adequate sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to the vertical alignment, and/or other off-site improvements shall be required, as directed by the City of Chesterfield and/or St. Louis County.

L. POWER OF REVIEW

1. The development shall adhere to the Power of Review Requirements of the City of Chesterfield Code.

M. STORM WATER

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or an adequate piped system.
2. The Chesterfield Valley Master Storm Water Plan indicates a 10' flat bottom ditch along the north property line of this site and that drainage from this site is to be directed to the north to Pump Station #4 at Long Road and the North Outer Forty Road. The property owner is required to maintain the cross section and flowline of this channel across the portion that runs through this property.
3. Emergency overflow drainage ways to accommodate runoff from the 100-year storm event shall be provided for all storm sewers, as directed by the City of Chesterfield and Monarch Chesterfield Levee District.

4. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed.
5. The developer shall be responsible for construction of any required storm water improvements per the Chesterfield Valley Master Storm Water Plan, as applicable, and shall coordinate with the owners of the properties affected by construction of the required improvements. In the event that the ultimate required improvements cannot be constructed concurrently with this development, the developer shall provide interim drainage facilities and establish sufficient escrows as guarantee of future construction of the required improvements, including removal of interim facilities. Interim facilities shall be sized to handle runoff from the 100-year, 24-hour storm event as produced by the Master Storm Water Plan model. The interim facilities shall provide positive drainage and may include a temporary pump station, if necessary. Interim facilities shall be removed promptly after the permanent storm water improvements are constructed.
6. The developer may elect to propose alternate geometry, size and/or type of storm water improvements that are functionally equivalent to the required improvements per the Chesterfield Valley Master Storm Water Plan. Functional equivalence is said to be achieved when, as determined by the Public Works Director, the alternate proposal provides the same hydraulic function, connectivity, and system-wide benefits without adversely affecting any of the following: water surface profiles at any location outside the development; future capital expenditures; maintenance obligations; equipment needs; frequency of maintenance; and probability of malfunction. The City will consider, but is not obligated to accept, the developer's alternate plans. If the Public Works Director determines that the developer's proposal may be functionally equivalent to the Chesterfield Valley Master Storm Water Plan improvements, hydraulic routing calculations will be performed to make a final determination of functional equivalence. The Director will consider the developer's proposal, but is not obligated to have the hydraulic analysis performed if any of the other criteria regarding functional equivalence will not be met. The hydraulic routing calculations regarding functional equivalence may be performed by a consultant retained by the City of Chesterfield. The developer shall be responsible for all costs related to consideration of an alternate proposal, which shall include any costs related to work performed by the consultant.
7. The developer shall provide all necessary Chesterfield Valley Storm Water Easements to accommodate future construction of the Chesterfield Valley Master Storm Water Plan improvements, and depict any and all Chesterfield Valley Master Storm Water Plan improvements on the Site Development Plan(s) and Improvement Plans. Maintenance of the required storm water

improvements shall be the responsibility of the property owner unless otherwise noted.

8. All Chesterfield Valley Master Storm Water Plan improvements, as applicable, shall be operational prior to the paving of any driveways or parking areas unless otherwise approved.
9. Jurisdictional wetlands have been identified on this site. The mitigation for the wetlands has been addressed under the Chesterfield Valley Mitigation Bank Program; therefore, the developer shall reimburse the Program for the mitigation provided for this site. There are 5.26 acres of wetlands delineated on this site, which require a total of 5.26 acres of mitigation credit. The total mitigation amount paid by the City for this property was \$131,507. A partial reimbursement payment of \$50,624 was made to the City in 1996. Prior to approval of a grading permit, improvement plans, or issuance of a building permit, the developer is required to pay the remaining balance of \$80,883 to the City of Chesterfield as the site's proportionate share of the cost of establishment of the mitigation area.
10. Formal MSD review, approval, and permits are required.
11. Post-construction BMPs will be required. Stormwater Management facilities and site design strategies shall be applied such that the extents of the project's disturbed areas are managed. The site is considered new development; volume reducing BMP's will be required.
12. The project is in the Caulks Creek Service area and is subject to the Caulks Creek Surcharge.

N. SANITARY SEWER

1. Sanitary sewers shall be as approved by the City of Chesterfield and the Metropolitan St. Louis Sewer District.
2. Sanitary flow estimates must be provided. These shall include the estimated average daily and peak flow rates. These estimates are needed to determine the sanitary requirements for the site. Sanitary improvements, including pump station upgrades may be required based on the flow rates provided.
3. The site is currently served via an existing private pump station and force main. These shall remain private.

O. GEOTECHNICAL REPORT

Prior to Site Development Plan approval, provide a geotechnical report, prepared by a registered professional engineer licensed to practice in the State of Missouri, as directed by the Department of Public Works. The report shall verify the

suitability of grading and proposed improvements with soil and geologic conditions and address the existence of any potential sinkhole, ponds, dams, septic fields, etc., and recommendations for treatment. A statement of compliance, signed and sealed by the geotechnical engineer preparing the report, shall be included on all Site Development Plans and Improvement Plans.

P. MISCELLANEOUS

1. All utilities shall be installed underground.
2. An opportunity for recycling shall be provided.
3. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield and St. Louis County. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
4. All required easements must be recorded prior to Improvement Plan approval.
5. Prior to record plat approval, the developer shall cause, at his expense and prior to the recording of any plat, the reestablishment, restoration or appropriate witnessing of all Corners of the United States Public Land Survey located within, or which define or lie upon, the out boundaries of the subject tract in accordance with the Missouri Minimum Standards relating to the preservation and maintenance of the United States Public Land Survey Corners, as necessary.
6. If any development in, or alteration of, the floodplain is proposed, the developer shall submit a Floodplain Study and Floodplain Development Permit/Application to the City of Chesterfield for approval. The Floodplain Study must be approved by the City of Chesterfield prior to the approval of the Site Development Plan, as directed. The Floodplain Development Permit must be approved prior to the approval of a grading permit or improvement plans. If any change in the location of the Special Flood Hazard Area is proposed, the Developer shall be required to obtain a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency. The LOMR must be issued by FEMA prior to the final release of any escrow held by the City of Chesterfield for improvements in the development. Elevation Certificates will be required for any structures within the Special Flood Hazard Area or the Supplemental Protection Area. All new roads within and adjacent to this site shall be constructed at least one (1) foot above the base flood elevation of the Special Flood Hazard Area. Improvements to existing roadways shall be required as necessary to provide at least one access route to each lot that is at least one

(1) foot above the base flood elevation. Consult Article 5 of the Unified Development Code for specific requirements.

II. GENERAL CRITERIA

A. SITE DEVELOPMENT CONCEPT PLAN

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

B. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

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

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

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

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

C. SITE DEVELOPMENT SECTION PLAN SUBMITTAL REQUIREMENTS

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

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.
3. Provide openspace percentage for overall development including separate percentage for each lot on the plan.
4. Provide Floor Area Ratio (F.A.R.).
5. A note indicating all utilities will be installed underground.
6. A note indicating signage approval is separate process.
7. Depict the location of all buildings, size, including height and distance from adjacent property lines and proposed use.
8. Specific structure and parking setbacks along all roadways and property lines.
9. Indicate location of all existing and proposed freestanding monument signs.
10. Zoning district lines, subdivision name, lot number, lot dimensions, lot area, and zoning of adjacent parcels where different than site.
11. Floodplain boundaries.
12. Depict existing and proposed improvements within 150 feet of the site as directed. Improvements include, but are not limited to, roadways, driveways and walkways adjacent to and across the street from the site, significant natural features, such as wooded areas and rock formations, and other karst features that are to remain or be removed.
13. Depict all existing and proposed easements and rights-of-way within 150 feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.

14. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
15. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending 150 feet beyond the limits of the site as directed.
16. Address trees and landscaping in accordance with the City of Chesterfield Code.
17. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.
18. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.
19. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport, St. Louis Department of Transportation, Metropolitan St. Louis Sewer District (MSD) and the Missouri Department of Transportation.
20. Compliance with Sky Exposure Plane.
21. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

III. TRUST FUND CONTRIBUTION

The developer shall be required to contribute to the Chesterfield Valley Trust Fund (No. 556). If development phasing is anticipated, the developer shall provide the traffic generation assessment contribution prior to issuance of building permits for each phase of development.

A. ROADS

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

<u>Type of Development</u>	<u>Required Contribution</u>
General Retail	\$2,373.42 / parking space
Office	\$2,373.42 / parking space

(Parking spaces as required by the City of Chesterfield Code.)

If types of development differ from those listed, St. Louis County Department of Transportation will provide rates.

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

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

The roadway improvement contribution shall be deposited with the St. Louis County Department of Transportation. The deposit shall be made before the issuance of any Special Use Permit (SUP) by St. Louis County Department of Transportation or a Building Permit by St. Louis County Public Works Department. Funds shall be payable to "Treasurer, St. Louis County."

As this development is located within a trust fund area established by Saint Louis County, any portion of the traffic generation assessment contribution which remains following completion of road improvements required by the development shall be retained in the appropriate trust fund.

Road Improvement Traffic Generation Assessment contributions shall be deposited with Saint Louis County Department of Transportation. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by Saint Louis County Department of Transportation or prior to the issuance of building permits in the case where no Special Use Permit is required. If development phasing is anticipated, the developer shall provide the Traffic Generation Assessment contribution prior to the issuance of building permits for each phase of development. Funds shall be payable to "Treasurer, Saint Louis County".

B. WATER MAIN

The primary water line contribution is based on gross acreage of the development land area. The contribution shall be a sum of \$954.57 per acre for the total area as approved on the Site Development Plan to be used solely to help defray the cost of constructing the primary water line serving the Chesterfield Valley area.

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

C. STORM WATER

The storm water contribution is based on gross acreage of the development land area. These funds are necessary to help defray the cost of engineering and construction improvements for the collection and disposal of storm water from the Chesterfield Valley in accordance with the Master Plan on file with and jointly approved by Saint Louis County and the Metropolitan Saint Louis Sewer District. The amount of the storm water contribution will be computed based on \$3,028.63 per acre for the total area as approved on the Site Development Plan.

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

D. SANITARY SEWER

The sanitary sewer contribution is collected as the Caulks Creek impact fee. The sanitary sewer contribution within Chesterfield Valley area shall be deposited with the Metropolitan Saint Louis Sewer District as required by the District.

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

IV. RECORDING

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

V. ENFORCEMENT

- A.** The City of Chesterfield, Missouri will enforce the conditions of this ordinance in accordance with the Plan approved by the City of Chesterfield and the terms of this Attachment A.
- B.** Failure to comply with any or all the conditions of this ordinance will be adequate cause for revocation of approvals/permits by reviewing Departments and Commissions.
- C.** Non-compliance with the specific requirements and conditions set forth in this Ordinance and its attached conditions or other Ordinances of the City of Chesterfield shall constitute an ordinance violation, subject, but not limited to, the penalty provisions as set forth in the City of Chesterfield Code.

- D.** Waiver of Notice of Violation per the City of Chesterfield Code.
- E.** This document shall be read as a whole and any inconsistency to be integrated to carry out the overall intent of this Attachment A.

DRAFT

PRELIMINARY DEVELOPMENT PLAN

for a CAR CRAFT AUTOBODY

84 LUMBER SUBDIVISION

CITY OF CHESTERFIELD
ST. LOUIS COUNTY, MISSOURI

RECEIVED

City of Chesterfield

NOV 22 2021

Department of Public Services

ATTACHMENT B

SHEET INDEX

- C1 TITLE SHEET
C2 EXISTING CONDITIONS
C3 SITE PLAN

GENERAL NOTES

- ALL UTILITIES SHOWN HAVE BEEN LOCATED FROM AVAILABLE RECORDS. THEIR LOCATION SHOULD BE CONSIDERED APPROXIMATE. THE CONTRACTOR HAS THE RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES, PRIOR TO CONSTRUCTION, TO HAVE EXISTING UTILITIES FIELD LOCATED. THE CONTRACTOR SHALL BE ON RECORD WITH THE MISSOURI ONE CALL SYSTEM.
- ALL ELEVATIONS ARE BASED ON M.S.D. BENCHMARK.
- BOUNDARY AND TOPOGRAPHIC SURVEY BY MARLER SURVEYING CO.
- ALL MATERIALS AND METHODS OF CONSTRUCTION TO MEET THE CURRENT STANDARDS AND SPECIFICATIONS OF THE DIRECTOR OF PUBLIC WORKS FOR THE CITY OF CHESTERFIELD.
- ALL GRADED AREAS SHALL BE PROTECTED FROM EROSION BY EROSION CONTROL DEVICES AND/OR SEEDING AND MULCHING AS REQUIRED BY THE CITY OF CHESTERFIELD.
- PRIOR TO BEGINNING ANY WORK ON THE SITE, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR SPECIFIC INSTRUCTIONS RELEVANT TO THE SEQUENCING OF WORK.
- GRADING CONTRACTOR SHALL INSTALL SILTATION CONTROL PRIOR TO STARTING THE GRADING. ADDITIONAL SILTATION CONTROL DEVICES SHALL BE INSTALLED AS DIRECTED BY THE CITY OF CHESTERFIELD.
- ALL FILLS AND BACKFILLS SHALL BE MADE OF SELECTED EARTH MATERIALS, FREE FROM BROKEN MASONRY, ROCK, FROZEN EARTH, RUBBISH, ORGANIC MATERIAL AND DEBRIS.
- GRADING CONTRACTOR SHALL KEEP EXISTING ROADWAYS CLEAN OF MUD AND DEBRIS AT ALL TIMES.
- PROPOSED CONTOURS SHOWN ARE FINISHED ELEVATIONS ON PAVED AREAS.
- GRADING & STORM WATER PER M.S.D. STANDARD SPECIFICATIONS AND THE CITY OF CHESTERFIELD STANDARDS.
- DRIVE ENTRANCES ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY & MODOT.
- SEEDING, SODDING, MULCHING AND PLANTINGS FOR ALL DISTURBED AREAS SHALL BE SPECIFIED ON THE LANDSCAPE PLAN.
- SIDEWALKS ALONG THE ACCESSIBLE ROUTE SHALL NOT HAVE A SLOPE EXCEEDING 1V:20H. SLOPES GREATER THAN 1V:20H MUST BE DESIGNED AS A RAMP.
- SIDEWALKS, CURB RAMPS, RAMPS AND ACCESSIBLE PARKING SPACES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT APPROVED "AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES" (ADAAC) ALONG WITH THE REQUIRED GRADES, CONSTRUCTION MATERIALS, SPECIFICATIONS AND SIGNAGE. IF ANY CONFLICT OCCURS BETWEEN THE ADAAC GUIDELINES AND THE INFORMATION ON THE PLANS, THE ADAAC GUIDELINES SHALL TAKE PRECEDENCE AND THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER PRIOR TO ANY CONSTRUCTION.
- DENSITY CALCULATIONS
Open Space $\frac{178,881 \text{ s.f.}}{323,240 \text{ s.f. total site}} \times 100 = 55\%$
F.A.R. $\frac{57,800 \text{ s.f. Bldg}}{323,240 \text{ s.f. total site}} = 0.18$
- BY GRAPHIC PLOTTING ONLY, THIS PROPERTY DOES LIE WITHIN SPECIAL FLOOD ZONE AREAS ACCORDING TO THE FLOOD INSURANCE RATE MAP PANEL NUMBER 29189C0165K AND COMMUNITY NUMBER 290986 (CITY OF CHESTERFIELD) WHICH BEARS AN EFFECTIVE DATE OF FEBRUARY 4, 2015. THE PROPERTY LIES WITHIN SHADED ZONE X (AREAS OF 0.2% ANNUAL CHANCE FLOOD); AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) AND ZONE AH (FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY AREAS OF PONDING); BASE FLOOD ELEVATIONS DETERMINED).
- NO ON-SITE ILLUMINATION SOURCE SHALL BE SO SITUATED THAT LIGHT IS CAST DIRECTLY ON ADJOINING PROPERTIES OR PUBLIC ROADWAYS. ILLUMINATION LEVELS SHALL COMPLY WITH THE PROVISIONS OF SECTION 31.04.03 OF THE UNIFIED DEVELOPMENT CODE.
- APPROVAL OF THIS PLAN DOES NOT CONSTITUTE APPROVAL OF SIGNAGE. SIGN APPROVAL IS A SEPARATE PROCESS.
- ALL PROPOSED UTILITIES SHALL BE PLACED UNDERGROUND.
- ROOF TOP EQUIPMENT SHALL BE SCREENED.
- THIS DEVELOPMENT SHALL CONFORM TO MSD REQUIREMENTS FOR WATER QUALITY, IF APPLICABLE.
- NO CONSTRUCTION RELATED PARKING SHALL BE PERMITTED WITHIN THE RIGHT-OF-WAY OF EDISON OR LONG ROAD.
- ALL PROVISIONS OF THE CITY CODE SHALL APPLY.

LEGAL DESCRIPTION

(FROM TITLE COMMITMENT)

LOT 1 OF 84 LUMBER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 339 PAGE 80 OF THE ST. LOUIS COUNTY RECORDS.

A TRACT OF LAND BEING ALL OF LOT 1 OF 84 LUMBER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 339 PAGE 80 OF THE ST. LOUIS COUNTY LAND RECORDS OFFICE IN CLAYTON, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE NORTHWEST CORNER OF LOT 1 OF 84 LUMBER SUBDIVISION BEING ON THE SOUTHERN RIGHT OF WAY LINE OF INTERSTATE 64, U.S. HIGHWAY 40-61 (VARIABLE WIDTH), FROM WHICH A FOUND 1/2" IRON PIPE BEARS NORTH 84 DEGREES 09 MINUTES 41 SECONDS WEST 0.16 FEET; THENCE ALONG THE SOUTHERN RIGHT OF WAY LINE OF THE AFORESAID INTERSTATE, SOUTH 84 DEGREES 09 MINUTES 36 SECONDS EAST A DISTANCE OF 458.79 FEET TO A FOUND 1/2" REBAR; THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 00 DEGREES 45 MINUTES 46 SECONDS WEST A DISTANCE OF 641.98 FEET TO A POINT FROM WHICH A FOUND 1/2" IRON PIPE BEARS NORTH 77 DEGREES 19 MINUTES WEST 0.21 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 44 SECONDS WEST A DISTANCE OF 407.09 FEET TO A FOUND 1/2" REBAR; THENCE SOUTH 00 DEGREES 48 MINUTES 46 SECONDS WEST A DISTANCE OF 367.38 FEET TO A SET 1/2" X 18" REBAR WITH CAP STAMPED "MARLER 347-101" BEIN ON THE NORTHERN RIGHT OF WAY LINE OF CHESTERFIELD AIRPORT ROAD (100' WIDE); THENCE ALONG THE NORTHERN RIGHT OF WAY LINE OF CHESTERFIELD AIRPORT ROAD, SOUTH 89 DEGREES 35 MINUTES 44 SECONDS WEST A DISTANCE OF 50.01 FEET TO A POINT FROM WHICH A FOUND 1/2" IRON PIPE BEARS NORTH 85 DEGREES 40 MINUTES WEST A DISTANCE OF 0.61 FEET; THENCE LEAVING SAID RIGHT OF WAY, NORTH 00 DEGREES 48 MINUTES 46 SECONDS EAST A DISTANCE OF 109.68 FEET TO THE POINT OF BEGINNING CONTAINING 323,240 SQ. FT. OR 7.42 ACRES MORE OR LESS AS SURVEYED BY MARLER SURVEYING COMPANY INC. DURING SEPTEMBER 2019.

END OF DESCRIPTION

NOTE:
CIVIL ENGINEERING DESIGN CONSULTANTS, INC. AND THE UNDERSIGNED ENGINEER HAVE NO RESPONSIBILITY FOR SERVICES PROVIDED BY OTHERS TO IMPLEMENT THE IMPROVEMENTS SHOWN ON THIS PLAN AND ALL OTHER DRAWINGS WHERE THE UNDERSIGNED ENGINEER'S SEAL APPEARS. THE CONSTRUCTION MEANS, METHODS & MATERIALS ARE THE SOLE RESPONSIBILITY OF THE OWNER AND CONTRACTOR. CIVIL ENGINEERING DESIGN CONSULTANTS, INC. HAS NO RESPONSIBILITY TO VERIFY FINAL IMPROVEMENTS AS SHOWN ON THIS PLAN UNLESS SPECIFICALLY ENGAGED AND AUTHORIZED TO DO SO BY THE OWNER OR CONTRACTOR.

UTILITY NOTE

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION AND, THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS. THE UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319 RSMo.

NOTE TO CONTRACTOR

CONTRACTOR/SUBCONTRACTOR SHALL INVESTIGATE, ASCERTAIN AND CONFORM TO ANY AND ALL PERMIT REQUIREMENTS OF THE (ANY) VARIOUS AFFECTED UTILITY COMPANIES AND/OR REGULATORY AGENCIES WITH REGARDS TO MAKING CONNECTIONS TO OR CROSSINGS OF THEIR FACILITIES, WORKING WITHIN THEIR RIGHT-OF-WAY OR EASEMENTS, INSPECTIONS AND ASSOCIATED MONETARY CHARGES; AND/OR SPECIAL BACKFILL REQUIREMENTS. SUCH INVESTIGATION TO INCLUDE BUT NOT LIMITED TO THE MAKING OF NECESSARY APPLICATIONS AND PAYMENTS OF ALL REQUIRED FEES.

THE LOCATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS OR PROFILES ARE APPROXIMATE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR/SUBCONTRACTOR TO VERIFY THE FIELD LOCATIONS, ANTICIPATED CLEARANCES AND THE EXISTENCE OF ANY FACILITIES NOT SHOWN HEREON, AS PART OF THE INVESTIGATIONS IN THE PARAGRAPH ABOVE.

NOTE:

THE UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SOURCES AND THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THE VERIFICATION OF THE ACTUAL LOCATIONS OF ALL UNDERGROUND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THIS DRAWING, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE LOCATED PRIOR TO GRADING OR CONSTRUCTION OF IMPROVEMENTS.



Call BEFORE you DIG

TOLL FREE

1-800-DIG-RITE

MISSOURI ONE CALL SYSTEM, INC.

MISSOURI ONE CALL TICKET NUMBER 192483554

THE UTILITIES CONTACT BY MISSOURI ONE CALL WERE: AMEREN MISSOURI ELECTRIC, ATT DISTRIBUTION, CHARTER COMMUNICATIONS, EXTNET SYSTEMS, MISSOURI AMERICAN WATER COMPANY, INC, SPIRE MO EAST AND ST LOUIS METROPOLITAN SEWER.

LEGEND

EXISTING CONTOURS	433
PROPOSED CONTOURS	433
EXISTING STORM SEWER	
PROPOSED STORM SEWER	
EXISTING SANITARY SEWER	
PROPOSED SANITARY SEWER	
RIGHT-OF-WAY	
EASEMENT	
CENTERLINE	
EXISTING TREE	
EXISTING SPOT ELEVATION	+ 433.28
PROPOSED SPOT ELEVATION	433.28
SWALE	
TO BE REMOVED	T.B.R.
TO BE REMOVED & RELOCATED	T.B.R. & R.
TO BE USED IN PLACE	U.A.P.
ADJUST TO GRADE	A.T.G.
BACK OF CURB	B.C.
FACE OF CURB	F.C.
WATER MAIN	
GAS MAIN	
UNDERGROUND TELEPHONE	
OVERHEAD WIRE	
UNDERGROUND ELECTRIC	
SILTATION CONTROL	
FIRE HYDRANT	
POWER POLE	
WATER VALVE	
LIGHT STANDARD	

SYMBOLS

WV	WATER VALVE	N	NORTH
WMH	WATER MANHOLE	S	SOUTH
TMH	TELEPHONE MANHOLE	E	EAST
	BRUSH & SHRUB LINE	W	WEST
	CONC	CONC	CONCRETE
	ASPH	ASPH	ASPHALT
	PB	PB	PLAT BOOK
	DB	DB	DEED BOOK
	PG	PG	PAGE
	SP	SP	SQUARE FEET
	AC	AC	ACRES
	ELEV	ELEV	ELEVATION
	FF	FF	FINISH FLOOR
	FL	FL	FLOWLINE
	EBB	EBB	ELECTRIC BOX
	RCP	RCP	REINFORCED CONCRETE PIPE
	PP	PP	POWER POLE
	PP	PP	SANITARY
	PP	PP	SAVE
	PP	PP	REMOVE
	COO	COO	CLEAN OUT
	GV	GV	GAS VALVE
	GMA	GMA	GAS METER
	GD	GD	GAS DRIP

ABBREVIATIONS

PROPERTY DATA

OWNER	= MACE LLC
ADDRESS	= 17519 CHESTERFIELD AIRPORT ROAD CHESTERFIELD, MISSOURI 63005
LOCATOR NO.	= 17U510073
TOTAL ACREAGE	= 7.42± AC.
PROPOSED ZONING	= PC - PLANNED COMMERCIAL (ORDINANCE 2575)
FIRE DISTRICT	= MONARCH FIRE PROTECTION DISTRICT
SCHOOL DISTRICT	= ROCKWOOD
SEWER DISTRICT	= METRO, ST. LOUIS SEWER DISTRICT
WATER SHED	= MISSOURI RIVER
FEMA MAP	= 29189C0165K, 02/04/2015
ELECTRIC COMPANY	= AMERENUE
GAS COMPANY	= LACLEDE GAS COMPANY
PHONE COMPANY	= SOUTHWESTERN BELL TELEPHONE
WATER COMPANY	= MISSOURI AMERICAN WATER COMPANY

PROJECT BENCHMARK

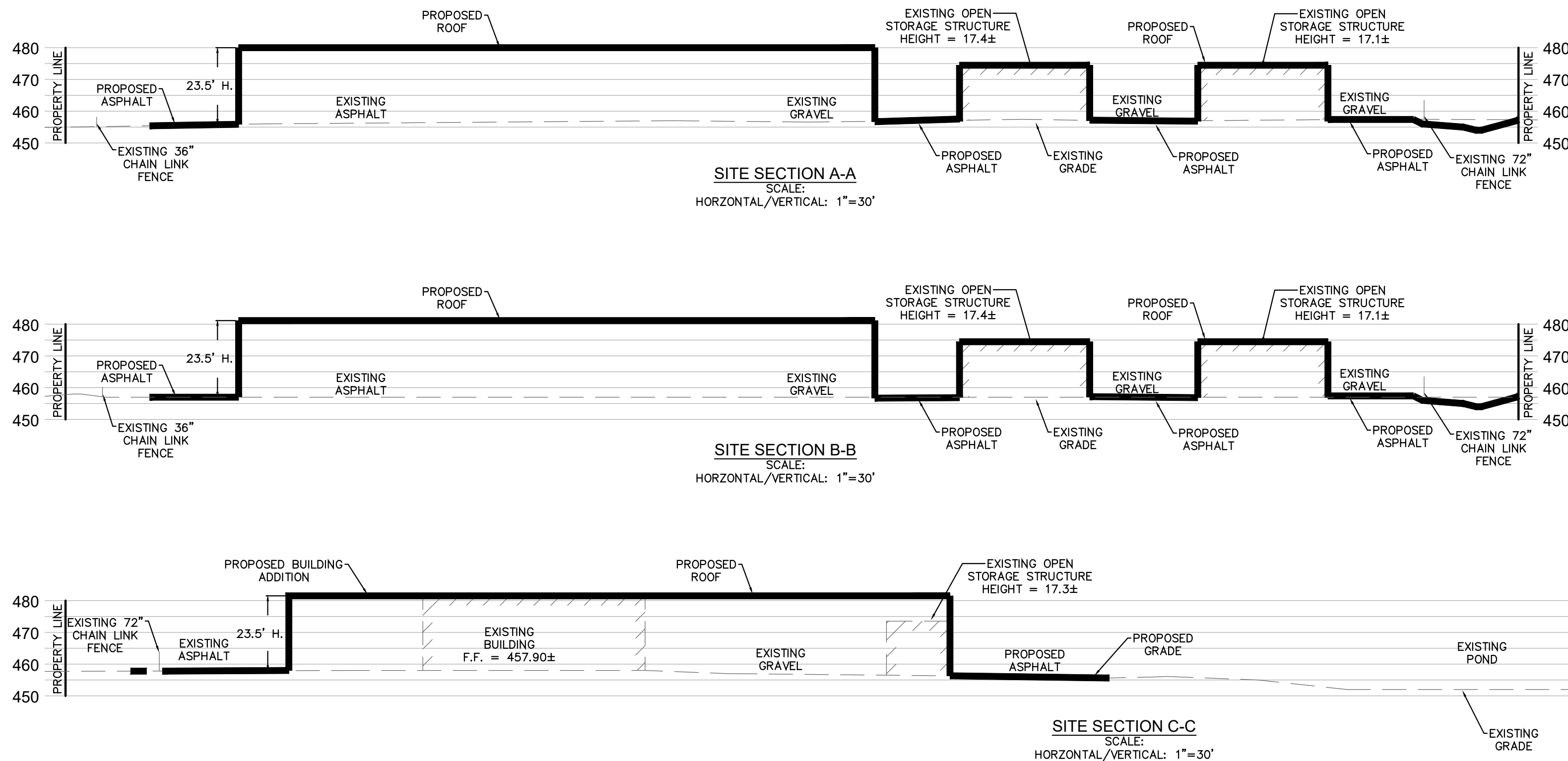
ST. LOUIS COUNTY BENCHMARK 12-168 ELEV. = 459.91' NAVD
88(ELV) = 460.00' NGVD(29) STANDARD DNR ALUMINUM DISK
STAMPED SL-38 SITUATED IN A GRASSY AREA NORTHWEST
OF THE INTERSECTION OF CHESTERFIELD AIRPORT ROAD AND
CAPRICE DRIVE, SOUTH OF THE PARKING FOR A RETAIL STRIP
CENTER APPROXIMATELY 0.1 MILES EAST OF LONG ROAD,
ROUGHLY 58 FEET WEST OF THE CENTERLINE OF CAPRICE
DRIVE, 43 FEET NORTH OF THE CENTERLINE OF CHESTERFIELD
AIRPORT ROAD, AND 69 FEET EAST OF A FIRE HYDRANT.

SITE BENCHMARK

ELEV. 460.76" "O" IN OPEN ON FIRE HYDRANT AS SHOWN ON THIS SURVEY.

FLOOD ZONE NOTES

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN SHADED ZONE X (AREAS OF 0.2% ANNUAL FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) AND ZONE AH (FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY AREAS OF PONDING); BASE FLOOD AREAS DETERMINED ACCORDING TO THE FLOOD INSURANCE RATE MAP PANEL NUMBER 29189C0165K, (ST. LOUIS COUNTY, MISSOURI) WHICH BEARS AN EFFECTIVE OF FEBRUARY 4, 2015.



Prepared For:

Car Craft Autobody

3900 Lemay Ferry Road

St. Louis, MO 63125

Mr. Gary Goddard

Prepared By:

CEDC
CIVIL ENGINEERING
DESIGN CONSULTANTS

10820 Sunset Office Drive
Suite 200
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Fax: 314.729.1404
www.cedc.net

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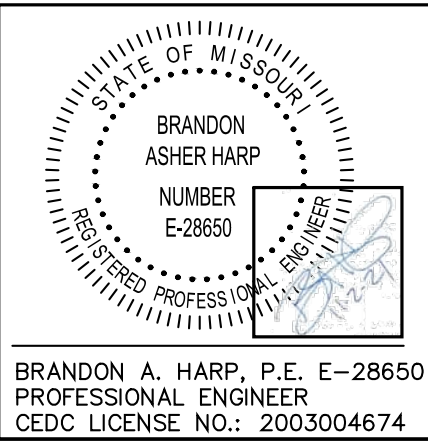
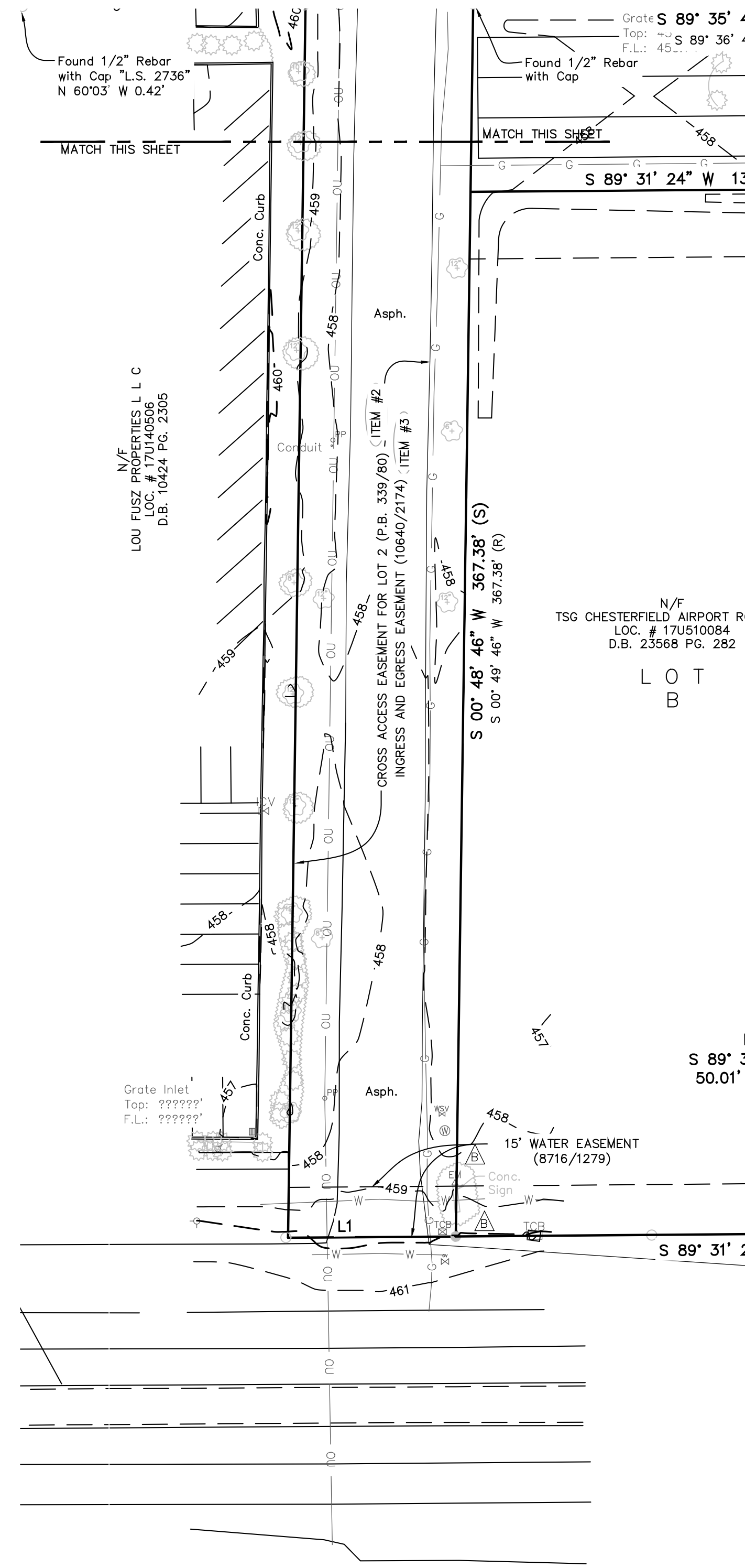
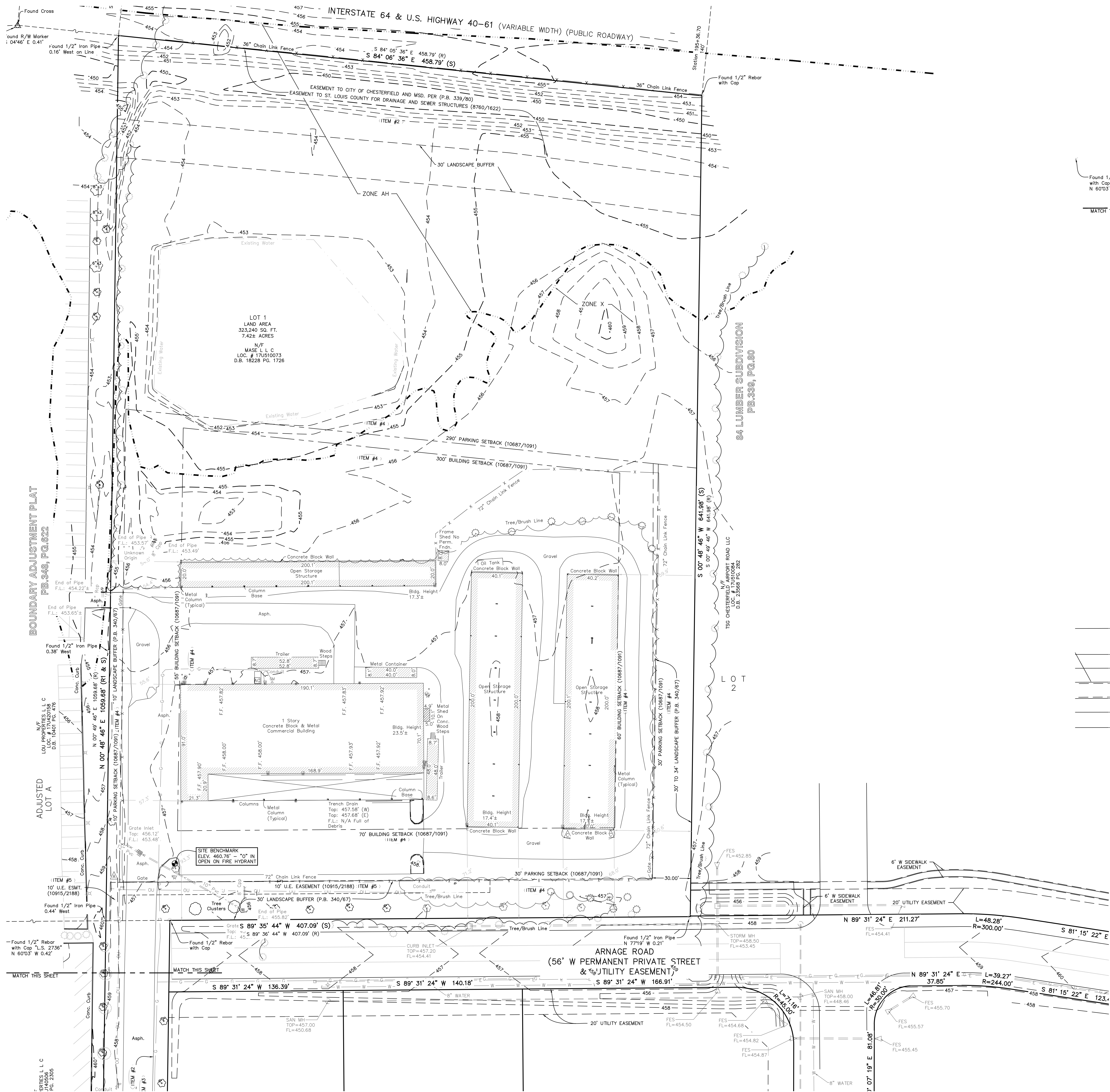
CEDC
CIVIL ENGINEERING
DESIGN CONSULTANTS

Preliminary Development Plan for
CAR CRAFT AUTOBODY
17519 CHESTERFIELD AIRPORT ROAD
CHESTERFIELD, MISSOURI 63005

Proj. #	1980
Description	D
To City	11-1
To City	3-16
To City	7-16
To City	10-0
To City	11-0

TITLE SHEET

C1



10820 Sunset Office Drive
Suite 200
St. Louis, Missouri 63127
314.729.1400
Fax: 314.729.1404
www.cedc.net

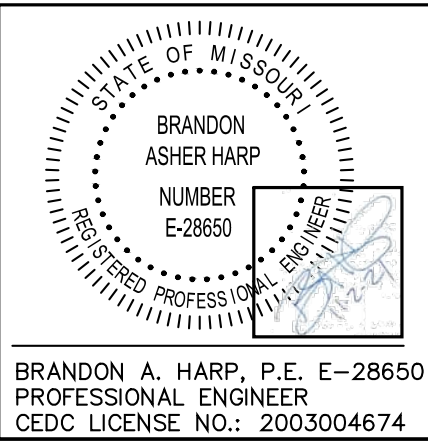
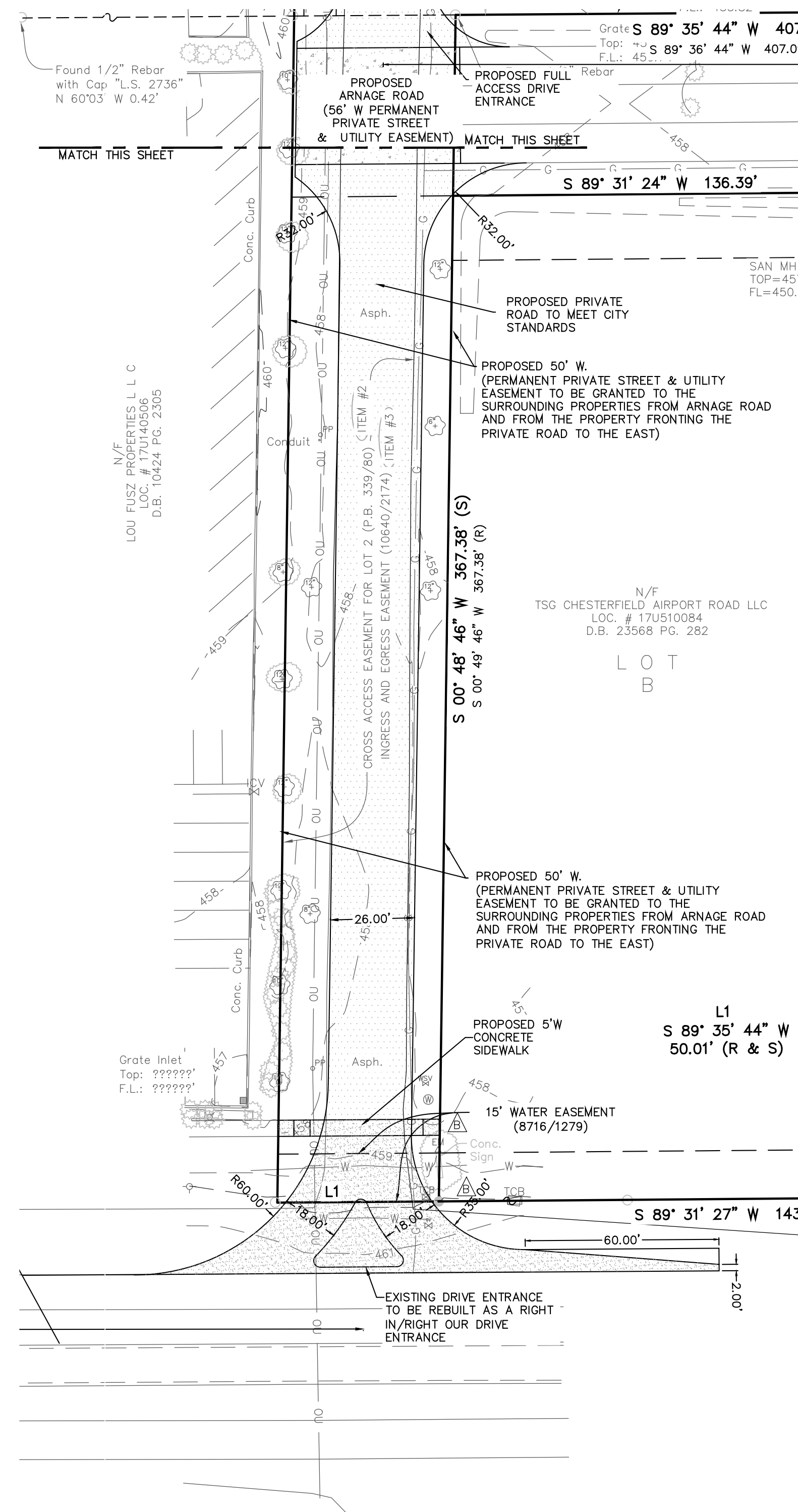
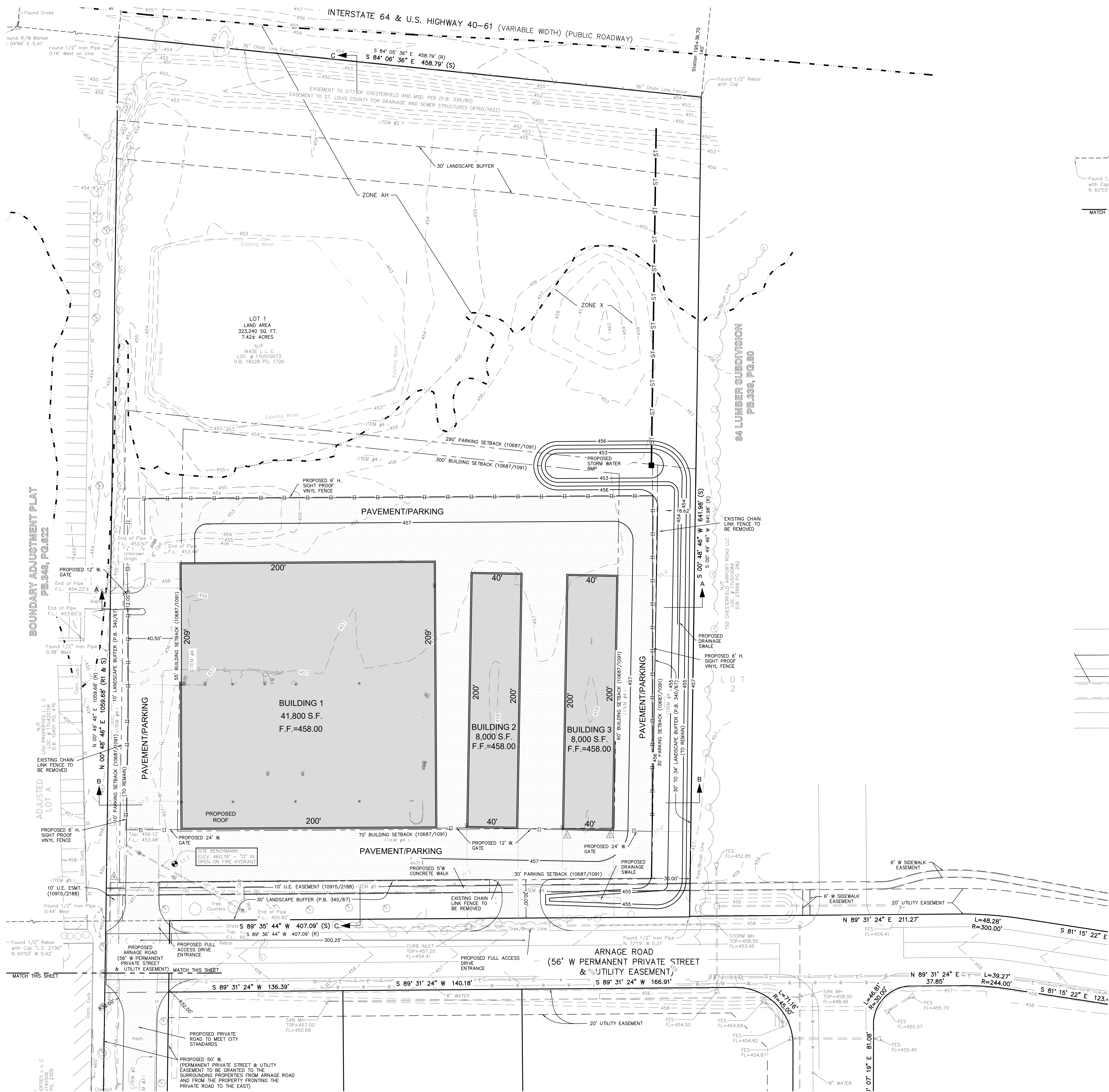
CEDC
CIVIL ENGINEERING
DESIGN CONSULTANTS

Preliminary Development Plan for
CAR CRAFT AUTOBODY
17519 CHESTERFIELD AIRPORT ROAD
CHESTERFIELD, MISSOURI 63005

Proj. # 1980	
No.	Description Date
	To City 11-18-2020
	To City 3-16-2021
	To City 7-16-2021
	To City 10-07-2021
	To City 11-02-2021

EXISTING
CONDITIONS

C2



10820 Sunset Office Drive
Suite 200
St. Louis, Missouri 63127
314.729.1400
Fax: 314.729.1404
www.cedc.net

CEDC
CIVIL ENGINEERING
DESIGN CONSULTANTS

Preliminary Development Plan for
CAR CRAFT AUTOBODY
17519 CHESTERFIELD AIRPORT ROAD
CHESTERFIELD, MISSOURI 63005

Proj. # 1980		
No.	Description	Date
To City	11-18-2020	
To City	3-16-2021	
To City	7-16-2021	
To City	10-07-2021	
To City	11-02-2021	

SITE PLAN

C3

Tree Inventory					
ID	Tree Name	DBH	Canopy Diam.	Condition Rating	Comment
1	Pear	14	20	3	
2	Pear	12	20	3	
3	Maple	8	15	2	Under power lines
4	Pear	12	15	3	
5	Maple	11	25	3	
6	Maple	10	20	3	Offsite
7	Ash	11	20	2	Offsite
8	Maple	12	30	2	Under power lines
9	Maple	8	15	1	Offsite, split
10	Maple	11	25	3	
11	Oak	6	12	3	
12	Maple	11	20	2	Offsite, girdling roots
13	Maple	12	25	3	
14	Ash	12	20	2	Offsite
15	Maple	10	20	2	Offsite, girdling roots
16	Ash	10	15	1	Offsite, dead limbs
17	Maple	12	20	2	Near fire hydrant
18	Maple	7	18	3	
19	Apple	5	8	2	Multi-stem
20	Apple	5	8	2	Multi-stem
21	Apple	4	8	1	Lean, defoliated
22	Apple	7	10	2	
23	Apple	5	8	2	Multi-stem
24	Apple	5	8	2	
25	Pine	18	30	2	Near power pole
26	Pine	16	30	2	Near power pole
27	Pine	11	30	1	Twin (10+11), vines, dieback
28	Pine	15	30	2	Vines
29	Pine	15	30	2	Vines
30	Apple	5	8	1	Impacted by tree fall
31	Pine	8	15	2	Vines
32	Pine	5	10	2	Vines
33	Pine	5	10	1	Competing vegetation
34	Pine	12	25	1	Vines
35	Cottonwood	5	8	1	Poor structure
36	Pine	10	15	1	Vines
37	Pine	11	15	2	Vines
38	Cottonwood	11	15	1	Vines, lean
39	Cottonwood	19	25	1	Vines
40	Pine	10	20	1	Vines
41	Pine	14	35	2	Vines
42	Pine	11	25	2	Vines
43	Pine	14	0	0	Dead, fungus on trunk
44	Pine	10	0	0	Dead
45	Cottonwood	28	50	2	Vines
46	Pine	15	20	2	Vines
47	Pine	13	20	1	Vines, dieback
48	Pine	14	25	2	Vines
49	Pine	15	20	1	Vines, fungus
50	Pine	14	20	1	Vines, fungus
51	Pine	13	20	1	Vines, fungus
52	Pine	14	20	1	Vines, fungus
53	Pine	13	20	2	Vines
54	Cottonwood	18	30	2	Vines
55	Pine	13	20	1	Vines, dieback
56	Pine	15	20	1	Vines, dieback
57	Cottonwood	14	30	1	Vines
58	Pine	13	25	1	Vines, fungus
59	Pine	16	30	1	Vines, poor structure
60	Pine	15	35	2	Vines, dieback
61	Pine	13	25	2	Vines
62	Pine	9	10	1	Dieback
63	Pine	11	15	1	Vines, dieback
64	Pine	10	15	1	Dieback
65	Pine	11	10	1	Vines, dieback
66	Pine	6	8	1	Vines, dieback
67	Cottonwood	14	25	2	Lean
68	Pine	12	15	2	Vines
69	Pine	9	10	1	Vines, dieback
70	Pine	5	8	1	Vines, dieback
71	Pine	8	8	1	Vines
72	Pine	14	20	1	Vines
73	Sycamore	6	10	1	Near wall, poor structure
74	Sycamore	8	10	1	Near wall, poor structure
75	Cottonwood	10	15	1	Near wall, lean
76	Cottonwood	14	25	2	
77	Sycamore	6	10	1	Near wall, lean
78	Cottonwood	15	30	2	
79	Cottonwood	15	30	2	Vines
80	Cottonwood	14	25	2	
81	Cottonwood	30	45	2	Vines
82	Spruce	5	8	2	Offsite, lean
83	Maple	6	8	2	Offsite
84	Maple	5	8	1	Offsite
85	Maple	5	30	2	Offsite, triple (5+5+5)
86	Maple	6	20	2	Offsite, twin, girdling roots
87	Spruce	4	12	2	Offsite, lean
88	Maple	10	30	2	Offsite, triple (6+6+10)
89	Maple	8	25	2	Offsite, triple (6+7+8)

Tree Condition Rating:

Excellent	4
Good	3
Fair	2
Poor	1
Dead	0

Legend

Symbol	Description	Symbol	Description
	Existing Trees		Existing Dead Trees
	Existing Tree Canopy		Existing Offsite Woodland

Tree Stand Delineation Prepared under direction of:
Kristin Province
Certified Arborist MW-6075A

Kristin Province

Tree Stand Delineation Narrative

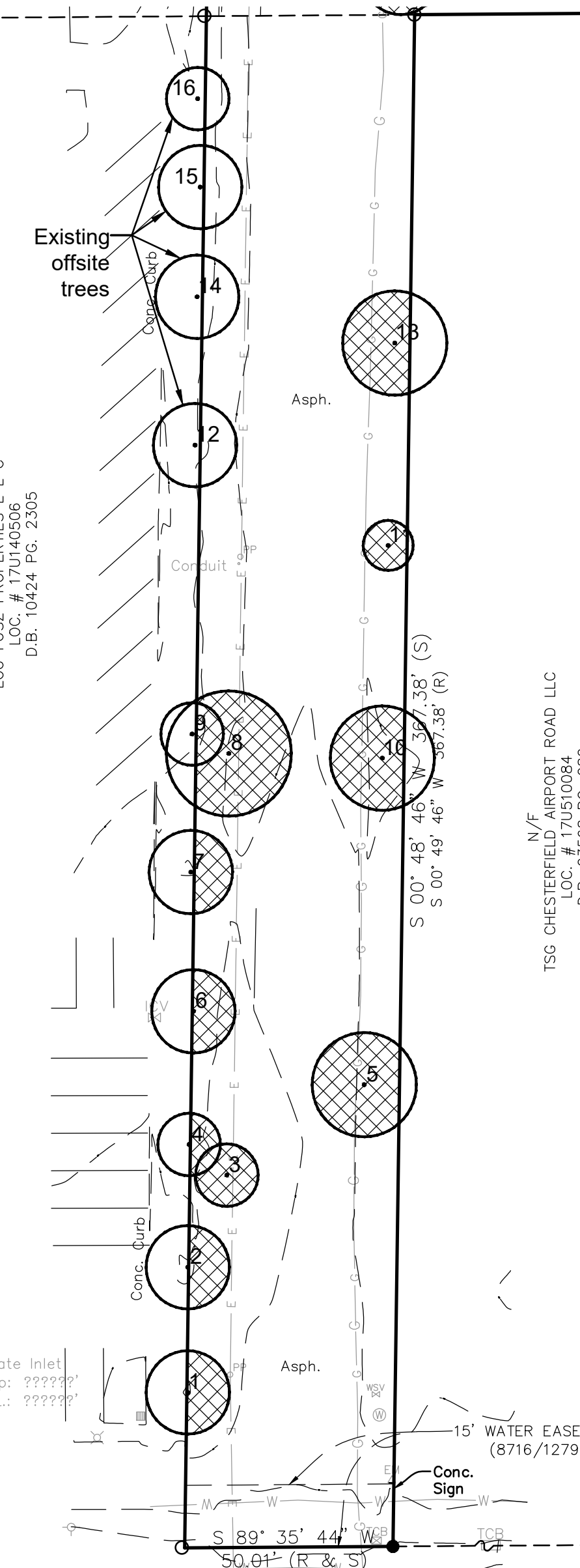
This project site comprises a total of 7 acres and has a total of 138,098 s.f. of tree canopy. The Tree Stand Delineation map was completed by field inspection.

The individual trees found onsite along the road consist mainly of Maple, Ash and Pear in fair to good condition. Individual trees found onsite along the fence perimeter include primarily Apple and Pine along with some Cottonwood and Sycamore trees in poor to fair condition.

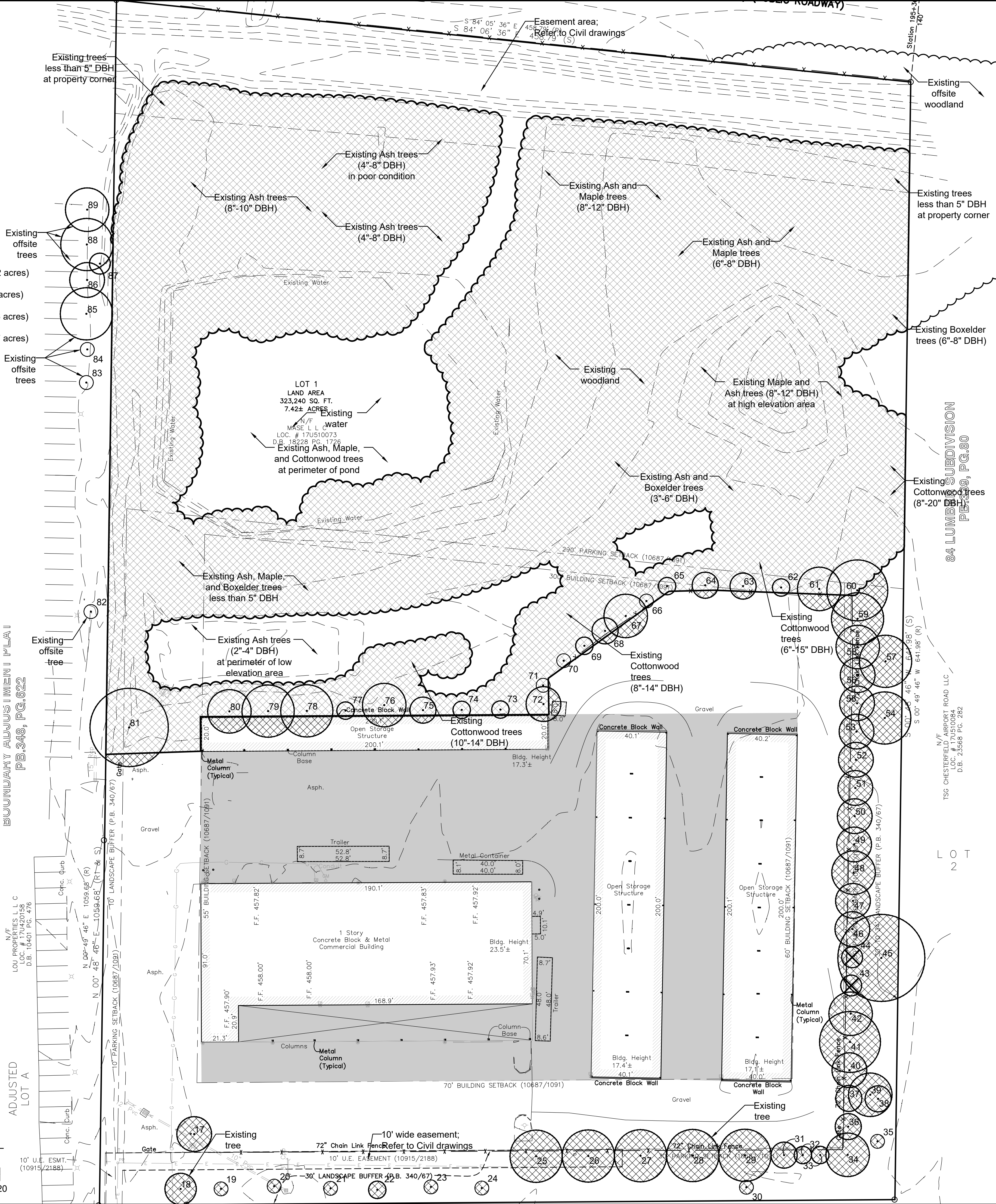
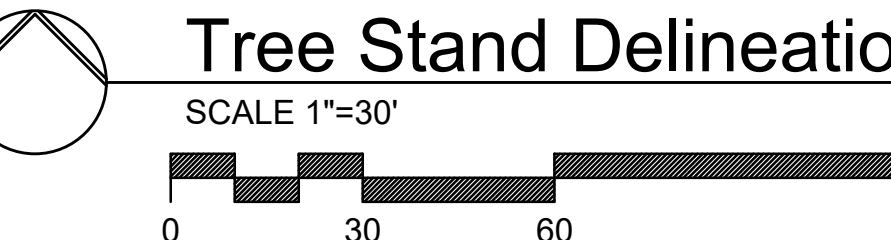
The trees found onsite within the woodland area consist of Ash, Maple, and Cottonwood with some Boxelder, Sycamore, Willow, and young Mulberry trees. The Ash trees are in poor condition overall. There are vines and a Honeysuckle understory throughout the wooded area along with some invasive groundcover vegetation.

There are no Monarch, state champion, or rare trees found onsite.

Total Site Area	=	323,240 s.f. (7.42 acres)
Individual Tree Canopy Area	=	17,977 s.f. (0.41 acres)
Woodland Canopy Area	=	120,121 s.f. (2.76 acres)
Total Existing Tree Canopy Area	=	138,098 s.f. (3.17 acres)



CHESTERFIELD AIRPORT ROAD
(100' WIDE) (PUBLIC ROADWAY)



Jerald Saunders - Landscape Architect
MO License # LA-007

Consultants:

Revisions:

Date	Description	No.

Drawn: KP
Checked: RS

LOOMIS ASSOCIATES
landscape architects + planners
750 spirit 40 park drive, chesterfield, missouri 63005
t 636-519-8666
www.loomis-associates.com

Sheet Title: Tree Stand Delineation
Sheet No: TSD

Date: 10/13/20
Job #: 584.033

Loomis Associates Inc.
Missouri State Certificate of Authority #: LAC #0000191

Car Craft
47 Caprice Drive
Chesterfield, Missouri 63005

Memorandum

Department of Public Works



TO: Michael O. Geisel, PE
City Administrator

cc: James A. Eckrich, PE
Director of Public Works / City Engineer

Justin Wyse, AICP, PTP
Director of Planning

FROM: Zachary S. Wolff, PE *ZSW*
Assistant City Engineer

DATE: December 28, 2021

RE: Public Street Acceptance
Fienup Farms – Plats 2 and 7

Public Works staff recently conducted inspections of Plats 2 and 7 of the Fienup Farms subdivision. As part of these inspections we have determined that the following streets meet the City of Chesterfield's design and construction standards for acceptance as a public street:

- | | |
|---------------------------------|--|
| (1) Patchwork Fields (Plat 2): | Approximately 132 feet; from 40 feet north of Pine Summit Drive to a point 172 feet north of Pine Summit Drive
Book 367 Pages 131-133 |
| (2) Patchwork Fields (Plat 7): | Approximately 415 feet; from 375 feet west of Fienup Lake Drive to 40 feet east of Fienup Lake Drive
Book 367 Pages 253-255 |
| (3) Fienup Lake Drive (Plat 7): | Approximately 645 feet; from Patchwork Fields to 645 feet south of Patchwork Fields
Book 367 Pages 253-255 |

A draft ordinance and a map showing the locations of the above referenced streets and the associated record plat exhibits are attached. Please note that these are the first of multiple street acceptance recommendations that will be required for Fienup Farms. As you may recall, the Fienup Farms subdivision includes 11 plats. All but one plat includes public streets. All streets in Fienup Farms have been completed and are in use; however, at this time, not all of the responsible parties have addressed deficiencies. While it may seem premature to accept portions of streets now when the remainder of streets are not yet ready for acceptance it would be unfair to withhold acceptance and escrow fund releases from responsible parties that have addressed all required deficiencies. Please let me know if you have questions or need additional information.

Action Recommended

I recommend forwarding the acceptance of the above-referenced streets and associated sidewalks to the Planning and Public Works Committee for its consideration. If the Planning and Public Works Committee recommends approval, the matter should be forwarded to City Council for consideration.

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

A handwritten signature in black ink, appearing to read "Matt Teisul".

2022-1-3

BILL NO. 3378

ORDINANCE NO. _____

AN ORDINANCE PERTAINING TO THE ACCEPTANCE OF PORTIONS OF PATCHWORK FIELDS AND FIENUP LAKE DRIVE IN FIENUP FARMS AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD

WHEREAS, the City of Chesterfield has approved the construction of Fienup Farms; and

WHEREAS, the streets in Fienup Farms were intended to be public streets and were therefore constructed to the design standards of the Department of Public Works of the City of Chesterfield; and

WHEREAS, Consort Homes has completed improvements in Plat 2 and Plat 7 including the required portions of Patchwork Fields and Fienup Lake Drive.

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

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

- | | |
|---------------------------------|---|
| (1) Patchwork Fields (Plat 2): | Approximately 132 feet; from 40 feet north of Pine Summit Drive to a point 172 feet north of Pine Summit Drive;
Book 367 Pages 131-133 |
| (2) Patchwork Fields (Plat 7): | Approximately 415 feet; from 375 feet west of Fienup Lake Drive to 40 feet east of Fienup Lake Drive;
Book 367 Pages 253-255 |
| (3) Fienup Lake Drive (Plat 7): | Approximately 645 feet; from Patchwork Fields to 645 feet south of Patchwork Fields;
Book 367 Pages 253-255 |

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

Passed and approved this _____ day of _____, 2022.

PRESIDING OFFICER

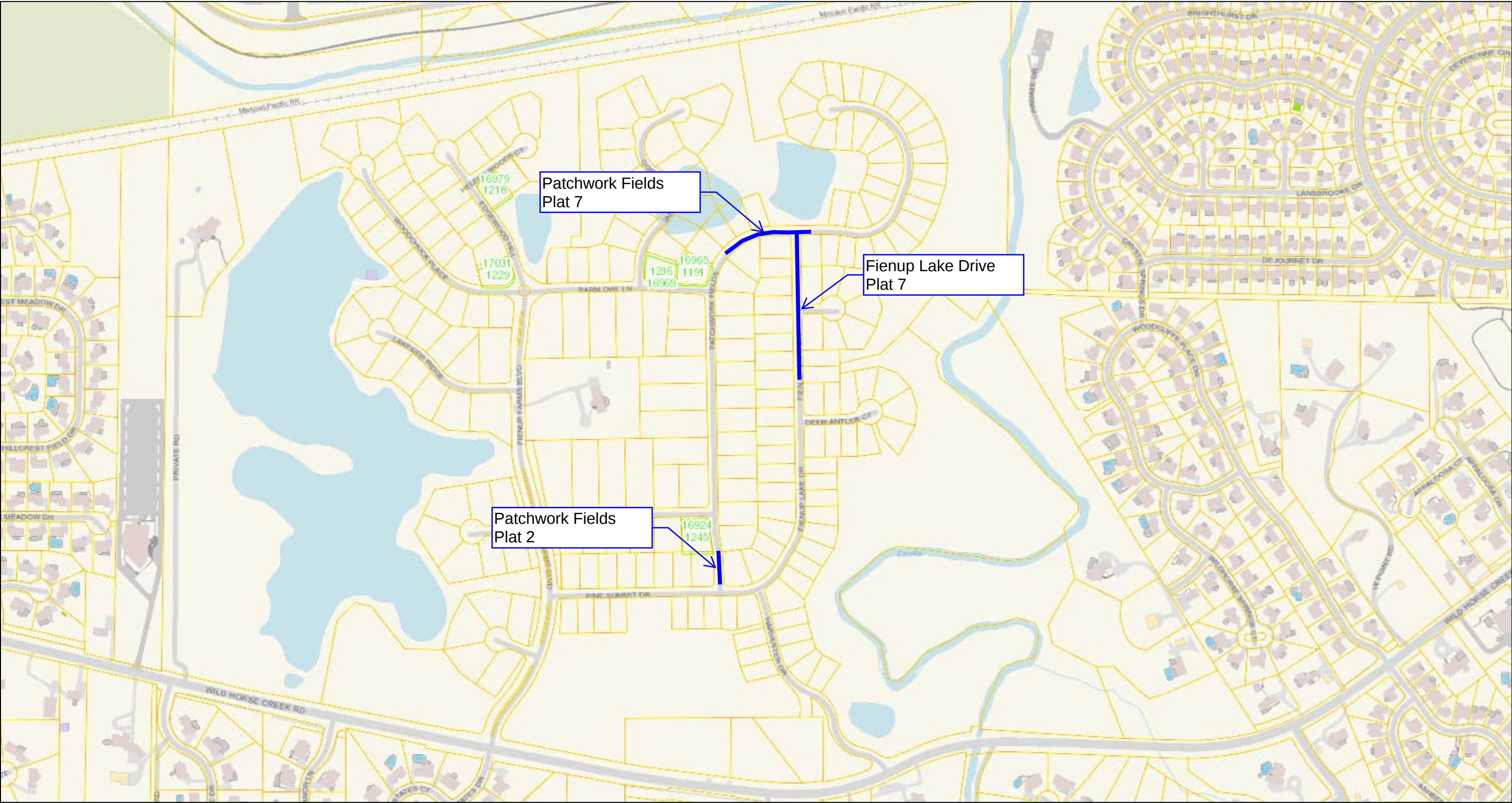
MAYOR

ATTEST:

CITY CLERK

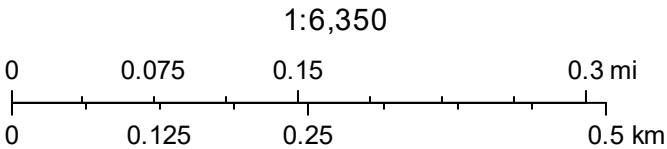
FIRST READING HELD:
01/18/2022

Fienup Farms Public Street Acceptance



12/28/2021, 11:47:50 AM

- Parcels
- Preliminary Parcels

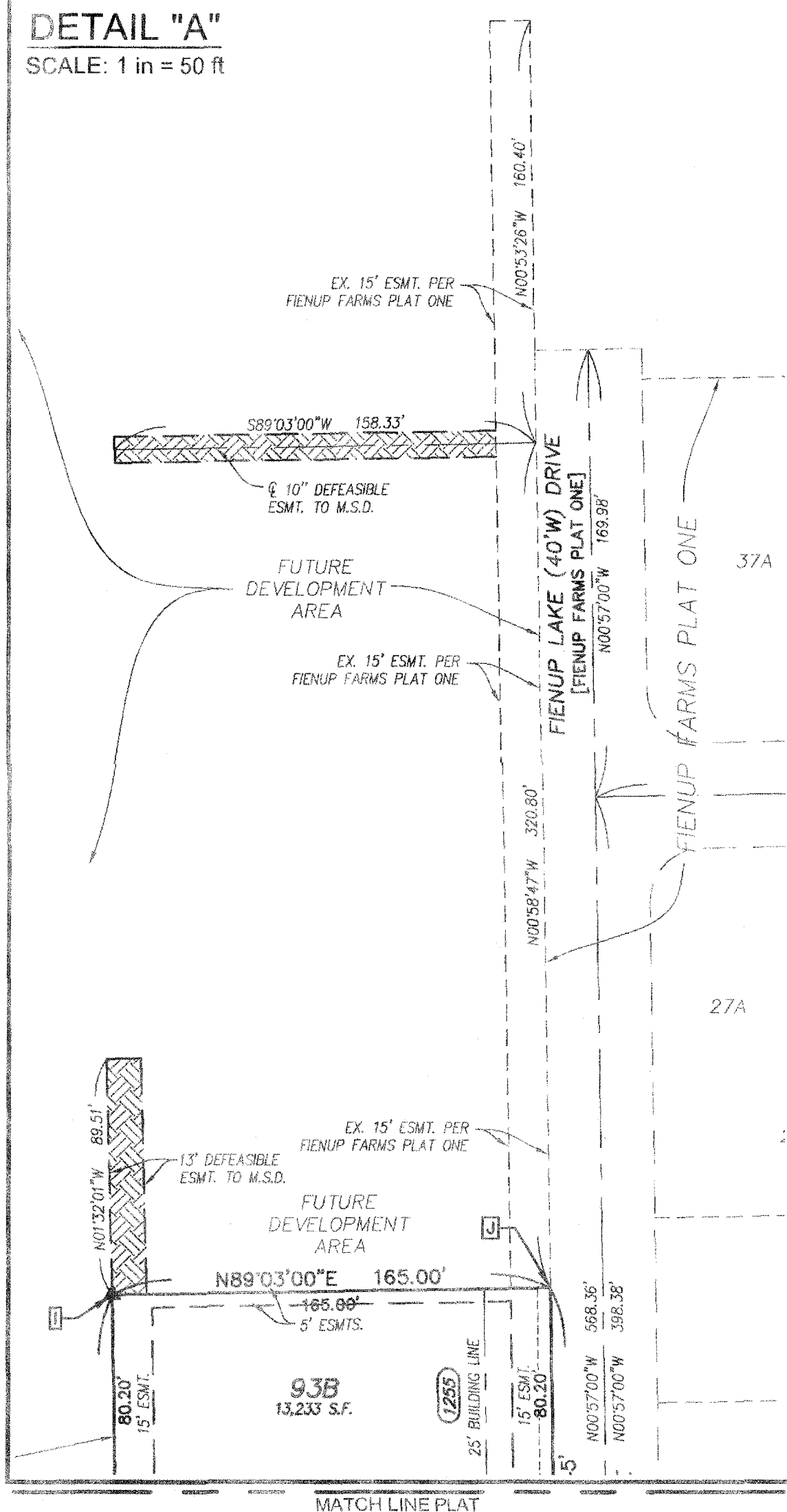


Esri, Inc., City of Chesterfield, Missouri

FIENUP FARMS PLAT TWO

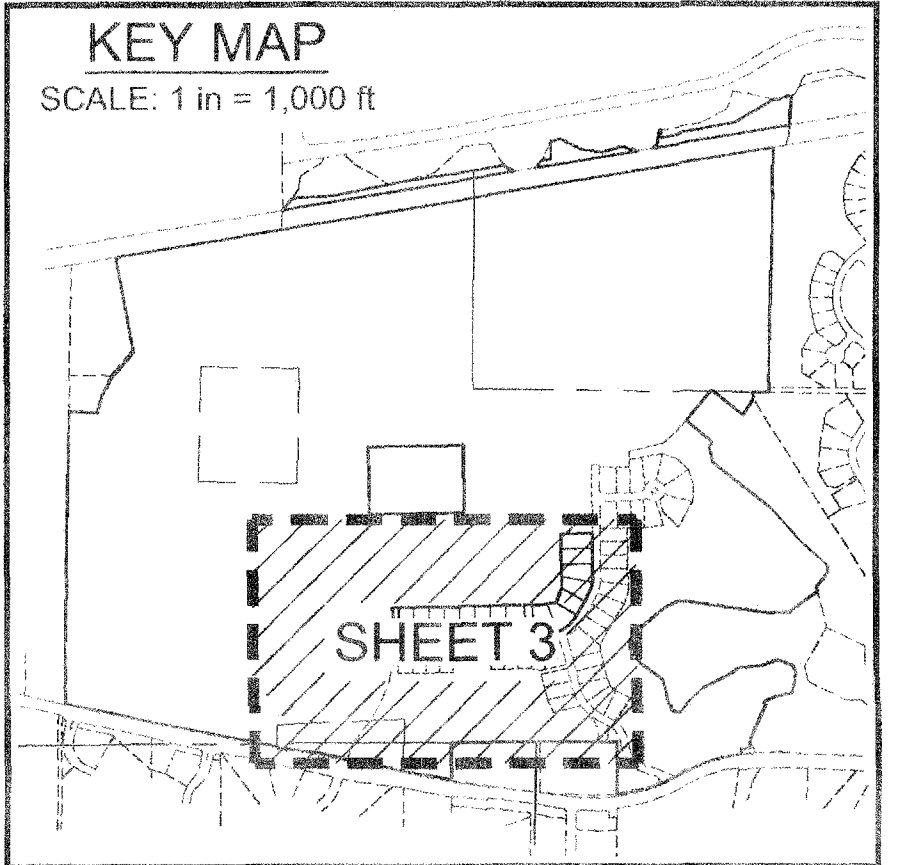
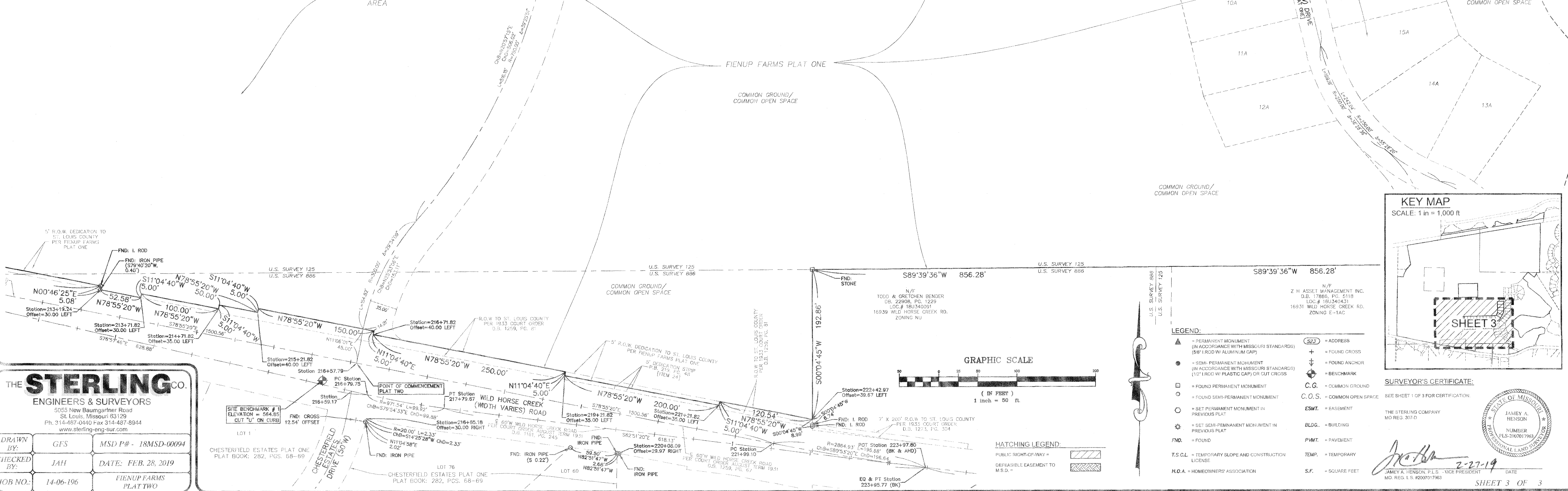
STATE PLANE COORDINATES	
NORTHING	EASTING
A 313291.040	241192.672
B 313296.969	241176.498
C 313336.621	241172.058
D 313339.373	241381.099
E 313341.183	241383.155
F 313338.670	241383.512
G 313343.765	241431.591
H 313366.794	241440.709
I 313453.149	241439.572
J 313453.811	241489.856
K 313389.068	241480.708
L 313352.146	241480.764
M 313320.789	241481.696
N 313294.106	241415.648
O 313293.919	241401.334
P 313299.934	241395.158
Q 313299.773	241382.968
R 313293.598	241376.954

DETAIL "A"
SCALE: 1 in = 50 ft



LINE TABLE		
LINE #	LENGTH	BEARING
L1	46.97	S89°03'00"W
L2	40.00	S89°03'00"W

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	DELTA
C1	31.13	20.00	N45°21'15"W	28.08°
C2	31.42	20.00	N45°57'00"W	28.28°
C3	31.42	20.00	S44°03'00"W	28.28°



THE STERLING CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph: 314-487-4840 Fax: 314-487-8944
www.sterling-eng-survey.com

DRAWN BY:	GFS	MSD P# - 18MSD-00094
CHECKED BY:	IAH	DATE: FEB. 28, 2019
JOB NO:	14-06-196	FIENUP FARMS PLAT TWO

LEGEND:

- PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS)
- SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS)
- FOUND PERMANENT MONUMENT
- FOUND SEMI-PERMANENT MONUMENT
- SET PERMANENT MONUMENT IN PREVIOUS PLAT
- SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT
- TEMPORARY SLOPE AND CONSTRUCTION LICENSE
- HOMEOWNERS' ASSOCIATION

GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft

HATCHING LEGEND:
PUBLIC RIGHT-OF-WAY
DEFEASIBLE EASEMENT TO M.S.D.

KEY:
= ADDRESS
= FOUND CROSS
= FOUND ANCHOR
= BENCHMARK
= COMMON GROUND
= COMMON OPEN SPACE
= EASEMENT
= BUILDING
= PAVEMENT
= TEMPORARY
= SQUARE FEET

SURVEYOR'S CERTIFICATE:
SEE SHEET 1 OF 3 FOR CERTIFICATION.

THE STERLING COMPANY
NO REG. 307-D

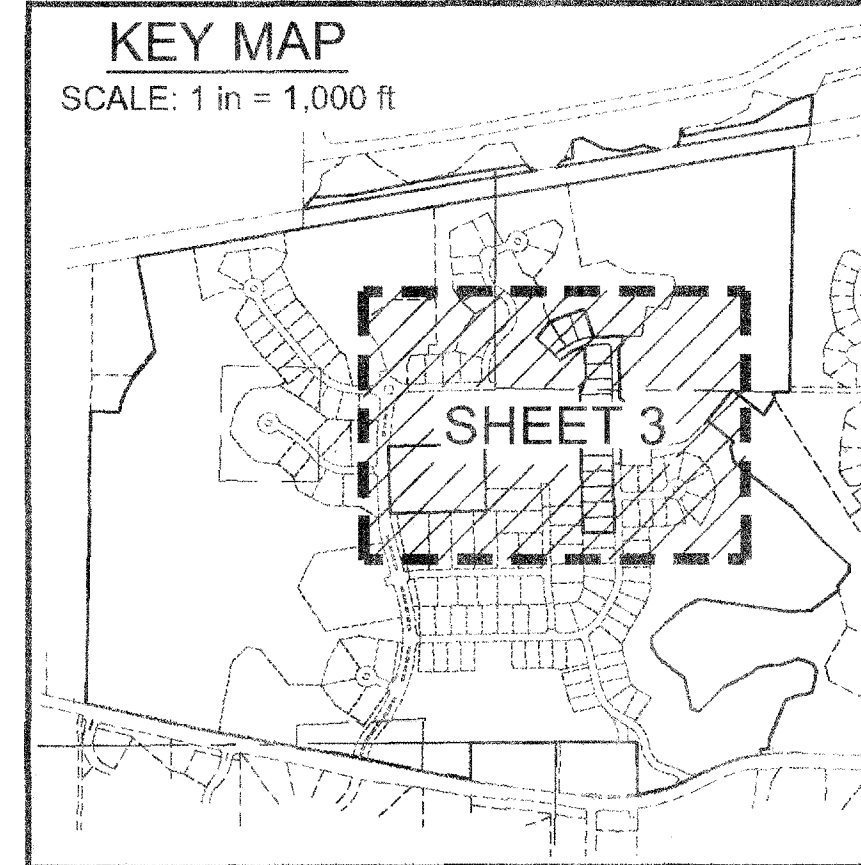
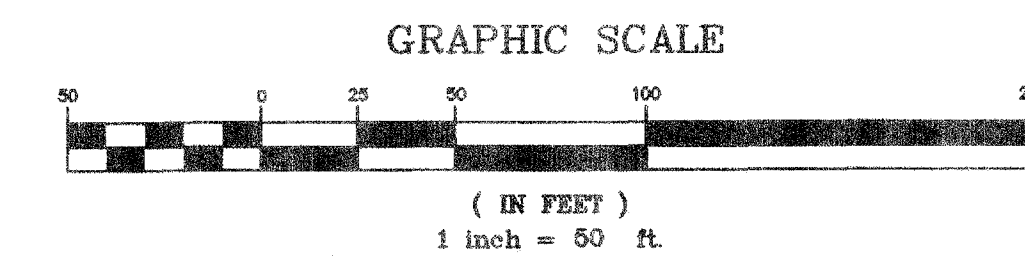
JAMIE A. HENSON, P.L.S. - VICE PRESIDENT
NO. REG. L.S. #200717983

DATE: 2-27-19

SHEET 3 OF 3

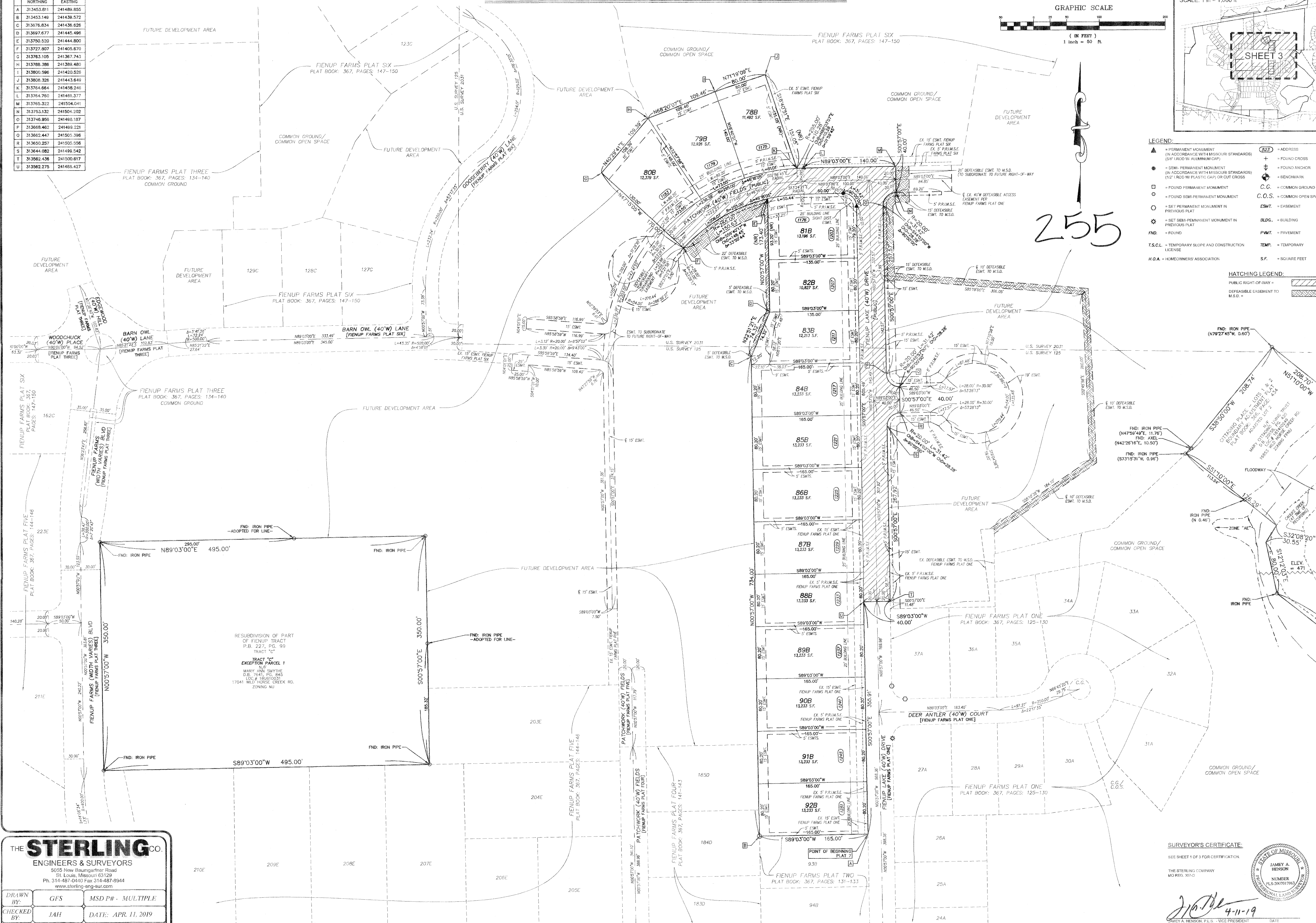
STATE PLANE COORDINATES		
	NORTHING	EASTING
A	313453.611	241489.855
B	313453.149	241439.572
C	313453.634	241436.626
D	313697.677	241445.496
E	313750.520	241444.800
F	313727.807	241405.670
G	313763.105	241367.743
H	313786.386	241389.480
I	313800.596	241420.526
J	313808.326	241443.649
K	313764.664	241458.246
L	313764.760	241461.377
M	313765.322	241504.041
N	313753.132	241504.202
O	313746.956	241468.187
P	313665.462	241469.221
Q	313662.447	241505.396
R	313650.257	241505.556
S	313644.082	241499.542
T	313562.436	241500.617
U	313562.275	241485.427

FIENUP FARMS PLAT SEVEN



- LEGEND:
- PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (5/8" IRON W/ ALUMINUM CAP)
 - SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (1/2" IRON W/ PLASTIC CAP OR CUT CROSS)
 - FOUND PERMANENT MONUMENT
 - FOUND SEMI-PERMANENT MONUMENT
 - SET PERMANENT MONUMENT IN PREVIOUS PLAT
 - SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT
 - FOUND
 - TEMPORARY SLOPE AND CONSTRUCTION LICENSE
 - H.O.A. = HOMEOWNERS ASSOCIATION
 - ADDRESS
 - FOUND CROSS
 - FOUND ANCHOR
 - BENCHMARK
 - C.G. = COMMON GROUND
 - C.O.S. = COMMON OPEN SPACE
 - ESMT. = EASEMENT
 - BLDG. = BUILDING
 - P.W.T. = PAVEMENT
 - TEMP. = TEMPORARY
 - S.F. = SQUARE FEET

- HATCHING LEGEND:
- PUBLIC RIGHT-OF-WAY =
 - DEFERRABLE EASEMENT TO M.S.D. =



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5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-487-0440 Fax 314-487-8944
www.sterling-eng-survey.com

DRAWN BY:	GFS	MSD P# - MULTIPLE
CHECKED BY:	JAH	DATE: APR. 11, 2019
JOB NO.:	14-06-196	FIENUP FARMS PLAT SEVEN

SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 3 FOR CERTIFICATION.

THE STERLING COMPANY
MO REG. 307-0

J. A. Henson
JAMES A. HENSON
NUMBER 15320701963
DATE 4-11-19
MO REG. 15.4200701963

SHEET 3 OF 3

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember Moore

Vice-Chair: Councilmember McGuinness

There are no Finance and Administration Committee action 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 Monday's meeting.

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember Mastorakos

Vice Chair: Councilmember Budoor.

The Parks, Recreation and Arts Committee met on Wednesday, January 12th at 5:30 pm. The only items on the agenda were the approval of minutes from the prior committee meeting and further review of the proposed location or locations for pickleball courts.

The Parks, Recreation and Arts Committee unanimously directed staff to look in alternative locations within Central Park to construct 2-4 pickleball courts, excluding the sites immediately adjacent to Chesterfield Parkway, and to also evaluate construction of pickleball courts at the west end of the Chesterfield Valley Athletic Complex. Staff is directed to return the site evaluations for both Central Park and the Athletic Complex together, as soon as practicable.

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 Monday's meeting.



PARKS, RECREATION AND ARTS COMMITTEE OF COUNCIL MEETING RESULTS

January 12, 2022

5:30 p.m.

City Hall Chambers

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

Those in attendance included:

Councilmember Mary Monachella, Ward I
Chairperson Mary Ann Mastorakos, Ward II
Councilmember Dan Hurt, Ward III
Councilmember Gary Budoor, Ward IV
Councilmember Michael Moore, Ward III
Councilmember Aaron Wahl, Ward II (arrival 6:03)

Also in attendance were:

Mayor Bob Nation
City Administrator, Michael Geisel
Director of Parks, Recreation & Arts, Tom McCarthy
Executive Assistant, Parks, Recreation & Arts, Ann-Marie Stagoski
17 residents

Agenda Item #1: Approval of Meeting Results

The meeting results of the December 8, 2021 Parks, Recreation & Arts Committee of Council Meeting were submitted for approval. Councilmember Monachella made a motion, seconded by Councilmember Budoor, to approve the meeting results. There being no discussion, the motion was passed by a voice vote of 4 to 0.

Agenda Item #2: Pickleball Court Location Discussion for Central Park – vote required

Chairperson Mastorakos recapped prior discussions of location possibilities for pickleball courts at Central Park. She appreciates the input and emails received. She stated that it's not a matter of if we'll have them or not but where we'll have them. A couple of points brought up:

There will be two courts in Logan Park this summer pending MSD resolution of issues. Council is being cognizant of the Parks Master Plan and when asked what residents wanted for recreational facilities, number one on the list was hiking and walking trails, number four on the list was green space and number 14 on the list was pickleball courts. They are trying to keep in perspective what all residents of Chesterfield desire and how the council can try to represent all the residents.

It was asked what year the Parks Master Plan was completed and Director McCarthy responded it was in 2019.

Chairperson Mastorakos stated that one plan for pickleball courts was in Central Park near the entrance. Several councilmembers felt it should remain green space. She suggested directing Parks staff to find space for 2-4 courts at Central Park and also explore additional courts at the Chesterfield Valley Athletic Complex (CVAC) west end. Amenities at CVAC include bathrooms, water fountains, pavilion, concession stands, picnic tables and lighting. The biggest issue with the Valley seems to be the wind and driving distance. She asks that Parks weigh in on what they could do to abate the wind issue at the CVAC. She is looking for realistic possibilities that could come back to the committee.

Councilmember Monachella agrees with Chairperson Mastorakos and realizes that there is a desire to have the courts quickly and that a large amount of money was spent on the land. She stated that her constituents elected her with the promise that she would provide green space and it's smarter to explore all options and go slower through the process.

Mayor Nation stated he has received many emails from the residents in support of pickleball courts in Central Park. He addressed Councilmember Monachella's comment on green space explaining that green space/open space is in our zoning ordinance. Open Space is required in our zoning code at a 35% minimum. For example, when a subdivision is developed they have common ground to meet this requirement. He felt responsible municipalities don't go out and spend one million dollars per acre to provide green space for their residents. When Louis Sachs passed away planning changed for the space. Thompson Thrift proposed something different on the space at Central Park across from the Amphitheater. When they withdrew their proposal, council purchased the property with the main idea to provide parking and not green space. We have since paid consultants to come up with a plan along with the Parks Department. The recommendation was to add 4-6 courts adjacent to the office building. He recapped the process to install courts and that there had been no stumbling blocks until the idea reached committee. He then read an email urging the passage of the proposal for pickleball courts at Central Park.

Councilmember Monachella clarified that she had been on council since 2018 and participated in Envision Chesterfield as well. She stated she would like courts in Central Park, just not at the entrance.

Mayor Nation stated that the location near the entrance at first seemed odd but after asking questions now believes that was the best location. There's a natural berm along the parkway that may make it less visible from the Parkway with a little landscaping.

Councilmember Hurt responded to the Mayor's comments stating that during the first Master Plan in the 90s that trails were on the top of the Master Plan then too. In the original plan we wanted more green space. The City tried unsuccessfully to get it from Mr. Sachs when he was alive. He refused and recommended that we go buy the Richmond Property and the City put in the Aquatic Center at that time. When Mr. Sachs passed away the land became available and we purchased it. He thinks the value of the land is how people perceive it. If other cities don't want to pay that much for green space then that is their choice. Councilmember Hurt stated he is not opposed to pickleball courts at Central Park but he doesn't think that the future entrance to the park is the best location. He feels green space has always been on council's mind. He feels the place to put them in is the Aquatic

Center parking lot even though it would affect parking. He felt time should be taken to design a complete plan for the park.

Mayor Nation responded to Councilmember Hurt's comments by stating that if the Richmond property was purchased for green space purposes it was turned into an Aquatic Center, not green space and what people talked about doing 20-30 years ago has changed and is not up to date.

Councilmember Budoor likes the proposal to start with 2-4 courts in Central Park and the City can add more in CVAC later if necessary. He didn't feel waiting a year to find a spot was necessary and that we should give something to the people and let them enjoy the game.

Chairperson Mastorakos requested a motion.

Councilmember Budoor moved to find a spot to put 2-4 courts in Central Park. There was no second.

Councilmember Hurt addressed City Administrator Geisel. He asked if we put in courts at that location would there be a problem knowing the lot would lose 4 spots per pickleball court plus some extra so if you put in two courts you'd lose 12 spaces.

City Administrator Geisel stated that he was not certain of the dimensions discussed but knew that during the peak summer season the parking lot was full, especially at the end being discussed. With pavilions being there, the parking there is also very desirable. Additionally, the parking lot is on a grade going from west to east so one side would have to be built up. We know we have a problem with parking for events. It could be done. It is a question of what council is willing to tolerate. We used to have no parking along Lydia Hill and Burkhardt Place but because we had so many complaints about parking we allowed parking on the one side. There is a parking problem intermittently. It can be done and it will have negative implications. It's a matter of priorities.

Councilmember Hurt feels that two courts can be put in the parking area and figure out parking situation later. 20X40 is the court dimensions and it would lose 12 parking spaces. That's the only way he would vote. He felt more time was needed to plan.

Chairperson Mastorakos would like to give the Parks Department more flexibility of location because there may be a space the committee is not aware of.

Chairperson Mastorakos moved to direct staff to look in Central Park for space for 2-4 courts other than at the entrance and bring back cost analysis of adding additional courts at CVAC taking into account the wind factors at both locations and bring back to committee as soon as possible. Councilmember Hurt seconded the motion.

Mayor Nation discussed the pool lot location and stated it is problematic because it has a pavilion, playground and pool and it is across from Monarch Trace. Councilmember Mastorakos clarified that that is why she is proposing that they come up with "some" space in Central Park.

Mayor Nation commented that we should provide the residents with something that keeps them active and putting it in Central Park is a central location and residents couldn't ride their bikes to play at the CVAC. Chairperson Mastorakos reminded him that the Parks study didn't specify a location for the courts. Director McCarthy said the consultants placed them at the proposed location because it was "pad ready".

Councilmember Budoor clarified whether location was addressed in the motion at hand.

Mayor Nation asked if Chairperson Mastorakos could ask why councilmembers were opposed to the location because residents would like to know.

Councilmember Monachella stated that she felt the eight acres was purchased for open space and for events. She felt that once we approved this there could be other groups such as cricket groups that could fill a meeting room with residents who wanted cricket or at one time there was a resident who asked for basketball courts. She felt like her green space is disappearing and she would rather wait and see what options were.

Councilmember Budoor is fine with the entrance location and doesn't see an issue with starting with 2-4 courts in the proposal.

Councilmember Hurt said he concurred with Councilmember Monachella. The original master plan had basketball courts in it and we never did that. He also felt that this location is across from our urban core. Also, because it doesn't have facilities there and the restrooms are 500 feet down the road residents would eventually want water and shade. He didn't feel the entrance was the location to do that and it should be in a location that already has those amenities. The City only bought the land in the last year and should develop the infrastructure in the appropriate manner. There are 50,000 people in the city and pickle ballers are 1.5% in the nation.

Chairperson Mastorakos completely supports pickleball in Central Park. She doesn't support them at the entrance. There is a rare opportunity to make the entrance as park like as possible. She is concerned that other requests will eat away at that space. She felt we should go slower on developing it. Only in passing was she talking about tournaments at the Valley and the revenue it could develop for the City but it is way down on the list of priorities.

A resident stated that the courts are 20X44 plus the space around them and then fencing so it would take away more spots that Councilmember Hurt discussed.

Councilmember Hurt clarified that 12 spots discussed was for 2 courts.

There being no further discussion, the motion was passed by a voice vote of 4 to 0.

Agenda Item #3: Unfinished Business

No unfinished business.

Agenda Item #4: New Business

No new business.

Agenda Item #5: Adjournment

There being no further business to discuss, Chairperson Mastorakos adjourned the meeting at 6:22 p.m.

Draft

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember DeCampi

Vice Chair: Councilmember Wahl

There are no Public Health and Safety Committee action 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 Monday's meeting.

REPORT FROM THE CITY ADMINISTRATOR & OTHER ITEMS REQUIRING ACTION BY CITY COUNCIL

Professional Services Contract – Main Circle Drive – Design Services –

I join with Director of Public Works\City Engineer Jim Eckrich in recommending authorization for a contract with Stock and Associates, in an amount not to exceed \$40,000, for the design of the missing roadway segment in Central Park.

As directed by Council, Staff is progressing with completing planned road improvements for Main Circle Drive, through the eight-acre tract adjacent to Central Park, acquired during 2020. Accordingly, Staff has negotiated a professional services contract with Stock and Associates, in an amount not to exceed \$40,000, for design services which are necessary to complete plans and specifications to apply for permits and ultimately build the remaining section of roadway. Stock and Associates was uniquely positioned for this work due to their survey and professional services previously completed for the prior owner of this project. The 2022 Budget includes \$1,597,379 in account 210-079-5480 for improvements to Central Park related to the property acquisition. **(Roll Call Vote) Department of Public Works recommends approval.**

OTHER LEGISLATION

Bill No. 3379 - Boundary Adjustment Plat - Spirit Valley Business Park

(Vermeer) – An ordinance providing for the approval of a Boundary Adjustment Plat for an 8.5-acre tract of land located southwest of the intersection of Spirit Valley East Drive and Olive Street (17W510136, 17W510125). **(First & Second Readings) Department of Planning recommends approval.**

Bill No. 3380 – Fifth Amendment to the Declaration of Trust and the Successor Trustee Agreement – In August of 2021, City Council approved terminating our Trustee agreement with Wells Fargo, since they had been acquired by another firm and no longer met the City’s “local presence” requirements. Since that time, we’ve been working with legal counsel to effect that change. A proposed bill has been prepared which approves an amendment to a Declaration of Trust in connection with the City’s outstanding certificates of participation and authorizing the execution of other documents. Given the very deliberate pace, lack of cooperation which we have received from the current trustee, and our need to transition immediately to the new trustee, I request a first and second reading of this bill. **(First & Second Readings) Finance Director & City Administrator recommend approval.**

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: January 3, 2022

RE: Main Circle Drive – Design Services

As you know, the 2022 Budget includes \$1,597,379 in account 210-079-5480 for improvements to Central Park related to the property acquisition. Part of the improvements contemplated include the extension of Main Circle Drive north from the roundabout to Veterans Place Drive. As detailed in the attached memorandum from Assistant City Engineer Zachary Wolff, the extension of this roadway will require engineering design services. Due to their previous work in this area, City Engineering Staff has determined that Stock and Associates is uniquely qualified to provide these services. Accordingly, City Engineering Staff has negotiated the attached contract, including scope and fee, with Stock and Associates. Once this contract is approved, Stock will promptly commence the necessary roadway design services.

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to approve a contract with Stock and Associates in an amount not to exceed \$40,000.

Concurrence: _____
Tom McCarthy, Director of Parks, Recreation, and Arts

Concurrence: *J. Kelly* _____
Jeanette Kelly, Director of Finance

Memorandum

Department of Public Works

TO: James A. Eckrich, PE – Director of Public Works /City Engineer

FROM: Zachary S. Wolff, PE
Assistant City Engineer *ZSW*

DATE: December 30, 2021

RE: 2021-PW-15 Main Circle Drive Improvements



As you are aware, in cooperation with the City Parks Department, we recently worked with Stock & Associates Consulting Engineers, Inc. (Stock & Associates) to provide an updated topographic survey for a portion of the recently acquired properties east of Central Park between Veterans Place Drive and Chesterfield Parkway south of Sachs Library. The purpose of the topographic survey was to determine if engineering design services would be needed to draft plans for construction of Main Circle Drive between the existing Main Circle Drive round-a-bout and Veterans Place Drive (see attached exhibit). Upon review of the updated topography and previous plans for Main Circle Drive it was apparent that engineering design services were warranted. The design services will specifically be able to account for potential storm sewer and utility coordination as well as provide final roadway design plans suitable for bidding. Stock & Associates had provided the City with easement exhibits and worked with developers on previous development proposals in this area. With that previous experience Staff determined that they were uniquely qualified to provide the City the necessary engineering design services.

A scope of services has been negotiated with Stock & Associates and corresponding fee of \$36,500.00 was determined. The Engineering Services Contract, including the scope of services and fee proposal, is attached to this memo.

I recommend requesting authorization to execute the attached Engineering Services Contract with Stock & Associates Consulting Engineers, Inc. to provide design services for the Main Circle Drive Improvement project in an amount not to exceed \$40,000.00. This amount includes a small contingency to allow for any unforeseen conditions and/or additional work that may be necessary to complete the design of this project.

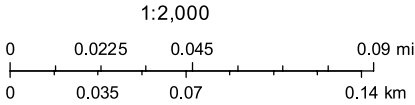
Attachments: Main Circle Drive Exhibit
Main Circle Drive Improvements Engineering Services Contract

Main Circle Drive



12/30/2021, 9:18:31 AM

- Parcels
- Preliminary Parcels



ENGINEERING SERVICES CONTRACT

This Contract (the "CONTRACT") is by and between the City of Chesterfield, hereinafter referred to as "CITY" and **Stock & Associates Consulting Engineers, Inc.**, hereinafter referred to as "CONSULTANT".

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

CITY and CONSULTANT hereby mutually agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The services covered by this CONTRACT shall include furnishing the professional, technical and other personnel necessary for **Main Circle Drive Improvements, 2021-PW-15** hereinafter referred to as the "PROJECT". CONSULTANT agrees to perform all those services described in Exhibit A, attached hereto, and made a part hereof, in accordance with the terms and conditions stated, such services being hereinafter referred to as the "WORK".

ARTICLE 2 – STANDARDS AND PERMITS

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

The CONSULTANT shall provide any additional information requested by the agencies, and shall revise the permit applications and/or plans, as required by the agencies, in order for the agencies to properly evaluate the permit applications.

ARTICLE 3 - FEES AND PAYMENT

1. For the services described in Exhibit A - Scope of Services, the CITY will pay and the CONSULTANT will accept as full compensation, actual costs of services and supplies based upon the rates provided in the Scope of Services, the total amount not to exceed: **Thirty Six Thousand Five Hundred** dollars (**\$36,500.00**).
2. Progress payments for services rendered shall be made monthly upon submission of a detailed invoice, in form reasonably satisfactory to the City Representative (as defined in Article 16 below) for work performed during the previous month. The CITY will make progress payments not later than (30) thirty days after receipt of acceptable invoices with appropriate documentation.

ARTICLE 4 - SUBCONTRACTING

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

ARTICLE 5 - RESPONSIBILITY OF CONSULTANT

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

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

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

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

ARTICLE 6 - TIME OF COMPLETION

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

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

ARTICLE 7 - INFORMATION BY THE CITY

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

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

ARTICLE 8 - INSURANCE REQUIREMENTS

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

1. General Liability: Commercial General Liability (Occurrence)

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

2. Automobile Liability: (Any Auto)

Combined Single Limit	\$1,000,000 each accident
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3. Excess/Umbrella Liability \$2,000,000

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

5. Professional Liability

	\$1,000,000 each claim
	\$2,000,000 aggregate

The Comprehensive General Liability policy shall be endorsed to cover the liability assumed by the CONSULTANT hereunder. To the extent permitted by law, the Said insurance shall be written by a company or companies licensed to do business in the State of Missouri. CONSULTANT shall name the CITY, its officers, officials, employees, and agents as additional insureds for general liability, automobile liability, and umbrella liability insurance policies required by the CONTRACT. Coverage under such policies shall be primary and non-contributory coverage with the Additional Insureds coverage being excess. Certificates evidencing such insurance shall be furnished the CITY prior to CONSULTANT commencing the work. The insurance evidenced by the certificate shall indicate that it will not be canceled or altered, except that it may be canceled or altered upon twenty days prior written notice thereof to the CITY. The certificate(s) must state the CITY as an additional insured on those policies applicable. The cost of such insurance shall be included in the CONSULTANT'S basic service fee.

ARTICLE 9 - INDEMNIFICATION

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

ARTICLE 10 - TERMINATION

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

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

ARTICLE 11 - OWNERSHIP OF DOCUMENTS

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

ARTICLE 12 - DECISIONS UNDER THIS AGREEMENT

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

ARTICLE 13 - EQUAL OPPORTUNITY CLAUSE

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

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

materials or equipment, each potential subcontractor or supplier shall be notified of the CONSULTANT'S obligations under this CONTRACT and the regulations relative to nondiscrimination on the ground of color, race, religion, sex, national origin or disability.

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

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

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

ARTICLE 14 - SUCCESSORS AND ASSIGNS

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

ARTICLE 15 - CHANGES

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

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

ARTICLE 16 - CITY REPRESENTATIVE

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

ARTICLE 17 - NOTICE

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

If to CONSULTANT:

Stock & Associates Consulting Engineers, Inc.
257 Chesterfield Business Parkway
St. Louis, MO 63005

Attn.: George Stock, P.E., President

If to CITY:

City of Chesterfield
690 Chesterfield Pkwy W
Chesterfield, MO 63017-0760

Attn.: James A. Eckrich, P.E., Public Works Director

ARTICLE 18- CHOICE OF LAW

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

ARTICLE 19 - CONFLICTS

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

ARTICLE 20 - SEVERABILITY

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

Executed by the CONSULTANT this _____ day of _____, 20____.

Executed by the CITY this _____ day of _____, 20____.

CITY OF CHESTERFIELD

**STOCK & ASSOCIATES
CONSULTING ENGINEERS, INC.**

Signature – Michael O. Giesel, PE

Signature -

City Administrator
Title

Title

ATTEST:

ATTEST:

Vickie McGownd, City Clerk

(SEAL)

(SEAL)



October 18, 2021

Updated: October 22, 2021

Updated: December 21, 2021

Via Email: (zwolff@chesterfield.mo.us)

City of Chesterfield
690 Chesterfield Pkwy W.
Chesterfield, MO 63017

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

Re: Professional Engineering Services for Approximately 700 Feet of Maincircle Drive @
Downtown Chesterfield Plat One P.B. 357, Pgs. 185-186, City of Chesterfield
(Stock Project No. 221-7124 Assoc. w/ 6572.1)

Dear Mr. Wolff

The following updated proposal is in response to your email dated 12/15/2021, we are pleased to offer the following Scope of Services. The improvements include the following: Civil Engineering Design, and Permitting of +/- 700 lineal feet of main line pavement. (See attached drawings)

SCOPE OF SERVICES:

A.) DESIGN SERVICES:

(Preliminary Design, Final Design and Deliverables)

1. Title sheet with legend, index, and location map.
2. Typical section sheet including street and parking details.
3. Reference tie sheet.
4. Plan and profile sheets of mainline and side roads on 24" X 36" sheets with a horizontal scale of 1 inch equal to 20 feet and a vertical scale of 1 inch equal to 5 feet. If additional Easements are needed prepare Easement Exhibits and Legal Descriptions.
5. Storm sewer pipe profile sheets at a horizontal scale of 1 inch equal to 20 feet and a vertical scale of 1 inch equal to 5 feet. Show existing and proposed utilities. Obtain approvals from MSD and City of Chesterfield and coordination with Utility Companies.
6. Hydraulic and design calculations and drainage map to be included in the plans, confirm existing Storm Sewer System is adequate. Design additional Storm sewers as necessary.
7. Cross sections at 50-foot intervals (maximum) plus all breaks in grade, and at street intersections,

257 Chesterfield Business Parkway, St. Louis, MO 63005

636.530.9100 – Main | 636.530.9130 – Fax

www.stockassoc.com | general@stockassoc.com

drawn with a horizontal and vertical scale of 1 inch equal to 5 feet. Show existing and proposed utilities and sewers, Roadway centerline, Right-of-Way. Show existing and proposed contours (grading) at two ft. (2') intervals, width, and pavement type (show this information on plan sheets also).

8. Design shall be in conformance with current ADA requirement for Pedestrian Walks.
9. Prepare an Engineer's Estimate of Quantities and Cost for road work for final design.
10. Prepare Striping Plan.
11. Attend meetings with the City of Chesterfield related to design.

FEE ESTIMATE

<u>Item</u>	<u>Fee</u>
A.) Design Services: (Preliminary Design & Final Design, and Deliverables)	\$ 36,500.00
B.) Construction Administration:	T.B.D.
Total Fee Estimate = \$ 36,500.00	

SCHEDULE

1. Assumes N.T.P.: 1/19/2022
2. Design Documents for Permit: 5/2/2022

SPECIAL CONDITIONS

- 1.) Should any additional services beyond the scope of this contract be required by the Client, fees for those services will be established from the 2022 Schedule of Professional Services.
- 2.) This proposal excludes any offsite road widening, and/or utility and sewer extensions or upgrades (offsite). Should any of these services be required, we will provide a fee proposal once a scope of services is established.
- 3.) This proposal assumes the following Project Consultants shall work direct for client: Geotechnical/Environmental Engineers, Landscape Architect, Fire Protection Engineer, and M.E.P. Engineers. Stock & Associates shall collaborate and coordinate with all owner Consultants and Team Members.
- 4.) Invoices for the services rendered will be submitted monthly on a "Time & Material" basis. Payment on invoices is due within 30 days of receipt. Invoices not paid will accrue interest at 1-1/2% per month.
- 5.) CONSTRUCTION STAKING & POST CONSTRUCTION AS-BUILT SURVEY:
Fees will be determined at time of requested staking. These fees will be based on a 2-man crew with an hourly rate of \$195.00/hour plus office calculations @ \$175.00/hour.

EXHIBIT "A"

**SCHEDULE OF PROFESSIONAL FEES
AND OTHER RELATED
PROFESSIONAL SERVICES
JANUARY 2022**

OFFICE PERSONNEL

CLERK	\$ 80.00	PROJECT ENGINEER I	\$160.00
ADMINISTRATIVE ASSISTANT	95.00	PROJECT ENGINEER II	165.00
TECHNICIAN I	110.00	PROJECT MANAGER I	180.00
TECHNICIAN II	115.00	PROJECT MANAGER II	185.00
C.A.D. DESIGNER I	125.00	ASSOCIATE	200.00
C.A.D. DESIGNER II	135.00	SENIOR ASSOCIATE	210.00
		PROFESSIONAL LAND SURVEYOR	165.00
		SENIOR PROFESSIONAL LAND SURVEYOR	175.00
		PRINCIPAL	290.00
		EXPERT WITNESS	400.00

FIELD PERSONNEL

FIELD TECHNICIAN	\$ 135.00	3-MAN CREW	\$ 200.00
FIELD ENGINEER	\$ 145.00	2-MAN CREW	\$ 195.00
		1-MAN CREW-G.P.S./Robotic	\$ 175.00

EXPENSES

MILEAGE	\$0.60/MILE
SUB-CONTRACTOR	COST + 10%
PRINTS	\$.35/SQ.FT
XEROX MYLAR	\$4.00/SQ.FT
XEROX SCAN/VELLUM	\$2.25/SHEET

GENERAL CONDITIONS

Reimbursable Expenses

For the convenience of the Client in expediting the process of the project, reimbursable expenses incurred are paid for by Stock and Associates. These expenses include, but are not limited to such items as blueprinting, variance fees, grading permits, recording fees for easements, record plats, courier fees, non-local telephone and travel expenses. Normally, if an individual item exceeds \$100.00, a Client check will be required. Items paid for by Stock and Associates will be billed to the client at cost plus eight percent (8%).

Expenses such as slides, computer services, photocopying, microfilm prints, local telephone, survey materials, etcetera, are included in the fees for professional services as shown.

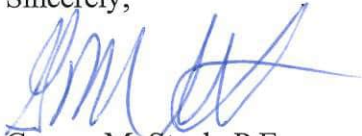
Should we, for any reason, not be able to substantially complete our services stated herein within one (1) year of this proposal, the fees for the work remaining will increase eight (8) percent.

This proposal may not be assigned or transferred to any other party without written consent from us.

If the above scope of services, fees and conditions are acceptable, please sign one copy and return it to this office. We shall begin work upon receipt of the signed proposal.

Thank you for considering Stock and Associates Consulting Engineers, Inc., we look forward to being able to serve you on this project.

Sincerely,



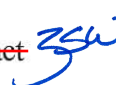
George M. Stock, P.E.
President

ACCEPTED BY: _____

Print Name and Title

DATE: _____

CC: Mr. Dan Stock, C.F.O.

Enclosures: ~~City Email Dated 12/15/2021~~
~~City of Chesterfield Engineering Services Contract~~ 

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

JW

Date: January 18, 2022

RE: **Spirit Valley Business Park (Vermeer), Boundary Adjustment Plat:** A Boundary Adjustment Plat for an 8.5-acre tract of land located southwest of the intersection of Spirit Valley East Drive and Olive Street (17W510136, 17W510125).

Summary

Stock and Associates, on behalf of DSS, LLC, has submitted a request for a Boundary Adjustment Plat for an 8.5-acre tract of land. This tract of land includes the 2.027 acre parcel addressed as 631 Spirit Valley East Drive (Lot 13) and 6.5 acres of 621 Spirit Valley East Drive (Lot 15), both are part of the Spirit Valley Business Park subdivision.

The purpose of this Boundary Adjustment Plat is to remove a lot line between two lots of Spirit Valley Business Park Subdivision to combine the lots.

Attachments: Boundary Adjustment Plat, Legislation



Figure 1: Subject Site Aerial

BILL NO. 3379

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR AN 8.5-ACRE TRACT OF LAND LOCATED SOUTHWEST OF THE INTERSECTION OF SPIRIT VALLEY EAST DRIVE AND OLIVE STREET ROAD (17W510136, 17W510125).

WHEREAS, Stock and Associates has submitted for review and approval a Boundary Adjustment Plat for the above referenced properties located southwest of the intersection of Spirit Valley East Drive and Olive Street Road; and,

WHEREAS, the purpose of the Boundary Adjustment Plat is to adjust the boundary line between Lot 13 (Spirit Valley Business Park subdivision) and Lot 15 (Spirit Valley Business Park subdivision) to create one larger lot for Lot 15; and,

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

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

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

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

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

Passed and approved this _____ day of _____, 2022.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 01/18/2022

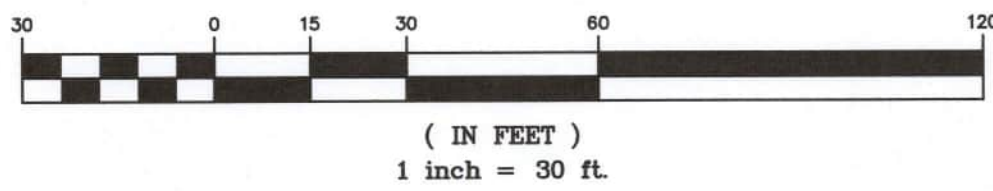


LOT CONSOLIDATION PLAT OF ADJUSTED LOTS 13 AND 15 OF SPIRIT VALLEY BUSINESS PARK AS RECORDED IN PLAT BOOK 356, PAGE 177 LOCATED IN U.S. SURVEYS 153 AND 368, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, LOUIS COUNTY, MISSOURI

ABBREVIATIONS

C.O.	-	CLEANOUT
D.B.	-	DEED BOOK
FT.	-	FEET
FND.	-	FOUND
N/F.	-	NOW OR FORMERLY
P.B.	-	PLAT BOOK
P.G.	-	PAGE
P.O.B.	-	POINT OF BEGINNING
P.O.C.	-	POINT OF COMMENCEMENT
SQ.	-	SQUARE
(88'W)	-	RIGHT-OF-WAY WIDTH
()	-	RECORD INFORMATION

GRAPHIC SCALE



LEGEND

- BENCH MARK
- FOUND IRON ROD
- FOUND IRON PIPE
- RIGHT OF WAY MARKER
- SET IRON ROD

OWNER'S CERTIFICATION

The undersigned, owner of the tract of land herein platted and further described in the surveyor's certificate set forth below, has caused the same to be surveyed and Consolidated in the manner shown on this plat, which subdivision shall be known as:

"CONSOLIDATION PLAT OF LOTS 13 AND 15 OF SPIRIT VALLEY BUSINESS PARK"

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

Two (2) permanent monuments for each block created, and semi-permanent monuments at all lot corners will be set within twelve (12) months after the recording of this Consolidation Plat, in accordance with 20 CSR 2030-16 of the Department of Insurance, Financial Institutions and Professional Registration. In addition, other survey monuments indicated on this subdivision plat, required by the Subdivision Ordinance of the City of Chesterfield, Missouri, will be set.

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

DSS, LLC,
a Illinois limited liability company

By: _____

Print Name: _____

Print Title: _____

STATE OF _____)

COUNTY OF _____) SS

On this ____ day of _____, 20__, before me appeared _____ to me personally known, who being by me duly sworn, did say that he/she is the _____ of DSS, LLC, an Illinois limited liability company, and that said instrument was signed on behalf of said limited liability company and he/she acknowledges said instrument to be the free act and deed of said limited liability company.

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

By: _____

Print Name: _____

My Commission Expires: _____

EXHIBIT 1

The undersigned Owner and Holder of Note as secured by Deed of Trust recorded in Book _____ Page _____ of the records of the Recorder of Deeds Office in S. Louis County, Missouri does hereby join in and approve the foregoing Consolidation Plat as shown hereon.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed our corporate seal this ____ day of _____, 20__.

By: _____

Print Name: _____

Print Title: _____

STATE OF MISSOURI)

COUNTY OF _____) SS

On this ____ day of _____, 20__, before me appeared _____ to me personally known, who, being by me first duly sworn, did say that he/she is the _____ of _____, a national banking association, and that said instrument was signed in behalf of said national banking association, by authority of its _____, and said _____ acknowledged said instrument to be the free act and deed of said national banking association.

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

By: _____

Notary Public

Print Name: _____

My Commission Expires: _____

NOTES:

1. Basis of Bearings: Plat Book 356, Page 177.

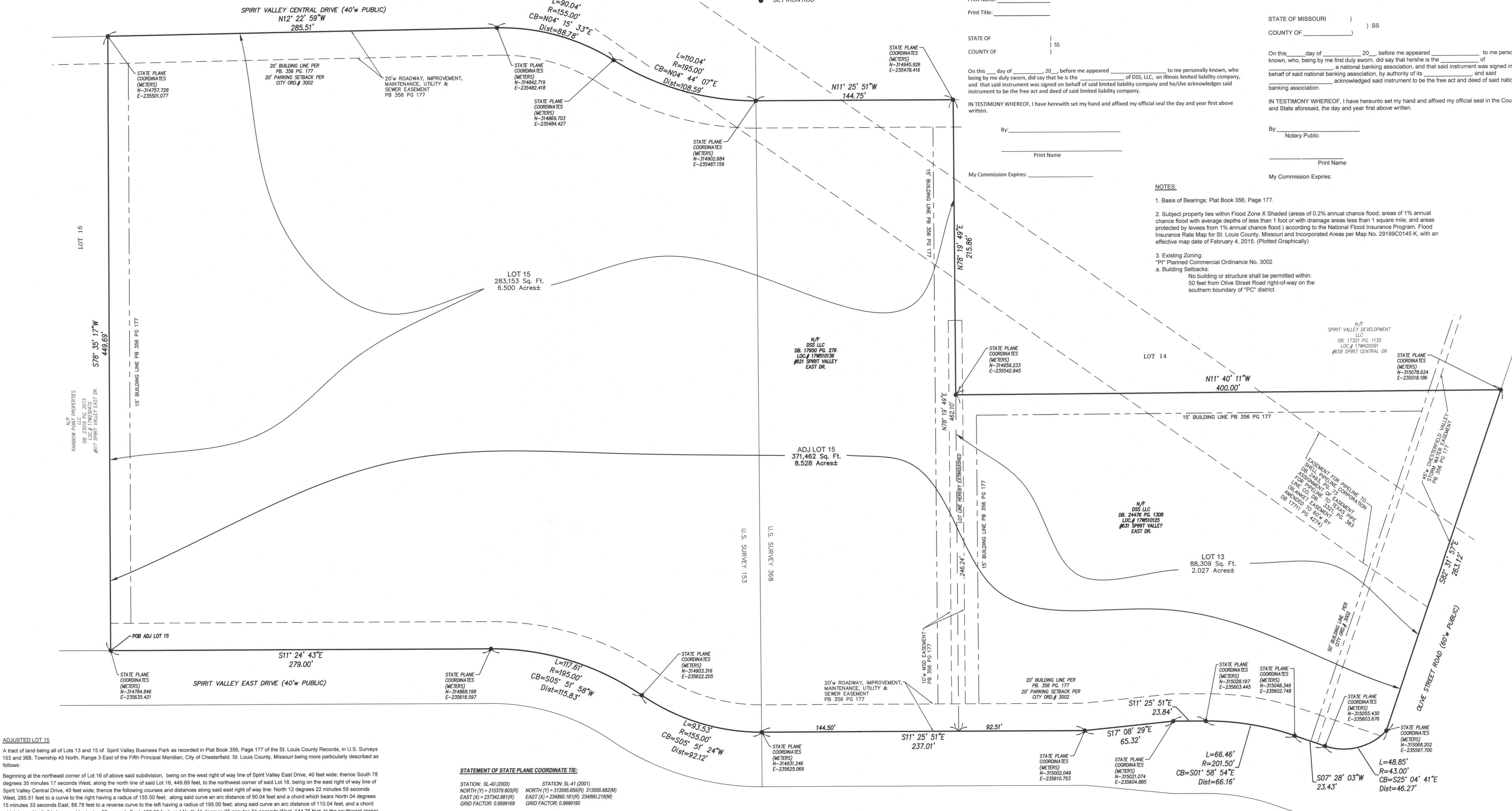
2. Subject property lies within Flood Zone X Shaded (areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from 1% annual chance flood.) according to the National Flood Insurance Program, Flood Insurance Rate Map for St. Louis County, Missouri and Incorporated Areas per Map No. 29189C0145 K, with an effective map date of February 4, 2015. (Plotted Graphically)

3. Existing Zoning:

"P" Planned Commercial Ordinance No. 3002

a. Building Setbacks:

No building or structure shall be permitted within: 50 feet from Olive Street Road right-of-way on the southern boundary of "P-C" district.



ADJUSTED LOT 15

A tract of land being all of Lots 13 and 15 of Spirit Valley Business Park as recorded in Plat Book 356, Page 177 of the St. Louis County Records, in U.S. Surveys 153 and 368, Township 45 North, Range 3 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at the northeast corner of Lot 16 of above said subdivision, being on the west right of way line of Spirit Valley East Drive, 40 feet wide; thence South 78 degrees 35 minutes 17 seconds West, along the north line of said Lot 16, 449.69 feet, to the northwest corner of said Lot 16, being on the east right of way line of Spirit Valley Central Drive, 40 feet wide; thence the following courses and distances along said east right of way line: North 12 degrees 22 minutes 59 seconds West, 285.51 feet to a curve to the right having a radius of 155.00 feet; along said curve an arc distance of 90.04 feet and a chord which bears North 04 degrees 15 minutes 33 seconds East, 88.78 feet to a reverse curve to the left having a radius of 195.00 feet; along said curve an arc distance of 110.04 feet, and a chord which bears North 04 degrees 14 minutes 07 seconds East, 108.59 feet; and North 11 degrees 25 minutes 51 seconds West, 144.75 feet, to the southwest corner of Lot 14 of above said subdivision; thence North 78 degrees 19 minutes 49 seconds East, 215.86 feet, and North 11 degrees 40 minutes 11 seconds West, 400.00 feet, along the south and east lines of said Lot 14, to the south right of way line of Olive Street Road, 60 feet wide; thence South 82 degrees 31 minutes 57 seconds East, along said south right of way line, 263.12 feet to the west right of way line of above said Spirit Valley East Drive, being on a curve to the right having a radius of 43.00 feet; thence the following courses and distances along said west right of way line: along said curve to the right an arc distance of 48.85 feet and a chord which bears South 25 degrees 04 minutes 41 seconds East, 46.27 feet; South 07 degrees 28 minutes 03 seconds West, 23.43 feet to a curve to the left having a radius of 201.50 feet; along said curve an arc distance of 66.46 feet and a chord which bears South 01 degree 58 minutes 54 seconds East, 66.16 feet; South 11 degrees 25 minutes 51 seconds East, 23.84 feet; South 17 degrees 08 minutes 29 seconds East, 65.32 feet; South 11 degrees 25 minutes 51 seconds East, 237.01 feet to a curve to the right having a radius of 155.00 feet; along said curve an arc distance of 93.53 feet and a chord which bears South 05 degrees 51 minutes 24 seconds West, 92.12 feet to a reverse curve to the left having a radius of 195.00 feet; along said curve an arc distance of 117.61 feet and a chord which bears South 05 degrees 51 minutes 58 seconds West, 115.83 feet; and South 11 degrees 24 minutes 43 seconds East, 279.00 feet, to the POINT OF BEGINNING.

Containing 371,462 square feet or 8.528 acres, more or less.

EXISTING LOTS

Lot 13 of Spirit Valley Business Park, a subdivision according to the plat there of as recorded in Plat Book 356, Page 177 of the St. Louis County Records.

Lot 15 of Spirit Valley Business Park, a subdivision according to the plat there of as recorded in Plat Book 356, Page 177 of the St. Louis County Records.

STATEMENT OF STATE PLANE COORDINATE TIE:

STATION: SL-40 (2000) NORTH (Y) = 315379.803(R) EAST (X) = 237342.881(R) GRID FACTOR: 0.9999169
STATION: SL-41 (2001) NORTH (Y) = 315395.655(R) EAST (X) = 234890.181(R) GRID FACTOR: 0.9999190

NOTE: 1 METER = 3.28083333 FEET

ALL STATE PLANE COORDINATES ARE IN METERS.

Project Grid Factor of 0.99991795 established by averaging the Grid Factor for SL-40 and SL-41.

Station SL-40 to SL-41 Grid Azimuth = South 53 Degrees 58 Minutes 01 Seconds West

The Missouri Coordinate System of 1883 East Zone Coordinate Values reported hereon were determined based upon a field traverse during August, 2007 using a Trimble 4800 GPS receivers, and that in my professional opinion, as a land surveyor registered in the State of Missouri, the reported State Plane Coordinates meet the current Missouri Minimum Standards for Property Boundary Surveys (20 CSR 2030-16). The grid bearing along the Easterly line on this plat is found to be South 11 degrees 25 minutes 51 seconds East. The grid bearing from SL-40 to the Southeast corner on this plat is South 70 degrees 47 minutes 22 seconds West 1808.146 meters with the scale factor applied.

This statement of State Plane Coordinate Tie is in reference to the recorded subdivision Plat of SPIRIT VALLEY BUSINESS PARK per Plat Book 356 Page 177.

This is to certify that "CONSOLIDATION PLAT OF LOTS 13 AND 15 SPIRIT VALLEY BUSINESS PARK" was approved by the City Council for the City of Chesterfield by Ordinance No. _____, 20__, and thereby authorizes the recording of this Boundary Adjustment Plat with the Office of the St. Louis County Recorder of Deeds.

Bob Nation, Mayor

Vickie McGownd, City Clerk

SURVEYOR'S CERTIFICATION

This is to certify that Stock and Associates Consulting Engineers, Inc. have, during October, 2021, by order of and for the use of ACI Boland, executed a Property Boundary Survey and Consolidation Plat of a tract of land being Lots 13 and 15 of Spirit Valley Business Park as recorded in Plat Book 356, Page 177 of the St. Louis County Records, located in U.S. Surveys 153, and 369, Township 45 North, Range 3 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and that the results of said survey and Consolidation Plat are shown hereon. We further certify that the above plat was prepared from an actual survey, according to the records available and recorded, and said survey meets or exceeds the current standards for Property Boundary Surveys for "Class Urban Property" as defined in Chapter 16, Division 2030 Missouri Minimum Standards for Property Boundary Surveys as adopted by the Missouri Board of Architects, Professional Engineers, Professional Land Surveyors, and Landscape Architects.

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

By: Walter J. Pfeiffer 11/03/21
Walter J. Pfeiffer, Missouri P.L.S. No. 2008-000728

PREPARED FOR:

ACI Boland
17107 Chesterfield Airport Rd
Suite 110
Chesterfield MO 63005

PREPARED BY:

CONSOLIDATION PLAT

LOTS 13 AND 15

SPIRIT VALLEY CENTRAL DRIVE
CHESTERFIELD, MO.



WALTER J. PFEIFFER, L.S.
MO. P.L.S. # 2008-000728
CERTIFICATE OF AUTHORITY
LC-222-D

REVISIONS:

1 0000000000

DRAWN BY: NPW	CHECKED BY: W.J.P.
DATE: 10-26-2021	JOB NO: 207-4062-5
M.S.D. P.#:	BASE MAP #:
S.L.C. HNT #:	HNT S.U.P. #:
M.D.A.R. #:	
SHEET TITLE:	
CONSOLIDATION PLAT	
SHEET NO.:	
SHEET #1	

**AN ORDINANCE APPROVING AN AMENDMENT TO A
DECLARATION OF TRUST IN CONNECTION WITH THE CITY'S
OUTSTANDING CERTIFICATES OF PARTICIPATION AND
AUTHORIZING THE EXECUTION OF OTHER DOCUMENTS IN
CONNECTION THEREWITH.**

WHEREAS, as part of a lease/purchase arrangement to finance and refinance the costs of various capital improvements for the City, Wells Fargo Bank, N.A., as trustee (the "Current Trustee"), executed a Declaration of Trust dated as of December 1, 2008 (the "Original Declaration"), as amended and supplemented by a First Supplemental Declaration of Trust dated as of September 1, 2009 (the "First Supplemental Declaration"), as further amended and supplemented by a Second Supplemental Declaration of Trust dated as of September 1, 2014 (the "Second Supplemental Declaration"), as further amended and supplemented by a Third Supplemental Declaration of Trust dated as of April 1, 2016 (the "Third Supplemental Declaration"), and as further amended and supplemented by a Fourth Supplemental Declaration of Trust dated as of October 1, 2020 (the "Fourth Supplemental Declaration" and collectively with the Original Declaration, the First Supplemental Declaration, the Second Supplemental Declaration and the Third Supplemental Declaration, the "Declaration"), resulting in the delivery by the Trustee of Refunding Certificates of Participation (City of Chesterfield, Missouri, Lessee), Series 2016 (the "Series 2016 Certificates"), Certificates of Participation (City of Chesterfield, Missouri, Lessee), Series 2020A (the "Series 2020A Certificates") and Taxable Refunding Certificates of Participation (City of Chesterfield, Missouri, Lessee), Series 2020B (the "Series 2020B Certificates" and together with the Series 2016 Certificates and the Series 2020A Certificates, the "Certificates"); and

WHEREAS, the City Council hereby finds and determines that it is necessary and desirable to effect the removal of the Current Trustee as trustee, paying agent and registrar and the substitution and appointment of BOKF, N.A. (the "Successor Trustee") as successor trustee, paying agent and registrar for each series of the Certificates; and

WHEREAS, in order to facilitate the removal of the Current Trustee and replace the Current Trustee with the Successor Trustee, the City desires to consent to the amendment of the Declaration, and to enter into certain documents and take certain other actions in connection therewith.

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

Section 1. Removal of Current Trustee. The City hereby authorizes the removal of the Current Trustee, as trustee, paying agent and registrar and authorizes the substitution and appointment of the Successor Trustee, as successor trustee, paying agent and registrar for each series of the Certificates effective on February 1, 2022 (the "Effective Date") or such other date as shall be mutually agreed upon by the City, the Current Trustee and the Successor Trustee.

Section 2. Approval of Documents. The City Council hereby approves the following documents, in substantially the forms presented to and reviewed by the City Council at this meeting with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

(a) Fifth Supplemental Declaration of Trust executed by the Trustee (attached to this Ordinance as **Exhibit A** and incorporated herein).

(b) Successor Trustee Agreement among the Current Trustee, the Successor Trustee and the City (attached to this Ordinance as **Exhibit B** and incorporated herein).

Section 3. Execution of Documents. The City is hereby authorized to enter into and the Mayor and City Administrator are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the Consent to the Fifth Supplemental Declaration of Trust and the Successor Trustee Agreement. The City Clerk is hereby authorized to attest to such documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4. Further Authority. The City will, and the officials and agents of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 5. Effective Date. This Ordinance shall take effect and be in full force immediately after its passage by the City Council and approval by the Mayor.

Passed and approved this 18th day of January, 2022.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD:

EXHIBIT A

FIFTH SUPPLEMENTAL DECLARATION OF TRUST

[On file in the office of the City Clerk]

FIFTH SUPPLEMENTAL DECLARATION OF TRUST

by

**WELLS FARGO BANK, N.A.,
as Trustee**

Dated as of January 1, 2022

FIFTH SUPPLEMENTAL DECLARATION OF TRUST

THIS FIFTH SUPPLEMENTAL DECLARATION OF TRUST (this “Fifth Supplemental Declaration of Trust”), dated as of January 1, 2022, is made by **WELLS FARGO BANK, N.A.**, a national banking association organized and existing under the laws of the United States of America, as settlor and trustee (the “Trustee”).

RECITALS:

1. The City of Chesterfield, Missouri (the “City”) and the Trustee entered into a Base Lease dated as of December 1, 2008 (the “Base Lease”), pursuant to which the City leased to the Trustee the real property described on Schedule 1 to the Base Lease, including the existing improvements thereon (the “Real Property”).

2. The Trustee and the City entered into a Lease Purchase Agreement dated as of December 1, 2008 (the “Original Lease”), pursuant to which the Trustee leased to the City the Real Property and the hereinafter-defined Original Project located thereon (together, the “Leased Property”), in consideration of Basic Rent (as defined therein) and subject to the other terms and conditions contained therein.

3. In order to provide funds to pay the costs of the Original Project, the Trustee executed a Declaration of Trust dated as of December 1, 2008 (the “Original Declaration of Trust”), under which the Trustee delivered \$4,720,000 original principal amount of Certificates of Participation (City of Chesterfield, Missouri, Lessee), Series 2008 (the “Series 2008 Certificates”) to provide funds to pay (a) a portion of the costs of renovating and improving the City’s Central Park and the Chesterfield Valley Athletic Complex (the “Series 2008 Project”), and (b) certain costs in connection with the execution and delivery of the Series 2008 Certificates.

4. The Trustee entered into a First Supplemental Declaration of Trust dated as of September 1, 2009 (the “First Supplemental Declaration of Trust”) under which the Trustee delivered (a) \$4,550,000 principal amount of Certificates of Participation (City of Chesterfield, Missouri, Lessee), Series 2009A (the “Series 2009A Certificates”), and (b) \$5,695,000 principal amount of Taxable Certificates of Participation (City of Chesterfield, Missouri, Lessee) (Build America Bonds – Direct Payment to City), Series 2009B (the “Series 2009B Certificates” and together with the Series 2009A Certificates, the “Series 2009 Certificates”) to provide funds to pay (a) additional costs of the Series 2008 Project and (b) the costs of delivering the Series 2009 Certificates.

5. The City and the Trustee entered into a First Supplemental Lease Purchase Agreement dated as of September 1, 2009 (the “First Supplemental Lease”) pursuant to which the Original Lease was amended in order to revise the amount of the Basic Rent payable thereunder upon the terms and conditions set forth therein.

6. The Trustee entered into a Second Supplemental Declaration of Trust dated as of September 1, 2014 (the “Second Supplemental Declaration of Trust”) under which the Trustee delivered \$8,600,000 original principal amount of Refunding Certificates of Participation (City of Chesterfield, Missouri, Lessee), Series 2014 (the “Series 2014 Certificates”) to provide funds to (a) currently prepay all of the then outstanding Series 2009 Certificates and (b) pay the costs of delivering the Series 2014 Certificates.

7. The City and the Trustee entered into a Second Supplemental Lease Purchase Agreement dated as of September 1, 2014 (the “Second Supplemental Lease”) pursuant to which the Original Lease

was amended in order to revise the amount of the Basic Rent payable thereunder upon the terms and conditions set forth therein.

8. The Trustee entered into a Third Supplemental Declaration of Trust dated as of April 1, 2016 (the “Third Supplemental Declaration of Trust”) under which the Trustee delivered \$3,000,000 original principal amount of Refunding Certificates of Participation (City of Chesterfield, Missouri, Lessee), Series 2016 (the “Series 2016 Certificates”) to provide funds to (a) advance prepay a portion of the outstanding Series 2008 Certificates, being the Series 2008 Certificates with a stated maturity in the year 2020 and all of the outstanding Series 2008 Certificates with stated maturities in the years 2022 and thereafter and (b) pay the costs of delivering the Series 2016 Certificates.

9. The City and the Trustee entered into a Third Supplemental Lease Purchase Agreement dated as of April 1, 2016 (the “Third Supplemental Lease”) pursuant to which the Original Lease was amended in order to revise the amount of the Basic Rent payable thereunder upon the terms and conditions set forth therein.

10. The Trustee entered into a Fourth Supplemental Declaration of Trust dated as of October 1, 2020 (the “Fourth Supplemental Declaration of Trust” and together with the Original Declaration of Trust, First Supplemental Declaration of Trust, Second Supplemental Declaration of Trust, Third Supplemental Declaration of Trust and this Fifth Supplemental Declaration of Trust, the “Declaration of Trust”) under which the Trustee delivered (a) \$6,055,000 principal amount of Certificates of Participation (City of Chesterfield, Missouri, Lessee), Series 2020A (the “Series 2020A Certificates”) to provide funds to (i) pay a portion of the costs of acquiring and improving certain vacant land (the “Series 2020 Project”), (ii) prepay the principal of the Series 2014 Certificates maturing on December 1, 2020 and interest owing on all Series 2014 Certificates on December 1, 2020 and (iii) pay certain costs in connection with the execution and delivery of the Series 2020A Certificates, and (b) \$4,730,000 principal amount of Taxable Refunding Certificates of Participation (City of Chesterfield, Missouri, Lessee), Series 2020B (the “Series 2020B Certificates” and, together with the Series 2020A Certificates, the “Series 2020 Certificates”) to provide funds to (i) advance prepay all of the Series 2014 Certificates maturing on December 1, 2021 and thereafter and (ii) pay the costs of delivering the Series 2020B Certificates.

11. The City and the Trustee entered into a Fourth Supplemental Lease Purchase Agreement dated as of October 1, 2020 (the “Fourth Supplemental Lease” and together with the Original Lease, the First Supplemental Lease, the Second Supplemental Lease and the Third Supplemental Lease, the “Lease”) pursuant to which the Original Lease, as supplemented, was amended in order to revise the amount of the Basic Rent payable thereunder upon the terms and conditions set forth therein.

12. The City desires to amend certain provisions of the Original Declaration of Trust.

13. **Section 8.01(b)(vii)** of the Original Declaration of Trust permits the amendment, change or modification of the Original Declaration of Trust, and it is hereby found and determined that this Fifth Supplemental Declaration of Trust will comply in all respects with the Original Declaration of Trust, as amended.

NOW, THEREFORE, THIS FIFTH SUPPLEMENTAL DECLARATION OF TRUST WITNESSETH:

Section 1. Representations by the Trustee. The Trustee represents, warrants and covenants that it has the corporate power and authority to enter into the transactions contemplated by this Fifth Supplemental Declaration of Trust and to carry out its obligations hereunder, and has been duly authorized to execute and deliver this Fifth Supplemental Declaration of Trust.

Section 2. Amendment to Original Declaration of Trust. The Original Declaration of Trust is hereby amended by inserting the boldface and underlined portions below to the existing **Sections 11.01(i)** and **(j)** of the Original Declaration of Trust:

(i) The Trustee may be removed at any time by a Directive, **or if no Event of Default or Event of Lease Default has occurred and is continuing, by the City.** The Trustee will give written notice of any removal pursuant to this subsection (i) to the City. The Trustee will resign at any time the Trustee ceases to be eligible in accordance with subsection (l) of this Section, or becomes incapable of acting, or is adjudged as bankrupt or insolvent, or a receiver of the Trustee or its property is appointed, or any public officer takes control or charge of the property or affairs of the Trustee for the purpose of rehabilitation, conservation or liquidation, and thereupon a successor Trustee will be appointed by a Directive, **or if no Event of Default or Event of Lease Default has occurred and is continuing, by the City.**

(j) The Trustee may at any time resign by giving written notice of such resignation to the City and by giving the Certificate Owners Notice by Mail of such resignation at the addresses listed on the registration books kept by the Registrar pursuant to **Section 3.06**. Upon receiving such notice of resignation, a successor Trustee will be appointed by a Directive, **or if no Event of Default or Event of Lease Default has occurred and is continuing, by the City.**

Section 3. Reliance; Contingency. The Trustee is relying on an Opinion of Special Tax Counsel as provided in **Section 8.05** of the Original Declaration of Trust in connection with the Trustee's determination that the amendments contained herein, (a) are permitted by the Declaration of Trust, (b) complies with its terms, (c) will, upon execution and delivery thereof, be valid and binding upon the Trustee in accordance with the terms of the Declaration of Trust, (d) will not adversely affect the exclusion from gross income for purposes of federal income taxation of the Interest Portion of Basic Rent Payments represented by the Certificates and (e) will not materially adversely affect the interest of the Owners of the Certificates.

Section 4. Applicability of Declaration of Trust. Except as otherwise provided in this Fifth Supplemental Declaration of Trust, the provisions of the Original Declaration of Trust, as supplemented by the First Supplemental Declaration of Trust, Second Supplemental Declaration of Trust, Third Supplemental Declaration of Trust and Fourth Supplemental Declaration of Trust are hereby ratified, approved and confirmed.

Section 5. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Fifth Supplemental Declaration of Trust is to any extent declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Fifth Supplemental Declaration of Trust will be affected thereby, and each provision of this Fifth Supplemental Declaration of Trust will be valid and enforceable to the fullest extent permitted by law.

Section 6. Definitions. In addition to words and terms defined elsewhere in this Fifth Supplemental Declaration of Trust, capitalized words and terms used in this Fifth Supplemental Declaration of Trust have the meanings given to such words and terms in **Section 1.01** of the Original Declaration of Trust.

Section 7. Applicable Law. This Fifth Supplemental Declaration of Trust will be governed by and construed in accordance with the laws of the State of Missouri.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Trustee has caused this Fifth Supplemental Declaration of Trust to be executed by its duly authorized corporate officers, all as of the day and year indicated above.

WELLS FARGO BANK, N.A., as Trustee

By: Computershare Trust Company, National
Association, as agent and attorney-in-fact

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

THE TERMS AND PROVISIONS OF THIS FIFTH SUPPLEMENTAL DECLARATION OF TRUST ARE HEREBY CONSENTED AND AGREED AND THE CITY OF CHESTERFIELD, MISSOURI, HEREBY ACCEPTS THE OBLIGATIONS IMPOSED UPON IT UNDER THIS FIFTH SUPPLEMENTAL DECLARATION OF TRUST, ALL AS OF JANUARY __, 2022.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Name: Bob Nation
Title: Mayor

(Seal)

ATTEST:

Name: Vickie McGownd
Title: City Clerk

EXHIBIT B

SUCCESSOR TRUSTEE AGREEMENT

[On file in the office of the City Clerk]

SUCCESSOR TRUSTEE AGREEMENT

Re: City of Chesterfield, Missouri – Refunding Certificates of Participation (City of Chesterfield, Missouri, Lessee), Series 2016 (the “Series 2016 Certificates”), Certificates of Participation (City of Chesterfield, Missouri, Lessee), Series 2020A (the “Series 2020A Certificates”) and Taxable Refunding Certificates of Participation (City of Chesterfield, Missouri, Lessee), Series 2020B (the “Series 2020B Certificates” and together with the Series 2016 Certificates and the Series 2020A Certificates, the “Certificates”)

This SUCCESSOR TRUSTEE AGREEMENT (this “Agreement”), dated as of [*February 1, 2022*], by and among the City of Chesterfield, Missouri (the “Issuer”), Wells Fargo Bank, National Association, a national banking association, as prior trustee (the “Prior Trustee”), and BOKF, NA, a national banking association, as successor trustee (the “Successor Trustee”).

RECITALS

WHEREAS, the Issuer and the Prior Trustee are parties to that certain Declaration of Trust dated as of December 1, 2008 (the “Original Declaration”), as amended and supplemented by a First Supplemental Declaration of Trust dated as of September 1, 2009 (the “First Supplemental Declaration”), as further amended and supplemented by a Second Supplemental Declaration of Trust dated as of September 1, 2014 (the “Second Supplemental Declaration”), as further amended and supplemented by a Third Supplemental Declaration of Trust dated as of April 1, 2016 (the “Third Supplemental Declaration”), as further amended and supplemented by a Fourth Supplemental Declaration of Trust dated as of October 1, 2020 (the “Fourth Supplemental Declaration”), and as further amended and supplemented by a Fifth Supplemental Declaration of Trust dated as of January 1, 2022 (the “Fifth Supplemental Declaration” and collectively with the Original Declaration, the First Supplemental Declaration, the Second Supplemental Declaration, the Third Supplemental Declaration and the Fourth Supplemental Declaration, the “Declaration of Trust”) relating to the Certificates. Capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to such terms in the Declaration of Trust.

WHEREAS, the Declaration of Trust provides that the Prior Trustee may be removed at any time by the Issuer; and

WHEREAS, the Issuer has delivered a notice of removal to the Prior Trustee; and

WHEREAS, the Declaration of Trust provides that upon the removal of the Prior Trustee, the Issuer shall appoint a successor trustee; and

WHEREAS, the Issuer intends, by this Agreement, to appoint the Successor Trustee to serve as Trustee under the Declaration of Trust and the other herein-defined Trustee Documents; and

WHEREAS, the Successor Trustee is willing to accept its appointment as Trustee under the Declaration of Trust and the other herein-defined Trustee Documents, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the parties hereto are willing to waive any notice requirements of the Declaration of Trust related to the removal of the Prior Trustee and appointment of the Successor Trustee, as evidenced by its execution or approval of this Agreement; and

WHEREAS, the Issuer, the Prior Trustee and the Successor Trustee have agreed that this Agreement shall be effective at the close of business on [*February 1, 2022*] (the “Effective Date”).

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Removal and Appointment. As of the Effective Date: (a) the Prior Trustee is removed as (i) Trustee, paying agent, and registrar for the Certificates under the Declaration of Trust, (ii) Lessee and Trustee under the Base Lease dated as of December 1, 2008 between the Issuer and the Prior Trustee (the “Base Lease”), (iii) Lessor and Trustee under the Lease Purchase Agreement dated as of December 1, 2008 between the Prior Trustee and the Issuer (as amended and supplemented, the “Lease”) and (iv) Trustee under the Tax Compliance Agreements relating to each series of Certificates (as further defined in Section 3 hereof, the “Tax Compliance Agreements”; the Declaration of Trust, Base Lease, Lease and Tax Compliance Agreements are referred to herein as the “Trustee Documents”), and (b) the Successor Trustee is appointed as (i) Trustee, paying agent, and registrar for the Certificates under the Declaration of Trust, and the Successor Trustee is vested with all rights, powers, trusts, privileges, duties and obligations of the Trustee under the Declaration of Trust, (ii) Lessee and Trustee under the Base Lease, (iii) Lessor and Trustee under the Lease and (iv) Trustee under the Tax Compliance Agreements.

2. Issuer’s Representations and Warranties. The Issuer hereby represents and warrants to the Prior Trustee and the Successor Trustee that:

- a. It is duly organized and validly existing and in good standing under all applicable laws, and this Agreement has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid, binding and enforceable obligation;
- b. It has not entered into any amendment or supplement to the Trustee Documents to which the Issuer is a party other than as specified above, and such Trustee Documents are in full force and effect;
- c. It is not in default of any of its obligations under the Trustee Documents to which the Issuer is a party, and to the best of the knowledge of the Issuer, no event has occurred and is continuing which is, or after notice or lapse of time, or both, would become, an Event of Default under such Trustee Documents;
- d. The Trustee Documents to which the Issuer is a party were validly executed and delivered by the Issuer; and

- e. There is no action, suit, or proceeding pending, or to the best of the Issuer's knowledge, threatened against the Issuer before any court or any governmental authority challenging the validity of the Certificates or the execution of the Trustee Documents by the Issuer or arising out of any act or omission of the Issuer under the Trustee Documents.

3. Prior Trustee's Representations and Warranties. The Prior Trustee hereby represents and warrants to the Issuer and the Successor Trustee that:

- a. To its knowledge, there is no action, suit or proceeding pending or threatened against the Prior Trustee before any court or governmental authority arising out of any action or omission by the Prior Trustee under the Trustee Documents;
- b. The Prior Trustee hereby delivers to the Successor Trustee the following documents:
 - i. Declaration of Trust (including the Original Declaration and all supplements thereto)
 - ii. Base Lease
 - iii. Lease Purchase Agreement dated as of December 1, 2008
 - iv. First Supplemental Lease Purchase Agreement dated as of September 1, 2009, between the Issuer and the Prior Trustee
 - v. Second Supplemental Lease Purchase Agreement dated as of September 1, 2014, between the Issuer and the Prior Trustee
 - vi. Third Supplemental Lease Purchase Agreement dated as of April 1, 2016, between the Issuer and the Prior Trustee
 - vii. Fourth Supplemental Lease Purchase Agreement dated as of October 1, 2020, between the Issuer and the Prior Trustee
 - viii. Tax Compliance Agreement dated as of April 1, 2016, between the Issuer and the Prior Trustee
 - ix. Tax Compliance Agreement dated as of October 1, 2020, between the Issuer and the Prior Trustee
- c. This Agreement has been duly authorized, executed and delivered on behalf of the Prior Trustee and constitutes its legal, valid, binding and enforceable obligation; and
- d. The aggregate principal amount of Certificates outstanding as of the Effective Date is \$12,850,000.

4. Successor Trustee's Representations and Warranties. The Successor Trustee represents and warrants to the Prior Trustee and the Issuer that:

- a. It is qualified and eligible to serve as Trustee under the Trustee Documents; and
- b. This Agreement has been duly authorized, executed and delivered on behalf of the Successor Trustee and constitutes its legal, valid, binding and enforceable obligation.

5. Acceptance of Appointment. The Successor Trustee hereby accepts its appointment as, and certifies that it is eligible to act as Trustee, paying agent and registrar under, the Trustee Documents, and, if applicable, escrow agent or custodian for the Certificates, under the Trustee Documents, and accepts all rights, powers, privileges, duties, obligations, and trusts of the Prior Trustee as the Trustee, paying agent and registrar under the Trustee Documents, and, if applicable, escrow agent or custodian for the Certificates, under and pursuant to the Trustee Documents and agrees to be bound by all terms of the Trustee Documents, such acceptance and agreement to be effective as of the Effective Date.

6. Conveyance by Prior Trustee. The Prior Trustee hereby conveys, assigns, transfers and delivers to the Successor Trustee and to its successors and assigns, without recourse, but otherwise subject to the terms hereof, and upon the trusts expressed in the Declaration of Trust, all the rights, powers, privileges, obligations and trusts of the Prior Trustee as Trustee, and if applicable, as escrow agent or custodian, under and pursuant to the Trustee Documents, and all property and money, if any, held by or under the control of the Prior Trustee as Trustee under the Trustee Documents, other than amounts deducted to pay or reimburse the Prior Trustee for the outstanding fees and expenses of the Prior Trustee as of the Effective Date, together with all records and documents in any way relating thereto, other than as specified in Section 3(b) above, including any and all right, title and interest in and to the Certificates. The Prior Trustee hereby agrees to transfer all money and property held by it or under its control as Trustee for the Certificates to the Successor Trustee, other than amounts deducted to pay or reimburse the Prior Trustee for the outstanding fees and expenses of the Prior Trustee as of the Effective Date, including execution and delivery of any assignments of mortgages or other security agreements prepared by or on behalf of the Issuer or the Borrower and presented to the Prior Trustee for its signature. The Prior Trustee shall have no obligation to prepare or record any such assignment documents and shall not be liable for any fees, costs or expenses of preparing or recording such assignment documents.

7. Payment of Outstanding Fees and Expenses of Prior Trustee; Payment of Outstanding Fees and Expenses of Prior Trustee's Counsel. The outstanding fees and expenses of the Prior Trustee as of the Effective Date will be paid by the Issuer.

8. No Assumption of Liability. The Issuer and the Prior Trustee acknowledge and agree that nothing contained herein or otherwise shall constitute an assumption by the Successor Trustee of any liability of the Prior Trustee arising out of any breach by the Prior Trustee in the performance or non-performance of the Prior Trustee's duties as Trustee under the Trustee Documents. The Issuer and the Successor Trustee acknowledge and agree that nothing contained herein or otherwise shall constitute an assumption by the Prior Trustee of any liability of the

Successor Trustee arising out of any breach by the Successor Trustee in the performance or non-performance of the Successor Trustee's duties as Trustee under the Trustee Documents.

9. Further Assurances. The Issuer and the Prior Trustee, for the purposes of more fully and certainly vesting in and confirming to the Successor Trustee as successor Trustee under the Declaration of Trust the rights, powers, trusts, privileges, duties and obligations, agree upon reasonable request of the Issuer or the Successor Trustee, to execute, acknowledge and deliver such further agreements of conveyance and further assurance and to do such other things as may reasonably be required for more fully and certainly vesting and confirming to the Successor Trustee all rights, powers, trusts, privileges, duties and obligations which the Prior Trustee held under and by virtue of the Declaration of Trust. Any costs, fees or expenses of the Prior Trustee in complying with the provisions of this Section shall be paid by the Issuer.

10. Survival of the Prior Trustee Rights. Notwithstanding the replacement of the Prior Trustee, the rights of the Prior Trustee to compensation, reimbursement and indemnification as provided in the Declaration of Trust in connection with its acting as Trustee under the Declaration of Trust shall survive its replacement, and nothing contained in this Agreement shall in any way abrogate the obligations of the Issuer and the Borrower to the Prior Trustee under the Declaration of Trust and the lien of the Prior Trustee for fees, expenses and costs under the Declaration of Trust shall continue.

11. Notices. All notices, whether faxed or mailed will be deemed received when sent pursuant to the following instructions:

TO THE PRIOR TRUSTEE:

Wells Fargo Bank, National Association
CTO Mail Operations
Attn: Sandra Adrian
MAC: N9300-070
600 South 4th Street, 7th Floor
Minneapolis, MN 55415
Phone: (713) 503-5788
Email: Sandra.adrian@computershare.com

TO THE SUCCESSOR TRUSTEE:

BOKF, NA
Corporate Trust Department
Attn: Victor Zarrilli
200 N. Broadway, Suite 1710
St. Louis, Missouri 63102
Phone: (314) 379-5277
Email: vzarrilli@bokf.com

TO THE ISSUER:

City of Chesterfield, Missouri
Attn: Mr. Michael O. Geisel, City Administrator
690 Chesterfield Parkway W
Chesterfield, Missouri 63017
Phone: (636) 537-4711
Email: cityadministrator@chesterfield.mo.us

12. Corporate Trust Office. All references in the Declaration of Trust and related documents to “corporate trust office” or other similar references to the corporate trust office of the trustee shall be deemed to refer to the corporate trust office of the Successor Trustee described in Section 11 of this Agreement.

13. Ratification of Trustee Documents. In all respects not inconsistent with the terms and provisions of this Agreement, the Trustee Documents are hereby ratified, approved and confirmed. In executing and delivering this Agreement, the Prior Trustee and the Successor Trustee shall be entitled to all of the privileges and immunities afforded to the Trustee under the terms and provisions of the Trustee Documents.

14. Effective Date. This Agreement and the resignation, appointment and acceptance effected hereunder shall be effective as of the Effective Date.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but such counterparts shall together constitute one and the same agreement. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

17. Severability. In the event that any provisions of this Agreement shall be deemed invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. Entire Agreement. This Agreement sets forth the entire agreement of the parties with respect to its subject matter, and supersedes and replaces any and all prior contemporaneous warranties, representations or agreements, whether oral or written, with respect to the subject matter of this Agreement other than those contained in the Agreement.

19. Amendments. This Agreement may not be amended or modified except by agreement set forth in a written memorandum executed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Prior Trustee
By: COMPUTERSHARE TRUST COMPANY,
NATIONAL ASSOCIATION, as agent and
attorney-in-fact

By: _____
Name: _____
Title: _____

BOKF, NA,
as Successor Trustee

By: _____
Name: _____
Title: _____

THE CITY OF CHESTERFIELD, MISSOURI,
as Issuer

By: _____
Name: _____
Title: _____

VIA FIRST CLASS MAIL AND EMAIL

Ms. Sandra Adrian
Vice President / Account Manager
Wells Fargo Bank, N.A.
600 South 4th Street, 7th Floor
MAC N9300-070
Minneapolis, MN 55415
Sandra.adrian@computershare.com

Mr. Victor Zarrilli
Senior Vice President
BOKF, N.A.
200 N. Broadway, Suite 1710
St. Louis, Missouri 63102
vzarrilli@bokf.com

Re: City of Chesterfield, Missouri – Refunding Certificates of Participation (City of Chesterfield, Missouri, Lessee), Series 2016 (the “Series 2016 Certificates”), Certificates of Participation (City of Chesterfield, Missouri, Lessee), Series 2020A (the “Series 2020A Certificates”) and Taxable Refunding Certificates of Participation (City of Chesterfield, Missouri, Lessee), Series 2020B (the “Series 2020B Certificates” and together with the Series 2016 Certificates and the Series 2020A Certificates, the “Certificates”)

**NOTICE OF REMOVAL OF TRUSTEE AND
APPOINTMENT OF SUCCESSOR TRUSTEE**

Wells Fargo Bank, N.A. (the “Current Trustee”), is presently the trustee with respect to the above-referenced certificates of participation of the City of Chesterfield, Missouri (the “City”). The Certificates were delivered pursuant to the Declaration of Trust dated as of December 1, 2008 (the “Original Declaration”), as amended and supplemented by a First Supplemental Declaration of Trust dated as of September 1, 2009 (the “First Supplemental Declaration”), as further amended and supplemented by a Second Supplemental Declaration of Trust dated as of September 1, 2014 (the “Second Supplemental Declaration”), as further amended and supplemented by a Third Supplemental Declaration of Trust dated as of April 1, 2016 (the “Third Supplemental Declaration”), as further amended and supplemented by a Fourth Supplemental Declaration of Trust dated as of October 1, 2020 (the “Fourth Supplemental Declaration”), and as further amended and supplemented by a Fifth Supplemental Declaration of Trust dated as of January 1, 2022 (the “Fifth Supplemental Declaration” and collectively with the Original Declaration, the First Supplemental Declaration, the Second Supplemental Declaration, the Third Supplemental Declaration and the Fourth Supplemental Declaration, the “Declaration”). *Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Declaration.*

You are hereby notified that the City Council of the City has determined to remove the Current Trustee, as trustee, paying agent and registrar for each series of the Certificates under the Declaration, the Base Lease and the Lease (as defined in the Declaration) and has appointed BOKF, N.A., as successor trustee, paying agent and registrar effective [*February 1, 2022*] (the “Effective Date”).

Pursuant to the Declaration, on the Effective Date, all the money, estates, properties, rights, powers, trusts, duties and obligations of the Current Trustee will be transferred to BOKF, N.A., as successor trustee with like effect as if originally named trustee under the Declaration, Base Lease and Lease. Thereafter, the duties and obligations of the Current Trustee under the Declaration, the Base Lease and the Lease shall thereafter cease and terminate.

BOKF, N.A., shall accept all duties of trustee under the Declaration, the Base Lease and the Lease, including the duties of paying agent and registrar under the Declaration. The Current Trustee is hereby requested to take such further action as may be necessary to more fully and certainly vest in the successor trustee the estates, properties, rights, powers, trusts and duties vested in the trustee under the Declaration, the Base Lease and the Lease including without limitation, assignment of the financing statements relating to the trust estate.

DATED: January __, 2022.

CITY OF CHESTERFIELD, MISSOURI

By _____
Title: City Administrator



Finance Director
636-537-4726

M E M O

DATE: August 4, 2021
TO: Mike Geisel, City Administrator
FROM: Jeannette Kelly, Finance Director *JSKelly*
RE: Trustee Services Recommendation

As you are aware, we solicited proposals for Trustee services on our outstanding Series 2016, Series 2020A, and Series 2020B Certificates of Participation because Wells Fargo Bank, N.A. is no longer an eligible trustee since Wells Fargo sold their Corporate Trust business to Australia's Computershare Ltd.

After reviewing the five proposals (see attached comparison), **Staff recommends we transition the Trustee services from Wells Fargo Bank, N.A. to BOK Financial, N.A.** We have prior experience with BOK Financial with the City's Series 2013 Certificate of Participation as well as the Chesterfield Valley TDD's Series 2015 and Series 2018 Certificates of Participation. Although BOK Financial is not the lowest proposal, our past experience provides qualification of their ability to perform successfully for the City.

Should you have questions or require additional information on this project, please let me know.

Financial Advisor: Chris Collier Piper Sandler & Co. 8235 Forsyth Blvd., Suite 600 Clayton, MO 63105 (314) 726-7535		CITY OF CHESTERFIELD, MISSOURI CERTIFICATES OF PARTICIPATION SERIES 2016, SERIES 2020A, AND SERIES 2020B Trustee Comparison				
Bank	US Bank	BOK Financial	Regions Bank	Zion Bank	UMB Bank	
Contact:	Robert J. Kocher	Victor Zarilli	Troy Simmons	Matthew Biere	Jason Fry	
Phone Number:	(317) 264-2500	(314) 379-5277	(713) 244-8044	(314) 296-4855	(616) 350-0301	
Able to Affirm Eligibility	Yes	Yes	Yes	Yes	Yes	
Up-front Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Annual Fee / Series	\$690.00	\$900.00	\$1,000.00	\$1,250.00	\$1,250.00	
Total Fees Paid (Over Life of Transaction)	\$15,180.00	\$19,800.00	\$22,000.00	\$27,500.00	\$27,500.00	
Additional Fees Charged	Reimbursement of Costs (at cost) as specified within Proposal	\$50 / Year Charged for postage, wire transfers, and courier services	\$500 Charge for Early Redemption of Bonds	None Specified	Additional Fees Itemized within Proposal	
Upfront Fees Charged on New Series of Certificates	\$500.00	\$500.00	\$500.00	\$750.00	\$1,250.00	
Bank Counsel Involvement and Costs	Should the City start a new indenture with new or unfamiliar terms or needs to close on an expedited manner, we may need to hire external trustee counsel. U.S. Bank will notify the City if bank external counsel will be required	Only in event of default or litigation	\$1,5000 charged if Certificates are issued under a new trust indenture	\$1,000 if Trustee Opinion is required	N/A (Included)	
PIPER SANDLER						

City of Chesterfield, Missouri

Request for Proposal

Trustee Services

Purpose

The City of Chesterfield (the “City”) is requesting proposals for services to be rendered as Trustee, Registrar and Paying Agent in connection with the City’s outstanding Refunding Certificates of Participation, Series 2016, Certificates of Participation, Series 2020A and Taxable Refunding Certificates of Participation, Series 2020B (collectively, the “Certificates”). The responses are due by E-Mail to Jeannette Kelly, Finance Director (jkelly@chesterfield.mo.us) and Chris Collier, Managing Director, Piper Sandler (Advisor) (chris.collier@psc.com) by Friday, July 30th at 5:00 PM (Central Time).

Background and Outstanding Debt

The City originally hired Wells Fargo Bank, N.A. as their Trustee on the Certificates. Wells Fargo is no longer an eligible trustee and the City is requesting bids to replace Wells Fargo as trustee.

Currently, the City has the following Certificates of Participation Outstanding:

Year	Series 2016	Series 2020A	Series 2020B	Total
12/1/2021	346,028	102,492	309,513	758,033
12/1/2022	350,228	94,125	617,250	1,061,603
12/1/2023	345,428	94,125	1,572,850	2,012,403
12/1/2024	349,428	94,125	1,494,350	1,937,903
12/1/2025	348,228	94,125	1,266,900	1,709,253
12/1/2026	343,778	1,564,125		1,907,903
12/1/2027	349,178	1,564,725		1,913,903
12/1/2028	347,310	1,569,725		1,917,035
12/1/2029		1,569,375		1,569,375
Totals	2,779,606	6,746,942	5,260,863	14,787,411

All Series (2016, 2020A, and 2020B) have payment dates of 6/1 and 12/1

Specific Proposal Questions

Please respond to the following questions within your proposal:

- 1) Please certify that you meet the following criteria:

“Any Trustee appointed under the provisions of this Section in succession to the Trustee will be a state or national trust company, association or bank having the powers of a trust company and being duly authorized to execute trust powers having a designated corporate trust office in the State [Missouri], in good standing in the State, having a combined capital and surplus of at least fifty million dollars (\$50,000,000), and subject to supervision and examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such bank or trust company will be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.”

I certify that BOKF, N.A. meets the above criteria

- 2) Please provide your primary contact information, including address.

Victor Zarrilli & Admir Gusic
200 No. Broadway, Suite 1710
St. Louis, Mo 63102
Phones:
Victor – (314) 379-5277
Admir: (314) 379-5280
Emails:
Victor – vzarrilli@bokf.com
Admir – agusic@bokf.com

- 3) Please provide a brief narrative on the trustee bank’s qualifications to serve as the Trustee, Registrar and Paying Agent for the City of Chesterfield.

BOKF, N.A. is currently serving as trustee for the City’s Series 2013 Certificates of Participation and escrow agent for the City’s refunded Series 2014 Certificates of Participation as well as trustee for several of transportation development districts in the City. BOKF, N.A. provides trustee and/or paying agent services for over 5000 issues throughout the country serviced by thirteen offices including two in Missouri. (Kansas City and St. Louis) with over \$35 billion in outstanding debt. If selected the issues will be serviced out of our St. Louis office.

- 4) What annual fees would you charge? Please explain if this fee is per series of bonds or combined. Also provide when the payments would be due in 2021, and every year thereafter.

Our fee for services will be \$900 per Series and will be billed semi-annually each December 1 and June 1 at one-half the annual amount. We will pro-rate the fee due December 1, 2021.

- 5) What expenses or potential costs are not included in the fee listed above?
Estimated out-of-pocket expenses of \$50 per annum may be charged for postage, courier service, wire transfers etc.

- 6) In the event the City issues new Certificates of Participation, what would be the initial

acceptance fee charged by your bank?
\$500 per Series

- 7) Under what circumstances would the bank require bank counsel involvement, and at what cost to the City?

Outside counsel will be retained if there is an Event of Default or litigation involving the trustee. They would charge their hourly rate at the time. Under normal circumstances all other matters including document review are handled in-house corporate trust counsel at no additional cost.

- 8) Please provide any additional information you feel is important in the City's selection process. Given our existing relationship with the City there would be no transition issues and they are familiar with our primary contacts and the excellent quality of our services.

Contact Information

Please direct any questions to the following:

Jeannette Kelly, City of Chesterfield, Missouri, Finance Director
(636) 537-4726, jkelly@chesterfield.mo.us
Chris Collier, Piper Sandler, Managing Director
(314) 726-7535, chris.collier@psc.com

The City will select from the proposers a trustee bank which is considered to be the most qualified to serve the City as Trustee, Registrar and Paying Agent. The selection shall be at the sole discretion of the City of Chesterfield and shall be based upon experience, fee proposal and any other quality or characteristic deemed in the best interest of the City.

The City of Chesterfield reserves the right to reject any and all proposals.

UNFINISHED BUSINESS

There is no “Unfinished Business” scheduled for action at this meeting.

NEW BUSINESS

EXECUTIVE SESSION

An Executive Session (closed meeting) has been scheduled to take place immediately following the Agenda Review Meeting on Tuesday, January 18, 2022, which itself is scheduled to begin at 6:00 p.m.

The purpose of this meeting is to provide the opportunity for confidential communication by/among the City’s elected officials, their City Attorney and appropriate City Staff.

The discussion during this Executive Session is scheduled to include the following:

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