



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, January 6, 2020
6:00PM**

- I. Planning and Public Works Committee** – Chairperson Mary Ann Mastorakos, Ward II
- A. Bill No. 3274 - P.Z. 11-2019 318 N. Eatherton** An ordinance repealing City of Chesterfield Ordinance 2705 to establish a new “PI” Planned Industrial District for a 2.05 acre tract of land located east of North Eatherton Road, south of its intersection with Wardenburg Road (John Follmer) [P.Z. 11-2019 318 N. Eatherton Rd. 18W410026, 18W420080]. **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended. Green Sheet Amendment recommended by PPW Committee**
- B. Bill No. 3275 - P.Z. 13-2019 84 Lumber, Adj. Lot 2 (17511 Chesterfield Airport Rd.)** An ordinance amending City of Chesterfield Ordinance 2969 to establish a new permitted use and revise development criteria for a 13.023 acre tract of land within an existing “PC” Planned Commercial District located on the north side of Chesterfield Airport Road east of Long Road (P.Z. 13-2019 84 Lumber, Adj. Lot 2 [17511 Chesterfield Airport Rd] – 17U510084). **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
- C. Bill No. 3276 - P.Z. 14-2019 16849 N. Outer 40 Rd. (FPNU to AG)** An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the “FPNU” Flood Plain Non-Urban District to the “AG” Agricultural District for an 84.59 acre tract of land located on the north side of North Outer 40 Road. [P.Z. 14-2019 16849 N. Outer 40 Rd, Chesterfield Topsoil (FPNU to AG) 17T540059]. **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
- D. Bill No. 3277 - Public Street Acceptance – Olive Street Road** An ordinance pertaining to the acceptance of a portion of Olive Street Road as a public street in the City of Chesterfield **(First Reading) Planning & Public Works Committee recommends approval.**

E. Budget Adjustment - 2020 Emerald Ash Borer Recommendation for an allocation from the General Fund – Fund Reserves in the amount of \$560,000 for costs associated with the Emerald Ash Borer Preparedness Plan and Action Strategy. If approved, a transfer from the General Fund – Fund Reserves will be initiated after January 1. **(Roll Call Vote) Planning & Public Works Committee recommends approval.**

F. Budget Adjustment 2019 - 2020 Private Street Snow Removal Reimbursement Recommendation for a budget transfer in the amount of \$166,000, for costs associated with the 2019 – 2020 reimbursement for private street snow removal operations. **(Roll Call Vote) Planning & Public Works Committee recommends approval.**

G. Next Meeting – January 9, 2020 (5:30pm)

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

III. Parks, Recreation and Arts Committee – Chairperson Tom DeCampi, Ward IV

IV. Public Health and Safety Committee – Chairperson Mary Monachella, Ward I

A. NIMS/ICS Training for Elected Officials

B. Bill No. 3279 – Allowing Anonymous Complaints An Ordinance amending Chapters 7 and 25 of the Chesterfield City Code, removing the requirement for individuals to provide their name and address as a condition for filing an allegation of a code violation.

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

A. Surety Deposit Requirements – Establish Hearing Date for Appeal by Travelers Casualty and Surety Company of America

B. Bid Recommendation – Soda Exclusivity

VI. Other Legislation

A. Bill No. 3278 - Chesterfield Ice and Sports Complex – Record Plat An ordinance providing for the approval of a Record Plat for the Chesterfield Ice and Sports Complex Subdivision, a 17.85 acre tract of land zoned “PC” Planned Commercial District located north of Chesterfield Airport Road and west of Spirit of Saint Louis Boulevard. **(First & Second Readings) Planning Commission recommends approval.**

VII. New Business – Mayor Bob Nation

VIII. Adjourn –

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

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
CHESTERFIELD CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, January 6, 2020
7:00PM

- I. CALL TO ORDER** – Mayor Bob Nation
- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation
- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation
- IV. ROLL CALL** – City Clerk Vickie McGownd
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
 - A. City Council Meeting Minutes** – December 2, 2019
 - B. Executive Session Minutes** – December 2, 2019
- VI. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
- VII. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Thursday, January 9, 2020** – Planning and Public Works (5:30 pm)
 - B. Monday, January 13, 2020** – Planning Commission (7pm)
 - C. Wednesday, January 22, 2020** – Next City Council Meeting (7pm)
- VIII. APPOINTMENTS** – Mayor Bob Nation

IX. COUNCIL COMMITTEE REPORTS

A. Planning and Public Works Committee – Chairperson Mary Ann Mastorakos, Ward II

1. **Bill No. 3274 - P.Z. 11-2019 318 N. Eatherton** An ordinance repealing City of Chesterfield Ordinance 2705 to establish a new “PI” Planned Industrial District for a 2.05 acre tract of land located east of North Eatherton Road, south of its intersection with Wardenburg Road (John Follmer) [P.Z. 11-2019 318 N. Eatherton Rd. 18W410026, 18W420080]. **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended. Green Sheet Amendment recommended by PPW Committee**
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4. **Bill No. 3277 - Public Street Acceptance – Olive Street Road** An ordinance pertaining to the acceptance of a portion of Olive Street Road as a public street in the City of Chesterfield. **(First Reading) Planning & Public Works Committee recommends approval.**
5. **Budget Adjustment - 2020 Emerald Ash Borer** Recommendation for an allocation from the General Fund – Fund Reserves in the amount of \$560,000 for costs associated with the Emerald Ash Borer Preparedness Plan and Action Strategy. If approved, a transfer from the General Fund – Fund Reserves will be initiated after January 1. **(Roll Call Vote) Planning & Public Works Committee recommends approval.**
6. **Budget Adjustment 2019 - 2020 Private Street Snow Removal Reimbursement** Recommendation for a budget transfer in the amount of \$166,000, for costs associated with the 2019 – 2020 reimbursement for private street snow removal operations. **(Roll Call Vote) Planning & Public Works Committee recommends approval.**
7. **Next Meeting – January 9, 2020 (5:30pm)**

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

C. Parks, Recreation and Arts Committee – Chairperson Tom DeCampi, Ward IV

D. Public Health and Safety Committee – Chairperson Mary Monachella, Ward I

1. NIMS/ICS Training for Elected Officials

2. Bill No. 3279 – Allowing anonymous complaints An Ordinance amending Chapters 7 and 25 of the Chesterfield City Code, removing the requirement for individuals to provide their name and address as a condition for filing an allegation of a code violation.

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

A. Surety Deposit Requirements – Establish Hearing Date for Appeal by Travelers Casualty and Surety Company of America

B. Bid Recommendation – Soda Exclusivity

XI. OTHER LEGISLATION

A. Bill No. 3278 - Chesterfield Ice and Sports Complex – Record Plat An ordinance providing for the approval of a Record Plat for the Chesterfield Ice and Sports Complex Subdivision, a 17.85 acre tract of land zoned “PC” Planned Commercial District located north of Chesterfield Airport Road and west of Spirit of Saint Louis Boulevard. **(First & Second Readings) Planning Commission recommends approval.**

XII. UNFINISHED BUSINESS – Mayor Bob Nation

XIII. NEW BUSINESS – Mayor Bob Nation

XIV. ADJOURNMENT

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RECORD OF PROCEEDING

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

DECEMBER 2, 2019

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

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

A roll call was taken with the following results:

PRESENT

ABSENT

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

APPROVAL OF MINUTES

The minutes of the November 18, 2019 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Ohley, to approve the November 18, 2019 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the November 18, 2019 Public Hearing were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Hurt, to approve the November 18, 2019 Public Hearing minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

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

Mayor Nation announced that the next meeting of City Council is scheduled for Monday, January 6, at 7 p.m.

COMMUNICATIONS AND PETITIONS

There were no speakers.

APPOINTMENTS

Mayor Nation announced that the nomination of Drew Schaffer for appointment to the Board of Directors for the Chesterfield Blue Valley Community Improvement District will be held until a later meeting.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning/Public Works Committee

Councilmember Mary Ann Mastorakos, Chairperson of the Planning/Public Works Committee, indicated that she had no report this evening and announced that the next meeting of this Committee is scheduled for Thursday, December 5, at 5:30 p.m.

Finance and Administration Committee

Councilmember Michael Moore, Chairperson of the Finance and Administration Committee, called for a motion to approve execution of a contract with the City of Clarkson Valley to provide court administration services. Councilmember Hurt made a motion, seconded by Councilmember Keathley, to authorize the City Administrator to execute a contract with the City of Clarkson Valley to provide court administration services as recommended by the Finance and Administration Committee and authorize a 2020 budget amendment to reflect the associated revenues and expenditures. A roll call vote was taken with the following results: Ayes – Monachella, Mastorakos, Ohley, McGuinness, Moore, DeCampi, Hurt and Keathley. Nays – None. Whereupon the motion was declared passed.

Councilmember Moore called for a motion to affirm an existing contract with Retirement Plan Advisors (RPA). Councilmember Keathley made a motion, seconded by

Councilmember Monachella, to authorize the City Administrator to re-affirm the contract with Retirement Plan Advisors, originally authorized in 2005, and to authorize the City Administrator to re-execute the contract with RPA. A roll call vote was taken with the following results: Ayes – McGuinness, Mastorakos, DeCampi, Hurt, Monachella, Keathley, Ohley and Moore. Nays – None. Whereupon the motion was declared passed.

Councilmember Moore called for a motion to approve expansion of the Citizen of the Year selection committee. Councilmember Ohley made a motion, seconded by Councilmember DeCampi, to approve the expansion of the Citizen of the Year selection committee with the addition of three nominees, one each from wards one, two and four, for the upcoming Citizen of the Year selection. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Parks, Recreation & Arts Committee

Councilmember Tom DeCampi, Chairperson of the Parks, Recreation & Arts Committee, made a motion, seconded by Councilmember Ohley, to approve the Parks Master Plan as recommended by the Parks, Recreation and Arts Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember DeCampi made a motion, seconded by Councilmember McGuinness, to approve revisions to the pool operating hours and user fees as recommended by the Parks, Recreation and Arts Committee. Councilmember Hurt made a motion, seconded by Councilmember Ohley, to amend the original motion by amending the resident fee increases at the aquatic center as follows: Resident Youth increase from \$80 to \$85; Resident Adult increase from \$90 to \$95; Resident Senior increase from \$80 to \$85; Resident Family increase from \$200 to \$210. A voice vote was taken on the motion to amend with a unanimous affirmative result and the motion to amend was declared passed. A roll call vote was then taken on the original motion as amended with the following results: Ayes – Mastorakos, McGuinness, Ohley, DeCampi, Monachella, Keathley, Moore and Hurt. Nays – None. Whereupon the motion, as amended, was declared passed.

Public Health & Safety Committee

Councilmember Mary Monachella, Chairperson of the Public Health & Safety Committee, indicated that she had no report this evening and announced that the next meeting of this Committee is scheduled for Thursday, December 12, at 5:30 p.m.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that Walnut Grill, located at 17392 Chesterfield Airport Road (formerly Syberg's), has requested a new liquor license to sell all kinds of liquor by the drink, to be consumed on premise, packaged 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 Ohley made a motion, seconded by Councilmember DeCampi, to approve issuance of a new liquor license to Walnut Grill. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mr. Geisel reported that One Putt Golf Group, LLC, located at 615 Broadmoor Drive, has requested a new liquor license to sell all kinds of liquor by the drink, to be consumed on premise, packaged 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 Keathley made a motion, seconded by Councilmember Monachella, to approve issuance of a new liquor license to One Putt Golf Group, LLC. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

[Councilmember McGuinness left the meeting at 7:33 p.m.]

OTHER LEGISLATION

Bill No. 3266 Provides for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 8, a 29.05 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road **(Second Reading) Planning Commission recommends approval**

Councilmember Ohley made a motion, seconded by Councilmember Hurt, for the second reading of Bill No. 3266. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3266 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3266 with the following results: Ayes – Mastorakos, Keathley, Monachella, Moore, Hurt, Ohley and DeCampi. Nays – None. Whereupon Mayor Nation declared Bill No. 3266 approved, passed it and it became **ORDINANCE NO. 3072.**

Bill No. 3267 Provides for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 9, a 14.80 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road **(Second Reading) Planning Commission recommends approval**

Councilmember Ohley made a motion, seconded by Councilmember Hurt, for the second reading of Bill No. 3267. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3267 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3267 with the following results: Ayes – Ohley, Mastorakos, Monachella, Moore, Hurt, DeCampi and Keathley. Nays – None. Whereupon Mayor Nation declared Bill No. 3267 approved, passed it and it became **ORDINANCE NO. 3073.**

Bill No. 3268 Provides for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 10, a 7.52 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road **(Second Reading) Planning Commission recommends approval**

Councilmember Ohley made a motion, seconded by Councilmember Hurt, for the second reading of Bill No. 3268. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3268 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3268 with the following results: Ayes – Moore, Keathley, Ohley, Hurt, Monachella, Mastorakos and DeCampi. Nays – None. Whereupon Mayor Nation declared Bill No. 3268 approved, passed it and it became **ORDINANCE NO. 3074.**

Bill No. 3269 Provides for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 11, a 9.09 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road **(Second Reading) Planning Commission recommends approval**

Councilmember Ohley made a motion, seconded by Councilmember Hurt, for the second reading of Bill No. 3269. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3269 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3269 with the following results: Ayes – Hurt, Keathley, Mastorakos, Monachella, DeCampi, Moore and Ohley. Nays – None. Whereupon Mayor Nation declared Bill No. 3269 approved, passed it and it became **ORDINANCE NO. 3075.**

Bill No. 3270 Approves a User Agreement for an Interoperable Radio System between St. Louis County, Missouri, and the City of Chesterfield **(Second Reading) Director of Public Works and Chief of Police recommend approval**

Councilmember Hurt made a motion, seconded by Councilmember Moore, for the second reading of Bill No. 3270. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3270 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3270 with the following results: Ayes – Mastorakos, Moore, Keathley, Ohley, DeCampi, Monachella and Hurt. Nays – None. Whereupon Mayor Nation declared Bill No. 3270 approved, passed it and it became **ORDINANCE NO. 3076.**

Bill No. 3271 Vacates easements located in the West County Acres Subdivision recorded in Book 68, Page 17 and Book 64, Page 64 of the St. Louis

County Records, located in U.S. Survey 415, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri **(First & Second Readings)**
Department of Planning & Development Services recommends approval

Councilmember Keathley made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3271. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3271 was read for the first time.

Councilmember Ohley made a motion, seconded by Councilmember Monachella, for the second reading of Bill No. 3271. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3271 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3271 with the following results: Ayes – Moore, Hurt, DeCampi, Mastorakos, Keathley, Monachella and Ohley. Nays – None. Whereupon Mayor Nation declared Bill No. 3271 approved, passed it and it became **ORDINANCE NO. 3077.**

Bill No. 3272 Vacates right-of-way located along Nardin Drive of the West County Acres Subdivision recorded in Book 68, Page 17 of the St. Louis County Records, located in U.S. Survey 415, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri **(First & Second Readings)**
Department of Planning & Development Services recommends approval

Councilmember Keathley made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3272. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3272 was read for the first time.

Councilmember Ohley made a motion, seconded by Councilmember Monachella, for the second reading of Bill No. 3272. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3272 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3272 with the following results: Ayes – Moore, Ohley, DeCampi, Monachella, Hurt, Mastorakos and Keathley. Nays – None. Whereupon Mayor Nation declared Bill No. 3272 approved, passed it and it became **ORDINANCE NO. 3078.**

Bill No. 3273 Provides for the approval of a Record Plat and Escrow Agreements for the Alexander Woods Subdivision, a 20.26 acre tract of land zoned “R-4” Residence District and “R-2” Residence District located north and east of Swingley Ridge Road and east of its intersection with Chesterfield Ridge Center Drive **(First & Second Readings)** **Planning Commission recommends approval**

Councilmember Keathley made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3273. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3273 was read for the first time.

Councilmember Ohley made a motion, seconded by Councilmember Monachella, for the second reading of Bill No. 3273. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3273 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3273 with the following results: Ayes – Moore, Mastorakos, DeCampi, Hurt, Keathley, Ohley and Monachella. Nays – None. Whereupon Mayor Nation declared Bill No. 3273 approved, passed it and it became **ORDINANCE NO. 3079**.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:45 p.m.

Mayor Bob Nation

ATTEST:

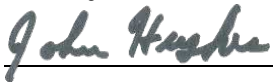
Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____

City of Chesterfield
Excess Checks (=> \$5,000)
November 2019

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
11/1/2019	44822	METROPOLITAN ST. LOUIS SEWER DISTRICT	16365 LYDIA HILL DR, ACCT #0472321-9	\$ 11,361.98	119
11/12/2019	44866	GREY EAGLE DISTRIBUTORS	BEER REFUND-63 CASES, BEER-325 CASES, BEER REFUND-73 CASES, BEER-135 CASES	9,141.10	119
11/15/2019	44886	SHAW CONTRACT FLOORING SERVICES, INC.	PAVILION AND RUBBER SURFACING	46,450.05	119
11/19/2019	44890	MICHAEL G SILVERMAN	CONCESSIONS DUE	11,233.29	119
11/22/2019	44898	COLLECTOR OF REVENUE	MONARCH LEVEE TAXES- 17891 NORTH OUTER 40 RD	39,777.06	119
11/22/2019	44909	SPORTSPRINT	TURKEY TROT T-SHIRTS	23,129.00	119
11/1/2019	59149	TOPE PLUMBING	16822 CHESTERFIELD BLUFFS - SEWER REPAIR	5,623.80	110
11/5/2019	59164	CLAYCO CONSTRUCTION	TEMPORARY STRUCTURE REFUND-CHESTERFIELD RIDGE CENTER-PFIZER	5,000.00	808
11/5/2019	59165	CLAYMONT DEVELOPMENT, L.L.C.	LCE RELEASE-AWF-8,10,11,14,18,19,20,23,42,43,44,46	18,000.00	808
11/5/2019	59170	ENERGY PETROLEUM CO.	NL PLUS 89 OCT RFG	15,989.21	001
11/5/2019	59178	MCBRIDE & SON HOMES, INC.	LOT CASH ESCROW RELEASE-ARBORS AT WILMAS FARM LOTS 6,31,33,37,38, TEMPORARY STRUCTURE REFUND-ARBORS AT WILMAS FARM SALES TRAILER	8,500.00	808
11/5/2019	59190	THOMPSON THRIFT DEVELOPMENT, INC.	TREE PROTECTION SURETY RELEASE-WATERMARK	25,543.16	808
11/8/2019	59193	CMPA	ANNUAL ACADEMY TRAINING	15,350.00	121
11/8/2019	59200	LOU FUSZ DODGE	POLICE VEHICLE-2019 DODGE DURANGO PURSUIT AWD V-8 WHITE	32,816.00	121
11/8/2019	59202	MIDWEST SYSTEMS TRUCK EQUIPMENT, INC.	BRINE/WATER TANK 3 LANE SPRAY BAR	11,055.00	001
11/12/2019	59213	AXON ENTERPRISE INC, ,	15FT AXON STANDARD CARTRIDGES X26/X26P	5,400.00	121
11/12/2019	59216	FARINELLA NURSERY LANDSCAPE CONST. LLC	2018-2019 STREET TREES (EAB)	20,875.00	120
11/15/2019	59224	AMEREN MISSOURI	690 CHESTERFIELD PKWY W-0627147004	7,380.43	001
11/15/2019	59227	COLLECTOR OF REVENUE	2019 REAL ESTATE LEVEE TAX-545 WARDENBERG RD., 17159 EDISON AVE A, 165 PUBLIC WORKS DRIVE, 17526 EDISON AVE, 16838 CHESTERFIELD AIRPORT ROAD, 18774 OLIVE STREET ROAD, 690 CHESTERFIELD PKWY WEST	13,650.42	001
11/15/2019	59228	COLLECTOR OF REVENUE	18490 OUTLET BLVD., 18770 OLIVE STREET RD	8,608.32	001
11/15/2019	59253	THOMPSON THRIFT DEVELOPMENT, INC.	GRADING RELEASE-RIPARIAN TRAIL CONNECTION G-101-17	25,000.00	808
11/15/2019	59254	TOWN PLANNING AND URBAN DESIGN COLLABORATIVE LLC	UPDATES TO CITY OF CHESTERFIELD COMPREHENSIVE PLAN	5,235.90	001
11/19/2019	59276	COMPASS MINERALS AMERICA INC	SALT CO-OP	86,553.70	001
11/19/2019	59283	GAMMA TREE EXPERTS	2019 STUMP GRINDING	11,358.00	120
11/19/2019	59307	TOPE PLUMBING	14859 RUTLAND CIRCLE - SEWER LATERAL	6,035.80	110
11/22/2019	59323	MCBRIDE & SON HOMES, INC.	LOT CASH ESCROW RELEASE-FIENUP FARMS, LOTS 19,21,31,32,33,34	9,000.00	808
11/22/2019	59331	TOPE PLUMBING	214 RIVER BEND - SEWER REPAIR	5,984.30	110
11/26/2019	59336	AMERICAN READY MIX CO.	2018-2019 CONCRETE	5,088.50	001
11/26/2019	59352	PNC BANK	NOV 2019 MONTHLY PNC STATEMENT	8,119.60	001
11/26/2019	59359	THE GRAVILLE LAW FIRM, LLC	JULY 2019 PROFESSIONAL SERVICES, AUG 2019 PROFESSIONAL SERVICES	35,336.76	001
				<u>\$532,596.38</u>	

Respectfully submitted by,
John Hughes, Assistant Finance Director



AGENDA REVIEW – Monday 01/06/2020 – 6:00 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:00 pm, on Monday, January 6, 2020.**

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

UPCOMING MEETINGS/EVENTS

A. Thursday, January 9, 2020 – Planning and Public Works (5:30 pm)

B. Monday, January 13, 2020 – Planning Commission (7pm)

C. Wednesday, January 22, 2020 – Next City Council Meeting (7pm)

APPOINTMENTS

There are no appointments scheduled for Monday's meeting.

We have communicated with the representatives of the Chesterfield Blue Valley CID, who have previously requested the appointment of Drew Schaeffer due to the resignation of Lauren Overturf, but we have not yet received all of the materials necessary to submit this nomination to the Council for affirmation. It is expected that this nomination will appear in the very near future.

If you have any questions or require additional information, please contact me prior to Monday's meeting.

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Mastorakos

Vice-Chair: Councilmember Hurt

The Planning and Public Works Committee has the following action items for the January 6, 2020 City Council Meeting.

Bill No. 3274 - P.Z. 11-2019 318 N. Eatherton

Please refer to the staff report provided from Director of Planning Justin Wyse included in your packet. This proposed bill is an ordinance repealing City of Chesterfield Ordinance 2705 to establish a new "PI" Planned Industrial District for a 2.05 acre tract of land located east of North Eatherton Road, south of its intersection with Wardenburg Road (John Follmer) [P.Z. 11-2019 318 N. Eatherton Rd. 18W410026, 18W420080].

(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended.

Green Sheet Amendment recommended by PPW Committee The green sheet This amendment requires cross access to be provided to all adjacent properties.

Bill No. 3275 - P.Z. 13-2019 84 Lumber, Adj. Lot 2 (17511 Chesterfield Airport Rd.)

Please refer to the staff report provided from Director of Planning Justin Wyse included in your packet. This proposed bill is an ordinance amending City of Chesterfield Ordinance 2969 to establish a new permitted use and revise development criteria for a 13.023 acre tract of land within an existing "PC" Planned Commercial District located on the north side of Chesterfield Airport Road east of Long Road (P.Z. 13-2019 84 Lumber, Adj. Lot 2 [17511 Chesterfield Airport Rd] – 17U510084).

(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.

Bill No. 3276 - P.Z. 14-2019 16849 N. Outer 40 Rd. (FPNU to AG)

Please refer to the staff report provided from Director of Planning Justin Wyse included in your packet. This proposed bill is an ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the "FPNU" Flood Plain Non-Urban District to the "AG" Agricultural District for an 84.59 acre tract of land located on the north side of North Outer 40 Road. [P.Z. 14-2019 16849 N. Outer 40 Rd, Chesterfield Topsoil (FPNU to AG) 17T540059].

(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.

Bill No. 3277 - Public Street Acceptance – Olive Street Road

This bill represents an ordinance pertaining to the acceptance of that 712 foot portion of Olive Street Road constructed in conjunction with the Chesterfield Hockey Association project, as a public street in the City of Chesterfield. You will likely recall that the maintenance costs of this section of roadway may be reimbursed by the Chesterfield Valley Transportation Development District. This roadway, when

extended and connected at both ends, is intended to be accepted by St. Louis County as an arterial roadway.

(First Reading) Planning & Public Works Committee recommends approval.

Emerald Ash Borer Preparedness Plan - 2020 Funding Authorization

Please refer to the staff report prepared by Director of Public Works – City Engineer Jim Eckrich, included in your packet. This 2020 budget amendment, provides for an allocation from the General Fund – Fund Reserves in the amount of \$560,000 for costs associated with the Emerald Ash Borer Preparedness Plan and Action Strategy. As you may remember, the budget transfer provided \$300,000 for contractual sidewalk replacement, \$75,000 for stump grinding, and \$140,000 for reforestation, and \$68,000 for personnel during the 2020 fiscal year. This represents funding for the fifth year of the EAB strategy.

(Roll Call Vote) Planning & Public Works Committee recommends approval.

Private Street Snow Removal Reimbursement – 2020 Funding Authorization

Please refer to the staff report prepared by Director of Public Works – City Engineer Jim Eckrich, included in your packet. This 2020 budget amendment, provides for an allocation from the General Fund – Fund Reserves in the amount of \$166,000 to account 001-072-5254 for costs associated with the annual Snow Removal Recoupment Program for Private Streets for the 2019/2020 winter season.

(Roll Call Vote) Planning & Public Works Committee recommends approval.

NEXT MEETING

The next meeting of the Planning & Public Works Committee is scheduled for Thursday, January 9, 2020

If you have any questions, please contact Director of Public Works/City Engineer Jim Eckrich, Director of Planning and Development Services Justin Wyse, or me prior to Monday's meeting.

MEMORANDUM

TO: Mike Geisel, City Administrator

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

SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, December 5, 2019



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, December 5, 2019 in Conference Room 101.

In attendance were: **Chair Mary Ann Mastorakos** (Ward II), **Councilmember Mary Monachella** (Ward I), **Councilmember Dan Hurt** (Ward III), and **Councilmember Tom DeCampi** (Ward IV) arrived at 5:33 p.m.

Also in attendance were: Councilmember Michael Moore (Ward III); Councilmember Michelle Ohley (Ward IV); Planning Commission Chair Merrell Hansen; Jim Eckrich, Director of Public Works/City Engineer; Justin Wyse, Director of Planning & Development Services; Mike Knight, Assistant City Planner; Annisa Kumerow, Planner; Andrew Stanislav, Planner; 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 November 8, 2019 Committee Meeting Summary

Chair Mastorakos made a motion to approve the Meeting Summary of November 8, 2019. The motion was seconded by **Councilmember Hurt** and **passed** by a voice vote of 3-0.

Chair Mastorakos made a motion to move Unfinished Business Item A to New Business after Item C. The motion was seconded by Councilmember Monachella and **passed** by a voice vote of 3-0.

(Councilmember DeCampi arrived.)

II. NEW BUSINESS

- A. **P.Z. 11-2019 318 N. Eatherton**: A change in zoning from "NU" Non-Urban District and "PI" Planned Industrial District to create a new "PI" Planned Industrial District at 318 N. Eatherton Road and a portion of 340 N. Eatherton Road. (Ward 4)

STAFF PRESENTATION

Annisa Kumerow, Planner, presented the project request for a zoning map amendment to a new "PI" Planned Industrial District for a total of 2.05 acres of land consisting of a 1.05 acre parcel which is zoned "PI" Planned Industrial District and a 1.00 acre tract of land which is currently zoned "NU" Non-Urban District. The new "PI" Planned Industrial District would allow for the

development of a 5,400 square foot storage building, trash enclosures and material storage bins on the site.

A Public Hearing was held on October 28, 2019 at which time no issues were raised by the Planning Commission. On November 13, 2019, the Planning Commission unanimously approved the petition.

DISCUSSION

There was a discussion regarding current and future cross access throughout the development.

Councilmember Hurt made a motion to forward P.Z. 11-2019 318 N. Eatherton to City Council with a recommendation to approve. The motion was seconded by Councilmember DeCampi and **passed** by a voice vote of 4-0.

After discussing New Business Item B, **Councilmember Hurt made a motion to reconsider the previous motion.** The motion was seconded by Councilmember Monachella and **passed** by a voice vote of 4-0.

Councilmember Hurt made a motion to forward P.Z. 11-2019 318 N. Eatherton to City Council with a recommendation to approve with an amendment to require cross access on the north, south, and east boundaries. 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 6, 2020 City Council Meeting. See Bill #

[Please see the attached report prepared by Justin Wyse, Director of Planning and Development Services, for additional information on P.Z. 11-2019 318 N. Eatherton Road.]

- B. P.Z. 13-2019 84 Lumber, Adj. Lot 2 (17511 Chesterfield Airport Rd):** A request to amend Ordinance 2969 to establish new permitted uses and revise the development criteria for a 13.023 acre tract of land within an existing "PC" Planned Commercial District located on the north side of Chesterfield Airport Road east of Long Road (17U510084). (Ward 4)

STAFF PRESENTATION

Andrew Stanislav, Planner, presented the request for an ordinance amendment with respect to permitted uses and development criteria. This amendment would add the new permitted use of "automobile dealership" as well as to increase the building story height from one to two story construction. The current Ordinance has a maximum height of 42 feet, which will remain.

A Public Hearing was held on October 16, 2019. There were no speakers in opposition at that time. One issue was raised pertaining to the number of proposed parking spaces to which the applicant has formally responded. At the November 13, 2019 Planning Commission meeting, the Planning Commission unanimously approved the request.

An updated Preliminary Development Plan has also been submitted for consideration. Cross access is to be provided between Lots B, C and D fronting Chesterfield Airport Road and there is a partially constructed north/south connector between Lot E and the vacant parcel to the east of AutoZone. Each of the proposed lots will have frontage and access from the proposed extension of Arnage Road for circulation throughout the proposed development.

DISCUSSION

To further explain access for this property, Justin Wyse, Director of Planning & Development Services, stated that Arnage Road (which is a private road) will be extended across the property to the west. There is also a private roadway to the east of Arnage Road, along with a driveway connection at the former 84 Lumber site that ties into Chesterfield Airport Road. The zoning Ordinance for the adjacent site requires that the driveway connection must be removed when access becomes available via Arnage Road, thus making Arnage Road the primary means of access. The ultimate intent is that Arnage Road will terminate at Caprice Drive.

There was further discussion on the location of the parking and the City's policy to locate parking primarily to the side and rear of any building façade along I-64/US-40 or along North Outer 40. The building orientation on this specific project has been shifted to the north. While there is some parking on the north side, the Applicant indicated that the parking on the north side would be predominately for visitors with the majority of the inventory parking being moved further south so that it is not in principal view from I-64.

Chair Mastorakos stated she was concerned about signage as this property is not directly on Chesterfield Airport Road. Mr. Wyse stated that they would be permitted signage in accordance with the Unified Development Code. If they would want signage along Chesterfield Airport Road, they would be required to submit a sign package that would have to be reviewed and approved by the Planning Commission. Freestanding signage would also be shown on the Site Development Plan.

Councilmember Hurt made a motion to forward P.Z. 13-2019 84 Lumber, Adj. Lot 2 (17511 Chesterfield Airport Rd) to City Council with a recommendation to approve. The motion was seconded by Councilmember DeCampi.

Discussion after the Motion

Chair Hansen mentioned that during the Planning Commission meeting, there was a discussion regarding different ordinance requirements among the various automobile dealerships along the I-64/US-40 corridor. Discussion followed as to whether standardized language should be included in the Attachment A for any future dealerships.

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

Note: One Bill, as recommended by the Planning Commission, will be needed for the January 6, 2020 City Council Meeting. See Bill #

[Please see the attached report prepared by Justin Wyse, Director of Planning and Development Services, for additional information on P.Z. 13-2019 84 Lumber, Adj. Lot 2 (17511 Chesterfield Airport Rd).]

- C. P.Z. 14-2019 16849 N Outer 40 Rd. (FPNU to AG):** A change in zoning from a "FPNU" Floodplain Non-Urban District to an "AG" Agricultural District for an 84.594 acre tract of land located at 16849 N. Outer 40 Road; north of the Monarch Chesterfield Levee. (Ward 4)

STAFF PRESENTATION

Annisa Kumerow, Planner, presented the project request for a zoning map amendment from the "FPNU" Flood Plain Non-Urban District to the "AG" Agricultural District for an 84.59 acre parcel located on the north side of the Monarch Chesterfield Levee.

A Public Hearing was held on November 13, 2019 at which time the Planning Commission unanimously approved the request.

DISCUSSION

Councilmember Hurt inquired about cross access and stated that since this is an agricultural district, he is not as concerned about cross access but he believes that it should be required for future development. Justin Wyse, Director of Planning & Development Services, stated that this is a straight zoning so there is not a separate Attachment A but there is language within the Code that allows the City legal authority to require cross access. After further discussion, it was agreed that Staff would research the City's ability to require cross access at the time of any rezoning.

Councilmember Hurt made a motion to forward P.Z. 14-2019 16849 N Outer 40 Rd. (FPNU to AG) to City Council with a recommendation to approve with the caveat that Staff provide further information on requiring cross access at the time of any rezoning. The motion was seconded by Councilmember DeCampi and **passed by a voice vote of 4-0.**

Note: One Bill, as recommended by the Planning Commission, will be needed for the January 6, 2020 City Council Meeting. See Bill #

[Please see the attached report prepared by Justin Wyse, Director of Planning and Development Services, for additional information on P.Z. 14-2019 16849 N Outer 40 Rd. (FPNU to AG).]

III. UNFINISHED BUSINESS

A. Public Hearing Signs

STAFF PRESENTATION

Mike Knight, Assistant City Planner, stated that at the October Planning & Public Works Committee meeting, Staff was directed to review the City's public hearing signage. Mr. Knight then presented the following:

Current Procedure

- Staff places a 20" x 26" sign on every property line that has roadway frontage.
- The sign is placed 15 days before the Public Hearing which is the earliest date possible that the sign can be posted with the Public Hearing information.
- The contents of the sign includes the date and time of the public hearing, the project name, the telephone number of the Planning Department, the City's website, the City's logo, City Hall address and the description of the Public Hearing agenda.
- Over the past five years, the City had an average of 17 zoning petitions per year with 50 signs ordered each year at a cost of \$30 per sign (including the stand). It was noted that signs are new every time given site-specific information but the stands are re-used whenever possible.
- In addition to signage, Staff provides the following methods of notification to residents:

Communication of Zoning Petitions	
Required by State	City of Chesterfield Process
Post in local paper (15 days before)	Post in local paper (15 days before)
	Provide notice post card to adjacent parcels (225 ft)
	Provide notice to subdivision trustees (1 mile)
	City Website: Public Notice
	City Website: Active Development Project Database Map and Listing
	Petition notification (Sign-Up)
	Petition posted on bulletin board at the front entry of City Hall
	Public hearing signs

Staff Analysis

Date Posted

Generally most municipalities use the 15-day mark. Staff currently posts signs 15 days before the Public Hearing, which corresponds to the publication date in the local newspaper and the date notices are sent to nearby landowners and subdivision trustees. This is the earliest date that signs can be posted in order to provide information on time, place and title.

In order to extend the duration of time the sign is posted, the sign could be posted as soon as the project meets sufficiency and is assigned to a Planner. The duration of time that the sign would be in public view would vary depending on the time it takes the applicant to provide all necessary documentation and review before being placed on a Planning Commission agenda. However, the request could change dependent on Staff's review and the meeting date would be unknown.

Cost of Signage

Current research supports that color does not affect the cost of the sign, however, a larger 24" x 36" inch sign would be double the cost per sign including the stand.

Surrounding Municipalities

Neighboring municipalities use either a single-use (site specific) sign that contains site information with time sensitivity or a standard, universal sign that is used for all public hearings. A standard, universal sign can be made with a more durable material as opposed to a single-use sign.

The audience that the sign is intended for is an important issue to consider when posting signs and comparing to other municipalities. Given the amount of property along major arterial roadways, including highways, the City of Chesterfield's dominant audience would be someone traveling in a vehicle and in many cases, the signs are not pedestrian accessible. The signs are not intended for one to pull over on the side of the road to view, but to provide the necessary information as one passes by in a vehicle. Staff believes that reducing the amount of text and making the text larger is a logical choice.

Alternatives

Mr. Knight presented samples of four different signs for the Committee to consider. Alternatives 1 and 2 are site specific signs while Alternatives 3 and 4 are universal signs. The earliest that Alternative 1 can be posted is 15 days before the public hearing, which is the City's current process, as it contains specific date and time information. Alternatives 2, 3 and 4 can be posted as soon as the petition reaches sufficiency.

Alternative #1

PUBLIC NOTICE	
Ref: _____	
	Date: _____
	Time: _____
636-537-4733	

Alternative #2

PUBLIC NOTICE	
Request: _____	
	More information: Contact Planner of the Day at (636)-537-4733
	www.chesterfield.mo.us

Alternative #3

PUBLIC NOTICE	
This property is subject to Public Hearing	
	More information: Contact Planner of the Day at (636)-537-4733
	www.chesterfield.mo.us

Alternative #4

PUBLIC NOTICE	
This property is subject to Public Hearing	
	More Information (636)-537-4733
	www.chesterfield.mo.us

DISCUSSION

There was extensive discussion on what information is pertinent and the timing on when to post signage. Other topics discussed included the objective of a Public Hearing sign, the length of time the sign is posted, a universal sign versus a site specific sign and size of the sign.

After the discussion, Mr. Wyse stated that Staff will take into account the comments expressed and will develop a policy to bring back to the Committee for review.

D. **Emerald Ash Borer Preparedness Plan 2020 Funding Authorization**

STAFF PRESENTATION

Jim Eckrich, Director of Public Works/City Engineer, stated that the City will be entering year five of the seven year plan to remove all Ash trees within the City right of way. As of October 31, 2019, approximately 3,000 Ash Trees remain. Staff initially expected an annual cost of \$583,000 per year, however, that cost is being reduced this year to \$560,000 and will be allocated as follows:

- **\$300,000 for contractual sidewalk replacement.** This will allow the City to continue to maintain its 252 miles of sidewalk while one street maintenance crew is completely allocated toward Ash Tree removal.

- **\$30,000 for contractual stump removal.** This will cover the cost to grind the stumps from all trees removed. This includes a one-time funding reduction from \$75,000 as annual stump removal costs have been slightly less than \$75,000 and the 2019 Purchase Order for stump removal will maintain a balance of approximately \$50,000 at the end of 2019. Accordingly, a 2020 stump removal allocation of \$30,000 should be sufficient to cover Ash Tree removals in 2020.
- **\$100,000 for reforestation.** Based on the past four years, it appears that the initial estimate for tree replacements (700) was high. It is anticipated that the number of requests for reforestation in 2020 will be 500. Therefore, the request for reforestation has been reduced from \$140,000 to \$100,000.
- **\$85,000 for contractual tree removal.** With the \$40,000 reforestation and \$45,000 stump grinding expenditure reductions, Staff is recommending \$85,000 for contractual tree removal. Public Works maintenance personnel will continue to remove the majority of Ash Trees. However, during the first four years, maintenance personnel have encountered a number of trees that are unusually difficult to remove due to size, overhead utilities, and/or working space. Staff believes that a provision for referring the removal of more difficult trees to a contractor will be safer and more efficient.
- **\$45,000 for personnel.** This represents the actual cost for the temporary full time employee that helps to manage the implementation of the EAB plan.

DISCUSSION

Councilmember Hurt made a motion to forward to City Council a recommendation to approve a \$560,000 allocation from the General Fund - Fund Reserves for costs associated with the 2020 Emerald Ash Borer Preparedness Plan. The motion was seconded by Councilmember Monachella.

Discussion after the Motion

Councilmember DeCampi asked for clarification of the expenditure for the part-time forestry technician and questioned the need for the position. Mr. Eckrich stated that the management of the reforestation program would be too much for the full-time arborist to handle in addition to his regular duties. The part-time technician manages the bid process, selecting the location, advises residents on tree choices, and oversees planting of the trees. Councilmember DeCampi expressed his overall concern with the program.

Councilmember DeCampi made a motion to forward to City Council a recommendation to approve an allocation from the General Fund - Fund Reserves for costs associated with the 2020 Emerald Ash Borer Preparedness Plan with a \$45,000 reduction to eliminate the part-time forestry technician position. The motion died due to lack of a second.

Councilmember Ohley questioned the provision for contractual tree removal. Mr. Eckrich stated that this will allow the City to contract for the removal of approximately 150 trees. He further explained that Staff was initially ahead of schedule for removing trees as the trees during the first three years of the program were generally smaller trees. The remaining trees are now larger and some can take almost a day for City Staff to remove. In some instances, there are overhead utilities, mailboxes and other restrictions that make removal difficult, cumbersome and sometimes hazardous. Deferring removal of such trees to a contractor will keep the City on schedule. With

the reduction in costs for reforestation (\$40,000) and stump grinding (\$45,000), \$85,000 can be allocated toward contractual tree removal without increasing the cost above \$560,000..

In response to questions regarding sidewalk replacement, Mr. Eckrich explained the EAB program and why Staff recommended the current course of action. In response to a question from Councilmember Ohley, Mr. Eckrich stated that contracting out all tree removals would cost substantially more than the \$300,000 allocated for sidewalk replacements. He further explained that the City has three crews that work in the street division. One crew has been allocated exclusively for tree removal. The work they previously performed has been absorbed by the other two crews except for sidewalk replacements. The supplemental allocation for contractual sidewalk replacement enables the City to avoid falling behind in sidewalk replacement due to the reallocation of labor associated with tree removal.

The original motion above was **passed** by a voice vote of 3-1 with Councilmember DeCampi voting nay.

[Please see the attached report prepared by Jim Eckrich, Director of Public Works/City Engineer, for additional information on Emerald Ash Borer Preparedness Plan 2020 Funding Authorization.]

E. Private Street Snow Removal Reimbursement 2020 Funding Authorization

STAFF PRESENTATION

Jim Eckrich, Director of Public Works/City Engineer, stated that in accordance with Public Works Policy 21, annual funding is being requested for snow removal costs on private streets. This requires a recommendation from this Committee and ultimately an allocation from City Council. There are 51 subdivisions eligible to participate in the program with a maximum financial obligation of \$166,000. Therefore, Staff recommends a transfer from the General Fund - Fund Reserves account in the amount of \$166,000.

Councilmember Hurt made a motion to forward to City Council a recommendation of a 2020 transfer of \$166,000 from the General Fund - Fund Reserves, over the 40% policy, to fund the Snow Removal Recoupment Program for private streets. The motion was seconded by Councilmember Monachella.

Discussion after the Motion

In response to Councilmember Ohley's question, Mr. Eckrich stated that this year's allocation is slightly more due to the fact that an additional eligible subdivision has been added.

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

[Please see the attached report prepared by Jim Eckrich, Director of Public Works/City Engineer, for additional information on Private Street Snow Removal Reimbursement 2020 Funding Authorization.]

F. Public Street Acceptance – Olive Street Road

STAFF PRESENTATION

Jim Eckrich, Director of Public Works/City Engineer, stated that Staff has determined that a portion of Olive Street Road (approximately 712 feet; from 150 feet east of Chesterfield Airport Road to 862 feet east of Chesterfield Airport Road) meets the City's design and construction

standards for acceptance as a public street. Therefore, Staff is requesting that Council approve the acceptance of the above mentioned portion of Olive Street Road as a public road, via ordinance.

Councilmember Monachella made a motion to forward the Public Street Acceptance of a portion of Olive Street Road (approximately 712 feet; from 150 feet east of Chesterfield Airport Road to 862 feet east of Chesterfield Airport Road) 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 6, 2020 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 – Olive Street Road.]

IV. OTHER

V. ADJOURNMENT

The meeting adjourned at 6:50 p.m.

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator
From: Justin Wyse, Director of Planning *JW*
Date: January 6th, 2020 Bill 3274

RE: **P.Z. 11-2019 318 N. Eatherton Rd** A change in zoning from “NU” Non-Urban District and “PI” Planned Industrial District to create a new “PI” Planned Industrial District at 318 N. Eatherton Road and a portion of 340 N. Eatherton Road.

Summary

John Follmer, with Follmer Real Estate, LLC, is requesting a zoning map amendment to a new “PI” Planned Industrial District for a total of 2.05 acres of land, consisting of a 1.05 acre parcel which is zoned “PI” Planned Industrial District and a 1.00 acre tract of land which is currently zoned “NU” Non-Urban District. The subject site is located east of North Eatherton Road, south of its intersection with Wardenburg Road. The purpose of this request is to allow for the use of the land to store materials and equipment for a landscaping business.

The new “PI” Planned Industrial District would allow for the development of a 5,400 square foot storage building, trash enclosures, and material storage bins on the site.

A Public Hearing was held on October 28, 2019, and there were no issues raised by the Planning Commission pertaining to this petition.

On November 13, 2019 this petition was next brought before the Planning Commission. Planning Commission made a motion to approve P.Z. 11-2019 318 N. Eatherton Rd with the proposed Attachment A language included in the November 13, 2019 meeting packet. The motion passed by a vote of 7-0.

On December 5, 2019 the Planning and Public Works Committee met and discussed the petition. A motion to recommend approval was passed by a vote of 4-0 with one amendment:

1. Cross access shall be required to all adjacent properties.

Attached to this report please find a copy of the Attachment A and Preliminary Development Plan.

Attachments: Attachment A
Preliminary Development Plan



Figure 1: Subject Site Aerial

BILL NO. 3274

ORDINANCE NO. _____

AN ORDINANCE REPEALING CITY OF CHESTERFIELD ORDINANCE 2705 TO ESTABLISH A NEW “PI” PLANNED INDUSTRIAL DISTRICT FOR A 2.05 ACRE TRACT OF LAND LOCATED EAST OF NORTH EATHERTON ROAD, SOUTH OF ITS INTERSECTION WITH WARDENBURG ROAD (JOHN FOLLMER) [P.Z. 11-2019 318 N. Eatherton Rd. 18W410026, 18W420080].

WHEREAS, the petitioner, John Follmer, has requested a zoning map amendment from the “PI” Planned Industrial District and the “NU” Non-Urban District to a “PI” Planned Industrial District for a 2.05 acre tract of land located on the north side of Olive Street Road west of its intersection with Premium Way; and,

WHEREAS, a Public Hearing was held before the Planning Commission on October 28, 2019; and,

WHEREAS, the Planning Commission having considered said request, recommended approval of the change of zoning request by a vote of 7-0; and

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the change of zoning request with one amendment by a vote of 4-0; and,

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

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

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a “PI” Planned Industrial District designation for 2.05 acres located east of North Eatherton Road, south of its intersection with Wardenburg Road and as described as follows:

A tract of land being in U.S. Survey 362, Township 45 North, Range 3 East of the Fifth principal Meridian, City of Chesterfield, St. Louis County, Missouri and being more particularly described as follows:

Beginning at found spindle at the Northwest Corner of a tract of land conveyed to Follmer Real Estate by Deed Book 21860 Page 3033 in the St. Louis County Records, said point being on the East right-of-way line of Eatherton Road, variable width, thence North 78 degrees 02 minutes 53 seconds East, 405.48 feet, thence South 11 degrees 57 minutes 07 seconds East, 220.15 feet to the North line of a tract of land conveyed to St. Louis County by Deed Book 8887 Page 2392; thence South 77 degrees 58 minutes 08 seconds West along the North line of said St. Louis County tract, 405.48 feet to the East right-of-way line of said Eatherton Road; thence North 11 degrees 57 minutes 07 seconds

west along said East right-of-way line of Eatherton Road, 220.71 feet to the point of beginning. Containing 89,379 square feet or 2.052 acres, more or less.

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

Section 3. The City Council, pursuant to the petition filed by John Follmer in P.Z. 11-2019, 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 28th day of October 2019, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this _____ day of _____, 2020.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 01/06/2020

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:

Section I. Access/Access Management, page 3. Add the following language:

2. Cross access shall be provided to all adjacent properties.

Green Sheet

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 “PI” Planned Industrial District shall be:
 - a. Cultivation and sale of plant crops, commercial vegetable and flower gardening as well as plant nurseries and greenhouses;
 - b. Yard for storage of contractors’ equipment, materials, and supplies.
2. The above uses in this “PI” Planned Industrial District shall be restricted as follows:
 - a. All areas used for outdoor storage will be screened as approved by the Planning Commission.
3. Hours of Operation.
 - a. Hours of operation for this “PI” Planned Industrial District shall not be restricted.

B. FLOOR AREA, HEIGHT, AND BUILDING REQUIREMENTS

1. Floor Area
 - a. Total building floor area shall not exceed 25,000 square feet.
2. Height
 - a. The maximum height of the building, exclusive of roof screening, shall not exceed thirty-five (35) feet.
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 .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. Thirty (30) feet from the right-of-way of Eatherton Road on the western boundary of the “PI” Planned Industrial District.
- b. Ten (10) feet from the northern boundary of the “PI” Planned Industrial District.
- c. Ten (10) feet from the eastern boundary of the “PI” Planned Industrial District.
- d. Ten (10) feet from the southern boundary of the “PI” Planned Industrial 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 of Eatherton Road.
- b. Zero (0) feet from the northern boundary of the “PI” Planned Industrial District.
- c. Ten (10) feet from the eastern boundary of the “PI” Planned Industrial District.
- d. Ten (10) feet from the southern boundary of the “PI” Planned Industrial 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. Construction Parking
 - a. The streets surrounding this development and any street used for construction access thereto shall be cleaned throughout the day. The developer shall keep the road clear of mud and debris at all times.
 - b. Provide adequate off-street stabilized parking area(s) for construction employees and a washdown station for construction vehicles entering and leaving the site in order to eliminate the condition whereby mud from construction and employee vehicles is

tracked onto the pavement causing hazardous roadway and driving conditions.

- c. No construction related parking shall be permitted within right of way of North Eatherton Road or on any other 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 the St. Louis County Department of Transportation for sight distance considerations and approved prior to installation or construction.

G. LIGHT REQUIREMENTS

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

H. ARCHITECTURAL

1. The development shall adhere to the Architectural Review Standards of the City of Chesterfield Code.
2. Trash enclosures: All exterior trash areas will be enclosed with a minimum six (6) foot high sight-proof enclosure complemented by adequate landscaping. The location, material, and elevation of any trash enclosures will be as approved by the City of Chesterfield on the Site Development Plan.

I. ACCESS/ACCESS MANAGEMENT

1. Access to this development from Eatherton Road shall be via one commercial entrance, as shown on the Preliminary Plan, located to provide required sight distance and constructed to St. Louis County standards as directed by the City of Chesterfield and St. Louis County Department of Transportation

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. 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.
2. Improve Eatherton Road to a sixty (60) foot right-of-way and a thirty-eight (38) width pavement with seven (7) foot shoulders with required tapers and including all storm drainage facilities as directed by the St. Louis County Department of Transportation.
3. If required sight distance cannot be provided at the access locations, acquisition of right-of-way, reconstruction of pavement including correction to the vertical alignment and other off-site improvements may be required to provide adequate sight distance as directed by the St. Louis County Department of Transportation.
4. A five (5) foot wide sidewalk shall be installed along the Eatherton Road frontage. The sidewalk shall be located within a six (6) foot wide easement as directed by the City of Chesterfield. Said sidewalk and easement shall allow for public access across the site and the sidewalk shall be maintained by the property owner. All pedestrian facilities shall adhere to the 2010 ADA Standards for Accessible Design or most current, specifically regarding the site arrival points. Internal sidewalks shall connect to frontage pedestrian access.
5. The developer is advised that utility companies will require compensation for relocation of their facilities with public road right-of-way. Utility relocation cost shall not be considered as an allowable credit against the petitioner's traffic generation assessment contributions. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements.

K. TRAFFIC STUDY

1. Provide a traffic study as directed by the City of Chesterfield. 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. The storm water management facilities shall be operational prior to paving of any driveways or parking areas in non-residential development or issuance of building permits exceeding sixty percent (60%) of approved dwelling units in each plat, watershed or phase of residential developments. The location and types of storm water management facilities shall be identified on the Site Development Plan(s).
3. The Chesterfield Valley Master Storm Water Plan indicates a twenty (20) foot wide flat bottom ditch with four (4) foot horizontal to one (1) foot vertical side slopes shall be constructed for 100 feet along the west property line (Eatherton Road frontage). The channel is to begin at the southwest corner of the property and extend 100 feet to the north along Eatherton Road. The developer shall be responsible for construction of the required storm water improvements and coordination 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. The developer may elect to propose alternate geometry, size and/or type of storm water improvements that are functionally equivalent to the required improvements. 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 Public Works 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 formed 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.

4. Provide a Chesterfield Valley Storm Water Easement along the west property line (Eatherton Road frontage) to accommodate the future construction of the Chesterfield Valley Master Storm Water Plan channel in that area, and depict the channel on the Site Development Plan and Improvement Plan(s). Maintenance of the required channel shall be the responsibility of the property owner.
5. All Chesterfield Valley Master Storm Water Plan improvements shall be operational prior to the paving of any driveways or parking areas.

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

P. MISCELLANEOUS

1. All utilities will be installed underground.
2. 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. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.

II. TIME PERIOD FOR SUBMITTAL OF SITE DEVELOPMENT PLANS

- A.** The developer shall submit a concept plan within eighteen (18) months of City Council approval of the change of zoning.
- B.** In lieu of submitting a Site Development Concept Plan and Site Development Section Plans, the petitioner may submit a Site Development Plan for the entire development with eighteen (18) months of the date of approval of the change of zoning by the City.
- C.** Failure to comply with these submittal requirements will result in the expiration of the change of zoning and will require a new Public Hearing.
- D.** Said Plan shall be submitted in accordance with the combined requirements for Site Development Section and Concept Plans. The submission of Amended Site Development Plans by sections of this project to the Planning Commission shall be permitted if this option is utilized.
- E.** Where due cause is shown by the developer, this time interval for plan submittal may be extended through appeal to and approval by the Planning Commission.

III. COMMENCEMENT OF CONSTRUCTION

- A.** Substantial construction shall commence within two (2) years of approval of the Site Development Concept Plan or Site Development Plan, unless otherwise authorized by ordinance.
- B.** Where due cause is shown by the developer, the City Council may extend the period to commence construction for two (2) additional years.

IV. GENERAL CRITERIA

A. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

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

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

V. TRUST FUND CONTRIBUTION

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

A. ROADS

1. The roadway improvement contribution is based on land and building use. The roadway contributions are necessary to help defray the cost of engineering, right-of-way acquisition, and major roadway construction in accordance with the Chesterfield Valley Road Improvement Plan on file with the St. Louis County Department of Highways and Traffic. The amount of the developer's contribution to this fund shall be computed based on the following:

Type of Development

Required Contribution

General Retail	\$2,319.85/parking space
General Office	\$773.24/parking space
Loading Space	\$3,796.14/parking space

(Parking Space as required by the site-specific ordinance.)

If types of development proposed differ from those listed, rates shall be provided by the Saint Louis County Department of Transportation.

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.

Credits for roadway improvements required will be awarded as directed by the Saint Louis County Department of Transportation. Any portion of the roadway improvement contribution that remains, following completion of road improvements required by the development, shall be retained in the appropriate Trust Fund. Credits for roadway improvements will be as approved by the City of Chesterfield and/or the Saint Louis County Department of Transportation

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.

2. 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.
3. 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.
4. The amount of all required contributions, if not submitted by January 1, 2020, shall be adjusted on that date and on the first January in each succeeding year thereafter in accordance with the construction cost

index as determined by the Saint Louis County Department of Transportation.

5. Prior to Special Use Permit issuance by the Saint Louis County Department of Highways and Traffic, a special cash escrow or a special escrow supported by an Irrevocable Letter of Credit, must be established with the Saint Louis County Department of Transportation to guarantee completion of the required roadway improvements.

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 \$933.02 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 Lewis Sewer District. The amount of the storm water contribution will be computed based on \$2,960.28 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.

VI.RECORDING

Within sixty (60) days of approval of any Site Development Plan by the Planning Commission, the approved plan shall be recorded with the St. Louis County Recorder of Deeds.

VII.ENFORCEMENT

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

A TRACT OF LAND BEING IN U.S. SURVEY 362, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT FOUND SPINDLE AT THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO FOLLMER REAL ESTATE BY DEED BOOK 21860 PAGE 3033 IN THE ST. LOUIS COUNTY RECORDS, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF EATHERTON ROAD, VARIABLE WIDTH, THENCE NORTH 78 DEGREES 02 MINUTES 53 SECONDS EAST, 405.48 FEET, THENCE SOUTH 11 DEGREES 57 MINUTES 07 SECONDS EAST, 220.15 FEET TO THE NORTH LINE OF A OF A TRACT OF LAND CONVEYED TO ST. LOUIS COUNTY BY DEED BOOK 8887 PAGE 2392; THENCE SOUTH 77 DEGREES 58 MINUTES 08 SECONDS WEST ALONG THE NORTH LINE OF SAID ST. LOUIS COUNTY TRACT, 405.48 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID EATHERTON ROAD; THENCE NORTH 11 DEGREES 57 MINUTES 07 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE OF EATHERTON ROAD, 220.71 FEET TO THE POINT OF BEGINNING. CONTAINING 89,379 SQUARE FEET OR 2.052 ACRES, MORE OR LESS.

STORMWATER MANAGEMENT SHALL BE DESIGNED PURSUANT TO THE CITY OF CHESTERFIELD AND METROPOLITAN ST. LOUIS SEWER DISTRICT REQUIREMENTS AND DISCHARGED AT AN ADEQUATE NATURAL DISCHARGE POINT.

THE LOCATION OF STORM SEWER IMPROVEMENTS ARE APPROXIMATE ONLY. ACTUAL CONDITIONS AND SHALL BE INDICATED ON THE LOCATION SHALL BE DETERMINED BY FIELD IMPROVEMENT PLANS.

GRADING SHALL BE PER CITY OF CHESTERFIELD STANDARDS

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 SHALL BE LOCATED IN EXCAVATION, OR CONSTRUCTION OF IMPROVEMENTS IN THE FIELD PRIOR TO ANY GRADING. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319, RSMO.

THIS PLAN IS A CORRECT REPRESENTATION OF ALL EXISTING AND PROPOSED LAND DIVISIONS. IN THE PREPARATION OF THIS PLAN, NO GRADING BALANCES HAVE BEEN DONE AND THIS PRELIMINARY DEVELOPMENT PLAN IS SUBJECT TO THAT WHICH A MORE DETAILED EVALUATION MAY INDICATE. SOILS AND SUBSURFACE INFORMATION HAVE NOT BEEN AVAILABLE AND HENCE NOT TAKEN INTO ACCOUNT. ZONING DENSITY IS ASSUMED. THE LOCATION, CAPACITY AND AVAILABILITY OF UTILITIES ARE TAKEN FROM AVAILABLE INFORMATION WITHOUT VERIFICATION. ACCORDINGLY, THE UNDERSIGNED DISCLAIMS RESPONSIBILITY FOR THE ACCURACY OF THE AFORESAID MATTERS FOR DILIGENCE THAT WOULD BE NECESSARY TO ADDRESS ALL OTHER ISSUES OF DEVELOPMENT.

TIMOTHY J. MEYER, P.E.
PROFESSIONAL ENGINEER
E-24665

ERIC J. KIRBY, P.L.S.
PROFESSIONAL LAND SURVEYOR
P.L.S. #2065000074

MISSOURI AMERICAN WATER COMPANY
LACLEDE GAS COMPANY
CHARTER COMMUNICATION
AMEREN
AT&T

THIS SITE IS IN THE FOLLOWING DISTRICTS:
MISSOURI RIVER WATERSHED
MONARCH FIRE PROTECTION DISTRICT
ROCKWOOD SCHOOL DISTRICT
METROPOLITAN SEWER DISTRICT

PROPOSED GRADE
EXISTING GROUND
FF 465.5

SECTION AA

PROPOSED STRUCTURE
PROPOSED GRADE
EXISTING GROUND
FF 465.5

SECTION BB

ST. LOUIS COUNTY BENCHMARK: ELEV = 461.10
STANDARD ALUMINUM DISK STAMPED SL-41 1990 DISK
IS SET ALONG THE EAST SIDE OF EATHERTON ROAD JUST NORTH
OF THE SHELL PIPELINE MARKER. 10' EAST OF THE CENTERLINE
OF EATHERTON AND 50' NORTH OF THE EAST PIPELINE MARKER.
APPROXIMATELY 1.1 MILE SOUTH OF THE INTERSECTION OF OLIVE
STREET ROAD AND EATHERTON ROAD. (#330 EATHERTON)

U.S. SURVEY 362
U.S. SURVEY 132

U.S. SURVEY 362
U.S. SURVEY 132

PROPERTY N/F OF
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D.B. 10890, PG. 2619

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ELCO MISSOURI
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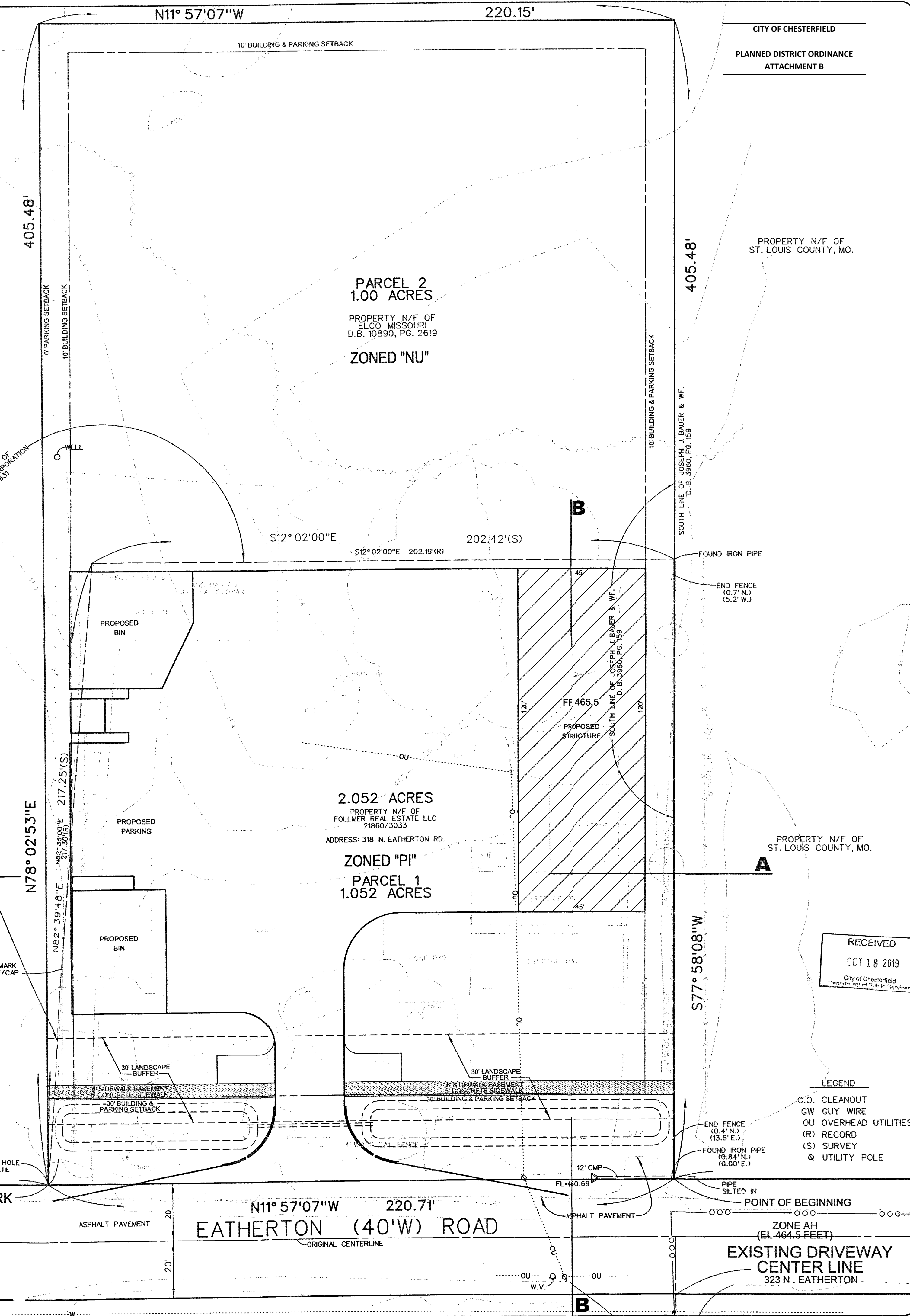
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ELCO MISSOURI
D.B. 10890, PG. 2619



JOHN FOLLMER
2584 FORST DRIVE
OFALLON, MO 63368
314.568.4696

VOLZ
Incorporated
10849 INDIAN HEAD BLVD
ST. LOUIS, MISSOURI 63132
314.426.6212 MAIN
314.890.1250 FAX

318 N. EATHERTON ROAD

A TRACT OF LAND IN U.S. SURVEY 362
TOWNSHIP 45 NORTH - RANGE 3 EAST
ST. LOUIS COUNTY, MISSOURI

PRELIMINARY
DEVELOPMENT
PLAN

RECEIVED OCT 18 2019
City of Chesterfield
Department of Public Services

LEGEND
C.O. CLEANOUT
GW GUY WIRE
OU OVERHEAD UTILITIES
(R) RECORD
(S) SURVEY
& UTILITY POLE

RECEIVED OCT 18 2019
City of Chesterfield
Department of Public Services

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator
From: Justin Wyse, Director of Planning 
Date: January 6, 2020 Bill No. 3275

RE: **P.Z. 13-2019 84 Lumber, Adj. Lot 2 (17511 Chesterfield Airport Rd):**
A request to amend Ordinance 2969 to establish new permitted uses and revise the development criteria for a 13.023 acre tract of land within an existing “PC” Planned Commercial District located on the north side of Chesterfield Airport Road east of Long Road (17U510084).

Summary

Green Bay Properties, LLC (property owner under contract of Proposed Lot A), on behalf of property owner TSG Chesterfield Airport Road, LLC, is requesting an ordinance amendment to City of Chesterfield Ordinance 2969 with respect to permitted uses and development criteria for 84 Lumber, Adjusted Lot 2. This amendment would add a new permitted use and revise and update the development conditions for the existing “PC” Planned Commercial District on 13.023 acres of land located at the north side of Chesterfield Airport Road east of Long Road.

The primary requests are to add “automobile dealership” as a permitted use and to increase the building story height from one (1) to two (2) story construction. Minor updates are included with the development criteria in the existing Attachment A, including applicable restrictions on the proposed use. An updated Preliminary Development Plan has also been submitted for consideration.

A Public Hearing was held on October 16th, 2019, and there were no speakers in opposition to this petition. One issue was raised pertaining to the number of proposed parking spaces to which the applicant has formally responded.

On November 13th, 2019, the Planning Commission made a motion to recommend approval of P.Z. 13-2019 84 Lumber, Adj. Lot 2 (17511 Chesterfield Airport Rd), which passed by a vote of 7-0.

The Planning and Public Works Committee met and discussed the petition on December 5, 2019, where a motion to recommend approval was passed by a vote of 4-0.

Attached to this report please find the draft Legislation, Attachment A, Applicant’s Narrative Statement, and the Preliminary Development Plan.

Attachments: Legislation
Attachment A
Narrative Statement
Preliminary Development Plan Packet



Figure 1: Subject Site Aerial

AN ORDINANCE AMENDING CITY OF CHESTERFIELD ORDINANCE 2969 TO ESTABLISH A NEW PERMITTED USE AND REVISE DEVELOPMENT CRITERIA FOR A 13.023 ACRE TRACT OF LAND WITHIN AN EXISTING “PC” PLANNED COMMERCIAL DISTRICT LOCATED ON THE NORTH SIDE OF CHESTERFIELD AIRPORT ROAD EAST OF LONG ROAD (P.Z. 13-2019 84 LUMBER, ADJ. LOT 2 [17511 CHESTERFIELD AIRPORT RD] – 17U510084).

WHEREAS, the petitioner, Green Bay Properties, LLC, on behalf of property owner TSG Chesterfield Airport Road, LLC, has requested an ordinance amendment to City of Chesterfield Ordinance 2969 to establish a new permitted use and revise development criteria for a 13.023 acre tract of land within an existing “PC” Planned Commercial District located on the north side of Chesterfield Airport Road east of Long Road; and,

WHEREAS, a Public Hearing was held before the Planning Commission on October 16, 2019; and,

WHEREAS, the Planning Commission having considered said request, recommended approval of the amendment by a vote of 7-0; and

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the amendment by a vote of 4-0; 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. The City of Chesterfield Ordinance 2969 is hereby amended for 13.023 acres north of Chesterfield Airport Road east of Long Road and as described as follows:

A tract of land being Adjusted Lot 2 of the Boundary Adjustment Plat of 84 Lumber Subdivision as recorded in Plat Book 367 Page 350 of the St. Louis County Records, and part of U.S. Survey 125, located in Township 45 North, Range 4 East of the 5th Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the southwest corner of Chesterfield Airport Road 17505 as recorded in Plat Book 365 Page 150 of the St. Louis County records, said point being on the north right of way line of Chesterfield Airport Road, 100 feet wide; thence South 89 degrees 31 minutes 27 seconds West, along the north right of way line of said Airport Road, 520.40 feet, to the southeast corner of Lot 1 of above said 84 Lumber Subdivision; thence the following courses and distance along the east and south lines of Lot 1 of said 84 Lumber Subdivision: North 00 degrees 49 minutes 46 seconds East, 367.38 feet;

North 89 degrees 31 minutes 24 seconds East 406.95 feet; and North 00 degrees 45 minutes 19 seconds East, 641.93 feet to the south right of way line of Interstate 64, variable width; thence South 84 degrees 19 minutes 27 seconds East, along the south line of said Interstate 64, 505.66 feet, to the west line of Chesterfield Commons Seven as recorded in Plat Book 359 Page 156 of the St. Louis County records; thence South 00 degrees 28 minutes 53 seconds West, along the west line of said Chesterfield Commons Seven, 754.45 feet; thence South 89 degrees 31 minutes 27 seconds West, along the north line of Outparcel 2 of said Chesterfield Commons Seven, and the north line of said Chesterfield Airport Road 17505, 395.35 feet, to the northwest corner of said Chesterfield Airport Road 17505; thence South 00 degrees 31 minutes 19 seconds West, along the West line of said Chesterfield Airport Road 17505, 200.56 feet; to the POINT OF BEGINNING. Containing 567,264 square feet or 13.023 acres, more or less, according to calculations performed by Stock & Associates Consulting Engineers, Inc. on May 3rd 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 Green Bay Properties, LLC in P.Z. 13-2019, requesting the ordinance 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 16th day of October 2019, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this _____ day of _____, 2020.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 01/06/2020

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 service
- b. Art gallery
- c. Art studio
- d. Automobile dealership
- e. Automotive retail supply
- f. Bakery
- g. Banquet facility
- h. Bar
- i. Barber or beauty shop
- j. Brewpub
- k. Check-cashing facility
- l. Church and other places of worship
- m. Coffee shop
- n. Coffee shop, drive-through
- o. Community center
- p. Day-care center
- q. Drugstore and pharmacy
- r. Drugstore and pharmacy, with drive-through
- s. Dry-cleaning establishment
- t. Dry-cleaning establishment, with drive-through
- u. Financial institution, no drive-through

- v. Financial institution, with drive-through
- w. Grocery, community
- x. Grocery, neighborhood
- y. Hotel and motel
- z. Hotel and motel, extended stay
- aa. Laundromat
- bb. Office-dental
- cc. Office-general
- dd. Office-medical
- ee. Oil change facility
- ff. Recreation facility
- gg. Restaurant-fast-food
- hh. Restaurant-sit-down
- ii. Restaurant-take-out
- jj. Retail sales establishment-community
- kk. Retail sales establishment-neighborhood
- ll. Specialized private school
- mm. Theater, indoor
- nn. Vehicle repair and service facility

2. Outdoor Storage and Sales Activity

- a. All outdoor storage shall be prohibited within this development, with the exception of automotive vehicles in conjunction with an “Automobile Dealership”. Outdoor storage for the use “Automobile Dealership” shall be as approved on the Site Development Plan.
- b. All outdoor sales activity shall be limited to patio and pedestrian areas located adjacent to the storefronts of retail users, with the exception of an “Automobile Dealership”. Outdoor sales and/or displays for the use “Automobile Dealership” shall be as approved on the Site Development Plan.

3. Hours of Operation

- a. Uses “e”, “q”, “r”, “w”, “x”, “jj”, and “kk” above shall be restricted to hours of operation open to the public 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.
- b. All deliveries and trash pick-ups shall be limited to the hours from 7:00 AM to 11:00 PM.

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

1. Floor Area

- a. The total building floor area of any single building within this development, exclusive of a hotel, shall not exceed 50,000 square feet.

2. Height

- a. The maximum height including parapets and rooftop equipment of all buildings shall not exceed forty-two (42) feet.
- b. All buildings within this development shall be limited to two (2) story construction, only with the exception of a hotel.

3. Building Requirements

- a. A minimum of thirty-five percent (35%) openspace is required for this development.
- b. This development shall have a maximum F.A.R. of 0.55.
- c. Uses “y” and “z” above shall be restricted to a maximum of 120 rooms.

C. SETBACKS

1. Structure Setbacks

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

- a. Thirty (30) feet from the southern boundary of this district that fronts on Chesterfield Airport Road.

- b. Fifty-five (55) feet from the northern boundary of this district that fronts on I-64/US 40.
 - c. Ten (10) feet from all other boundary lines within this district.
- 2. Parking Setbacks

No parking stall or 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 southern boundary of this district that fronts on Chesterfield Airport Road.
 - b. Fifty-five (55) feet from the northern boundary of this district that fronts on I-64/US 40.
 - c. Zero (0) feet from all other boundary lines within this district.

D. PARKING AND LOADING REQUIREMENTS

- 1. Parking and loading spaces for this development shall be as required in the City of Chesterfield Unified Development Code.
- 2. 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.
- 3. Provide adequate temporary off-street parking for construction employees. Parking on non-surfaced areas shall be prohibited in order to eliminate the condition whereby mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.
- 4. Parking lots shall not be used as streets.

E. LANDSCAPE AND TREE REQUIREMENTS

The developer shall adhere to the Tree Preservation and Landscape Requirements of the City of Chesterfield Unified Development Code.

F. SIGN REQUIREMENTS

- 1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Unified Development Code or a Sign Package may be submitted for the planned district. Sign packages shall adhere to the City of Chesterfield Unified Development Code.
- 2. Installation of Landscaping and Ornamental Entrance Monument or Identification Signage construction, if proposed, shall be reviewed by

the City of Chesterfield, and/or the St. Louis County Department of Transportation, for sight distance consideration and approved prior to installation or construction.

G. LIGHT REQUIREMENTS

1. Provide a lighting plan and cut sheet in accordance with the City of Chesterfield Unified Development Code.
2. Street lights shall be provided along Chesterfield Airport Road in accordance with the City of Chesterfield Unified Development Code and as directed by the City of Chesterfield.

H. ARCHITECTURAL

1. The development shall adhere to the Architectural Review Standards of the City of Chesterfield Unified Development Code.
2. Trash enclosures: All exterior trash areas will be enclosed with a minimum six (6) foot high sight-proof enclosure complemented by adequate landscaping. The location, material, and elevation of any trash enclosures will be as approved by the City of Chesterfield on the Site Development Plan.

I. ACCESS/ACCESS MANAGEMENT

1. Access to this development from Chesterfield Airport Road shall be limited to one (1) commercial entrance located opposite Valley Center Drive to be shared with the adjacent AutoZone property to the east as shown on the Preliminary Plan. The entrance shall be built to Saint Louis County Standards, as directed by the Saint Louis County Department of Transportation and shall be located to provide adequate sight distance, as directed by the Saint Louis County Department of Transportation.
2. If required sight distance cannot be provided at the access locations, acquisition of right-of-way, reconstruction of pavement including correction to the vertical alignment and other off-site improvements may be required to provide adequate sight distance as directed by the Saint Louis County Department of Transportation.
3. Construct an eight (8) foot wide full depth shoulder along the frontage on Chesterfield Airport Road, as directed by the Saint Louis County Department of Transportation.
4. Access to this development from Arnage Road shall be via a roadway extension as shown on the Preliminary Plan.
5. Provide ingress/egress and cross access easements and temporary slope construction license or other appropriate legal instrument or

agreement guaranteeing permanent access between parcels in this development and the public and to ensure access rights to Chesterfield Airport Road, the new portion of Arnage Road, and the new access road for all parcels in the development as directed by the St. Louis County Department of Transportation and the City of Chesterfield.

6. Provide cross access easements and temporary slope construction license or other appropriate legal instruments or agreements guaranteeing permanent access between this site and all adjacent properties as directed by the St. Louis County Department of Transportation and the City of Chesterfield.

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Construct a new north/south access road as shown on the Preliminary Plan that will connect to Arnage Road.
2. Construct an extension to Arnage Road that will connect to the existing portion of Arnage Road and extended approximately 910 feet to the west of the existing terminus. The western terminus of Arnage Road shall be aligned to allow for a future connection to the west to Caprice Drive through 17519 Chesterfield Airport Road and 17525 Chesterfield Airport Road.
3. All new roadways proposed as part of this development shall be privately maintained.
4. The new north/south access road and Arnage Road shall be constructed prior to or concurrently with construction and in any case shall be completed prior to issuance of occupancy permits. The portion of Arnage Road west of the new north/south access road may be constructed in phases in conjunction with construction on Lots D, C, and B, as approved by the City of Chesterfield. Each phased terminus shall provide a suitable turn around and end of pavement signage/stub street signage.
5. Provide a 5 foot wide sidewalk, conforming to ADA standards, along Chesterfield Airport Road, Arnage Road, and the western side of the new north/south access road as shown on the Preliminary Plan. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects. The sidewalk shall be privately maintained and may be located within right-of-way controlled by another agency, if permitted by that agency, or on private property.

6. Internal sidewalks shall be provided to each lot from the sidewalks along the adjacent roadways creating accessible pedestrian paths to the proposed buildings. Internal sidewalks and curb ramps shall conform to ADA standards.
7. Obtain approvals from the City of Chesterfield and the Saint Louis County Department of Transportation and other entities as necessary for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
8. Additional right-of-way and road improvements shall be provided, as required by Saint Louis County Department of Transportation and the City of Chesterfield.
9. Stub street signage, in conformance with Article 04-09 of the Unified Development Code of the City of Chesterfield, shall be posted within 30 days of the street pavement being placed.
10. Any work within MoDOT's right of way will require a MoDOT permit.
11. The petitioner shall provide adequate detention and/or hydraulic calculations for review and approval of all storm water that will affect MoDOT right of way.
12. 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.
13. Due to the close proximity to Interstate 64, any sound mitigation is the responsibility of the owner/developer. MoDOT will not provide any noise mitigation measures for this development.
14. Prior to Special Use Permit issuance by the Saint Louis County Department of Transportation, a special cash escrow or a special escrow supported by an Irrevocable Letter of Credit, must be established with the Saint Louis County Department of Transportation to guarantee completion of the required roadway improvements.

K. TRAFFIC STUDY

1. Provide a traffic study as directed by the City of Chesterfield and/or the St. Louis County Department of Highways and Traffic. The scope of the study shall include internal and external circulation and may be limited to site specific impacts, such as the need for additional lanes, entrance configuration, geometrics, sight distance, traffic signal modifications or other improvements required, as long as the

density of the proposed development falls within the parameters of the City's traffic model. Should the density be other than the density assumed in the model, regional issues shall be addressed as directed by the City of Chesterfield.

2. Provide a sight distance evaluation report, as required by the City of Chesterfield, for the proposed entrance onto Chesterfield Airport Road. If adequate sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to the vertical alignment, and/or other off-site improvements shall be required, as directed by the City of Chesterfield and/or the Missouri Department of Transportation.

L. POWER OF REVIEW

City Council Review of Planning Commission Decisions (Power of Review) shall apply to this development in accordance with Section 31-02-20 of the Unified Development 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. 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. The lowest opening of all structures shall be set at least two (2) feet higher than the one hundred (100) year high water elevation in detention/retention facilities.
6. Locations of site features such as lakes and detention ponds must be approved by the City of Chesterfield and the Metropolitan Saint Louis Sewer District.

7. The 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.
8. 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.
9. 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.

10. 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.
11. The developer shall reimburse the Chesterfield Valley Mitigation Bank Program for any jurisdictional wetlands that have been identified on this site. The reimbursement is required prior to approval of a Grading Permit, Improvement Plans, or issuance of any Building Permits. The reimbursement amount is based on the total acres delineated on the site requiring mitigation and will be the proportionate share of the cost of establishment of the mitigation area.
12. Formal MSD review, approval, and permits are required prior to construction.
13. Post construction water quality Best Management Practices (BMPs) are required to treat the extents of the project's disturbed area. A Water Quality Area is depicted on Lot A which would appear to service the development area in one common location. MSD would be amenable to this under the following conditions:
 - a. A subdivision trusteeship would need to be established. The water quality area would need to be located within a common ground or easement dedicated to the trusteeship. A standard MSD maintenance agreement would need to be recorded on the property.
 - b. The water quality area would need to service a drainage area limited to the confines of the proposed commercial subdivision. Offsite flows from beyond this proposed development area would need to be diverted around the water quality feature.
 - c. Tributary acreage to a facility would need to be limited to less than 5 acres in order to ensure the basin's performance and longevity. Given the size of Lot A, a separate facility(ies) may need to be broken out and configured to serve that particular property.
 - d. If the arrangements noted above cannot be met, individualized BMPs to serve each lot and the access road will need to be integrated into the layout.
14. Approval from the City of Chesterfield and the Monarch Chesterfield Levee District indicating that the final plans conform to their master stormwater conveyance plan will be required prior to formal MSD plan approval.

N. SANITARY SEWER

1. Public sanitary sewers shall be extended to serve each lot.
2. Sanitary sewers shall be as approved by the City of Chesterfield and the Metropolitan St. Louis Sewer District.
3. The sanitary lift station (as depicted south of Lot E on the Preliminary Plan) is the nearest sanitary sewer location. The lift station must obtain construction approval from MSD prior to the District concurring with occupancy for this development.

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

P. MISCELLANEOUS

1. All utilities will be installed underground.
2. Prior to redevelopment of this property, provide detailed plans to MoDOT for review and approval.
3. Public art installations shall be required in the locations depicted on the Preliminary Plan attached hereto as Attachment "B."
4. Street lights shall be required along public right-of-way frontage.
5. The developer is advised that utility companies will require compensation for relocation of their facilities within public road right-of-way. Utility relocation cost shall not be considered as an allowable credit against the petitioner's traffic generation assessment contributions. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements.
6. 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 of Chesterfield, Missouri Code, with the exception of the land use designation, shall be required where applicable.

7. 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, MoDOT, and Saint Louis County Department of Highways and Traffic. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
8. 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.
9. Prior to final release of subdivision construction deposits, the developer shall provide certification by a registered land surveyor that all monumentation depicted on the record plat has been installed and United States Public Land Survey Corners have not been disturbed during construction activities or that they have been reestablished and the appropriate documents filed with the Missouri Department of Natural Resources Land Survey Program, as necessary.
10. 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 and the City of Wildwood 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. TIME PERIOD FOR SUBMITTAL OF SITE DEVELOPMENT CONCEPT PLANS AND SITE DEVELOPMENT PLANS

- A.** The developer shall submit a concept plan within eighteen (18) months of City Council approval of the change of zoning.
- B.** In lieu of submitting a Site Development Concept Plan and Site Development Section Plans, the petitioner may submit a Site Development Plan for the entire development within eighteen (18) months of the date of approval of the change of zoning by the City.
- C.** Failure to comply with these submittal requirements will result in the expiration of the change of zoning and will require a new public hearing.
- D.** Said Plan shall be submitted in accordance with the combined requirements for Site Development Section and Concept Plans. The submission of Amended Site Development Plans by sections of this project to the Planning Commission shall be permitted if this option is utilized.
- E.** Where due cause is shown by the developer, the City Council may extend the period to submit a Site Development Concept Plan or Site Development Plan for eighteen (18) months.

III. COMMENCEMENT OF CONSTRUCTION

- A.** Substantial construction shall commence within two (2) years of approval of the Site Development Concept Plan or Site Development Plan, unless otherwise authorized by ordinance.
- B.** Where due cause is shown by the developer, the City Council may extend the period to commence construction for two (2) additional years.

IV. GENERAL CRITERIA

A. SITE DEVELOPMENT 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 Highways and Traffic, Monarch Chesterfield Levee District, Spirit of St. Louis Airport and the Missouri Department of Transportation.
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 open space percentage for overall development including separate percentage for each lot on the plan.
6. Provide Floor Area Ratio (F.A.R.).
7. A note indicating all utilities will be installed underground.
8. A note indicating signage approval is separate process.
9. Depict the location of all buildings, size, including height and distance from adjacent property lines, and proposed use.
10. Specific structure and parking setbacks along all roadways and property lines.
11. Indicate location of all existing and proposed freestanding monument signs.
12. Zoning district lines, subdivision name, lot number, dimensions, and area, and zoning of adjacent parcels where different than site.
13. Floodplain boundaries.
14. Depict existing and proposed improvements within 150 feet of the site as directed. Improvements include, but are not limited to, roadways,

driveways and walkways adjacent to and across the street from the site, significant natural features, such as wooded areas and rock formations, and other karst features that are to remain or be removed.

15. Depict all existing and proposed easements and rights-of-way within 150 feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.
16. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
17. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending 150 feet beyond the limits of the site as directed.
18. Address trees and landscaping in accordance with the City of Chesterfield Unified Development Code.
19. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Unified Development 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 and the Missouri Department of Transportation, Metropolitan St. Louis Sewer District (MSD), and St. Louis County Department of Highways and Traffic.
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 open space 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 Highways and Traffic, 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.

V. TRUST FUND CONTRIBUTION

- A.** 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	\$2,319.85/parking space
General Office	\$773.24/parking space

(Parking Space as required by the site-specific ordinance).

If types of development proposed differ from those listed, rates shall be provided by the Saint Louis County Department of Transportation.

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.

- B.** 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.
- C.** 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 S.U.P. is required. If development phasing is anticipated, the developer shall provide the Traffic Generation Assessment contribution prior to issuance of building permits for each phase of development. Funds shall be payable to Treasurer, Saint Louis County.

- D.** The amount of all required contributions for roadway, storm water and primary water line improvements, if not submitted by January 1, 2020, 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.

E. WATER MAIN

1. The primary water line contribution is based on gross acreage of the development land area. The contribution shall be a sum of \$933.02 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.
2. The primary water line contribution shall be deposited with the Saint Louis County Department of Transportation. The deposit shall be made before St. 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.

F. STORM WATER

1. 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 \$2,960.28 per acre for the total area as approved on the Site Development Plan.
2. 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.

G. SANITARY SEWER

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

VI. RECORDING

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

VII. ENFORCEMENT

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

STOCK & ASSOCIATES
Consulting Engineers, Inc.

October 1, 2019

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

City of Chesterfield
690 Chesterfield Parkway W
Chesterfield, MO 63017

Attention: Mr. Andrew Stanislav - Planner

Re: **Project Narrative** Associated w/ Petition for a "Text Amendment" to Ordinance No. 2969 "PC"
Planned Commercial District for 13.01 Acres, Located at 17511 Chesterfield Airport Road.
(170510084) (Stock Project No. 218-6407.3)

Dear Andrew,

On behalf of Green Bay Properties LLC, purchaser of approximately 8.73 Acres, and The Staenberg Group we are requesting a "Text Amendment" to Ordinance No. 2969. Our request is to add "Automobile Dealership" to the list of permitted uses currently outlined in the Attachment A Section I. A.

Our request is to allow Imperial Motors of St. Louis LLC dba Jaguar Chesterfield & Imperial Motors of St. Louis LLC dba Land Rover Chesterfield, to develop Approximately 8.73 Acres of the total tract to build and operate a new Jaguar and Land Rover automobile dealership. The building will be approximately 31,000 GSF, of which approximately 5,000 GSF will be on a second floor. The building height is approximately 26ft. tall.

- 1.) Proposed land uses and development standards, density and height limitation, yard requirements, all of which shall be compatible with other nearby uses and developments and ensuring consistency with the Comprehensive Plan;

Response: Per Ordinance #2969, except Section I.A., add "Automobile Dealership" and Section B.2.b. Automobile Dealership, shall not exceed two (2) story construction.

- 2.) A listing of all land uses per tract of land within the proposed development, if applicable;

Response: Site is currently undeveloped.

- 3.) Exceptions, variances, or waivers from the UDC, if being requested;

Response: Amendments to Ordinance #2969 are being requested.

- 4.) A statement regarding tree preservation and proposed landscaping;

**257 Chesterfield Business Parkway, St. Louis, MO 63005
636.530.9100 – Main | 636.530.9130 – Fax
www.stockassoc.com | general@stockassoc.com**

October 1, 2019

Page 2

Response: Tree Preservation will follow the City of Chesterfield Tree Preservation ordinance. Detail Landscape Plans will be provided for each development at the time of filing Site Development Section Plans for each respective development.

5.) A description of any proposed amenities or recreational facilities;

Response: Pedestrian circulation within the Development will be provided by 5' wide concrete sidewalks along interval streets.

6.) A description of lands to be dedicated for public facilities;

Response: Internal streets will be dedicated as "Private". Drainage channels will be dedicated to the City of Chesterfield & Monarch Chesterfield Levee District.

7.) Proposed phasing and time schedule if the development is to be done in phases; and

Response: Preliminary phasing of this development is as follows:

a – Stockpile Grading & Clearing - 4th Qtr 2019 & 1st Qtr 2020

b – Internal Streets and Public Utilities – 2nd/3rd Qtr 2020

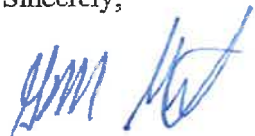
c – Automobile Dealership Facility on Proposed Lot 1 – 2nd/3rd//4th/ Qtr 2020 into 1st Qtr of 2021.

8.) Proposed phasing and time schedule for land to be dedicated for public facilities.

Response: 2020-2021

As always, we appreciate your continued assistance and support for this project. Should you have any question or comments, please feel free to call.

Sincerely,



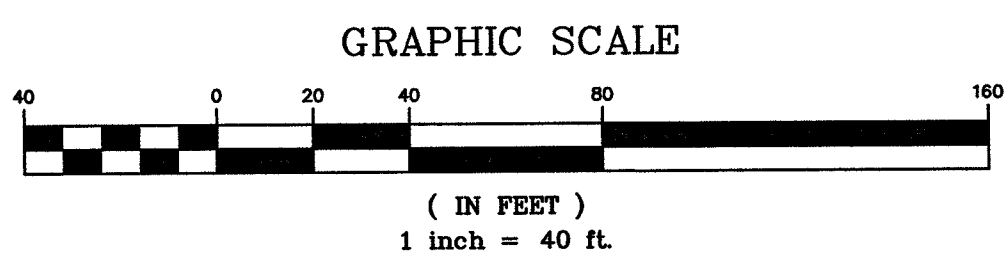
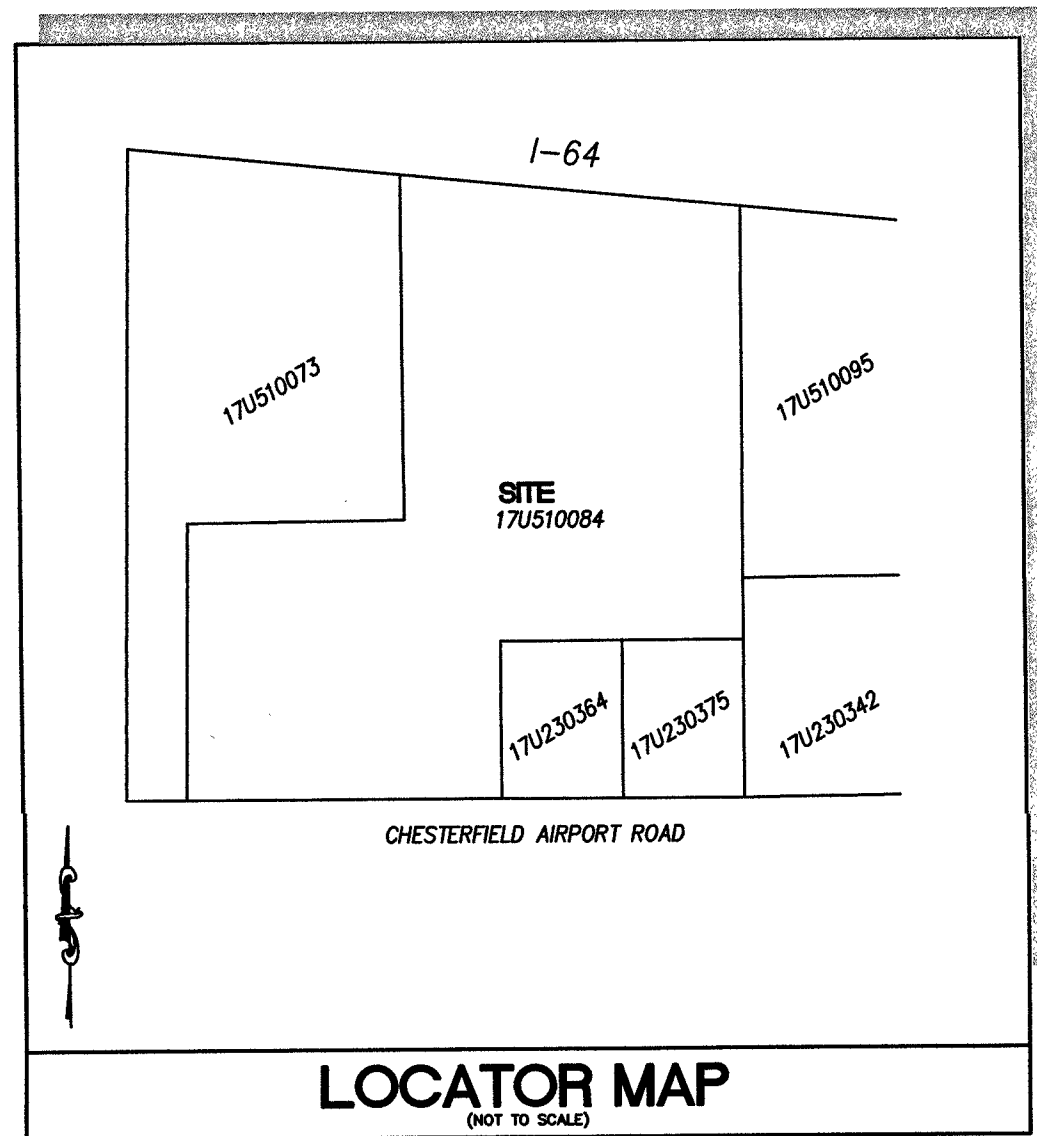
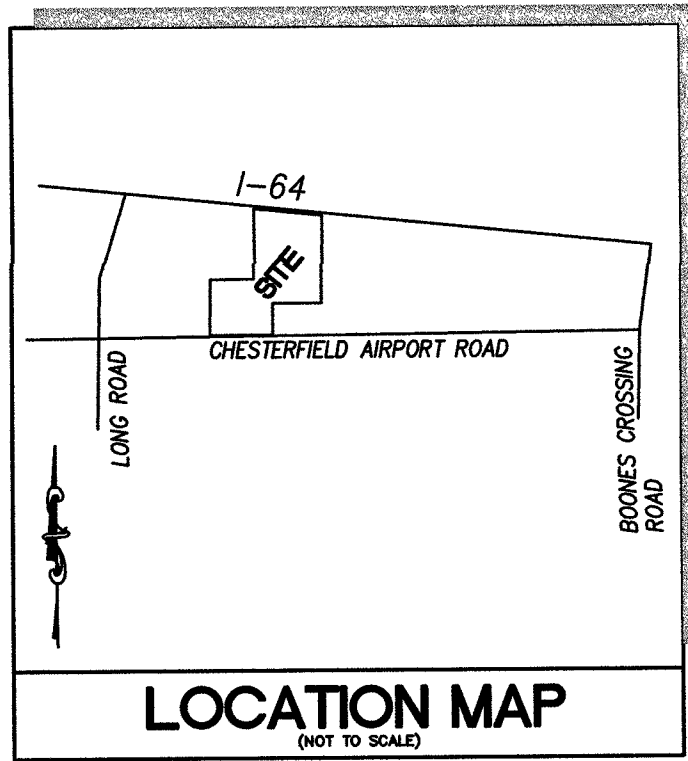
George M. Stock, P.E.

President

CC: Green Bay Properties, LLC – Mr. Jordan M. Aron (jaron@imperialmotors.com)
The Staenberg Group – Mr. Sam Adler (sadler@tsgproperties.com)

PRELIMINARY PLAN FOR ADJUSTED LOT 2 - 84 LUMBER SUBDIVISION AS RECORDED IN PB. 367, PG. 350

A TRACT OF LAND IN U.S. 125 AND ADJUSTED LOT 2 OF THE BOUNDARY ADJUSTMENT PLAT OF
84 LUMBER SUBDIVISION AS RECORDED IN PLAT BOOK 367, PAGE 350 LOCATED IN
TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



ABBREVIATIONS

ATG - ADJUST TO GRADE
B.C. - BACK OF CURB
C.O. - CLEANTH
DB. - DEED BOOK
E. - ELEVATION
EX. - EXISTING
F.C. - FACE OF CURB
F.L. - FLOWLINE
F.T. - FEET
FND. - FOUND
G. - GAS
H.W. - HIGH WATER
LFB. - LOW FLOW BLOCKED
M.H. - MANHOLE
N/F. - NOW OR FORMERLY
PB. - PLAT BOOK
PC. - PAGE
PR. - PROPOSED
P.V.C. - POLYVINYL CHLORIDE PIPE
R.C.P. - REINFORCED CONCRETE PIPE
R/W. - RIGHT-OF-WAY
SQ. - SQUARE
T. - TELEPHONE CABLE
T.B.A. - TO BE ABANDONED
T.B.R. - TO BE REMOVED
T.B.R.&R. - TO BE REMOVED AND REPLACED
TYP. - TYPICALLY
U.P. - USE IN PLACE
U.O.N. - UNLESS OTHERWISE NOTED
V.C.P. - VITRIFIED CLAY PIPE
W. - WATER
(86'W) - RIGHT-OF-WAY WIDTH

LEGEND

EXISTING SANITARY SEWER
EXISTING STORM SEWER
EXISTING TREE
EXISTING BUILDING
EXISTING CONTOUR
SPOT ELEVATION
EXISTING UTILITIES
FOUND 1/2" IRON PIPE
SET IRON PIPE
FOUND CROSS
FOUND STONE
FIRE HYDRANT
LIGHT STANDARD
BUSH
PAGE
NOTES PARKING SPACES
GUY WIRE
POWER POLE
WATER VALVE
DENOTES RECORD INFORMATION
HANDICAPPED PARKING
PROPOSED CONTOUR
PROPOSED SPOT
PROPOSED STORM
PROPOSED SANITARY

GENERAL NOTES

- 1) Subject property is Zoned "PC" Planned Commercial District Ordinance 2969, August 7, 2011.
General Requirements (See Ordinance 2969):
Maximum building floor area - 50,000 sq.ft. (except Hotels)
Maximum building height - 42 feet (except Hotels)
Minimum Open Space - 35 percent
Maximum development F.A.R. of 0.55.
Structure setback - 30 feet from southern boundary of district (Chesterfield Airport Road)
Structure setback - 55 feet from northern boundary of district (I-64/US 40)
Structure setback - 10 feet from all other boundary lines of district.
Parking setback - 30 feet from southern boundary of district (Chesterfield Airport Road)
Parking setback - 55 feet from northern boundary of district (I-64/US 40)
Parking setback - 10 feet from all other boundary lines of district.
- 2) Subject property lies within Flood Zones 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." and Zone AH "Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined. Shown Graphically
- 3) Utilities shown hereon are from shown from record and/or survey information. Any location, size and type information should be considered as approximate only. It is the Contractor's responsibility to call Dig-File to verify utility locations.
- 4) Parcels 1 & 2 are contiguous with no gaps or gaps.
- 5) Per Plat Book 336, Page 80, Parcel 3, was established to grant Lot 2 (Parcel 1) access to Chesterfield Airport Road.

PREPARED FOR:
GREEN BAY PROPERTIES, LLC
c/o IMPERIAL MOTORS JAGUAR OF LAKE BLUFF
150 SKOKIE HWY
LAKE BLUFF, IL 60044
ATTN - MR. JORDAN M. ARON - MANAGER
TELEPHONE: (847) 615-0606
FAX: (847) 615-1270
EMAIL: JARON@IMPERIALMOTORS.COM

PERTINENT DATA

OWNER: TSG CHESTERFIELD AIRPORT ROAD, LLC
LOT AREA: 13.023 Acres ±
EXISTING ZONING: "PC" PLANNED COMMERCIAL DISTRICT (ORD. #2969)
SITE ADDRESS: 17511 CHESTERFIELD AIRPORT ROAD
CHESTERFIELD, MISSOURI 63005
LOCATOR NO: 17U510084
PG. 20, GRID 18H
MONARCH FIRE PROTECTION DISTRICT
ROCKWOOD
SEWER DISTRICT: METROPOLITAN ST. LOUIS SEWER DIST.
MISSOURI RIVER
WATER SHED: 29189C0165K, FEB 4, 2015
FEMA MAP: AMEREN UE
ELECTRIC COMPANY: SPIRE INC.
BRIAN LANGENBACHER 314-768-7767
PATRICK MCILLEN 314-575-4835
AT&T
MISSOURI AMERICAN WATER COMPANY
GINA BAYES 314-996-2465 (SERVICE LINES)
SUE MOYNIHAN 314-996-2306 (MAIN EXTENSIONS)
PHONE COMPANY:
WATER COMPANY:

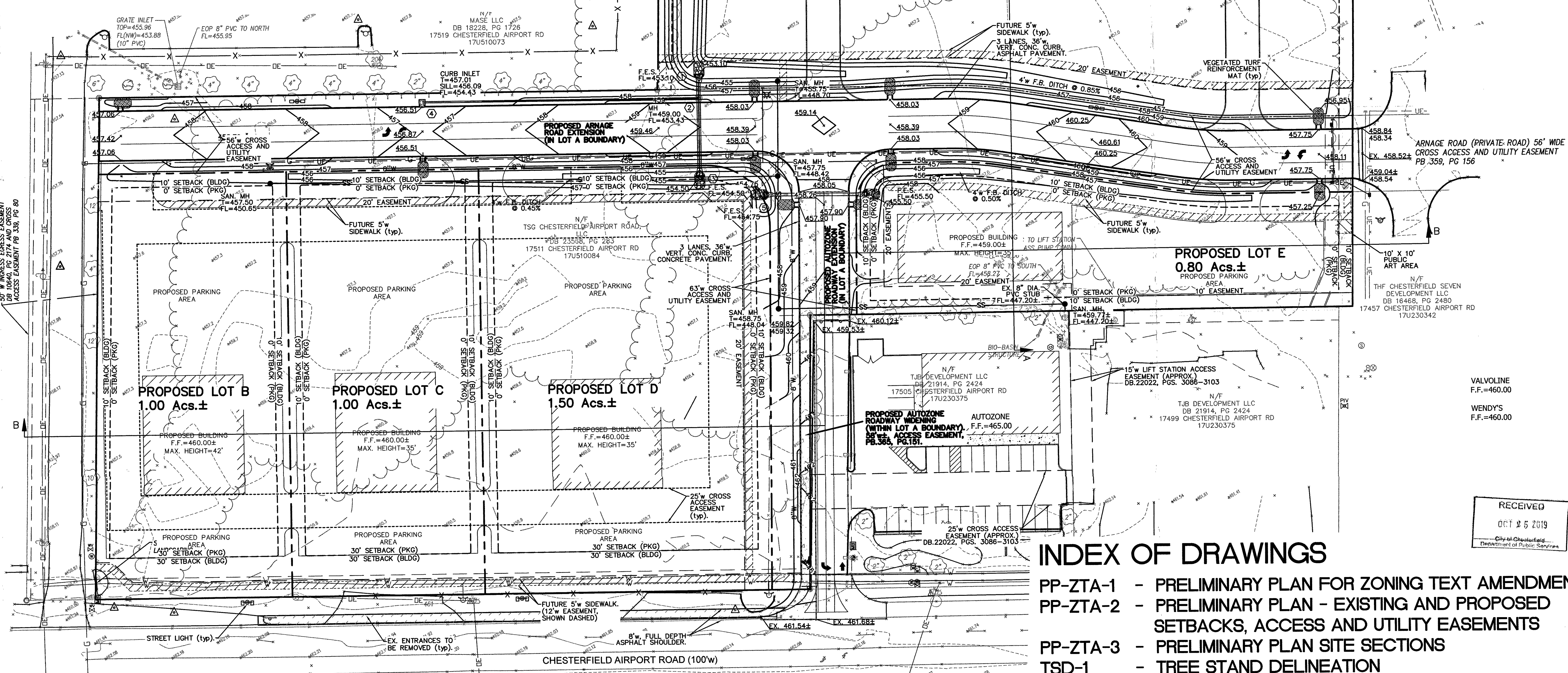
GENERAL NOTES

1. BOUNDARY AND TOPOGRAPHIC SURVEY BY STOCK & ASSOCIATES CONSULTING ENGINEERS, INC.
2. ALL UTILITIES SHOWN HAVE BEEN LOCATED BY THE ENGINEER 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.
3. NO GRADE SHALL EXCEED 3:1 SLOPE.
4. GRADING AND STORM WATER PER M.S.D., MODOT, ST. LOUIS COUNTY, THE CITY OF CHESTERFIELD AND THE MONARCH CHESTERFIELD LEVEE DISTRICT.
5. STORMWATER SHALL BE DISCHARGED AT ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
6. ALL UTILITIES WILL BE INSTALLED UNDERGROUND.
7. SITE DEVELOPMENT SHALL BE IN ACCORDANCE WITH RECOMMENDATIONS AS OUTLINED IN THE GEOTECHNICAL EXPLORATION TITLED 8 AND ALL IRS SUPPLEMENTAL PROVISIONS AND ADDENDUMS.
8. SIGNAGE APPROVAL IS A SEPARATE PROCESS.

ADJUSTED LOT 2 (08/22/19)

A tract of land being Adjusted Lot 2 of the Boundary Adjustment Plat of 84 Lumber Subdivision as recorded in Plat Book 367 Page 350 of the St. Louis County Records, and part of U.S. Survey 125, located in Township 45 North, Range 4 East of the 5th Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the southwest corner of Chesterfield Airport Road 17505 as recorded in Plat Book 365 Page 150 of the St. Louis County records, said point being on the north right of way line of said Chesterfield Airport Road, 100 feet wide; thence South 89 degrees 31 minutes 27 seconds West, along the north right of way line of said Airport Road, 520.40 feet, to the southeast corner of Lot 1 of above said 84 Lumber Subdivision; thence the following courses and distance along the east and south lines of Lot 1 of said 84 Lumber Subdivision: North 00 degrees 49 minutes 46 seconds East, 307.39 feet; North 89 degrees 31 minutes 24 seconds East, 406.95 feet; and North 00 degrees 45 minutes 19 seconds East, 641.83 feet, to the south right of way line of Interstate 64, variable width; thence South 84 degrees 19 minutes 27 seconds East, along the south line of said Interstate 64, 505.68 feet, to the west line of Chesterfield Commons Seven as recorded in Plat Book 359 Page 150 of the St. Louis County records; thence South 00 degrees 28 minutes 53 seconds West, along the west line of said Chesterfield Commons Seven, 754.45 feet; thence South 89 degrees 31 minutes 31 seconds West, along the north line of Outparcel 2 of said Chesterfield Commons Seven, and the north line of said Chesterfield Airport Road 17505, 395.35 feet, to the northwest corner of said Chesterfield Airport Road 17505; thence South 00 degrees 31 minutes 19 seconds West, along the West line of said Chesterfield Airport Road 17505, 320.58 feet, to the POINT OF BEGINNING. Containing 567,294 square feet or 13.023 acres, more or less, according to calculations performed by Stock & Associates Consulting Engineers, Inc. on May 3rd 2019.

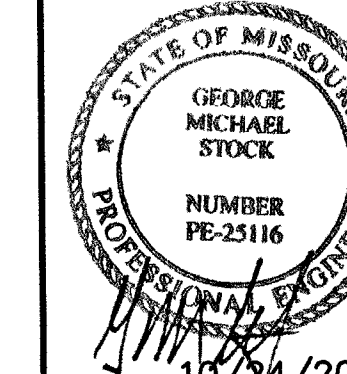


INDEX OF DRAWINGS

- PP-ZTA-1 - PRELIMINARY PLAN FOR ZONING TEXT AMENDMENT
- PP-ZTA-2 - PRELIMINARY PLAN - EXISTING AND PROPOSED SETBACKS, ACCESS AND UTILITY EASEMENTS
- PP-ZTA-3 - PRELIMINARY PLAN SITE SECTIONS
- TSD-1 - TREE STAND DELINEATION

257 Chesterfield Business Parkway
St. Louis, MO 63005 PH: (636) 530-8001 FAX: (636) 530-5930
e-mail: general@stockassoc.com Web: www.stockassoc.com
STOCK & ASSOCIATES
Consulting Engineers, Inc.

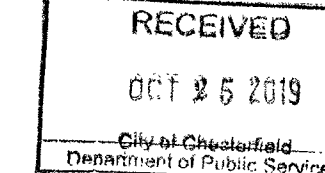
PREPARED BY:
A PRELIMINARY PLAN FOR ZONING TEXT AMENDMENT
ADJUSTED LOT 2 - 84 LUMBER SUBDIVISION
17511 CHESTERFIELD AIRPORT ROAD
CITY OF CHESTERFIELD, MO 63005



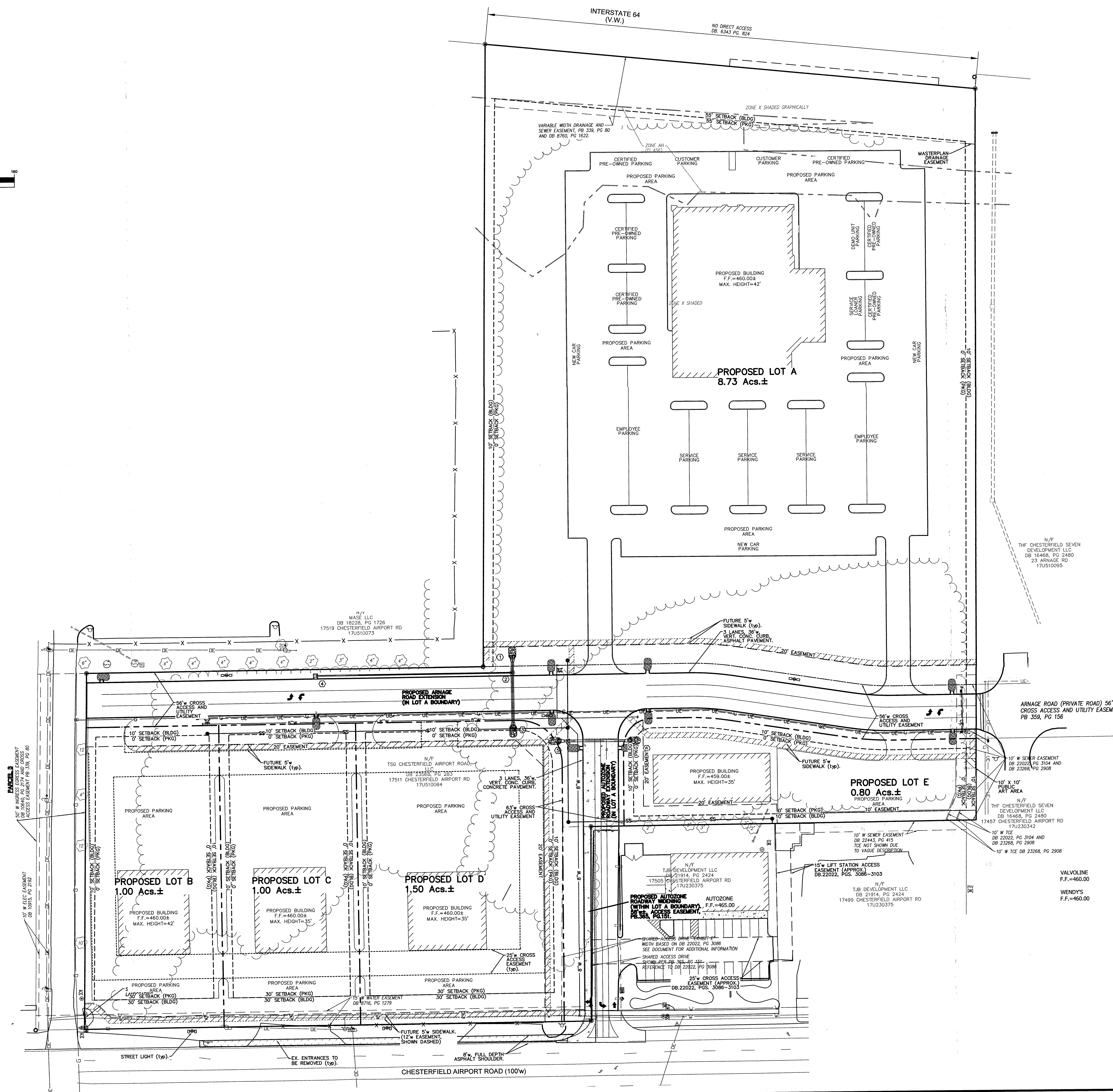
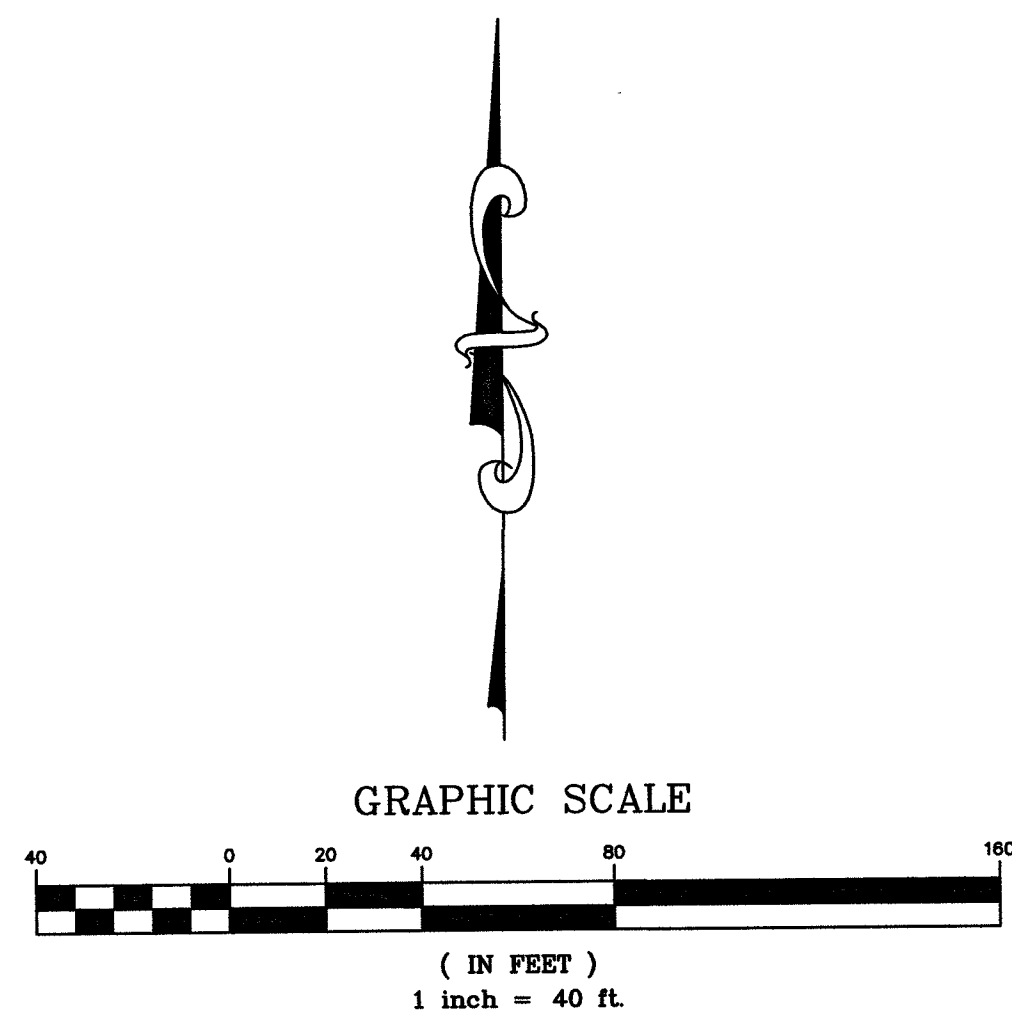
10/24/2019
GEORGE M. STOCK E-26116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000996

REVISIONS:
1 10/04/19 - CITY COMMENTS
2 10/24/19 - CITY COMMENTS

VALVOLINE
F.F.=460.00
WENDY'S
F.F.=460.00



DRAWN BY: J.P.W. CHECKED BY: G.M.S.
DATE: 09/05/2019 JOB NO: 218-A007.3
W.S.D. # BASE MAP #
S.L.C. # HAT #
M.D.R. #
SHEET TITLE: PRELIMINARY PLAN FOR ZONING TEXT AMENDMENT
SHEET NO: PP-ZTA-1



PREPARED BY: **STOCK & ASSOCIATES**
Consulting Engineers, Inc.

257 Chesterfield Business Parkway
St. Louis, MO 63005 PH: (636) 530-9000 FAX: (636) 530-9000
e-mail: general@stockassoc.com
Web: www.stockassoc.com

A PRELIMINARY PLAN FOR ZONING TEXT AMENDMENT
ADJUSTED LOT 2 - 84 LUMBER SUBDIVISION
17511 CHESTERFIELD AIRPORT ROAD
CITY OF CHESTERFIELD, MO 63005

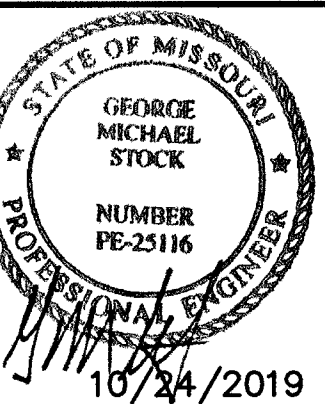
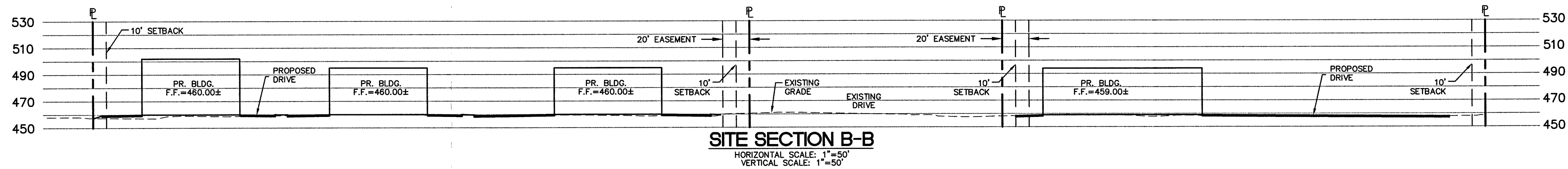
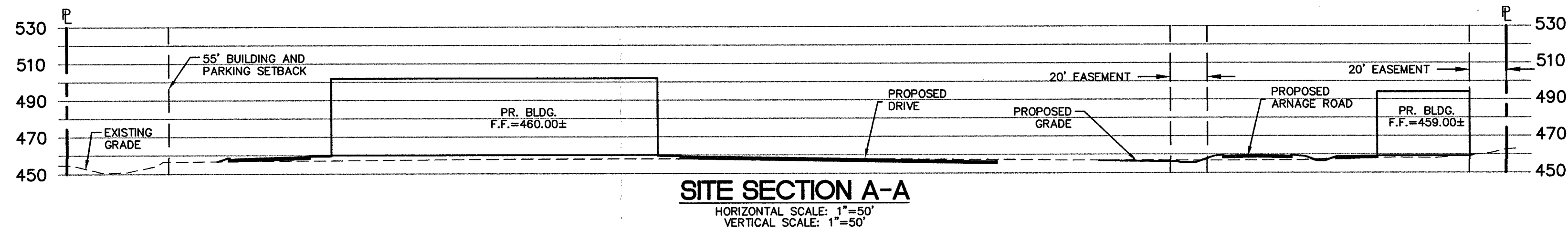
10/24/2019
GEORGE M. STOCK
E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000096

REVISIONS:
1 10/04/19 - CITY COMMENTS
2 10/24/19 - CITY COMMENTS

DRAWN BY: J.P.W. CHECKED BY: G.M.S.
DATE: 09/06/2019 JOB NO: 210-6407.3
SCALE: F.S. BASE MAP: 17U
S.L.C. NET: # HAT SUP: #
M.D.N.R. #

SHEET TITLE:
PRELIMINARY PLAN -
EXISTING AND PROPOSED
SETBACKS, ACCESS AND
UTILITY EASEMENTS

SHEET NO.:
PP-ZTA-2



10/24/2019
 GEORGE M. STOCK E-25116
 CIVIL ENGINEER
 CERTIFICATE OF AUTHORITY
 NUMBER: 000996

REVISIONS:	
1	10/04/19 - CITY COMMENTS
2	10/24/19 - CITY COMMENTS

DRAWN BY: J.P.W.	CHECKED BY: G.M.S.
DATE: 09/06/2019	JOB NO: 218-6407.3
W.S.D. P. # -	BASE MAP # 17U
S.L.C. HAT # -	HAT SUP. # -
W.D.N.R. # -	

SHEET TITLE:
**PRELIMINARY PLAN
 SITE SECTIONS**

SHEET NO:
PP-ZTA-3

Proposed Adjusted Lot 2-84 Lumber Subdivision
17511 Chesterfield Airport Road

Chesterfield, MO 63005

Revisions:

Date	Description	No.
9/10/19	Comments	1
9/25/19	Comments	2

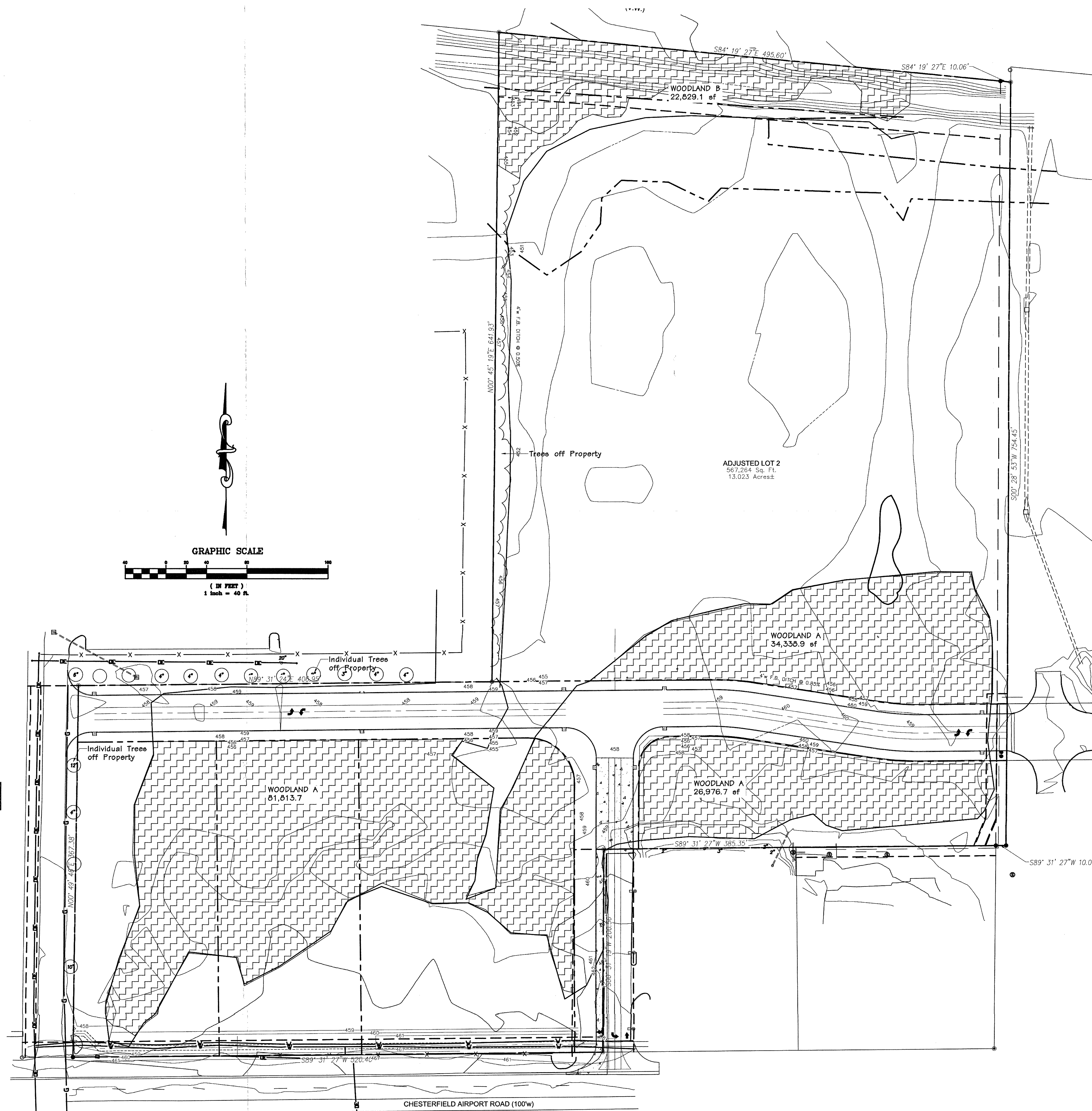
Drawn: BD
Checked: DD

DeLong
Landscape
Architecture, LLC
7620 West Bruno Ave
St. Louis, MO 63117
(314) 346-4856
delong.la@gmail.com
Missouri State Certificate of Authority: #0133001-LS

Sheet Title: Tree Stand Delineation

Sheet No: TSD-1

Date: 09/5/2019
Job #: 135.020



LEGEND

Location
109—Reference Number

Tree Stand Delineation Narrative

August 30, 2019

The overall lot comprises a total of 13.023 Ac and has a total of 3.8 AC. of Woodlands. The attached detailed Tree Stand Delineation map was completed by field inspection.

Woodland A: The woodland area is located mid site to southern property line. The dominant canopy is Elm, cottonwood, Silver Maple, Boxelder, and Mulberry. The size ranges from 5-20' on a majority of the trees. There are no trees that meet the definition of Monarch.

Woodland B: The woodland area is located at the northern property line and on MoDOT ROW of 64'. The woodlands dominant canopy is made up of Ash, Cottonwood, Boxelder and Mulberry. The size ranges from 4-16' primarily. The overall quality is low. There are no trees that meet the definition of Monarch.

No state champion or rare trees were found on the site.

WOODLAND A = 3.28 Ac. (143,129.3 sq. ft.)

WOODLAND B = 0.53 Ac. (22,829 sq. ft.)

Total Existing Canopy 3.83 Ac. (165,958.4 sq. ft.)

Tree Stand Delineation Plan Prepared
under supervision of Colleen Baum
Droege Tree Care
Certified Arborist MW-47777A

Colleen L. Baum

Base Map Provided by: Stok & Associates

Memorandum

Department of Planning & Development Services



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning and Development Services

Date: January 6, 2020

Bill No. 3276

RE: **P.Z. 14-2019 16849 N. Outer 40 Road:** A request for a change in zoning from a “FPNU” Floodplain Non-Urban District to an “AG” Agricultural District for an 84.594 acre tract of land located at 16849 N. Outer 40 Road; north of the Monarch Chesterfield Levee.

Summary

Chesterfield Topsoil & Supply, Inc. is seeking a zoning map amendment from the “FPNU” Flood Plain Planned Non-Urban District to the “AG” Agricultural District for a 84.59 acre parcel located on the north side of the Monarch Chesterfield Levee.

A Public Hearing was held on November 13, 2019, at which time the Planning Commission passed a motion recommending approval by a vote of 7-0. As this is a conventional zoning, there is no Attachment A.

On December 5, 2019 the Planning and Public Works Committee met and discussed the petition. A motion to recommend approval was passed by a vote of 4-0.

The Planning and Public Works Committee also inquired about cross access as the property is requesting a straight zoning district. Section 31-04-10.G of the City Code contains requirements for cross access that are applicable, which are included below.

1. A joint private access easement may be required between adjacent lots fronting on arterial and collector streets in order to minimize the total number of access points along those streets and to facilitate traffic flow between lots. The location and dimensions of said easement shall be determined by the City Engineer.
2. Private cross access easements may be required across any lot fronting on an arterial or collector street in order to minimize the number of access points and facilitate access between and across individual lots. The location and dimension of said easement shall be determined by the City Engineer.

Attachment: Preliminary Development Plan



Figure 1: Subject Site Aerial

BILL NO. 3276_____

ORDINANCE NO._____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF THE “FPNU” FLOOD PLAIN NON-URBAN DISTRICT TO THE “AG” AGRICULTURAL DISTRICT FOR AN 84.59 ACRE TRACT OF LAND LOCATED ON THE NORTH SIDE OF NORTH OUTER 40 ROAD. [P.Z. 14-2019 16849 N. OUTER 40 RD, CHESTERFIELD TOPSOIL (FPNU TO AG) 17T540059].

WHEREAS, the petitioner, Ruth Haynes, has requested a change in zoning from the “FPNU” Flood Plain Planned Industrial District to the “AG” Agricultural District for an 84.59 acre tract of land located on the north side of North Outer 40 Road; and,

WHEREAS, a Public Hearing was held before the Planning Commission on November 13, 2019; and,

WHEREAS, the Planning Commission, having considered said request, recommended approval of the change of zoning by a vote of 7-0; and,

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the change of zoning by a vote of 4-0; and,

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

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

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing an “AG” Agricultural District designation for a 84.59 acre tract of land located on the north side of North Outer 40 Road and as described as follows:

A tract of land being a composite of those parcels of land conveyed to Wayne D. Haynes and Ruthann E. Haynes, his wife, by deed recorded in Deed Book 9054, Page 2041 and Deed Book 9054, Page 2044 of the St. Louis County Records, being part of Lots 4, 5, 6 and 7 of James Long's Estate in US. Survey 2031, Township 45 North-

Range 4 East, St. Louis County, Missouri and being more particularly described as:

Beginning at the intersection of the North line of property conveyed to Carl R. Tisone, by deed recorded in Book 10619 page 1347 of the St. Louis County Records with the West line of property conveyed to Walter E. and Jo Ann Graeler by deed recorded in Book 9049 page 1848 of the St. Louis County Records, said West line being the East line of said Lot 7 of James Long's Estate; thence Westwardly along said North line of property conveyed to Carl R. Tisone, along the North line of property conveyed to US. Ice Sports Complex, L.C., by deed recorded in Book 11291 page 68 of the St. Louis County Records, along the North line of property conveyed to US. Ice Sports Complex, L.C. (Parcel No. 1) by deed recorded in Book 10346 page 126 of the St. Louis County Records the following courses and distances: North 79 degrees 04 minutes 06 seconds West 24.48 feet, North 88 degrees 38 minutes 29 seconds West 277.05 feet, South 87 degrees 23 minutes 35 seconds West 36.47 feet, South 87 degrees 39 minutes 34 seconds West 316.34 feet, North 86 degrees 58 minutes 10 seconds West 209.16 feet, North 87 degrees 00 minutes 21 seconds West 188.72 feet, South 84 degrees 43 minutes 08 seconds West 44.91 feet, South 50 degrees 31 minutes 21 seconds West 28.78 feet to a point; thence leaving said North line North 07 degrees 30 minutes 12 seconds East 193.50 feet to a point; thence North 82 degrees 29 minutes 48 seconds West 414.08 feet to the East line of property described in Deed to the Monarch-Chesterfield Levee District recorded in Book 11936 page 867 of the St. Louis County Records; thence Northwardly along said East line the following courses and distances: North 02 degrees 24 minutes 53 seconds East 168.12 feet, North 28 degrees 22 minutes 48 seconds East 46.99 feet, North 62 degrees 13 minutes 56 seconds East 171.64 feet, North 01 degree 33 minutes 03 seconds East 890.42 feet, North 02 degrees 31 minutes 09 seconds East 653.97 feet and South 62 degrees 41 minutes 26 seconds West 184.34 feet to said East line of property conveyed to Monarch-Chesterfield Levee District; thence North 02 degrees 31 minutes 06 seconds East 510.99 feet along said East line of property conveyed to the Monarch-Chesterfield Levee District to the top of bank of the Missouri River as located by Volz, Inc. on October 16, 1998; thence Eastwardly along said top of bank of the Missouri River as located

by Volz, Inc. on October 16, 1998 the following courses and distances: North 87 degrees 43 minutes 55 seconds East 48.62 feet, South 57 degrees 12 minutes 08 seconds East 158.27 feet, North 71 degrees 14 minutes 43 seconds East 302.67 feet, North 59 degrees 25 minutes 18 seconds East 146.61 feet, North 55 degrees 21 minutes 14 seconds East 88.95 feet, North 89 degrees 19 minutes 38 seconds East 162.39 feet, North 71 degrees 52 minutes 15 seconds East 153.73 feet, North 82 degrees 12 minutes 01 second East 188.18 feet, North 77 degrees 29 minutes 23 seconds East 212.25 feet, North 88 degrees 30 minutes 02 seconds East 146.64 feet, South 23 degrees 37 minutes 07 seconds East 72.07 feet and South 62 degrees 53 minutes 26 seconds East 35.79 feet to the West line of property conveyed to Clarkson Property Company, by deed recorded in Book 9307 page 1665 of the St. Louis County Records, said West line being the East line of said Lot 7 of James Long's Estate; thence South 03 degrees 35 minutes 45 seconds West 2,673.05 feet along said West line of property conveyed to Clarkson Property Company being the East line of said Lot 7 of James Long's Estate to the Northwest corner of said property conveyed to Walter E. and Jo Ann Graeler; thence Long's Estate to the point of beginning and containing 84.594 acres according to calculations by Volz, Inc. during December 2006; said tract of land also described as Adjusted Lot 2 of "Haynes Boundary Adjustment Plat" recorded in Plat Book 357, Page 3 of the St. Louis County Records.

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

Section 3. The City Council, pursuant to the petition filed by Ruth Haynes in P.Z. 14-2019, 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 13th day of November 2019, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this _____ day of _____, 2020

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 01/06/2019

Memorandum

Department of Public Works



TO: Michael O. Geisel, PE
City Administrator

cc: James A. Eckrich, PE, PWD/CE
Justin Wyse, PDS Director

FROM: Zachary Wolff, PE, Assistant City Engineer *ZW*

DATE: November 26, 2019

Bill No. 3277

RE: Public Street Acceptance – Olive Street Road

Public Works staff recently conducted inspections of the Chesterfield Ice and Sports Complex. As part of these inspections we have determined that the following street meets the City of Chesterfield's design and construction standards for acceptance as a public street:

- Olive Street Road Approximately 712 feet; from 150 feet east of Chesterfield Airport Road to 862 feet east of Chesterfield Airport Road

A draft ordinance and a map showing the location of the above referenced street are attached. Please let me know if you have questions or need additional information.

Action Recommended

This matter should be forwarded to the Planning and Public Works Committee for its consideration of the attached ordinance authorizing acceptance of the above described street. If the Planning and Public Works Committee recommends approval, the matter shall be forwarded to City Council.

BILL NO. 3277

ORDINANCE NO. _____

AN ORDINANCE PERTAINING TO THE ACCEPTANCE OF A PORTION OF OLIVE STREET ROAD AS A PUBLIC STREET IN THE CITY OF CHESTERFIELD

WHEREAS, on August 5, 2019 the City of Chesterfield approved a Roadway Easement and Maintenance Agreement with Chesterfield Hockey Association, Inc. and Chesterfield Valley Transportation Development District for a portion of Olive Street Road adjacent to Chesterfield Ice & Sports Complex; and

WHEREAS, the City approved the construction of said portion of Olive Street Road; and

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

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

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

(1) Olive Street Road:

Approximately 712 feet; from 150 feet east of Chesterfield Airport Road to 862 feet east of Chesterfield Airport Road

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

Passed and approved this _____ day of _____, 2020.

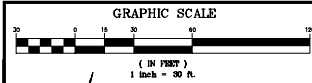
PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

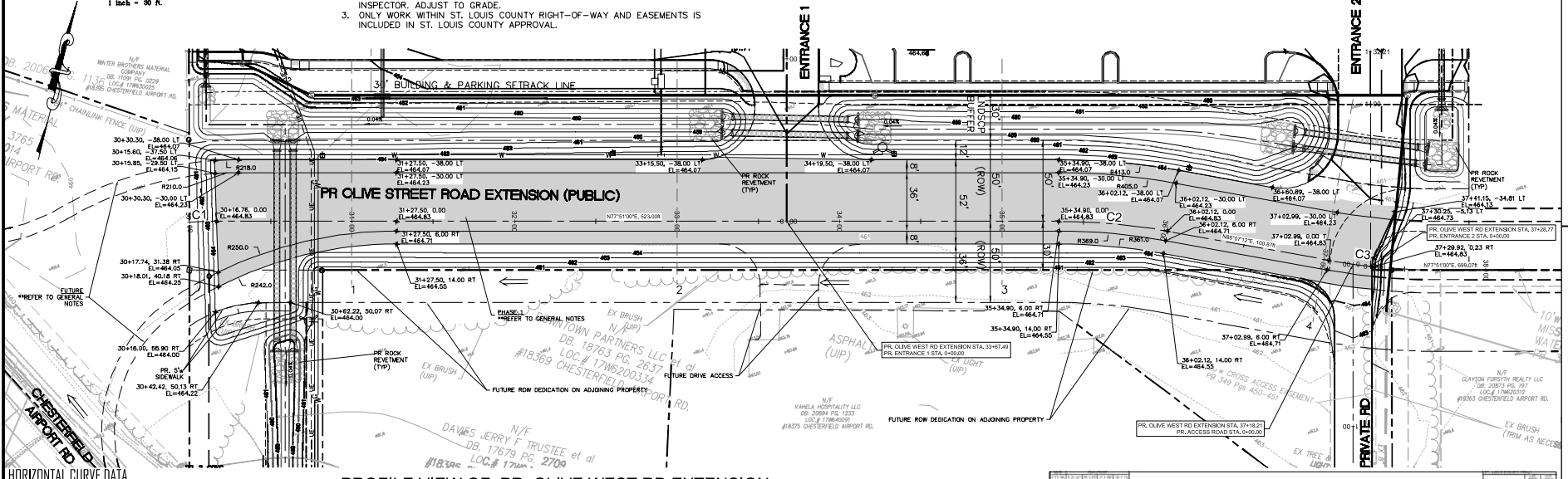
Vickie Hass, CITY CLERK

FIRST READING HELD: January 6, 2020
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GENERAL NOTES:

1. OLIVE STREET ROAD EXTENSION AS OUTLINED IN FEASIBILITY STUDY BY ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS TRAFFIC DATED 3/15/09 (FULL CONNECTION TO BE DESIGNED & CONSTRUCTED BY OTHERS).
2. TBR&R = TO BE REMOVED & REPLACED AT THE DISCRETION OF THE MSD INSPECTOR. ADJUST TO GRADE.
3. ONLY WORK WITHIN ST. LOUIS COUNTY RIGHT-OF-WAY AND EASEMENTS IS INCLUDED IN ST. LOUIS COUNTY APPROVAL.



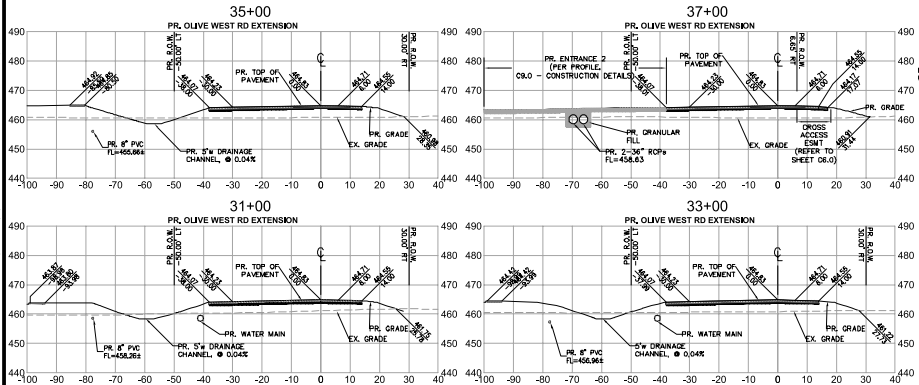
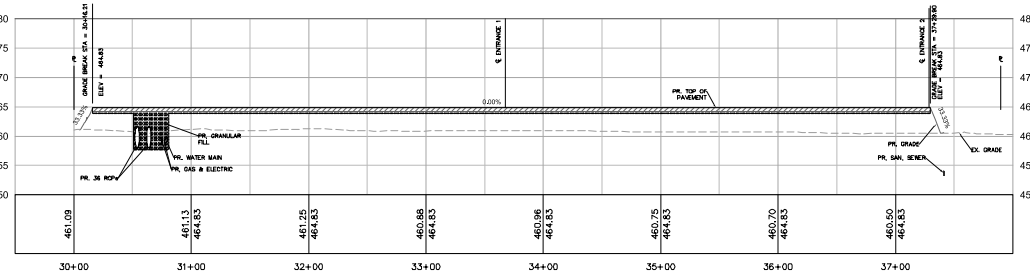
HORIZONTAL CURVE DATA

PR OLIVE WEST RD EXTENSION
PT=30+00.00
PI=30+11.20
DELTA=107.184°
O.D.C.=443.92'
T=58.00'
L=11.60'
R=100.00'
S.E.=N.C.

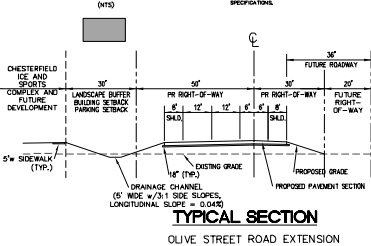
PR OLIVE WEST RD EXTENSION
PT=31+00.00
PI=31+00.00
DELTA=107.184°
O.D.C.=443.92'
T=58.00'
L=11.60'
R=100.00'
S.E.=N.C.

PR OLIVE WEST RD EXTENSION
PT=32+00.00
PI=32+00.00
DELTA=107.184°
O.D.C.=443.92'
T=58.00'
L=11.60'
R=100.00'
S.E.=N.C.

PROFILE VIEW OF PR. OLIVE WEST RD EXTENSION

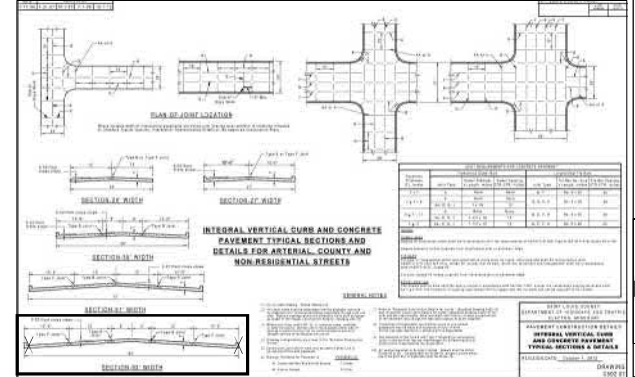


CONCRETE ROADWAY SECTION



TYPICAL SECTION

OLIVE STREET ROAD EXTENSION



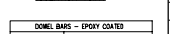
LONGITUDINAL CONSTRUCTION JOINT



TRANSVERSE CONSTRUCTION JOINT



ISOLATION JOINT



- NOTES:
1. CONSTRUCTION JOINTS ARE REQUIRED BETWEEN ALL POURS SEPARATED BY 10 FEET.
 2. POURS SHALL BE PLACED IN THE ORDER SHOWN ON THE DRAWING.
 3. POURS SHALL BE PLACED IN THE ORDER SHOWN ON THE DRAWING.
 4. POURS SHALL BE PLACED IN THE ORDER SHOWN ON THE DRAWING.
 5. POURS SHALL BE PLACED IN THE ORDER SHOWN ON THE DRAWING.
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 10. POURS SHALL BE PLACED IN THE ORDER SHOWN ON THE DRAWING.
 11. POURS SHALL BE PLACED IN THE ORDER SHOWN ON THE DRAWING.
 12. POURS SHALL BE PLACED IN THE ORDER SHOWN ON THE DRAWING.

JOINT DETAILS

(N.T.S.)

287 Chesterfield Business Parkway
St. Louis, MO 63103
Tel: 314.271.1100
Fax: 314.271.1101
E-mail: info@stuck.com
Web: www.stuck.com

PREPARED BY:
STUCK & ASSOCIATES
Consulting Engineers, Inc.



REVISIONS:

1.	2-25-18 - MSD COMMENTS
2.	8-16-18 - MSD & COUNTY COMMENTS
3.	8-29-18 - COUNTY COMMENTS
4.	8-29-18 - PRIVATE COMMENTS
5.	8-29-18 - RECORDING
6.	8-29-18 - CITY COMMENTS
7.	8-29-18 - CITY COMMENTS
8.	8-29-18 - CITY COMMENTS
9.	8-29-18 - CITY COMMENTS
10.	8-29-18 - CITY COMMENTS

ROADWAY PLAN & PROFILE
C4.4

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: October 31, 2019

RE: Emerald Ash Borer Preparedness Plan
2020 Funding Authorization

As you know, on November 16, 2015 the City Council approved a Preparedness Plan and Action Strategy (EAB Plan) for the removal of Ash Trees within public rights of way due to the impacts of the Emerald Ash Borer (EAB). That EAB Plan included an optional reforestation component, which was subsequently funded by City Council.

As detailed in the EAB Plan, the annual tree removal and reforestation was to be funded through General Fund – Fund Reserves (above the 40% Policy). Annual costs were anticipated to be as follows:

- **\$300,000 annually for the contractual replacement of sidewalk.** As detailed in the EAB Plan, the Ash tree removals are being completed by a street maintenance crew designated for this purpose only (except snow removal). That crew previously performed a large amount of sidewalk replacement. The allocation of \$300,000 has successfully supplemented the prior funding of \$200,000, and allowed the City to continue to maintain its 252 miles of sidewalk while concentrating efforts on Ash tree removal.
- **\$75,000 annually for contractual stump grinding.** The City's Public Works maintenance personnel will be removing approximately 960 Ash trees each year. These removals necessitate the grinding of 960 stumps, which is managed contractually.
- **\$140,000 for reforestation.** The Plan estimated that residents will request a replacement tree for 700 of the 960 Ash trees removed. The City's cost for a replacement tree is approximately \$300 per tree, of which the residents fund \$100 through an application fee. The resultant cost to the City of Chesterfield is an estimated \$140,000 per year.
- **\$68,000 annually for personnel.** City Staff's initial recommendation to City Council was for the City to discontinue management of the reforestation program during the EAB crisis. Instead, residents desiring reforestation would receive a \$200 stipend to

use toward tree replacement, which would be managed by the residents. City Council did not accept this recommendation, and felt it was important that the City Staff continue to manage tree reforestation. Accordingly, City Council authorized an additional annual allocation of \$68,000. This allocation was intended to fund interns and / or a temporary, full time employee necessary to help manage the Ash tree removal and reforestation program. These positions are to be terminated once the Ash trees are removed, or sooner if the EAB Plan is not funded by City Council.

As you can see, the anticipated annual allocation from General Fund – Fund Reserves (above the 40% Policy) was \$583,000 per year, per the EAB Plan approved by City Council.

During the first four years of Ash tree Removals (January 1, 2016 – present) the Public Works Department has removed 3,709 Ash trees. This is slightly below the anticipated 960 trees per year (3,840), with two months still remaining in 2019. As there is often a lag between tree removals and a request for a replacement tree, we cannot definitively determine the number of replacement trees which will be requested in 2020. However, we do know that there were 420 requests for replacement trees in 2016, 497 in 2017, and 484 in 2018, and 501 in 2019. It appears that the initial estimate for tree replacement (700) was high, and that the number of requests for 2020 is likely to be around 500. Accordingly, the request for reforestation has been reduced from \$140,000 to \$100,000. Funding at this level (supplemented by the \$60,000 allocated annually in the General Fund) will allow for up to 520 replacement trees in 2020. If tree requests increase substantially, and supplemental funding becomes necessary, I will request such from City Council at that time.

City Staff recommends further modifying the plan in 2020 by reducing funding for contractual stump removal from \$75,000 to \$30,000. Annual stump removal costs have been slightly less than \$75,000, and the 2019 Purchase Order for stump removal will maintain a balance of approximately \$50,000 at the end of 2019. Accordingly, a 2020 stump removal allocation of \$30,000 should be sufficient to cover Ash Tree removals in 2020.

With the \$40,000 (reforestation) and \$45,000 (stump grinding) expenditure reductions, I recommend that we allocate \$85,000 for contractual Ash Tree removal. While Public Works maintenance personnel will continue to remove the vast majority of Ash Trees, this will allow us to contract for trees that are especially difficult to remove due to size, working constraints, or overhead utilities. We have encountered a number of these trees during the first four years of the Program, and we believe that a provision for referring trees to a contractor will be safer and more efficient. Further, this will help ensure that we meet our goal of Ash Tree eradication by the end of 2022.

As of October 31, 2019, approximately 3,000 Ash Trees remain. In accordance with the EAB Plan, the requested 2020 financial allocation is as follows:

- **\$300,000 for contractual sidewalk replacement.** This will allow the City to continue to maintain its 252 miles of sidewalk while one street maintenance crew is completely allocated toward Ash Tree removal
- **\$30,000 for contractual stump removal.** Will cover the costs to grind the stumps from all trees removed. This includes a one-time time funding reduction from \$75,000 described in detail above.

- **\$100,000 for reforestation.** As described above, City Staff anticipates that funding in this amount will allow for the planting of 520 trees in 2020.
- **\$85,000 for contractual tree removal.** Public Works Street Maintenance personnel will continue to remove the vast majority of all Ash Trees. However, trees that are unusually difficult to remove due to size, overhead utilities, or working space will be referred to a tree removal contractor.
- **\$45,000 for personnel.** This figure represents the actual cost for the temporary full time employee helping to manage the implementation of the EAB plan and the reforestation program.

The total allocation requested for the continuation of the EAB Plan in 2019 is \$560,000. As detailed above, that funding must come from General Fund – Fund Reserves (above the 40% Policy). The Finance Director’s most recent projections indicate a General Fund – Fund Reserve (above the 40% Policy) of \$3,380,000 on December 31, 2019.

Action Recommended

This matter should be forwarded to Planning and Public Works Committee for consideration. Should PPW concur with Staff’s recommendation, it should vote to recommend an allocation from the General Fund – Fund Reserves in the amount of \$560,000 for costs associated with the Emerald Ash Borer Preparedness Plan and Action Strategy. The matter should then be forwarded to the full City Council for approval. If approved, a transfer from the General Fund – Fund Reserves will be initiated after January 1.

Please forward to PPW for review and recommendation to the full council. Recall that this allocation was anticipated and included in the analysis of the 2020 draft budget.

 2019-10-30

Memorandum

Department of Public Works



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

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

DATE: October 31, 2019

RE: Snow Removal Recoupment Program for Private Streets
2020 Funding Authorization

In accordance with Public Works Policy 21, the Chesterfield City Council should establish funding for the Snow Removal Recoupment Program for Private Streets (Program) during the 2019/2020 winter season. This Program is submitted to the Planning and Public Works Committee (PPW Committee) each fall in order that a funding level can be set. The amount recommended by the PPW Committee will be forwarded to City Council, who can then approve a corresponding transfer from General Fund – Fund Reserves (above the 40% Policy).

The current Program is detailed in Public Works Policy 21 (most recent revision approved March 30, 2017), which dictates that non-gated private subdivisions can recoup costs for eligible snow removal expenses (street only) up to \$4,500 per centerline mile, or \$40 per residential unit, whichever is greater. Further, the Policy provides that during a “severe season”, defined as a season during which the City of Chesterfield receives thirty or more inches of snow, City Council will *consider* supplemental funding to allow reimbursements at the 80th percentile.

There are currently 51 subdivisions which participate in the Program. During a regular snow season (not “severe” by definition) the City’s maximum financial obligation to these subdivisions is \$166,000. Accordingly, it is my recommendation that the City of Chesterfield City Council authorize a 2020 transfer from the General Fund – Fund Reserves to Account 001-072-5254 in the amount of \$166,000. The actual expenditure reimbursed to the subdivisions will be determined in the spring of 2020, after receipt of all of the reimbursement requests.

Action Recommended

The Planning and Public Works Committee should consider funding the Snow Removal Recoupment Program for Private Streets for the 2019/2020 winter season. Should the Committee concur with Staff's recommendation, it should vote to recommend a 2020 budget transfer from the General Fund – Fund Reserves to Account 001-072-5254 in the amount of \$166,000. If approved, the matter will then be forwarded to the full City Council for approval.

Once approved, notice of the Program funding will be provided to eligible private subdivisions. Should you have questions or require additional information, please let me know.

Please forward to PPW for review and recommendation. Please recall that this potential appropriation was included in the analysis of the 2020 Fund Reserve balances.

 2019-10-30

**CITY OF CHESTERFIELD
POLICY STATEMENT**

PUBLIC SERVICES

NO. 21

SUBJECT Street Snow Removal Recoupment
Program - Eligible Cost Formula

INDEX PW

DATE
ISSUED 8/16/1999

DATE
REVISED 03/20/2017

POLICY

Owners of un-gated, improved and platted private streets in subdivided developments are eligible for reimbursement of expenses incurred for snow removal.

This program is based upon private streets located within non-gated, single family residential developments, and condominium developments. It does not include commercial subdivisions or apartments. Within these developments, City staff will distinguish between private streets, alleys, and parking areas.

The funding formula is intended to provide reimbursement for reasonable and customary expenses for snow removal and deicing efforts on private streets, for participating subdivisions during a typical winter season.

Reimbursements will be limited based on a formula of \$40 per residential unit or \$4,500 per centerline mile of private street, whichever is larger.

The Snow Removal Reimbursement Program will be presented to the Planning and Public Works Committee each fall to determine the amount to be funded for the upcoming winter season. The recommended allocation will subsequently be submitted to the full City Council for authorization.

Once the winter season has concluded, the City Staff shall determine if the season qualifies as a "severe season", defined as a season during which the City of Chesterfield receives thirty or more inches of snow, as measured by the National Oceanic and Atmospheric Administration (NOAA). If a "severe season" has occurred, City Staff will provide City Council information as to the amount of supplemental funding necessary to provide for reimbursement at the 80th percentile value for each category of reimbursement.

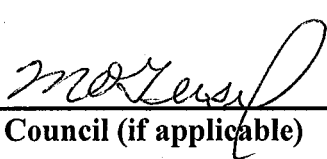
City Council would subsequently decide what level of supplemental funding would be provided through a Fund Transfer from the General Fund – Fund Reserves, if any.

RECOMMENDED BY:

 2/15/2017 PPW Committee 3/9/2017
Department Head/Council Committee (if applicable) Date

APPROVED BY:

City Administrator Date

 3/20/2017
City Council (if applicable) Date

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember Moore

Vice-Chair: Councilmember Keathley

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 prior to Monday's meeting.

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember DeCampi

Vice Chair: Councilmember Hurt

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 Director of Parks, Recreation and Arts, Tom McCarthy or me prior to Monday's meeting.

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember Monachella

Vice Chair: Michael Moore

NIMS/ICS Training for Elected Officials

The Public Health and Safety Committee voted unanimously that Chesterfield Elected officials participate in on-line training for the National Incident Management System (NIMS) and Incident Command System (ICS), as such training is recommended by the State Emergency Management Agency and failure to do so may jeopardize disaster recovery funding for the City.

Bill No. 3279 – Allowing anonymous complaints

The Public Health and Safety Committee unanimously recommended deleting the requirement for a complainant to provide their name and address when alleging a violation within the Building Maintenance and Solid Waste code.

If you have any questions or require additional information, please contact Chief Ray Johnson or me prior Monday's meeting.



Chesterfield Police Memorandum



DATE: December 16, 2019
TO: Mike Geisel, City Administrator
FROM: Chief Ray Johnson 
SUBJECT: Ordinance Revisions

At the Dec 12th, 2019 meeting of the PH&S Committee a proposal was made to amend the Code of Ordinances Ordinance 1932 Chapter 25, Article II Solid Waste, Section 25-28 sub paragraph d, and, Chapter 7 Building and Building Regulations, Article II Minimum Standards of Maintenance Sec. 7-1 Sec. 7-11 Registering Allegations, thus, removing the requirement for a person registering a complaint to state his or her name and address as a condition of filing an allegation: thereby, allowing for the filing of anonymous allegations.

The members of the PH&S Committee approved the proposal to amend the ordinances by a vote of 4 to 0, and directed the proposed amended ordinances be forwarded to full Council. Attached are both original ordinances highlighting the areas to be deleted and the proposed ordinances showing the deleted sections. Also attached is a copy of the minutes from the PH&S meeting reflecting the actions of the committee approving the proposed amendment to the ordinances. Please advise if you need anything further at this time.

MEMORANDUM

DATE: December 12, 2019
TO: Mike Geisel, City Administrator
FROM: Chief Ray Johnson
SUBJECT: PUBLIC HEALTH & SAFETY COMMITTEE

The Public Health and Safety (PH&S) Committee met on Thursday, December 12, 2019. Those in attendance included Chairperson Mary Monachella Councilmember Ward I, Councilmember Ben Keathley, Ward II, Councilmember Michael Moore, Ward III, Councilmember Michelle Ohley, Ward IV, Councilmember Dan Hurt, Ward III, Chief Ray Johnson, Captain Cheryl Funkhouser, Captain Michael Thompson, and Captain Dan Dunn.

I. Called to order

The meeting was called to order at 5:30 PM by Chairperson, Councilmember Mary Monachella.

II. Roll Call was completed

III. Approval of Minutes – September 24, 2019

Councilmember Moore motioned and Councilmember Ohley seconded to approve the minutes of the September 24, 2019. The motion carried 3-0.

III. CAPY

Chief Johnson gave the Committee members the history of the CAPY committee and noted that it has been struggling the past few years. The current chairperson of this committee is resigning at the end of this year and, in fact, he is presently the only member of CAPY. Chief Johnson proposed that this Committee be suspended and the effective programs be maintained by the Police Department. CAPY funding is supplied through the Police Department budget. There was additional discussion regarding publication on the City website about this committee. It was decided to leave the website as is and just share the information about the suspension of this Committee with City Council.

IV. NIMS/ICS Training for Elected Officials

Chief Johnson informed the Committee members that City personnel are participating in the National Incident Management System (NIMS) and Incident Command System (ICS) training. Toward that end, the State Emergency Management Agency (SEMA) recommended that municipal elected officials also participate in this training. He also noted that funding reimbursement from SEMA could be denied if there was a disaster in the City. This is a three-part training program that is all completed on-line. There is no cost to the City for this training.

Councilmember Moore motioned and Councilmember Ohley seconded to recommend approval of this training to full City Council. This motion carried 4-0.

If approved by City Council, the Police Department will coordinate scheduling and details of the training and assist with City Council access, completion, and tracking each training module.

V. Investigation of Anonymous Complaints

Chief Johnson requested the Committee to consider changes to Ordinance 1932, Chapter 7, Building & Building Regulations, Article II, Section 7-11, and Ordinance 1932, Chapter 25, Solid Waste, Article II, Section 25-28 regarding action on anonymous complaints. These ordinances state that "No anonymous allegations shall be accepted or recorded by the City." Chief Johnson noted that, in fact, the police department does investigate anonymous complaints and that this is in the best interest of the citizens of Chesterfield. The Committee members agreed.

Councilmember Ohley motioned and Councilmember Keathley seconded to amend the current ordinances the appropriate portions which prohibit the filing of anonymous allegations. The amended ordinances will be forwarded to City Council with a recommendation for approval. The motion carried 4-0.

VI. Other – Victims Advocate for Municipal Court

Councilmember Monachella reminded the members of the Committee that City Prosecuting Attorney Engelmeyer had requested the consideration of additional personnel, a Victims Advocate, for the Municipal Court. Although noted that this would be included on the Agenda for the December 12th meeting, it was not on the agenda. The additional information needed to discuss this request was not available in time for this meeting.

Councilmember Keathley motioned and Councilmember Ohley seconded to postpone this agenda item for a future meeting when City Prosecuting Attorney will be able to attend. This motion carried 4-0.

VII. Next Meeting

There was no specific date set for the next meeting.

VIII. Adjournment

Having no further business, Chairperson Monachella adjourned the meeting at 5:55 PM.

Chapter 25. Solid Waste

Article II. Generation and Storage

Sec. 25-28. Placement of waste containers, tree waste and firewood.

[Ord. No. 541, § 2(H), 1-21-1991; Ord. No. 599, § 1, 8-19-1991; Ord. No. 1781, §§ 1, 2, 9-5-2001; Ord. No. 2956 § 1, 6-19-2017]

- (a) Residential solid waste containers, recycling containers, and yard waste shall be stored upon the premises where the waste was generated, unless written permission for storage on other premises is obtained from a person having authority to grant such permission. Containers shall be stored inside the garage or within any side or rear yard such that they are screened so the containers are not visible from a street which abuts the property. The maximum number of containers stored and screened within any side or rear yard shall not exceed seven (7) at any given time. Waste containers used for the storage of residential waste, other than waste from multifamily premises having four (4) or more units, shall be placed at the end of the driveway, near the curb or mailbox, prior to the scheduled pickup. Waste containers, including bundles of yard waste permitted by this Chapter, shall be placed at the required collection point, no earlier than 5:00 P.M. on the day prior to the regularly scheduled collection day. Waste containers shall be returned to their lawful storage area no later than 11:59 P.M. on the day of collection.
- (b) Nonresidential solid waste containers and tree waste generated on nonresidential premises shall be stored upon the nonresidential premises where the waste was generated, unless written permission for storage on other premises is obtained from a person having authority to grant such permission.
- (c) Fireplace wood shall be stored on a pallet with a six-inch clearance at the bottom. Such pallet shall be of wood or metal. No more than one-half (1/2) cord [four (4) feet by four (4) feet by eight (8) feet] may be stored on the premises in front of the building, and no more than four (4) cords may be stored on the premises behind the front building line.
- (d) Any person desiring to register an allegation regarding any structure or land which may be in violation of this Section shall be required to state his or her name and address which shall be placed on record with the City as a condition precedent to the filing of an allegation. No anonymous allegations shall be accepted or recorded by the City. All allegations must state specifically the violation or violations being reported.

Chapter 20. Nuisances

Article I. Nuisances and Enforcement

Sec. 20-1. Definitions.

[Ord. No. 2498, § 1, 11-17-2008; Ord. No. 2679, 11-7-2011; Ord. No. 2704 § 1, 6-4-2012;
Ord. No. 2802, § 1, 7-21-2014]

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

INVASIVE PLANT

A vegetation species that grows aggressively in the State of Missouri, as listed by the Missouri Department of Conservation.^[1]

LESSEE

Any person, agent, operator, firm, or corporation having possession, occupancy or control of all or a portion of a premises pursuant to a written or unwritten lease, contract, agreement, or license with the owner.

NATIVE PLANT

A vegetation species that existed prior to the arrival of settlers within the State of Missouri, as listed by the Missouri Department of Conservation.^[2]

NOXIOUS WEED

A vegetation species that is listed as a Missouri State noxious weed by the United States Department of Agriculture.^[3]

NUISANCE PLANT

Toxic species known to cause death or severe allergic reactions among a segment of the human population, such as poison hemlock, poison ivy, and ragweed.

OWNER

Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the State, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON HAVING CONTROL

Any occupant, representative or employee of an owner or lessee, or any person eighteen (18) years of age or older who has charge, care or control of any portion of a premises.

PREMISES

A lot, plot, or parcel of land including any structures thereon.

ROLL-OFF TRASH CONTAINER

Any rented bulk solid waste receptacle placed temporarily on property and used to handle solid waste disposal related to temporary activities, such as moving, cleaning, remodeling or other construction at a site. Such container is typically rented or leased to owners or occupants of property for their temporary use and which is typically delivered and removed by truck. This term shall not be interpreted to refer to a trash container or dumpster that is stored in a more permanent manner on the property and is referenced and regulated by ordinance or this Code and is further required to be screened from public view.

SIGHT DISTANCE

The clear line of sight necessary for pedestrian safety or safe operation of a motorized vehicle.

STORMWATER

Rainfall runoff, snowmelt runoff and surface runoff and drainage.

STORMWATER MANAGEMENT FACILITY

Structure and constructed feature designed for the collection, conveyance, storage, treatment and disposal of stormwater runoff into and through the stormwater system. Stormwater management facilities include vegetative or structural measures, or both, to control the increased volume, rate, and quality of stormwater runoff caused by man-made changes to land.

TURF GRASS

A type of vegetation ground cover, managed by weed removal and mowing to maintain a uniform height.

TURF WEED

Broadleaf weeds, annual and perennial grasses that invade or disrupt the uniformity of turf grass lawns.

- [1] *Editor's Note: See Appendix A for a list of invasive plants. Appendix A is included as an attachment to this chapter.*
- [2] *Editor's Note: See Appendix A for a list of native plants. Appendix A is included as an attachment to this chapter.*
- [3] *Editor's Note: See Appendix A for a list of noxious weeds. Appendix A is included as an attachment to this chapter.*

Sec. 20-2. Administration.

[Ord. No. 2498, § 1, 11-17-2008; Ord. No. 2704 § 1, 6-4-2012; Ord. No. 2802, § 1, 7-21-2014]

- (a) Every owner, lessee or person in control of a property upon which a subdivision plat has been recorded in accordance with law and all property within one hundred (100) feet from the out-boundary of an occupied or improved subdivision or upon the right-of-

way adjoining such premises in the City of Chesterfield shall keep said property free of public nuisances as described in Section 20-3 of this Article.

- (b) This Section shall apply to any violations cited after the date of this Article. All violations of the original Ordinance 192, Ordinance 385, or Ordinance 578 cited prior to the date this ordinance was adopted shall be prosecuted in accordance with the provisions set out in the original applicable on the date of violation.

Sec. 20-3. Public nuisance declared.

[Ord. No. 2498, § 1, 11-17-2008; Ord. No. 2679, 11-7-2011; Ord. No. 2704 § 1, 6-4-2012; Ord. No. 2802, § 1, 7-21-2014]

- (a) Public nuisances of the City are hereby declared to be as follows: Any act committed or suffered to be committed by any person, or any substance kept, maintained, placed, or thrown upon any public or private premises which constitutes a hurt, injury, inconvenience or danger to the health, safety or welfare of the public or residents and occupants of the immediate vicinity as determined by the Planning and Development Services Director.
- (b) The above public nuisance declaration shall include, but not be limited to, the following:
- (1) Discharge of piped potable or nonpotable water, including groundwater, stormwater, and pool water, release of liquids, chemicals, oils, or substances upon any right-of-way, including streets, alleys, tree lawns, sidewalks, bike trails, or in close proximity to natural streams or neighboring premises that constitutes a hurt, injury, inconvenience or danger to the health, safety, or welfare of the public or residents of the immediate vicinity. At a minimum, piped residential downspouts or basement sump pumps shall be day-lighted to surface discharge at least ten (10) feet away from a neighboring property line.
 - (2) Maintaining or permitting conditions that promote or allow mosquito, cockroach, flea, or other insect infestations to develop upon a premises or in stagnant pools or impoundments of water, that constitute a hurt, injury, inconvenience or danger to the health, safety, or welfare of the public or residents of the immediate vicinity.
 - (3) Emission of any offensive, noxious or toxic gas, effluvia or odor that constitutes a hurt, injury, inconvenience or danger to the health, safety, or welfare of the public or residents and occupants of the immediate vicinity.
 - (4) Dead animal carcasses permitted to remain upon a premises for more than twelve (12) hours.
 - (5) Keeping, maintaining, or permitting animals of any kind, domestic or wild, upon a premises in such a manner or condition that same constitutes a hurt, injury, inconvenience or danger to the health, safety, or welfare of the public or residents or occupants of the immediate vicinity.
 - (6) Keeping, maintaining or permitting of trash, debris, garbage, rubbish, junk, decaying vegetation or animal matter or other substance upon a premises constituting a hurt, injury, inconvenience or danger to the health, safety or welfare of the public or residents and occupants of the immediate vicinity.

- (7) Failure to mow or cut turf grass or turf weeds, to maintain a maximum height of not more than ten (10) inches, or failure to control or remove listed (Appendix A^[1]) nuisance plants, invasive plants and noxious weeds in such a manner that constitutes a hurt, injury, inconvenience or danger to the health, safety or welfare of the public or residents and occupants of the immediate vicinity. Managed stands of native plants, ornamental grasses, or shrubs, and cultivated agricultural crops, vegetable gardens or flower gardens exceeding ten (10) inches in height are permitted, provided that they are maintained free of turf weeds and grasses, nuisance plants, invasive plants and noxious weeds, are kept at least four (4) feet from a property line, and do not impair sight distance, or constitute a hurt, injury, inconvenience or danger to the health, safety or welfare of the public or residents and occupants of the immediate vicinity.

[1] *Editor's Note: Appendix A is included as an attachment to this chapter.*

- (8) Placement or dumping of dead plant material, such as lawn clippings, weeds, leaves, tree trunks, and tree branches, in or near storm sewers, creeks, drainage swales, stream banks, or steep slopes in such a manner that constitutes a hurt, injury, inconvenience or danger to the health, safety or welfare of the public or residents and occupants of the immediate vicinity. Erosion control devices, such as silt fence, riprap, erosion control blankets, check dams, or seed and mulch placed near creeks, in drainage swales, on stream banks, or upon steep slopes, shall comply with the City of Chesterfield Erosion Control Manual.
- (9) Any standing or fallen dead tree, dead tree limbs, dead shrubs, and trees that are more than fifty percent (50%) dying, damaged, or diseased to constitute a hurt, injury, inconvenience or danger to the health, safety, or welfare of the public or residents and occupants of the vicinity. Removal of any dead or dying tree shall comply with the City of Chesterfield Tree Manual.
- (10) Any unfenced in-ground swimming pool, any unsecured building or structure, or any dilapidated or unsafe building, fence, retaining wall, or structure located upon any public or private place or premises in such condition that same constitutes a hurt, injury, inconvenience or danger to the health, safety or welfare of the public or the residents and occupants of the immediate vicinity.
- (11) The use of light sources shall comply with the City of Chesterfield Lighting Code. Official or approved emergency, construction, safety and warning lighting are generally permitted.
- (12) Placement of a roll-off trash container on property for an uninterrupted period exceeding ninety (90) consecutive days or positioned so as to create an obstruction for a roadway, alley or sidewalk constituting an inconvenience or danger to the health, safety or welfare of the public or residents and occupants of the immediate vicinity.
- (13) Any stormwater management facility located on any lot or land shall be declared a public nuisance for failure to maintain the private stormwater management facility if it has conditions impairing its proper operation, including, but not limited to, excessive sediment, extensive ponding of water, rubbish and trash, noxious weeds or invasive plants or nuisance plants exceeding ten (10) inches in height, or any material which is unhealthy or impacts the proper operation of the private stormwater management facility.

- (c) Native plants, turf grass, ornamental grasses, or shrubs, including plants that are part of an approved, designed private stormwater facility or MSD approved guidance document do not constitute a public nuisance.

Sec. 20-4. Notice to abate; posting and delivery; first offenses.

[Ord. No. 2498, § 1, 11-17-2008; Ord. No. 2704 § 1, 6-4-2012; Ord. No. 2802, § 1, 7-21-2014]

- (a) Whenever it comes to the attention of the City, or the City receives an allegation of the existence of a public nuisance, the City shall investigate and shall make a determination. If a public nuisance is found to exist, a notice to abate shall be mailed or hand delivered to the owner, lessee, or person having control of the premises. If mail or hand delivery is not readily achievable, the property may be posted to provide notification by placing the notice to abate upon a building, tree, or other object upon such property, as may be available.
- (b) The notice to abate described in Subsection (a) shall contain:
- (1) Address or description of the property;
 - (2) Ordinance number of the ordinance being violated;
 - (3) Nature of the violation, and the number of days by which the violation shall be removed or abated; and
 - (4) Notice of the penalty for a failure to remove or abate the nuisance, stating that if the nuisance reoccurs by the same owner, lessee, or person in charge, a summons will be issued without further notice.
- (c) Notice to abate, first offense. In all cases where the public nuisance is the first offense of the specified ordinance violation for the person charged therewith, the notice to abate provisions shall be observed. The number of days granted to abate a violation shall not be less than four (4) days, except in emergency cases.

Sec. 20-5. Summons and abatement by City.

[Ord. No. 2498, § 1, 11-17-2008; Ord. No. 2704 § 1, 6-4-2012; Ord. No. 2802, § 1, 7-21-2014]

Upon neglect or failure to act upon the notice to abate, the City shall issue a summons as follows:

- (a) *Summons, service of.* If a notice to abate is issued, and the public nuisance has not been removed or abated in the allotted time, the City shall issue a Municipal Court summons, directed by name to the owner, lessee, or person in charge of the property, showing:
- (1) Address or description of property on which the public nuisance is located, and such other information as may be available to the inspector;
 - (2)

The ordinance which is being violated and setting forth in general the nature of the public nuisance; and

(3) Date on which the case will be on the Municipal Court docket for hearing.

- (b) *Summons, delivery by mail.* The City shall cause the summons to be delivered by ordinary mail, postage prepaid, to the person named therein at the address shown on the summons, or at such other address as the person charged therewith shall be known to reside. If the mail is duly addressed to the person named in the summons at the address as provided above and is not returned to the City, it shall be deemed to have been delivered and received by the person to whom addressed.
- (c) *Abatement by City.* If the owner, lessee, or person in charge of property for which a notice to abate has been issued fails to remove or abate the public nuisance in the time specified, the City may elect to abate the public nuisance in which case the City shall notify the owner, lessee, or person in charge of the property, in writing, a minimum of four (4) days in advance, of the date, time, and location of an abatement hearing. The abatement hearing officer shall be the City Administrator or his designated representative. The abatement hearing officer shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received. The abatement hearing officer shall review all evidence and may issue an order to abate the nuisance allowing at least five (5) business days after the hearing for abatement to be complete. The order shall include authorization for the City to immediately enter the property and to remove the public nuisance and assess costs pursuant to this section if such public nuisance is not removed within the time allotted after the abatement hearing.
- (d) *Assessment of costs for abatement by City.* All costs and expense incurred by the City in removing or abating a public nuisance may be assessed against the property owner in the form of a special tax bill, which special tax bill shall become a lien on the property. Alternatively, the cost of removing or abating the public nuisance may be made a part of a judgment by the Municipal Court, in addition to any other penalties and costs imposed.
- (e) *Notice to abate, subsequent offenses.* In all cases where the public nuisance is a repeat or continued offense occurring within a twelve-month period, the notice to abate provisions need not be observed. Thereafter such owner, lessee, or person having control may be summoned into Municipal Court to answer the charges, and/or the City shall have the option of performing abatement by the City and assessment of costs without another notice to abate being issued. In addition to the court costs normally assessed in all such cases, there shall be added thereto all costs incurred by the City in abating the public nuisance. Each day a violation continues after the expiration of the notice to abate shall constitute a separate offense.

Sec. 20-6. Violations and penalties.

[Ord. No. 2498, § 1, 11-17-2008; Ord. No. 2704 § 1, 6-4-2012; Ord. No. 2802, § 1, 7-21-2014]

- (a) Any person, persons, firm, association or corporation violating any provision of this Public Nuisance Article or any employee, assistant, agent, or any other person participating or taking part in, joining or aiding in a violation of any provision of this Public Nuisance Article may be prosecuted as provided by law for the violation of an

ordinance of the City of Chesterfield and, upon conviction, shall be punished by a fine not exceeding one thousand dollars (\$1,000.00) for any one offense or imprisonment in the City jail for not more than three (3) months, or both such fine and imprisonment. Each day a violation continues after service of written notice to abate such violation shall constitute a separate offense.

- (b) In addition to the penalties hereinabove authorized and established, the City Attorney shall take such other actions at law or in equity as may be required to halt, terminate, remove, or otherwise eliminate any violation of this ordinance.

Sec. 20-7. through Sec. 20-10. (Reserved)

Chapter 25. Solid Waste

Article II. Generation and Storage

Sec. 25-28. Placement of waste containers, tree waste and firewood.

[Ord. No. 541, § 2(H), 1-21-1991; Ord. No. 599, § 1, 8-19-1991; Ord. No. 1781, §§ 1, 2, 9-5-2001; Ord. No. 2956 § 1, 6-19-2017]

- (a) Residential solid waste containers, recycling containers, and yard waste shall be stored upon the premises where the waste was generated, unless written permission for storage on other premises is obtained from a person having authority to grant such permission. Containers shall be stored inside the garage or within any side or rear yard such that they are screened so the containers are not visible from a street which abuts the property. The maximum number of containers stored and screened within any side or rear yard shall not exceed seven (7) at any given time. Waste containers used for the storage of residential waste, other than waste from multifamily premises having four (4) or more units, shall be placed at the end of the driveway, near the curb or mailbox, prior to the scheduled pickup. Waste containers, including bundles of yard waste permitted by this Chapter, shall be placed at the required collection point, no earlier than 5:00 P.M. on the day prior to the regularly scheduled collection day. Waste containers shall be returned to their lawful storage area no later than 11:59 P.M. on the day of collection.
- (b) Nonresidential solid waste containers and tree waste generated on nonresidential premises shall be stored upon the nonresidential premises where the waste was generated, unless written permission for storage on other premises is obtained from a person having authority to grant such permission.
- (c) Fireplace wood shall be stored on a pallet with a six-inch clearance at the bottom. Such pallet shall be of wood or metal. No more than one-half (1/2) cord [four (4) feet by four (4) feet by eight (8) feet] may be stored on the premises in front of the building, and no more than four (4) cords may be stored on the premises behind the front building line.
- (d) DELETED

Chapter 20. Nuisances

Article I. Nuisances and Enforcement

Sec. 20-1. Definitions.

[Ord. No. 2498, § 1, 11-17-2008; Ord. No. 2679, 11-7-2011; Ord. No. 2704 § 1, 6-4-2012;
Ord. No. 2802, § 1, 7-21-2014]

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

INVASIVE PLANT

A vegetation species that grows aggressively in the State of Missouri, as listed by the Missouri Department of Conservation.^[1]

LESSEE

Any person, agent, operator, firm, or corporation having possession, occupancy or control of all or a portion of a premises pursuant to a written or unwritten lease, contract, agreement, or license with the owner.

NATIVE PLANT

A vegetation species that existed prior to the arrival of settlers within the State of Missouri, as listed by the Missouri Department of Conservation.^[2]

NOXIOUS WEED

A vegetation species that is listed as a Missouri State noxious weed by the United States Department of Agriculture.^[3]

NUISANCE PLANT

Toxic species known to cause death or severe allergic reactions among a segment of the human population, such as poison hemlock, poison ivy, and ragweed.

OWNER

Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the State, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON HAVING CONTROL

Any occupant, representative or employee of an owner or lessee, eighteen (18) years of age or older who has charge, care or control of any portion of a premises.

PREMISES

A lot, plot, or parcel of land including any structures thereon.

ROLL-OFF TRASH CONTAINER

Any rented bulk solid waste receptacle placed temporarily on property and used to handle solid waste disposal related to temporary activities, such as moving, cleaning, remodeling or other construction at a site. Such container is typically rented or leased to owners or occupants of property for their temporary use and which is typically delivered and removed by truck. This term shall not be interpreted to refer to a trash container or dumpster that is stored in a more permanent manner on the property and is referenced and regulated by ordinance or this Code and is further required to be screened from public view.

SIGHT DISTANCE

The clear line of sight necessary for pedestrian safety or safe operation of a motorized vehicle.

STORMWATER

Rainfall runoff, snowmelt runoff and surface runoff and drainage.

STORMWATER MANAGEMENT FACILITY

Structure and constructed feature designed for the collection, conveyance, storage, treatment and disposal of stormwater runoff into and through the stormwater system. Stormwater management facilities include vegetative or structural measures, or both, to control the increased volume, rate, and quality of stormwater runoff caused by man-made changes to land.

TURF GRASS

A type of vegetation ground cover, managed by weed removal and mowing to maintain a uniform height.

TURF WEED

Broadleaf weeds, annual and perennial grasses that invade or disrupt the uniformity of turf grass lawns.

- [1] *Editor's Note: See Appendix A for a list of invasive plants. Appendix A is included as an attachment to this chapter.*
- [2] *Editor's Note: See Appendix A for a list of native plants. Appendix A is included as an attachment to this chapter.*
- [3] *Editor's Note: See Appendix A for a list of noxious weeds. Appendix A is included as an attachment to this chapter.*

Sec. 20-2. Administration.

[Ord. No. 2498, § 1, 11-17-2008; Ord. No. 2704 § 1, 6-4-2012; Ord. No. 2802, § 1, 7-21-2014]

- (a) Every owner, lessee or person in control of a property upon which a subdivision plat has been recorded in accordance with law and all property within one hundred (100) feet from the out-boundary of an occupied or improved subdivision or upon the right-of-

way adjoining such premises in the City of Chesterfield shall keep such premises free from public nuisances as described in Section 20-3 of this Article.

- (b) This Section shall apply to any violations cited after the date of this Article. All violations of the original Ordinance 192, Ordinance 385, or Ordinance 578 cited prior to the date this ordinance was adopted shall be prosecuted in accordance with the provisions set out in the original applicable on the date of violation.

Sec. 20-3. Public nuisance declared.

[Ord. No. 2498, § 1, 11-17-2008; Ord. No. 2679, 11-7-2011; Ord. No. 2704 § 1, 6-4-2012; Ord. No. 2802, § 1, 7-21-2014]

- (a) Public nuisances of the City are hereby declared to be as follows: Any act committed or suffered to be committed by any person, or any substance kept, maintained, placed, or thrown upon any public or private premises which constitutes a hurt, injury, inconvenience or danger to the health, safety or welfare of the public or residents and occupants of the immediate vicinity as determined by the Planning and Development Services Director.
- (b) The above public nuisance declaration shall include, but not be limited to, the following:
- (1) Discharge of piped potable or nonpotable water, including groundwater, stormwater, and pool water, release of liquids, chemicals, oils, or substances upon any right-of-way, including streets, alleys, tree lawns, sidewalks, bike trails, or in close proximity to natural streams or neighboring premises that constitutes a hurt, injury, inconvenience or danger to the health, safety, or welfare of the public or residents of the immediate vicinity. At a minimum, piped residential downspouts or basement sump pumps shall be day-lighted to surface discharge at least ten (10) feet away from a neighboring property line.
 - (2) Maintaining or permitting conditions that promote or allow mosquito, cockroach, flea, or other insect infestations to develop upon a premises or in stagnant pools or impoundments of water, that constitute a hurt, injury, inconvenience or danger to the health, safety, or welfare of the public or residents of the immediate vicinity.
 - (3) Emission of any offensive, noxious or toxic gas, effluvia or odor that constitutes a hurt, injury, inconvenience or danger to the health, safety, or welfare of the public or residents and occupants of the immediate vicinity.
 - (4) Dead animal carcasses permitted to remain upon a premises for more than twelve (12) hours.
 - (5) Keeping, maintaining, or permitting animals of any kind, domestic or wild, upon a premises in such a manner or condition that same constitutes a hurt, injury, inconvenience or danger to the health, safety, or welfare of the public or residents or occupants of the immediate vicinity.
 - (6) Keeping, maintaining or permitting of trash, debris, garbage, rubbish, junk, decaying vegetation or animal matter or other substance upon a premises constituting a hurt, injury, inconvenience or danger to the health, safety or welfare of the public or residents and occupants of the immediate vicinity.

- (7) Failure to mow or cut turf grass or turf weeds, to maintain more than ten (10) inches, or failure to control or remove listed (Appendix A^[1]) nuisance plants, invasive plants and noxious weeds in such a manner that constitutes a hurt, injury, inconvenience or danger to the health, safety or welfare of the public or residents and occupants of the immediate vicinity. Managed stands of native plants, ornamental grasses, or shrubs, and cultivated agricultural crops, vegetable gardens or flower gardens exceeding ten (10) inches in height are permitted, provided that they are maintained free of turf weeds and grasses, nuisance plants, invasive plants and noxious weeds, are kept at least four (4) feet from a property line, and do not impair sight distance, or constitute a hurt, injury, inconvenience or danger to the health, safety or welfare of the public or residents and occupants of the immediate vicinity.
- [1] *Editor's Note: Appendix A is included as an attachment to this chapter.*

- (8) Placement or dumping of dead plant material, such as lawn clippings, weeds, leaves, tree trunks, and tree branches, in or near storm sewers, creeks, drainage swales, stream banks, or steep slopes in such a manner that constitutes a hurt, injury, inconvenience or danger to the health, safety or welfare of the public or residents and occupants of the immediate vicinity. Erosion control devices, such as silt fence, riprap, erosion control blankets, check dams, or seed and mulch placed near creeks, in drainage swales, on stream banks, or upon steep slopes, shall comply with the City of Chesterfield Erosion Control Manual.
- (9) Any standing or fallen dead tree, dead tree limbs, dead shrubs, and trees that are more than fifty percent (50%) dying, damaged, or diseased to constitute a hurt, injury, inconvenience or danger to the health, safety, or welfare of the public or residents and occupants of the vicinity. Removal of any dead or dying tree shall comply with the City of Chesterfield Tree Manual.
- (10) Any unfenced in-ground swimming pool, any unsecured building or structure, or any dilapidated or unsafe building, fence, retaining wall, or structure located upon any public or private place or premises in such condition that same constitutes a hurt, injury, inconvenience or danger to the health, safety or welfare of the public or the residents and occupants of the immediate vicinity.
- (11) The use of light sources shall comply with the City of Chesterfield Lighting Code. Official or approved emergency, construction, safety and warning lighting are generally permitted.
- (12) Placement of a roll-off trash container on property for an uninterrupted period exceeding ninety (90) consecutive days or positioned so as to create an obstruction for a roadway, alley or sidewalk constituting an inconvenience or danger to the health, safety or welfare of the public or residents and occupants of the immediate vicinity.
- (13) Any stormwater management facility located on any lot or land shall be declared a public nuisance for failure to maintain the private stormwater management facility if it has conditions impairing its proper operation, including, but not limited to, excessive sediment, extensive ponding of water, rubbish and trash, noxious weeds or invasive plants or nuisance plants exceeding ten (10) inches in height, or any material which is unhealthy or impacts the proper operation of the private stormwater management facility.

- (c) Native plants, turf grass, ornamental grasses, or shrubs, including, but not limited to, of an approved, designed private stormwater facility or MSD approved guidance document do not constitute a public nuisance.

Sec. 20-4. Notice to abate; posting and delivery; first offenses.

[Ord. No. 2498, § 1, 11-17-2008; Ord. No. 2704 § 1, 6-4-2012; Ord. No. 2802, § 1, 7-21-2014]

- (a) Whenever it comes to the attention of the City, or the City receives an allegation of the existence of a public nuisance, the City shall investigate and shall make a determination. If a public nuisance is found to exist, a notice to abate shall be mailed or hand delivered to the owner, lessee, or person having control of the premises. If mail or hand delivery is not readily achievable, the property may be posted to provide notification by placing the notice to abate upon a building, tree, or other object upon such property, as may be available.
- (b) The notice to abate described in Subsection (a) shall contain:
- (1) Address or description of the property;
 - (2) Ordinance number of the ordinance being violated;
 - (3) Nature of the violation, and the number of days by which the violation shall be removed or abated; and
 - (4) Notice of the penalty for a failure to remove or abate the nuisance, stating that if the nuisance reoccurs by the same owner, lessee, or person in charge, a summons will be issued without further notice.
- (c) Notice to abate, first offense. In all cases where the public nuisance is the first offense of the specified ordinance violation for the person charged therewith, the notice to abate provisions shall be observed. The number of days granted to abate a violation shall not be less than four (4) days, except in emergency cases.

Sec. 20-5. Summons and abatement by City.

[Ord. No. 2498, § 1, 11-17-2008; Ord. No. 2704 § 1, 6-4-2012; Ord. No. 2802, § 1, 7-21-2014]

Upon neglect or failure to act upon the notice to abate, the City shall issue a summons as follows:

- (a) *Summons, service of.* If a notice to abate is issued, and the public nuisance has not been removed or abated in the allotted time, the City shall issue a Municipal Court summons, directed by name to the owner, lessee, or person in charge of the property, showing:
- (1) Address or description of property on which the public nuisance is located, and such other information as may be available to the inspector;
 - (2)

The ordinance which is being violated and setting forth in general terms the public nuisance; and

- (3) Date on which the case will be on the Municipal Court docket for hearing.
- (b) *Summons, delivery by mail.* The City shall cause the summons to be delivered by ordinary mail, postage prepaid, to the person named therein at the address shown on the summons, or at such other address as the person charged therewith shall be known to reside. If the mail is duly addressed to the person named in the summons at the address as provided above and is not returned to the City, it shall be deemed to have been delivered and received by the person to whom addressed.
- (c) *Abatement by City.* If the owner, lessee, or person in charge of property for which a notice to abate has been issued fails to remove or abate the public nuisance in the time specified, the City may elect to abate the public nuisance in which case the City shall notify the owner, lessee, or person in charge of the property, in writing, a minimum of four (4) days in advance, of the date, time, and location of an abatement hearing. The abatement hearing officer shall be the City Administrator or his designated representative. The abatement hearing officer shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received. The abatement hearing officer shall review all evidence and may issue an order to abate the nuisance allowing at least five (5) business days after the hearing for abatement to be complete. The order shall include authorization for the City to immediately enter the property and to remove the public nuisance and assess costs pursuant to this section if such public nuisance is not removed within the time allotted after the abatement hearing.
- (d) *Assessment of costs for abatement by City.* All costs and expense incurred by the City in removing or abating a public nuisance may be assessed against the property owner in the form of a special tax bill, which special tax bill shall become a lien on the property. Alternatively, the cost of removing or abating the public nuisance may be made a part of a judgment by the Municipal Court, in addition to any other penalties and costs imposed.
- (e) *Notice to abate, subsequent offenses.* In all cases where the public nuisance is a repeat or continued offense occurring within a twelve-month period, the notice to abate provisions need not be observed. Thereafter such owner, lessee, or person having control may be summoned into Municipal Court to answer the charges, and/or the City shall have the option of performing abatement by the City and assessment of costs without another notice to abate being issued. In addition to the court costs normally assessed in all such cases, there shall be added thereto all costs incurred by the City in abating the public nuisance. Each day a violation continues after the expiration of the notice to abate shall constitute a separate offense.

Sec. 20-6. Violations and penalties.

[Ord. No. 2498, § 1, 11-17-2008; Ord. No. 2704 § 1, 6-4-2012; Ord. No. 2802, § 1, 7-21-2014]

- (a) Any person, persons, firm, association or corporation violating any provision of this Public Nuisance Article or any employee, assistant, agent, or any other person participating or taking part in, joining or aiding in a violation of any provision of this Public Nuisance Article may be prosecuted as provided by law for the violation of an

ordinance of the City of Chesterfield and, upon conviction, not exceeding one thousand dollars (\$1,000.00) for any one offense or imprisonment in the City jail for not more than three (3) months, or both such fine and imprisonment. Each day a violation continues after service of written notice to abate such violation shall constitute a separate offense.

- (b) In addition to the penalties hereinabove authorized and established, the City Attorney shall take such other actions at law or in equity as may be required to halt, terminate, remove, or otherwise eliminate any violation of this ordinance.

Sec. 20-7. through Sec. 20-10. (Reserved)

Chapter 7. Building and Building Regulations

Article II. Minimum Standards of Maintenance

Sec. 7-6. Purpose of article.

To protect, provide for and promote the public safety, health, comfort, morals, and general welfare of the residents of the City of Chesterfield, Missouri, by establishing minimum requirements for safe and sanitary exterior maintenance of the structure/buildings, and accessory structures. These general objectives include, among others, the following specific purposes:

- (1) To protect the character and stability of all residential and non-residential properties within the City.
- (2) To provide minimum standards for the exterior maintenance of the residential and non-residential property within the City.
- (3) To prevent the creation of any blighting conditions by preventing the deterioration of any residential and non-residential property and thereby preserving the value of land and buildings throughout the City.
- (4) To provide the means for the administration and enforcement of this article to ensure that the above purposes are accomplished.

Sec. 7-7. Acceptability of article.

Every residential and non-residential building/structure within the City, whatever the nature of its use, whether vacant or occupied, whether existing or hereafter constructed, shall be maintained in accordance with the applicable requirements of this ordinance. In any case where a provision of any zoning, building, fire, safety, or health code of the municipality existing on the effective date of this article or hereafter established is found to be in conflict with the provisions contained herein, the provision that establishes the more restrictive standard shall prevail.

Sec. 7-8. Definitions.

As used in this article, the following terms shall have the respective meanings ascribed to them:

ACCESSORY STRUCTURE

A detached subordinate structure located on the same lot as the main structure. Where a part of the wall of an accessory structure is part of a main structure or where an accessory is attached by a roof, such accessory structure shall be considered as part of the main structure. The use of said structure is customarily incidental to the main structure.

APPROVED

Approved as applied to a material, device or method of construction shall mean approved by the building code adopted by the City, or approved by other authority designed by law to give approval in the matter in question.

BASEMENT

A floored and wall substructure of a building at least fifty (50) percent below the average finished grade of the building.

CELLAR

A portion of a separate structure not part of a dwelling building located partly or wholly underground and having one-half (½) or more of its clear floor-to-ceiling height below the average grade of the adjoining ground.

CONDOMINIUM

Property as described in Chapter 448 of the Missouri Revised Statutes, 1969, and all amendments thereto. (See definition of owner.)

DETERIORATION

The condition or appearance of a building, or part thereof, characterized by evidence of physical decay, neglect or lack of maintenance.

DWELLING

Any building, or portion thereof, which is designed or used or intended to be used as a living or sleeping facility for human occupants.

DWELLING UNIT

A self-sufficient living area for one family having its own permanently installed cooking and sanitary facilities.

FIXTURES

An element or feature present on the exterior of a building including such objects as flagpoles, light fixtures, and other semi-permanently fixed structures.

MULTIFAMILY

A building or portion thereof designed for or occupied exclusively by three (3) or more families living independently of each other in individual dwelling units.

OCCUPANT

The person, firm, partnership, corporation or other entity that has possession of any part of the space within the building.

OPERATOR

Any person, firm, partnership, corporation, or other entity who alone, jointly or severally with others, shall be in actual possession of, or have charge, care or control of any dwelling unit within the City. When the owner is represented by an employee, agent, trustee, guardian of the estate or person of the title holder, such person shall be bound to comply with the provisions of this article to the same extent as the owner. In all

cases of condominiums, the board of managers shall be responsible for complying with all provisions of this article, if within the common elements, as defined by the specific declaration and by-laws.

OWNER

Any person, firm, partnership, corporation, or other entity who alone, jointly or severally with others shall be the titled owner or, shall be in actual possession of, or have charge, care or control of any building, or part of a building within the City or the right to take charge, care or control of any building or part of a building within the City. When the owner is represented by an employee, agent, trustee, guardian of the estate or person of the title holder, such person shall be bound to comply with the provisions of this article, including the common elements, as defined by the specific declaration and by-laws of the particular property or building.

PERSON

A corporation, firm, partnership, association, organization and any other group acting as a unit, as well as any individual. It shall also include any executor, administrator, trustee, receiver or other representative appointed according to law. Whenever the word "person" is used in any section of this article, prescribing a penalty or fine, as to partnerships or associations, the word shall include the individual partners or individual members thereof, and as to corporations, shall include the individual officers, agents or members thereof who are responsible for any violation of such section.

PREMISES

A lot, plot or parcel of land or any part thereof, including the buildings or structures thereon.

REPAIR

To restore to a good and sound condition, state of operation, appearance or serviceability and free from defect or decay. All repairs to be made with materials similar to the undamaged area and designed to last approximately as long as would replacement by new materials.

REPLACEMENT

To remove an existing item or portion of an item that cannot be restored, or in lieu of the repair of an item, to a good and sound state of operation, appearance or serviceability so as to be free from decay or defect and to construct or install any item with an item of improved quality or of similar quality as the existing item when new. Replacement will ordinarily take place when the item is not repairable.

STRUCTURE

Anything constructed or erected, the use of which requires permanent location on the ground or attached to something having a permanent location on the ground, including, but without limiting, the generality of the foregoing; pergolas, radio towers, memorials and ornamental structures. The word "structure" includes the word "building" in addition to the foregoing.

YARD

An open space on the same lot with a structure.

Sec. 7-9. Enforcement officer.

The Director of Planning is hereby designated to exercise the powers prescribed by this ordinance. In addition to the authority which may be specifically provided in this ordinance, the Director may exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this ordinance. The Director of Planning may appoint and fix the duties of such officers, agents and employees as the Director deems necessary to carry out the purposes of this ordinance and may delegate any of the aforementioned functions or powers to another officer, agent and/or employees.

Sec. 7-10. Minimum exterior standards.

- (a) *General.* The exterior of a building, including any exterior lighting mounted on the building, shall be maintained in a structurally sound and sanitary condition.
- (b) *Foundations.* Every foundation shall be reasonably weather-tight and in good repair. The foundation elements shall adequately support the building at all points. All foundation walls shall be maintained so as to carry the safe design and operating dead and live loads.
- (c) *Roofs.* The roof shall be sufficiently weathertight, without loose shingles, missing or unsecured roofing materials.
- (d) *Stairs, porches, railings and decks.* No porch, stairway, railing or deck shall have rotting, loose or deteriorating supports. All stairs, porches, handrails and decks shall be maintained in such a manner as to be capable of supporting the load for which it was intended.
- (e) *Windows, doors, screens and garage doors.* Every window, screen, and door shall fit reasonably tight within its frame and shall be in good repair, operable, capable of being easily opened and held in position by hardware. They shall be substantially tight without cracks, breaks or holes.
- (f) *Hardware and fixtures.* All exterior hardware and fixtures, including decorative fixtures, shall be well anchored and without loose or unsecured elements that pose a safety hazard.
- (g) *Driveways and sidewalks.* Driveways and sidewalks shall be maintained in such a manner as to remain reasonably free of holes, cracks and other signs of deterioration, wide or uneven ridges that may impede the safety of pedestrians.
- (h) *Fences and retaining walls.* Fences and retaining walls shall be anchored firmly and be intact without loose or missing pieces, holes, or breaks in materials that would cause a failure of the fence or retaining wall to support the uses for which it is intended.
- (i) *Accessory buildings, structures or appurtenances.* All accessory buildings or structures, including, but not limited to, tie walls, retaining walls, antennae, towers, etc, shall be subject to all requirements of this article.
- (j) *Structural members.* All supporting structural members of a structure shall be kept in a structurally sound condition, free of deterioration and maintained in such manner as to be capable of safely bearing the dead and live loads imposed upon them.
- (k) *Exterior walls.* Every exterior structural or architectural wall shall be free of holes, breaks, loose or rotting boards or timber, or any other condition which might admit rain

or dampness to the interior portions of the walls or to the occupied spaces of the building. All exterior surface materials, including wood, composition or metal siding, shall be maintained in a weatherproofed condition and shall be properly surface coated to prevent deterioration. Where an existing painted wall surface has areas of chipping, peeling, scaling or missing paint equal to or greater than twenty-five (25) percent of the painted area, then such surface shall be repainted, or stripped of all paint and given a water-resistant coating if necessary.

- (l) *Decorative features.* All cornices, moldings, belt courses, corbels, trim, wall facings and similar decorative features, shall be maintained in good repair with proper anchorage and in safe condition.
- (m) *Canopies, marquees, awnings and overhangs.* All canopies, marquees, awnings and any overhead extension shall be maintained in good repair and be properly anchored, shall be protected from the elements and against decay and rust by the periodic application of weathercoating materials such as paint or other protective treatment.
- (n) *Chimneys.* All chimneys, smokestacks, cooling towers and similar appurtenances shall be maintained in a structurally safe and sound condition and in good repair.
- (o) *Basement hatchways.* Every basement or cellar hatchway shall be constructed and maintained in a safe and effective condition to prevent the entrance into the building of rodents, rain or surface drainage.
- (p) *Gutters and downspouts.* Rain gutters and downspouts, or other means of water diversion that are provided to collect/conduct and discharge all water from the roof and shall be anchored securely so as to discharge the water from the roof in the direction and manner intended.

Sec. 7-11. Registering allegations.

Any person desiring to register an allegation regarding any structure or land which may be in violation of this ordinance shall be required to state his or her name and address which shall be placed on record with the City as a condition precedent to the filing of an allegation. No anonymous allegations shall be accepted or recorded by the City. All allegations must state specifically the violation or violations being reported.

Sec. 7-12. Right of entry.

- (a) Any authorized officer or agent of the City, pursuant to this article, shall be allowed onto any land within the City limits to investigate violations of this article, provided that such entries shall be made in such a manner as to cause the least possible inconvenience to the persons in possession and said officer shall obtain an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted.
- (b) Any authorized officer or agent of the City pursuant to this article shall be allowed to enter onto any land within the City limits to abate violations of this article.
- (c) It shall be unlawful for any person to interfere with a public officer or agent of the City in performing his or her duties pursuant to this article whether investigating or abating violations.

- (d) Any person who interferes with an officer or agent of the City pursuant to this article shall be punished as provided in Section 7-16 of this article.

Sec. 7-13. Notice to abate.

- (a) Whenever it comes to the attention of the City, or the City becomes aware of the existence of a violation, the City shall investigate the violation. If the City's representative discovers a basis for determining that one or more sections of this article have been violated, they shall issue a notice of violation. Said Notice shall be left with any adult person occupying or in possession of such property, whether such person is the owner, renter or lessee thereof, by delivering such warning notice to such person, or if no one is present in the property or refuses to accept the notice, by posting the warning notice on the front, or side or rear entrance to the residence or building.
- (b) The notice provided in subsection (a) shall contain:
- (1) The address or legal description of the property;
 - (2) The ordinance number of the ordinance being violated;
 - (3) The nature of the violation, and the date by which such violation shall be removed or abated;
 - (4) A notice of the penalty for failure to remove or abate the violation, stating that if the violation reoccurs by the same occupier, owner or person in charge, a summons will be issued without further notice.
 - (5) The date that a hearing will be held before the Director of Planning or a designated agent at a place and time fixed not less than ten (10) days or more than thirty (30) days after the service or mailing of said notice.
 - (6) Such notice shall also state that the owner, mortgagee, and the parties in interest shall be given the right to file an answer to the allegations and to appear in person, or otherwise with or without legal counsel, and give testimony at the place and time fixed in the notice. Said notice shall also state that the rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the hearing officer.
- (c) During said hearing, the hearing officer shall have the power and authority to administer oaths and affirmations, examine witnesses, and receive evidence. The rules of evidence utilized by courts in Missouri shall not be controlling in hearings before the public officer.
- (d) If the violation occurs on property where a residence or building is unoccupied, the warning notice may be posted as provided for in subsection (a). If the violation occurs on unimproved property, the warning notice may be posted upon a tree or other object upon the property.
- (e) In addition, a notice in writing containing the same information as provided on the warning notice provided in subsection (b) shall be sent to the last known address of owner of record as identified by the St. Louis County tax records or any other person having control of the property and any mortgage of record, by ordinary mail, postage prepaid.

Sec. 7-14. Orders of hearing officer.

Within thirty (30) days of any hearing held pursuant to Section 7-13 the hearing officer shall issue a written order containing findings of fact and stating the officer's determination. Such order shall be directed to the owner and served in a manner prescribed in Section 7-13 upon the owner and all other persons entitled to notice according to the provisions of Section 7-13(a). If the hearing officer determines that a violation has occurred, the order shall require the repair, alteration or improvement to be made and shall specify a time for the repair, alteration or improvement to be completed so as to correct the violation.

Sec. 7-15. Failure to comply with order.

Once a notice has been given as required by Section 7-13 on a lot or tract of land in or on which a violation has been created or maintained, and after abatement thereof, the same violation recurs in or on the same lot or tract of land by the same person or persons responsible therefore, within one year of the abatement no further Notice as set forth in Section 7-13 need be given. Thereafter, such responsible person or persons may be summoned into municipal court to answer to the charges against him/her. In addition to the court costs normally assessed in all such cases, there shall be added thereto all costs incurred by the City in abating the violation, as set out in Sections 7-13 and 7-14.

Sec. 7-16. Summons.

Upon neglect or failure to act upon the order of the hearing officer, the City shall issue a summons as follows:

- (1) *Summons, service of.* If a notice is given as provided in Section 7-13, and if after the time for removal or abatement has lapsed, the property is reinspected and the inspecting officer finds and determines that the violation has not been removed or abated, the inspecting officer shall fill out and sign as the complainant a complaint and information form, hereinafter referred to as a summons, directed to the same individuals as set forth in Section 7-13 and delivered in the same manner as set forth in Section 7-13 and specifying the section of the article which is being violated and setting forth in general the nature of the violation. The summons shall contain a date on which the case will be on the municipal court docket for hearing. The City Prosecuting Attorney or Assistant City Prosecuting Attorney will review and approve the Summons and then shall sign the original copy of all such summons, and the original thereof shall be forwarded to the Clerk of the Municipal Court for inclusion on the court's docket for the date shown on the summons.
- (2) *Abatement by City: costs assessed to person responsible.* If the condition violating this article is not corrected, after the occupant, owner or person in charge of property for which a warning notice has been given to remove or abate a violation, fails to remove or abate the violation in the time specified in the notice, whether residential or non-residential, then the City may remove the same and thereby abate the violation, and, if necessary, may lawfully enter upon the property on which the violation remains unabated to remove or abate such violation at the costs of the person or persons responsible for creating or maintaining the violation, or by any persons as defined in Section 7-8.

- (3) *Payment of costs: special tax bill or judgment.* All costs and expenses incurred by the City in removing or abating any violation on any residential or non-residential property may be assessed against the property in the form of a special tax bill, which special tax bill shall become a lien on the property. Alternatively, the cost of removing or abating the violation, may be made a part of the judgment by the municipal judge, in addition to any other penalties and costs imposed, if the person charged either pleads guilty or is found guilty of causing, creating or maintaining a violation on residential or non-residential property.
- (4) *Warning notice, first offense.* In all cases where the violation on residential or non-residential property is the first offense of the specified article violation for the persons charged therewith, the notice provisions of Section 7-13 shall be observed.
- (5) *Warning notice, subsequent offenses.* In all cases where the violation on residential or nonresidential property is a repeat or continued offense on such property, the notice provisions of Section 7-13 need not be observed.

Sec. 7-17. through Sec. 7-20. (Reserved)

Chapter 7. Building and Building Regulations

Article II. Minimum Standards of Maintenance

Sec. 7-6. Purpose of article.

To protect, provide for and promote the public safety, health, comfort, morals, and general welfare of the residents of the City of Chesterfield, Missouri, by establishing minimum requirements for safe and sanitary exterior maintenance of the structure/buildings, and accessory structures. These general objectives include, among others, the following specific purposes:

- (1) To protect the character and stability of all residential and non-residential properties within the City.
- (2) To provide minimum standards for the exterior maintenance of the residential and non-residential property within the City.
- (3) To prevent the creation of any blighting conditions by preventing the deterioration of any residential and non-residential property and thereby preserving the value of land and buildings throughout the City.
- (4) To provide the means for the administration and enforcement of this article to ensure that the above purposes are accomplished.

Sec. 7-7. Acceptability of article.

Every residential and non-residential building/structure within the City, whatever the nature of its use, whether vacant or occupied, whether existing or hereafter constructed, shall be maintained in accordance with the applicable requirements of this ordinance. In any case where a provision of any zoning, building, fire, safety, or health code of the municipality existing on the effective date of this article or hereafter established is found to be in conflict with the provisions contained herein, the provision that establishes the more restrictive standard shall prevail.

Sec. 7-8. Definitions.

As used in this article, the following terms shall have the respective meanings ascribed to them:

ACCESSORY STRUCTURE

A detached subordinate structure is part of a main structure or where a part of the wall of an accessory structure is part of a main structure or where an accessory is attached by a roof, such accessory structure shall be considered as part of the main structure. The use of said structure is customarily incidental to the main structure.

APPROVED

Approved as applied to a material, device or method of construction shall mean approved by the building code adopted by the City, or approved by other authority designed by law to give approval in the matter in question.

BASEMENT

A floored and wall substructure of a building at least fifty (50) percent below the average finished grade of the building.

CELLAR

A portion of a separate structure not part of a dwelling building located partly or wholly underground and having one-half (½) or more of its clear floor-to-ceiling height below the average grade of the adjoining ground.

CONDOMINIUM

Property as described in Chapter 448 of the Missouri Revised Statutes, 1969, and all amendments thereto. (See definition of owner.)

DETERIORATION

The condition or appearance of a building, or part thereof, characterized by evidence of physical decay, neglect or lack of maintenance.

DWELLING

Any building, or portion thereof, which is designed or used or intended to be used as a living or sleeping facility for human occupants.

DWELLING UNIT

A self-sufficient living area for one family having its own permanently installed cooking and sanitary facilities.

FIXTURES

An element or feature present on the exterior of a building including such objects as flagpoles, light fixtures, and other semi-permanently fixed structures.

MULTIFAMILY

A building or portion thereof designed for or occupied exclusively by three (3) or more families living independently of each other in individual dwelling units.

OCCUPANT

The person, firm, partnership, corporation or other entity that has possession of any part of the space within the building.

OPERATOR

Any person, firm, partnership, corporation, or other entity who alone, jointly or severally with others, shall be in actual possession of, or have charge, care or control of any dwelling unit within the City. When the owner is represented by an employee, agent, trustee, guardian of the estate or person of the title holder, such person shall be bound to comply with the provisions of this article to the same extent as the owner. In all

cases of condominiums, the Board of Managers shall enforce all provisions of this article, if within the common elements, as defined by the specific declaration and by-laws.

OWNER

Any person, firm, partnership, corporation, or other entity who alone, jointly or severally with others shall be the titled owner or, shall be in actual possession of, or have charge, care or control of any building, or part of a building within the City or the right to take charge, care or control of any building or part of a building within the City. When the owner is represented by an employee, agent, trustee, guardian of the estate or person of the title holder, such person shall be bound to comply with the provisions of this article, including the common elements, as defined by the specific declaration and by-laws of the particular property or building.

PERSON

A corporation, firm, partnership, association, organization and any other group acting as a unit, as well as any individual. It shall also include any executor, administrator, trustee, receiver or other representative appointed according to law. Whenever the word "person" is used in any section of this article, prescribing a penalty or fine, as to partnerships or associations, the word shall include the individual partners or individual members thereof, and as to corporations, shall include the individual officers, agents or members thereof who are responsible for any violation of such section.

PREMISES

A lot, plot or parcel of land or any part thereof, including the buildings or structures thereon.

REPAIR

To restore to a good and sound condition, state of operation, appearance or serviceability and free from defect or decay. All repairs to be made with materials similar to the undamaged area and designed to last approximately as long as would replacement by new materials.

REPLACEMENT

To remove an existing item or portion of an item that cannot be restored, or in lieu of the repair of an item, to a good and sound state of operation, appearance or serviceability so as to be free from decay or defect and to construct or install any item with an item of improved quality or of similar quality as the existing item when new. Replacement will ordinarily take place when the item is not repairable.

STRUCTURE

Anything constructed or erected, the use of which requires permanent location on the ground or attached to something having a permanent location on the ground, including, but without limiting, the generality of the foregoing; pergolas, radio towers, memorials and ornamental structures. The word "structure" includes the word "building" in addition to the foregoing.

YARD

An open space on the same lot with a structure.

Sec. 7-9. Enforcement officer.

The Director of Planning is hereby designated to carry out the purposes and provisions of this ordinance. In addition to the authority which may be specifically provided in this ordinance, the Director may exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this ordinance. The Director of Planning may appoint and fix the duties of such officers, agents and employees as the Director deems necessary to carry out the purposes of this ordinance and may delegate any of the aforementioned functions or powers to another officer, agent and/or employees.

Sec. 7-10. Minimum exterior standards.

- (a) *General.* The exterior of a building, including any exterior lighting mounted on the building, shall be maintained in a structurally sound and sanitary condition.
- (b) *Foundations.* Every foundation shall be reasonably weather-tight and in good repair. The foundation elements shall adequately support the building at all points. All foundation walls shall be maintained so as to carry the safe design and operating dead and live loads.
- (c) *Roofs.* The roof shall be sufficiently weathertight, without loose shingles, missing or unsecured roofing materials.
- (d) *Stairs, porches, railings and decks.* No porch, stairway, railing or deck shall have rotting, loose or deteriorating supports. All stairs, porches, handrails and decks shall be maintained in such a manner as to be capable of supporting the load for which it was intended.
- (e) *Windows, doors, screens and garage doors.* Every window, screen, and door shall fit reasonably tight within its frame and shall be in good repair, operable, capable of being easily opened and held in position by hardware. They shall be substantially tight without cracks, breaks or holes.
- (f) *Hardware and fixtures.* All exterior hardware and fixtures, including decorative fixtures, shall be well anchored and without loose or unsecured elements that pose a safety hazard.
- (g) *Driveways and sidewalks.* Driveways and sidewalks shall be maintained in such a manner as to remain reasonably free of holes, cracks and other signs of deterioration, wide or uneven ridges that may impede the safety of pedestrians.
- (h) *Fences and retaining walls.* Fences and retaining walls shall be anchored firmly and be intact without loose or missing pieces, holes, or breaks in materials that would cause a failure of the fence or retaining wall to support the uses for which it is intended.
- (i) *Accessory buildings, structures or appurtenances.* All accessory buildings or structures, including, but not limited to, tie walls, retaining walls, antennae, towers, etc, shall be subject to all requirements of this article.
- (j) *Structural members.* All supporting structural members of a structure shall be kept in a structurally sound condition, free of deterioration and maintained in such manner as to be capable of safely bearing the dead and live loads imposed upon them.
- (k) *Exterior walls.* Every exterior structural or architectural wall shall be free of holes, breaks, loose or rotting boards or timber, or any other condition which might admit rain

or dampness to the interior portions of the building. All exterior surface materials, including wood, composition or metal siding, shall be maintained in a weatherproofed condition and shall be properly surface coated to prevent deterioration. Where an existing painted wall surface has areas of chipping, peeling, scaling or missing paint equal to or greater than twenty-five (25) percent of the painted area, then such surface shall be repainted, or stripped of all paint and given a water-resistant coating if necessary.

- (l) *Decorative features.* All cornices, moldings, belt courses, corbels, trim, wall facings and similar decorative features, shall be maintained in good repair with proper anchorage and in safe condition.
- (m) *Canopies, marquees, awnings and overhangs.* All canopies, marquees, awnings and any overhead extension shall be maintained in good repair and be properly anchored, shall be protected from the elements and against decay and rust by the periodic application of weathercoating materials such as paint or other protective treatment.
- (n) *Chimneys.* All chimneys, smokestacks, cooling towers and similar appurtenances shall be maintained in a structurally safe and sound condition and in good repair.
- (o) *Basement hatchways.* Every basement or cellar hatchway shall be constructed and maintained in a safe and effective condition to prevent the entrance into the building of rodents, rain or surface drainage.
- (p) *Gutters and downspouts.* Rain gutters and downspouts, or other means of water diversion that are provided to collect/conduct and discharge all water from the roof and shall be anchored securely so as to discharge the water from the roof in the direction and manner intended.

Sec. 7-11. Registering allegations.

DELETED

Sec. 7-12. Right of entry.

- (a) Any authorized officer or agent of the City, pursuant to this article, shall be allowed onto any land within the City limits to investigate violations of this article, provided that such entries shall be made in such a manner as to cause the least possible inconvenience to the persons in possession and said officer shall obtain an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted.
- (b) Any authorized officer or agent of the City pursuant to this article shall be allowed to enter onto any land within the City limits to abate violations of this article.
- (c) It shall be unlawful for any person to interfere with a public officer or agent of the City in performing his or her duties pursuant to this article whether investigating or abating violations.

- (d) Any person who interferes with an officer of the City shall be punished as provided in Section 7-16 of this article.

Sec. 7-13. Notice to abate.

- (a) Whenever it comes to the attention of the City, or the City becomes aware of the existence of a violation, the City shall investigate the violation. If the City's representative discovers a basis for determining that one or more sections of this article have been violated, they shall issue a notice of violation. Said Notice shall be left with any adult person occupying or in possession of such property, whether such person is the owner, renter or lessee thereof, by delivering such warning notice to such person, or if no one is present in the property or refuses to accept the notice, by posting the warning notice on the front, or side or rear entrance to the residence or building.
- (b) The notice provided in subsection (a) shall contain:
- (1) The address or legal description of the property;
 - (2) The ordinance number of the ordinance being violated;
 - (3) The nature of the violation, and the date by which such violation shall be removed or abated;
 - (4) A notice of the penalty for failure to remove or abate the violation, stating that if the violation reoccurs by the same occupier, owner or person in charge, a summons will be issued without further notice.
 - (5) The date that a hearing will be held before the Director of Planning or a designated agent at a place and time fixed not less than ten (10) days or more than thirty (30) days after the service or mailing of said notice.
 - (6) Such notice shall also state that the owner, mortgagee, and the parties in interest shall be given the right to file an answer to the allegations and to appear in person, or otherwise with or without legal counsel, and give testimony at the place and time fixed in the notice. Said notice shall also state that the rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the hearing officer.
- (c) During said hearing, the hearing officer shall have the power and authority to administer oaths and affirmations, examine witnesses, and receive evidence. The rules of evidence utilized by courts in Missouri shall not be controlling in hearings before the public officer.
- (d) If the violation occurs on property where a residence or building is unoccupied, the warning notice may be posted as provided for in subsection (a). If the violation occurs on unimproved property, the warning notice may be posted upon a tree or other object upon the property.
- (e) In addition, a notice in writing containing the same information as provided on the warning notice provided in subsection (b) shall be sent to the last known address of owner of record as identified by the St. Louis County tax records or any other person having control of the property and any mortgage of record, by ordinary mail, postage prepaid.

Sec. 7-14. Orders of hearing officer.

Within thirty (30) days of any hearing held pursuant to Section 7-13 the hearing officer shall issue a written order containing findings of fact and stating the officer's determination. Such order shall be directed to the owner and served in a manner prescribed in Section 7-13 upon the owner and all other persons entitled to notice according to the provisions of Section 7-13(a). If the hearing officer determines that a violation has occurred, the order shall require the repair, alteration or improvement to be made and shall specify a time for the repair, alteration or improvement to be completed so as to correct the violation.

Sec. 7-15. Failure to comply with order.

Once a notice has been given as required by Section 7-13 on a lot or tract of land in or on which a violation has been created or maintained, and after abatement thereof, the same violation recurs in or on the same lot or tract of land by the same person or persons responsible therefore, within one year of the abatement no further Notice as set forth in Section 7-13 need be given. Thereafter, such responsible person or persons may be summoned into municipal court to answer to the charges against him/her. In addition to the court costs normally assessed in all such cases, there shall be added thereto all costs incurred by the City in abating the violation, as set out in Sections 7-13 and 7-14.

Sec. 7-16. Summons.

Upon neglect or failure to act upon the order of the hearing officer, the City shall issue a summons as follows:

- (1) *Summons, service of.* If a notice is given as provided in Section 7-13, and if after the time for removal or abatement has lapsed, the property is reinspected and the inspecting officer finds and determines that the violation has not been removed or abated, the inspecting officer shall fill out and sign as the complainant a complaint and information form, hereinafter referred to as a summons, directed to the same individuals as set forth in Section 7-13 and delivered in the same manner as set forth in Section 7-13 and specifying the section of the article which is being violated and setting forth in general the nature of the violation. The summons shall contain a date on which the case will be on the municipal court docket for hearing. The City Prosecuting Attorney or Assistant City Prosecuting Attorney will review and approve the Summons and then shall sign the original copy of all such summons, and the original thereof shall be forwarded to the Clerk of the Municipal Court for inclusion on the court's docket for the date shown on the summons.
- (2) *Abatement by City: costs assessed to person responsible.* If the condition violating this article is not corrected, after the occupant, owner or person in charge of property for which a warning notice has been given to remove or abate a violation, fails to remove or abate the violation in the time specified in the notice, whether residential or non-residential, then the City may remove the same and thereby abate the violation, and, if necessary, may lawfully enter upon the property on which the violation remains unabated to remove or abate such violation at the costs of the person or persons responsible for creating or maintaining the violation, or by any persons as defined in Section 7-8.

- (3) *Payment of costs: special tax bill or judgment.* City in removing or abating any violation on any residential or non-residential property may be assessed against the property in the form of a special tax bill, which special tax bill shall become a lien on the property. Alternatively, the cost of removing or abating the violation, may be made a part of the judgment by the municipal judge, in addition to any other penalties and costs imposed, if the person charged either pleads guilty or is found guilty of causing, creating or maintaining a violation on residential or non-residential property.
- (4) *Warning notice, first offense.* In all cases where the violation on residential or non-residential property is the first offense of the specified article violation for the persons charged therewith, the notice provisions of Section 7-13 shall be observed.
- (5) *Warning notice, subsequent offenses.* In all cases where the violation on residential or nonresidential property is a repeat or continued offense on such property, the notice provisions of Section 7-13 need not be observed.

Sec. 7-17. through Sec. 7-20. (Reserved)

AN ORDINANCE AMENDING CHAPTERS 7 AND 25 OF THE CHESTERFIELD CITY CODE, REMOVING THE REQUIREMENT FOR INDIVIDUALS TO PROVIDE THEIR NAME AND ADDRESS AS A CONDITION FOR FILING AN ALLEGATION OF A CODE VIOLATION.

WHEREAS, The City of Chesterfield desires to ensure a consistent and uniform application of the City Codes; and

WHEREAS, Chapter 25, Article II Solid Waste, Section 25-28 Placement of waste containers, tree waste and firewood, sub-paragraph (d) requires any person desiring to register an allegation regarding any structure or land, which may be in violation of this section, to state his or her name and address which shall be placed on record with the city as a condition precedent to the filing of an allegation. No anonymous allegations shall be accepted or recorded by the City; and

WHEREAS, Chapter 7 Building and Building Regulations, Article II Minimum Standards of Maintenance, Section 7-11 Registering Allegations requires any person desiring to register an allegation regarding any structure or land which may be in violation be required to state his or her name and address which shall be placed on record with the city as a condition precedent to the filing of an allegation. No anonymous allegations shall be accepted or recorded by the City; and

WHEREAS, The City Council of the City of Chesterfield desires to amend the City to provide for the receipt of anonymous property maintenance concerns; and

WHEREAS, The Public Health and Safety Committee has considered these changes and unanimously recommended removal of the current code requirements for a person to register their name and address as a condition of filling an allegation; and

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

Section 1.

Chapter 25, Article II Solid Waste, Section 25-28 Placement of waste containers, tree waste and firewood, sub-paragraph (d) is hereby deleted in its entirety.

(To be deleted) 25-II-28 (d). Any person desiring to register an allegation regarding any structure or land, which may be in violation of this Section, shall be required to state his or her name and address which shall be placed on record with the City as a condition precedent to the filing of an allegation. No anonymous

allegations shall be accepted or recorded by the City. All allegations must state specifically the violation or violations being reported.

Section 2.

All other sections and provisions of Chapter 25 are unchanged.

Section 3.

Chapter 7, Building and Building Regulations, Article II Minimum Standards of Maintenance, Section 7-11 Registering allegations

(To be deleted) 25-II-7-11. Any person desiring to register an allegation regarding any structure or land which may be in violation of this ordinance, shall be required to state his or her name and address which shall be placed on record with the City as a condition precedent to the filing of an allegation. No anonymous allegations shall be accepted or recorded by the City. All allegations must state specifically the violation or violations being reported.

Section 4.

All other sections and provisions of Chapter 7 are unchanged.

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

Passed and approved by the City Council of the City of Chesterfield, Missouri this _____ day of _____, 2020.

Presiding Officer

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD 1/6/2020

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

Surety Deposit Requirements – Appeal by Travelers Casualty and Surety Company of America

Per the terms of Ordinance #2924, Staff has refused to accept financial sureties issued by the Travelers Casualty and Surety Company of America. Accordingly, Travelers has submitted an appeal as permitted under Ordinance 2924. Staff is requesting that a hearing date be established for February 19th, 2020 at 5:30 p.m.

Bid Recommendation – Soda Exclusivity

The City's contract for exclusivity of vending products at the City's parks facilities expired at the end of 2019. Although the contract provided for annual renewals, one of the more significant marketing programs included in the current contract with Pepsi, the "Truck Back for Marketing" was discontinued. Accordingly, staff solicited proposals for product Exclusivity. This proposed agreement included an initial three-year exclusivity arrangement with the option to extend for up to two additional calendar year periods. Although the proposals are very similar financially, the Pepsi proposal provided additional marketing and event support over and above the competitor's proposal. Staff recommends acceptance of the Pepsi proposal, as being the most advantageous to the City.

If you have any questions or require additional information, please contact me prior to Monday's meeting.

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: January 6, 2020

RE: **Surety Deposit Requirements – Appeal by Travelers Casualty and Surety Company of America**

Summary

City of Chesterfield Ordinance 2924 was approved on November 21, 2016 and states that:

The City shall not permit or accept the posting of any bond issued or proposed to be issued by a surety or an affiliate of a surety which has, in the preceding ten (10) years, refused to pay upon formal demand all or part of a claim of the City on any other surety bond. Any individual, corporation or property owner aggrieved by this Section may appeal to the City Council to request the City to accept the posting of such bond. The City Council may consider whether the refusal to pay resulted in litigation, mediation or arbitration of the claim, whether the claim was wholly or partially determined in favor of the City, whether the prior refusal to pay was settled between the City and surety or any other hardship evidence presented by the individual, corporation or property owner. In no instance shall a bond be accepted from a surety while in litigation, mediation or arbitration with the City.

Travelers Casualty and Surety Company of America has submitted an appeal as permitted in the above-mentioned ordinance. In order to facilitate the appeal process, Staff is requesting that a hearing date be established for February 19th, 2020 at 5:30 p.m. Prior to hearing, staff will present rules for the appeal process to be approved by the City Council.

To be included in the 1/6/2020 Council packet, under the City Administrator's report.

A handwritten signature in black ink, appearing to read 'M. Geisel', is written over the text 'report.'.

Memorandum

To: Mike Geisel, City Administrator
From: Tom McCarthy 
Director of Parks, Recreation & Arts
Date: 12/30/2019
Re: Soda Exclusivity Information



There are several differences in the contract between Pepsi and Coke.

The big difference is the marketing dollars where Coke is giving no dollars and Pepsi is giving us \$3,000 for adds and another \$1,000 for point of sale items we can use throughout the year for event-based programs and facilities. We usually acquire pop up tents, sandwich boards and table umbrellas which are items we would traditionally have to budget for without these Pepsi funds. Pepsi also has a rewards program we generate about \$1,000 dollars in gift cards per year which we use for are seasonal employee incentive work program.

Based on the amount of cases of water, soda and sports drinks we purchase Pepsi is \$605.67 cheaper than coke on the overall cost of product.

Total cases purchased in 2019 from Pepsi with rebate prices

Water	1,215 Cases x (\$2.02 less than Coke)	\$2,454.30
Soda	1,022 Cases x (\$.93 more than Coke)	\$ -950.46
Sports drink	987 Cases x (\$.91 more than Coke)	\$ -898.17

Pepsi would save us \$605.67 if we purchase the same amount of product in 2020 based on the quantities and cost of the product verse going with Coke.

The Pepsi contract has a better benefit for the Parks, Recreation and Arts Department right at about \$5,605.67.

MEMORANDUM

Date/ December 13, 2019

To/ Mike Geisel, City Administrator

From/ Kari Johnson, Superintendent of Recreation

Subject/ Soda Exclusivity



As you are aware, the City's contract with Pepsi for the exclusivity of vending their products at the Family Aquatic Center, the Chesterfield Valley Athletic Complex and Chesterfield Amphitheater expired at the end of the 2019 Calendar year with options to renew. Staff was informed that a big piece of the Pepsi program, Truck Back for Marketing, is not available any longer. We decided to then go out to receive proposals.

The proposal consisted of: 1) Exclusivity Consideration – Successful contractor will pay the City an Annual consideration for the right to provide an exclusive product line; 2) Marketing and Advertising – Successful contractor will work with the City to develop a successful marketing and advertising support for facilities and programs; 3) Product Line/Rebates – Successful contractor shall provide a full line and variety of products, which the City shall receive a rebate from the concessionaire's price for each item; and 4) Equipment – Successful contractor shall provide free of charge, all equipment, service, repairs, and replacement.

Proposals from both Coca Cola and Pepsi Americas were submitted. Staff had a meeting with each Company to allow them time to discuss their proposal in greater detail. Through this process, it was determined that Pepsi Americas proposal would provide the best benefit to the City.

	Pepsi Americas	Coca Cola
Exclusivity	\$20,000	\$20,000
Exclusivity Volume	\$4,500	4,564
Rebate	2.75 per case	NA
Marketing Dollars	\$3,000	NA
POS Funding	\$1,000	NA
Percentage Increase	4%	4%
Case Donation	100 per year	100 per year
Reward Program	Yes	No

Product Per Case Amount	Pepsi Americas	With Pepsi Rebate	Coca Cola
Water	\$13.76	\$11.01	\$13.03
Soda	\$27.68	\$24.93	\$24.00
Sport Drink	\$26.62	\$23.87	\$22.96

Soda Exclusivity (continued)

Recommendation

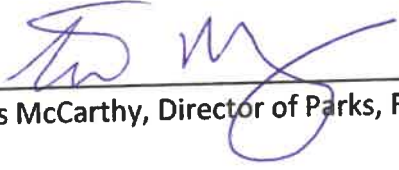
As outlined in the Matrix above, Pepsi Americas proposal exceeds the Coca Cola proposal in what they are to provide us guaranteed annual sponsorship payment in the amount of \$20,000/year based upon 4,500 cases sold. A \$2.75 per case rebate shall be provided to us at the end of the year. We will also be enrolled in the Rewards Plus program as a Platinum member which would allow for us to earn points towards merchandise, gift cards towards merchandise, etc. Pepsi will give 100 cases of free product for the use of programs and events and \$1,000 in merchandise support (banners, pop up tents, umbrellas, etc.). They have included in the proposal \$3,000 digital marketing fund for each year of the contract which is able to use through their marketing firm.

Attached is the breakdown of all proposals for visual comparison.

I would like to recommend that the City Council accept the proposal submitted by Pepsi Americas for the 2020-2022 seasons.

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

Concurrence:


Thomas McCarthy, Director of Parks, Recreation and Arts

SODA EXCLUSIVITY CONTRACT

This Contract (the "CONTRACT") is by and between the City of Chesterfield, Missouri, with offices at 690 Chesterfield Parkway West, Chesterfield MO. 63017 and at 17891 North Outer 40 Chesterfield, MO. 63005, hereafter referred to as "City" and Bottling Group, LLC, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company with offices at One Union 70 Center Drive, St. Louis, MO. 63120., hereinafter referred to as "Contractor" or "Pepsi".

The City has selected Contractor to perform beverage services for the exclusive supplier of all beverages (as defined in Exhibit A) sold at the facilities for the entire term of the Contract.

City and Contractor hereby mutually agree as follows:

ARTICLE 1- SCOPE OF SERVICES

The Contract shall include Chesterfield Central Park, Chesterfield Valley Athletic Complex, Chesterfield Park Administration and Maintenance Facility, Street Department and the Chesterfield Amphitheater (the "Facilities") shall consist of Exclusivity Consideration, Marketing/Promotions, Beverages, Products, Equipment and other Incentive as specified and/or implied by the specifications as outlined herein.

Contractor agrees to perform all those services described herein and in EXHIBIT A, attached hereto, and made a part hereof, in accordance with the terms and conditions stated therein.

ARTICLE 2 – TIME OF COMPLETION –TERM

All time limits stated in the Contract Documents are of the essence. The work to be performed under the Contract shall begin within ten (10) days of the date of the written notice to proceed from the City to the Contractor and end December 31, 2022. The term of the Agreement shall be for a period of three (3) years from January 1, 2020 to December 31, 2022 (the "Initial Term"). After the initial term of three (3) years, at the City's discretion, this Agreement may be extended for no more than two (2) additional twelve (12) month periods (each a "Renewal Term", collectively with the Initial Term, the "Term") no later than thirty (30) day prior to the Agreement termination date, under mutually agreeable terms. Each calendar year during the Term is herein defined as a "Year".

ARTICLE 3 – CONTRACT SUM AND PAYMENT

- A. **Annual Sponsorship Funds.** Contractor agrees to pay annual sponsorship funds, as and for the Exclusivity Consideration, to the City on an annual basis for the entire Term. This Annual payment of Twenty Thousand Dollars (\$20,000) shall be paid by Pepsi within (60) sixty days following the signing of this Agreement by both parties, with respect to Year 1 of the Term, and with (60) sixty days following commencement of each Year

thereafter until the end of the Term ("Annual Sponsorship Funds"). The Annual Sponsorship Funds will be earned (based on 4,500 cases sold) by the City during the Year in which they are paid.

- B. **Case Rebates.** Contractor agrees to pay to the City two dollars and seventy-five cents (\$2.75) per case on all 24-count Cases of 20oz carbonated soft drinks, Aquafina and Gatorade/G2, and 18.5 oz., Pure Leaf Tea Drinks, and 12oz/16oz., Mountain Dew Kickstart, and 700 ML and 1 liter of Life water purchased by the City from Contractor for the Facilities ("Case Rebates"). The Case Rebates will be paid to the City annually within (60) sixty days following the end of each Year during the Term (based on 4,500 cases sold).
- C. The City of Chesterfield would be enrolled as a Platinum member in Pepsi Rewards plus program. The program allows the City of Chesterfield to earn points on qualifying purchases. These points shall be redeemed for free product, merchandise, etc.
- D. Contractor agrees to enroll the City of Chesterfield into a \$3,000.00 Digital Marketing fund each year for the entirety of the contract including but not limited to the 2 option years.
- E. **Each Year throughout the Term,** Contractor agrees to provide the City with merchandise support with a value not to exceed one thousand dollars (\$1,000.00) annually to be used and spent by Pepsi for banners, clocks, umbrellas, etc. ("Merchandise Support"). Any unused Merchandise Support in a given Year will not carry forward to the subsequent Year and is not redeemable for cash.
- F. **Each Year throughout the Term,** upon request from Customer, Pepsi will provide annual Product donations of up to a total of 100 cases per year of 16.9 oz., 24pack of water and 12oz., 12pk of cans of carbonated soft drinks (flavors to be determined by the City) to be used by the City across the Facilities; provided, however, that the City will administer all requests through a central contact so that the City may prioritize the requests. The City acknowledges and agrees that donated Product requests not used/made in any Year shall not be carried over to the subsequent Year.
- G. Contractor will also be providing refrigeration equipment as needed and be providing maintenance and upkeep of the equipment during the length of the contract and will have a 4% price cap per year.

H. The 2020 price per case shall be as follows:

Product	Size/Type	Quantity	Unit Price/cs	Rebate/cs
Aquafina	20oz	24ct	\$ 12.25	\$ 2.75
Diet Pepsi	20oz	24ct	\$ 24.62	\$ 2.75
Gatorade	20oz	24ct	\$ 23.68	\$ 2.75
G2 Gatorade	20oz	24ct	\$ 23.68	\$ 2.75
Mountain Dew	20oz	24ct	\$ 24.62	\$ 2.75
Diet Dew	20oz	24ct	\$ 24.62	\$ 2.75
Pepsi	20oz	24ct	\$ 24.62	\$ 2.75
Mist Twist	20oz	24ct	\$ 24.62	\$ 2.75
Lipton Sweet	18.5oz	12ct	\$ 16.77	\$ 2.75
Lipton Unsweet	18.5oz	12ct	\$ 16.77	\$ 2.75
Kickstart	16oz	12ct	\$ 12.31	\$ 2.75
Naked premium Juice	15.2oz			\$ 2.75

ARTICLE 4 – EXCLUSIVE CONTRACT AND TERMINATION OF CONTRACT BY CITY

The City has awarded this exclusive Contract to the Contractor for the right to provide beverages, products and related equipment (including glass front vending machines to all office locations) as outlined in the RFP Documents for the Chesterfield Valley Athletic Complex, Chesterfield Family Aquatic Center, Chesterfield Amphitheater and the Chesterfield Administrative/Maintenance Buildings.

The Contract is valid for the years 2020, 2021 and 2022 only, with the City's option to cancel the automatic renewal for the years 2023 and 2024, under the same terms and conditions.

This Contract shall be subject to termination by the City in the event of sale or destruction of the facilities or **either party may terminate this Agreement if the other commits a material breach of this Agreement; provided, however, that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within (30) thirty days of such notice.**

Remedies. If Pepsi terminates this Agreement as a result of default by the City, or if the City terminates this Agreement other than due to Pepsi's failure to cure a breach hereof, then the City will surrender to Pepsi all Equipment provided by Pepsi and shall forfeit all funding not paid as of the date of termination. In addition, Pepsi shall have the right to immediately seek reimbursement from the City for the following.

An amount reflecting reimbursement for all funding previously advanced by Pepsi but not earned by the Customer pursuant to the terms of this Agreement. With regard to the Annual Sponsorship Funds, the amount of such reimbursement shall be determined by multiplying Annual Sponsorship Funds by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is 12 (twelve);

If this Agreement is terminated before its expiration date by either party for cause, then the terminating party may pursue any and all remedies to which it may be entitled at law and under equity.

In the event that there is a need for either party to seek legal action, each party shall pay its own attorney fees.

ARTICLE 5 – SUBCONTRACTING

Sub – contractor is a person or organization who has a direct or indirect contract with a Subcontractor to perform any of the work. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

Nothing contained in the Contract Documents shall create any contractual relation between the City and any Subcontractor or Sub-subcontractor.

AWARD OF SUBCONTRACTORS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Unless otherwise specified in the Contract Documents or in the Instructions to Contractor, the Contractor, shall indicate on his RFP, for acceptance by the City, as list of the names of the Subcontractors, if any, proposed for the principle portions of the work. The City shall notify the Contractor in writing prior to execution of the Agreement if the City objects to any Subcontractor on such list. Failure of the City to make objection promptly to any Subcontractor on the list shall constitute acceptance of Such Subcontractor. The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design) proposed for portions of the work designated in the Contract Documents on in the Instructions to Bidders or, if none is so designated, with any Subcontractor proposed for the principle portions of the Work, who has been rejected by the City.

If the City refuses to accept any Subcontractor or person or organization on a list submitted by the Contractor in response to the requirements of the Contract Documents, the Contractor shall submit an acceptable substitute.

If the City requires a change of any proposed Subcontractor or person or organization previously accepted by the City, the Contract Sum shall be increased or decreased by the

difference in cost occasioned by such change and an appropriate Change Order shall be issued. The Contractor shall not make any substitution for any Subcontractor or person or organization that has been accepted by City, unless the substitution is acceptable to City.

ARTICLE 6 – RESPONSIBILITY OF CONTRACTOR

The contractor shall furnish all products, beverages, equipment, marketing and other incentives as set forth and specified in the Contract, Exhibit A, and RFP Documents.

ARTICLE 7 – INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain in full force and affect the following insurance coverage with an insurance carrier **with an AM Best Rating A – VII or better.**

The policy shall **include** contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors, if any, shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

- (a) Worker’s Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employer’s Liability coverage in the amount of \$300,000.

- (b) **Commercial General Liability and Bodily Injury**

Including Death: \$350,000 each person
 \$2,500,000 each occurrence

Property Damage: \$2,500,000 each occurrence
 \$2,500,000 aggregate

- (c) **Business Automobile Liability, Bodily Injury**

Including Death: \$350,000 each person
 \$2,500,000 each occurrence

Property Damage: \$2,500,000 each accident

Certificates evidencing such insurance shall be furnished to the City prior to Contractor commencing the work on this project. The certificates must state the City of Chesterfield is an additional insured with respect to general liability and auto liability.

ARTICLE 8 – INDEMNIFICATION

The Contractor and his SUBCONTRACTORS, if any, 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 CONTRACTOR their respective agents, employees or contractors arising out of the WORK of this CONTRACT **to the extent not caused by the City's negligence or willful misconduct.**

ARTICLE 9 - OWNERSHIP OF DOCUMENTS

All original documents (**except this Agreement**), studies, graphic material, drawings, photographs, or plans, including those on electronic media, (Documents) prepared by the Contractor, pertaining to the project, shall be deemed the property of the CITY and shall be delivered to the CITY at the time of termination of this contract and the CITY shall be entitled to physical possession of said DOCUMENTS whether complete or in progress.

ARTICLE 10 – 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; **however, the parties will have first discussed in good faith a solution with respect to the proper performance of the work performed under this Agreement.**

ARTICLE 11 – CITY OF REPRESENTATIVE

For purposes of this Contract, the City Representative will be the Superintendent of Recreation Operations. The Parks and Recreation Director, in his sole discretion, may designate another City Representative from time to time. In such event, Contractor shall be notified by the City, in writing.

ARTICLE 12 – 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 13 - CONFLICTS

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

ARTICLE 14 – 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 Contractor this _____ day of _____ 2019.

Executed by the City this _____ day of _____ 2019.

The Contractor shall furnish all products, beverages, equipment, marketing and other incentives as set forth and specified in the Contract and Bid Documents.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written.

City of Chesterfield

(Seal)

By _____
Michael Geisel, City Administrator

ATTEST:

Vickie McGownd, City Clerk

Bottling Group, LLC

By _____

(SEAL)

Name: _____
Title: _____

Date: _____

ATTEST:

Title

EXHIBIT A
TECHNICAL SPECIFICATIONS
PART 1
GENERAL PROVISIONS

GENERAL

The Specifications are minimum requirements. Where differences in various services create variations to these requirements, it is the responsibility of each contractor to state in the RFP Form any variations whether the specifications have been met or exceeded. These specifications are in no way meant to limit any contractor in offering services as desired. The Specifications are considered ideal. If no variation(s) is listed, it will be considered that all specifications have been met as stated. Failure by the successful contractor to perform as stated in the RFP shall be reason for immediate termination of the agreement and the City of Chesterfield expressly reserves the right to waive minor or slight irregularities in an RFP which in the City's judgement are in the best interest of the public and do not provide a material advantage to the contractor over all other contractors.

BACKGROUND

The selected Vendor will provide the City with a contract for a three-year period with the City's option for an additional two years. Exclusivity of a product line will only be offered by the City to a soft drink supplier offering an exemplary package of product price, machinery/equipment, marketing support and services. If in the City's sole opinion, no proposal offers a package worthy of exclusivity rights, the City reserves the right to reject all proposals and to offer all product lines to its facility guests as the City deems appropriate.

SUBMISSION REQUIREMENTS

To simplify the review process and to obtain the maximum degree of comparability, the RFP must follow all specifications herein and contractors are encouraged to include additional relevant information.

INCURING COSTS

This Request for Contracts does not commit the City of Chesterfield to award a contract or to pay for any costs incurred by the successful or unsuccessful companies in the preparation of an RFP.

PART 2

FACILITIES

CHESTERFIELD FAMILY AQUATIC CENTER

The Family Aquatic Center is located at 16365 Lydia Hill Drive. The Family Aquatic Center currently consists of a leisure pool, 3 slides, a lazy river, a splash playground and a competition pool. Anticipated use levels of the facility will be 40,000 – 50,000 people per pool year (Memorial Day through Labor Day). The Facility currently has one concession stand that can serve both patrons inside and outside of the pool.

CHESTERFIELD VALLEY ATHLETIC COMPLEX

The Chesterfield Valley Athletic Complex (CVAC) is a 176 acre complex in the Valley consists, 18 ball diamonds, 14 multi-purpose fields (*soccer, football, lacrosse and Ultimate Frisbee*), 10 practice baseball/softball practice fields, four concession buildings, two playgrounds and four parking lots. Catch 22 Miracle Field is a baseball field for children with disabilities in Chesterfield. Anticipated use levels at the facility will be at 1.3 million plus per year (March 1st through November 19th).

Chesterfield City Hall

The Chesterfield City Hall is the main hub of the Chesterfield Government. It hosts the departments of planning, financing, police, court and additional assistance. All city residents use this as a point of receiving bids, signing up for programs, pool passes and having all their questions answered.

Chesterfield Amphitheater

The Chesterfield Amphitheater can host a variety of theatrical, musical, educational, corporate events and is perfect for hosting a wedding. With 304 fixed seats and the ability to hold around 4,000 overall, as well as the 4,200 square foot performance platform, the Amphitheater is equipped to host large or small events.

PART 3

SCOPE OF SERVICES

DEFINITIONS

“City” shall mean the City of Chesterfield.

“Bottler” shall mean Contractor.

“Concessionaire” shall mean “City of Chesterfield”.

“Beverages” shall mean all carbonated and noncarbonated nonalcoholic beverages, including but not limited to carbonated soft drinks; mixers; **bottled water**; fruit juices; fruit juice – containing or flavored drinks; isotonic energy and fluid replacement drinks; tea and all drink or

beverages bases, whether in the form of syrup, powders, crystals, concentrates or otherwise, from which such drinks and beverages are made.

“Products” shall mean all Beverages sold or marketed by the Bottler.

“Competitive Products” shall mean all the Beverages, which are not Products.

“Facilities” shall mean and include the entire premises of the herein above mentioned facilities, specifically Chesterfield Central Park, Chesterfield Valley Athletic Complex and Chesterfield Administration/Maintenance Building.

“Equipment” shall mean and include all equipment necessary associated with the dispensing and vending of Products and Beverages.

“Contractor” shall mean Pepsi-Cola General Bottlers, INC.

“Unit Price” shall mean the price per individual unit per the life of the contract (2020-2022).

“Total Cost” shall mean the quantity (case/box) multiplied by the unit price, and shall be valid for the life of the contract (2020-2022).

“Approximate Quantities Purchased” shall be the approximate amount of Product that the City/Concessionaire could purchase on an annual basis. These are only approximate quantities, and shall be used for bidding purposes only. The City/Concessionaire will not guarantee the actual quantities purchased.

TERM

The term of the Agreement is defined in Article 2 of the Contract

MARKETING/ADVERTISING SUPPORT

Marketing/Advertising support is an important aspect to the success of facilities and programs. Therefore, the successful respondent will work with the City to develop a successful marketing/advertising support program. This shall include program sponsorships, tournament sponsorships, radio tags, TV, print advertisements; banners; packaging vessels; promotional materials and point of sale materials for Products and may be in connection with the marks and logos. Promotional and/or Marketing/Advertising support will be included in the total value of consideration in the proposal.

EXCLUSIVITY

Vendor will have exclusive rights for all Beverages (Excluding juice and coffee) sold at Facilities for the entire term of Agreement. No competitive Products or Beverages may be sold, dispensed, sampled, and served by the City in or on the Facilities.

City shall have the exclusive right to purchase all Products for the City facilities directly from the Vendor at the prices, which are set forth on the proposal.

Products such as cups and straws are excluded from this exclusivity.

City shall have exclusive vending rights at all Facilities. Vendor agrees that the City shall have the right to place three (3) Beverage vending machines in locations as determined by the City at the Facilities as follows:

<u>Location</u>	<u>Minimum</u>	<u>Description</u>
Parks Maintenance Facility	1	20 oz. Soda/Sports Drink
City Hall	1	20 oz. Soda/Sports Drink
Public Works Dept.	1	20 oz. Soda/Sports Drink

Additional vending machines may only be placed with written approval of the Director of Parks, Recreation and Arts. The 1 City Hall location and Public Works Dept., will need the updated and new front glass vending machines.

EQUIPMENT

Vendor shall offer to the City, free of charge, vending and/or dispensing equipment reasonably necessary to dispense vendor's products at the designated City Facilities. All vending equipment shall be new equipment, equipped with dollar bill changers and credit card swipe machines.

Vendor shall provide four (4) Visual two (2) door coolers and four (4) visual single door counter top coolers for the Chesterfield Valley Athletic Complex, and two (2) Counter Top Visual one (1) door cooler and one (1) visual two (2) door cooler for the Aquatic Center and one (1) Visual two (2) door coolers for the Chesterfield Amphitheater.

Vendor shall provide free service, repairs and replacement of all Equipment, which shall be made in a timely fashion so as to allow for continuous service at all times that the facilities are open.

Vendor shall provide new equipment, deliver, install, and ensure that all equipment is in place, in proper working order on or before the following dates:

a) Chesterfield Valley Athletic Complex – 3:00 P.M., February 24, 2020

b) Chesterfield Amphitheater – 3:00 P.M., February 24, 2020

c) Chesterfield Family Aquatic Center – 3:00 P.M., April 6, 2020

d) City Hall – 3:00P.M, February 24, 2020

e) Parks Maintenance Facility - 3:00P.M, February 24, 2020

f) Public Works Maintenance Facility - 2:00P.M, February 24, 2020

Equipment shall be maintained in good working condition at each facility for the duration of this agreement and while each facility is in operation.

DELIVERY/PURCHASING

The City of Chesterfield does not have a central warehouse. Each facility identified in this request for proposals is considered a separate location. Deliveries for the first order of the year must take place at each location of operation (five (5) total concession stands and one (1) walk in cooler). Each order after that will be delivered to the walk in cooler. Delivery schedule must be coordinated and scheduled with the Department of Parks, Recreation and Arts with at least a **20 minute** phone call before delivery is made. We require delivery to be made two (2) times per week (Tuesday and Friday for delivery for the entirety of the contract).

Placing orders, Purchasing and payment for products and services from Vendor is the responsibility of the City under Net 30 Terms.

NOTICES/ADDITIONAL INFORMATION

All notices and questions regarding the Soda Exclusivity Contract should be directed in writing to:

Kari Johnson
Superintendent of Recreation
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017
(636) 812-9504



111519 MWR BV
9628999 Chesterfield City Hall
690 Chesterfield Pkwy W
Chesterfield, MO 63017

November 1, 2019

Dear Valued Foodservice Customer,

As leaders of our industry, we remain committed to providing the highest quality products, unequalled service, constant innovation, world-class marketing and consistent consumer value. We believe that these are the key drivers of long-term profitable category growth. Balanced and consistent marketplace pricing actions are the key enabler of these investments.

Many different factors are considered when evaluating pricing decisions – including macro-trends, competition, commodity prices and strategic investments. No single factor determines pricing actions. However, our commodity and operating environment continues to exceed inflation expectations, impacting raw material input costs and our cost to serve.

This letter is to inform you that PepsiCo North America Beverages will be implementing broad marketplace price actions to offset a portion of these additional pressures. Effective on or after January 1, 2020, PepsiCo North America Beverages intends to take a minimum of 4.5% pricing on our portfolio, unless your contract states otherwise. Your account representative may provide you with additional details within the next few weeks.

While we recognize that price increases can be challenging for our customers, these price moves will enable us to continue our investments in growing your business through world class marketing, providing the highest quality products, and exciting brand and packaging innovations. This balanced approach will drive overall category health and support a balance between volume, value and revenue growth.

As always, thank you in advance for your continued support.

Sincerely,

A handwritten signature in black ink, appearing to read "Anna Bathrick".

Anna Bathrick
Vice President, Central Division Foodservice



PEPSICO

foodservice 

PEPSICO FOODSERVICE ADVANTAGE



PepsiCo Overview

PepsiCo Portfolio

Service and Start Up

Compelling Financials



PEPSICO CORPORATE OVERVIEW



PEPSICO

foodservice 

PEPSICO IS A GLOBAL BUSINESS WITH SCALE ACROSS EXECUTION, BRANDS & PEOPLE

GLOBAL BEVERAGES



GLOBAL SNACKS



GLOBAL NUTRITION



PERFORMANCE



More than
\$63 billion
revenue

BRANDS



22
billion-dollar
brands

SCALE



>200 countries
& territories

PEOPLE



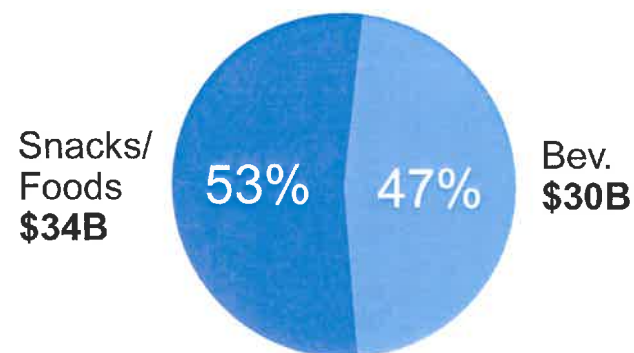
More than
263,000
employees

OUR PORTFOLIO IS WELL BALANCED ACROSS FOOD/BEVERAGE & GEOGRAPHY

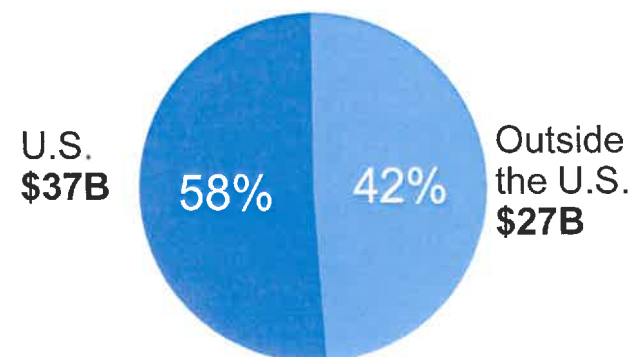


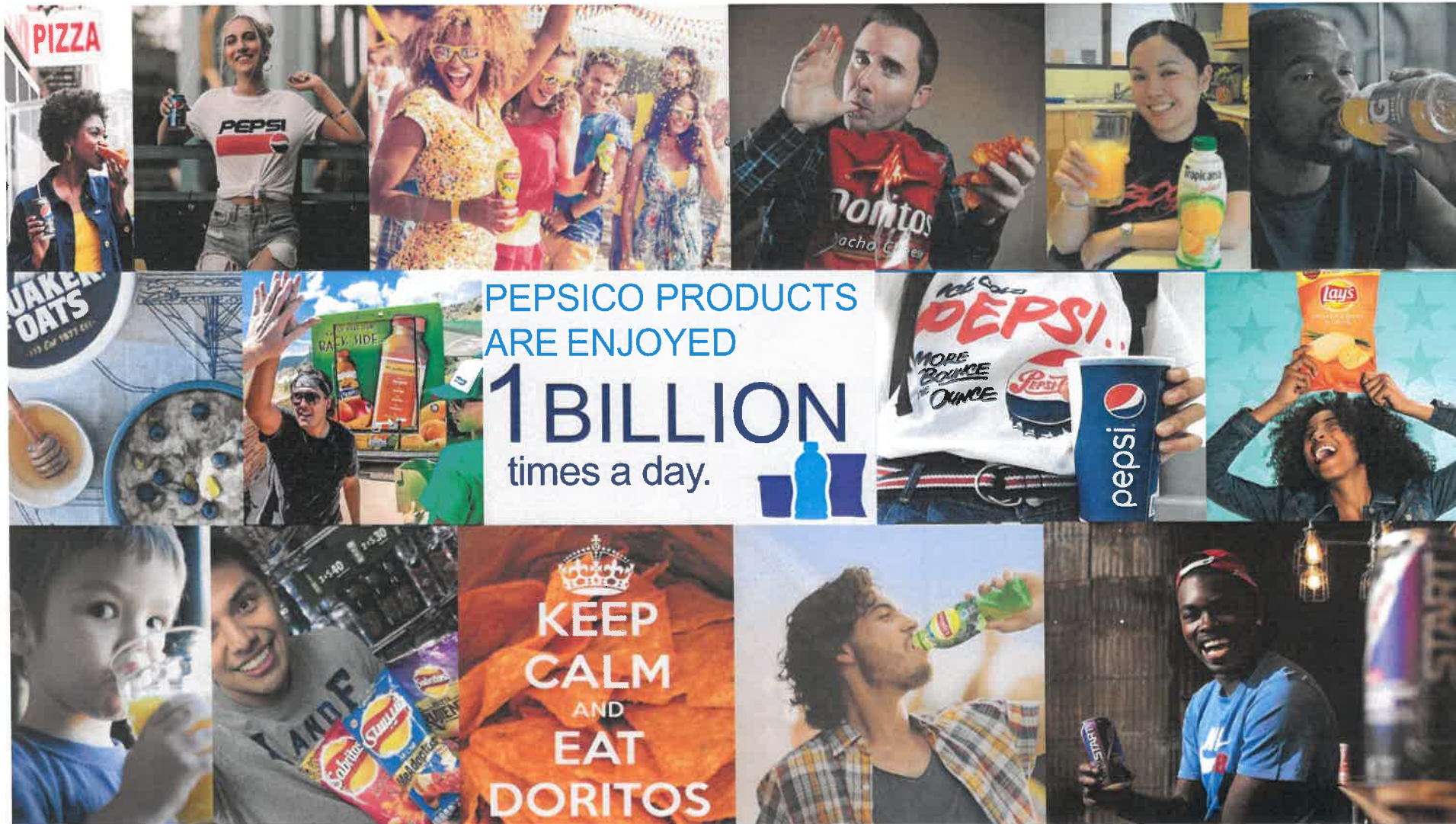
PepsiCo Annual Report 2017

Food & Bev Net Revenue



Global Net Revenue





PEPSICO PRODUCTS
ARE ENJOYED
1 BILLION
times a day.

KEEP
CALM
AND
EAT
DORITOS



PEPSICO ADVANTAGE & PORTFOLIO SET UP



PEPSICO

foodservice 

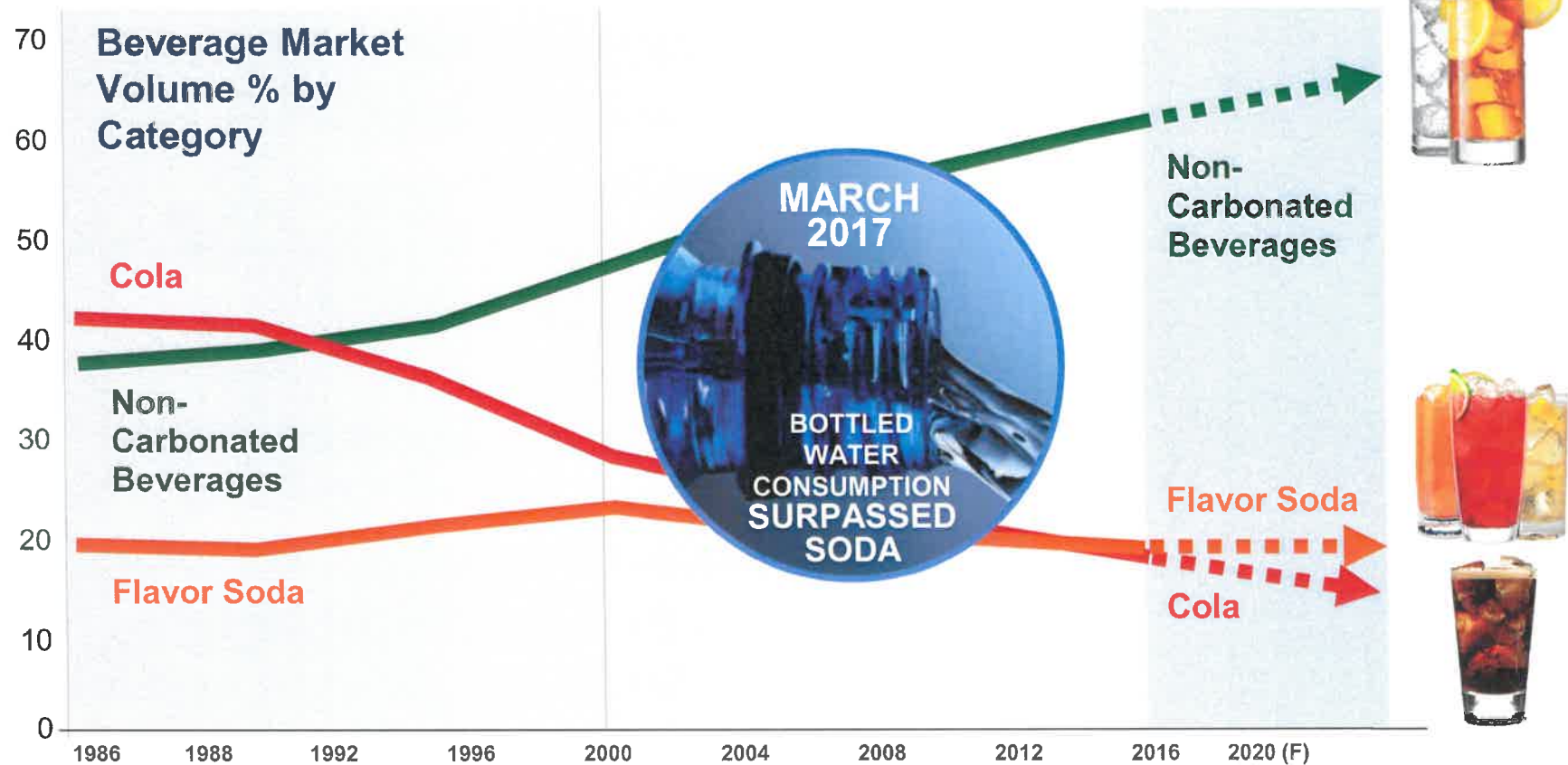
WE ARE THE LARGEST FOOD & BEVERAGE COMPANY WITH CATEGORY LEADERSHIP

BEVERAGE
ADVANTAGE

FOODS
LEADERSHIP



WE'RE WITNESSING A BROAD SHIFT IN CONSUMPTION FROM COLAS TO NON CARBONATED BEVERAGES



Source: IRI Syndicated data from 1986-2018; PepsiCo LRB Regression Model 2018

WE ARE MANIACALLY FOCUSED ON DRIVING OUR CORE...



TO AN UNRIVALED NON-CARBONATED PORTFOLIO THAT DRIVES TRANSFORMATIONAL GROWTH



Source: IRI Syndicated data L52 weeks ending 11/18/18.

AND AN INNOVATION AGENDA THAT WILL CONTINUE TO DRIVE GROWTH & REFRESH OUR PORTFOLIO



THE PEPSICO PORTFOLIO IS ADVANTAGED

IN MEASURED CHANNELS
IN INCIDENCE

IT'S NOT ABOUT PREFERENCE

IT'S ABOUT CHOICE AS REFLECTED
BY ACTUAL CONSUMER BEHAVIOR

THE PEPSICO ADVANTAGE

SHARE ADVANTAGE



IRi
Growth delivered.

INCIDENCE ADVANTAGE



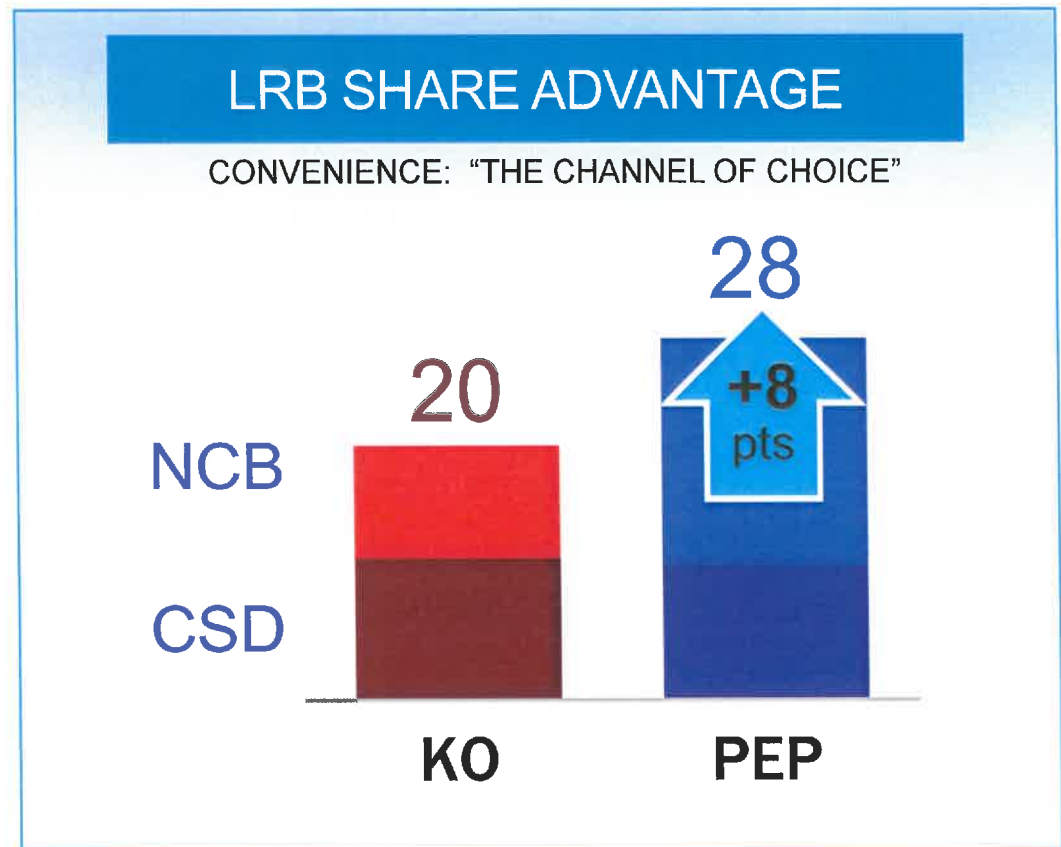
THE PEPSICO **SHARE** ADVANTAGE – **CONVENIENCE**

SYNDICATED RETAIL POINT OF
SALE SCANNER DATA

TOTAL US AND
64 INDIVIDUAL MARKETS

CONVENIENCE: 7-ELEVEN,
CIRCLE K, ETC.

THE PUREST
CHANNEL OF CHOICE
IS THE CONVENIENCE
CHANNEL



CONVENIENCE , Latest 52 Weeks ending 8/12/2018, Total LRB \$ Share

CONFIDENTIAL



BEVERAGE BRAND OVERVIEW



THAT'S
WHAT
I LIKE

52 WKS OF
MEDIA

FULL YEAR
ACTIVATION



GETTING
TRIPSY

#SUMMERGRAM



PEPSI
#SUMMERGRAM





THE DEW NATION



The **POWER** *of Pure Leaf*



\$1B IN SALES

#1 IN SHARE

**+8% VALUE
GROWTH**

**#1 SS Tea in
Foodservice**



bubly
sparkling water

- **#1 CONTRIBUTOR TO CATEGORY GROWTH SINCE LAUNCH**
- **42% OF BUBLY CONSUMERS ARE NEW TO THE CATEGORY**
- **TASTE PREFERENCE VS. LA CROIX**
- **NO CALORIES + NO SWEETENERS**
- **BOLD COLORS, PRINTED TABS**



Three clear plastic Aquafina water bottles are arranged vertically in the center of the image. They are set against a light blue circular background that is part of a larger, dynamic splash of water. The splash forms a ring around the bottles, with water droplets and ripples visible. The overall background is a solid, vibrant blue.

AQUAFINA

**#1 BRAND IN
\$ SALES**

**#1 TRUSTED
BRAND IN
WATER+**

**#1 BRAND
AWARENESS
IN WATER+**

**THE
ONLY
WATER**
WITH ENOUGH
ELECTROLYTES
TO PUT BACK
WHAT YOU LOSE
IN SWEAT.



GATORADE

THE SPORTS FUEL COMPANY

#1
SPORTS
DRINK
BRAND





SERVICE & START UP



PEPSICO

foodservice 

PEPSI EQUIPMENT SERVICES



**One Phone
Number for
Service**



**Prioritized
Dispatch
System**



**3,100+
Trained
Technicians**



**Small Parts
Fulfillment**



**Certified
Equipment
Centers**

Managing All Aspects of Your Equipment and Service Program

PROVIDING SOLUTIONS WITH A SINGLE PHONE CALL



Pepsi Equipment Services Center in
Winston-Salem NC

2.4MM

Assets Serviced

750M

Active Customers

249

Employees (Trilingual Capability)

365

Days a Year

Trained Agents Answering Your Call from 7am – 11pm across all time zones

PRIORITIZED SERVICE DISPATCH DRIVES QUICK RESPONSE

Technicians are dispatched electronically, and continuously monitored to optimize resources and meet service levels



Dispatch Optimization Team Routes Call to Nearest Tech to Minimize Response Time

COMPELLING FINANCIALS

Pepsi-Cola

TRADE MARK
REG. U. S. PAT. OFF.



PEPSICO

foodservice 

5 YEAR PARTNERSHIP PROPOSAL

- 5-year term with 4,500 case volume threshold
- \$20,000 annual sponsorship funding
- \$1,000 annual POS funding
- \$3,000 Digital Marketing funding
- \$2.75 rebate/case
- 4% price cap per year



FINANCIAL SUMMARY – 5 YEAR TERM:

Year	Annual Sponsorship	Marketing Fund (POS & Digital Marketing)	\$2.75 Rebate On Cases Outlined in Schedule A of Beverage Agreement	Total Estimated PepsiCo Sponsorship*
1	\$20,000 (Based on 4,500 cases sold)	\$4,000	\$12,375 (Based on 4,500 cases sold)	\$36,375
2	\$20,000 (Based on 4,500 cases sold)	\$4,000	\$12,375 (Based on 4,500 cases sold)	\$36,375
3	\$20,000 (Based on 4,500 cases sold)	\$4,000	\$12,375 (Based on 4,500 cases sold)	\$36,375
4	\$20,000 (Based on 4,500 cases sold)	\$4,000	\$12,375 (Based on 4,500 cases sold)	\$36,375
5	\$20,000 (Based on 4,500 cases sold)	\$4,000	\$12,375 (Based on 4,500 cases sold)	\$36,375
Total Over Term	\$100,000	\$20,000	\$61,875	\$181,875

PepsiCo Sponsorship valued at  \$181,875 over 5 year agreement!

* Sponsorship volume threshold outlined on prior page

PRICING

Product	Package	Initial Cost	Rebate	Net Cost	Cost/Unit (after rebate)
Aquafina	20oz	\$13.76*	\$2.75	\$11.01	\$0.46
CSD	20oz	\$27.68*	\$2.75	\$24.93	\$1.04
Gatorade	20oz	\$26.62*	\$2.75	\$23.87	\$0.99
Pure Leaf	18.5oz	\$18.86*	\$2.75	\$16.11	\$1.34
Kickstart	16oz	\$16.40*	\$2.75	\$13.65	\$1.14
Lifewater	700mL	\$15.14*	\$2.75	\$12.39	\$1.03

*based on 4% price increase

Thank you!

**WE THANK YOU FOR
THIS OPPORTUNITY TO CONTINUE OUR
PARTNERSHIP WITH THE
CITY OF CHESTERFIELD!**



PEPSICO

foodservice 

Coca-Cola

Your Total Beverage
Partner.



heartland
Coca-Cola BOTTLING
COMPANY

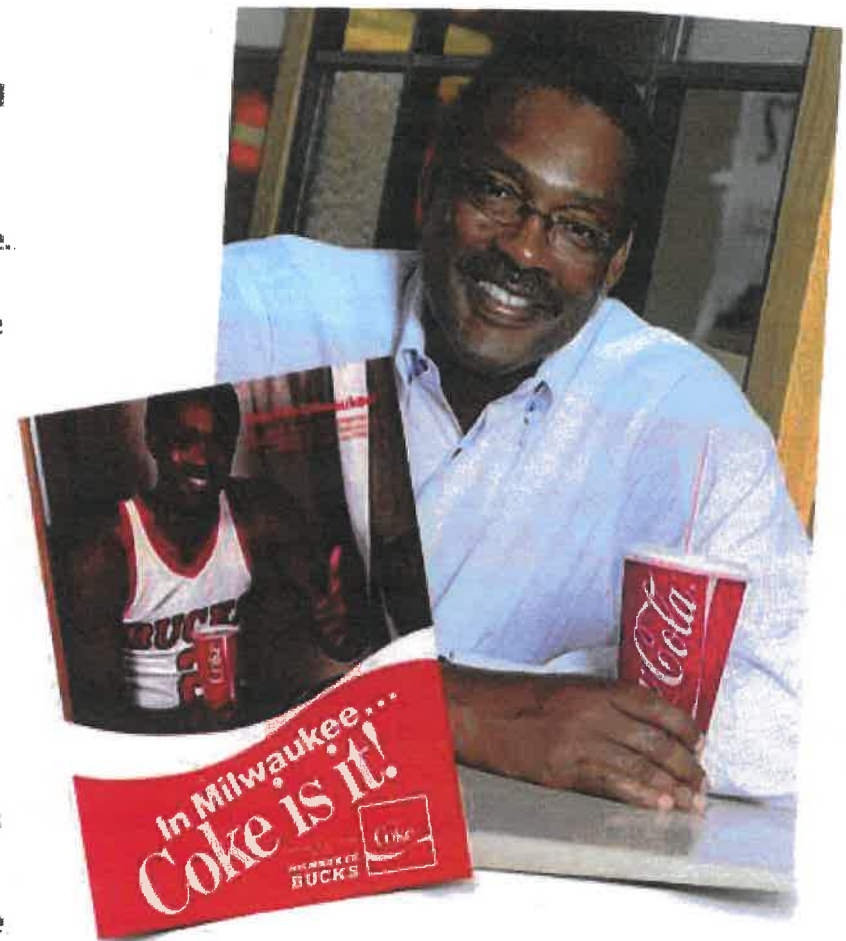
Junior Bridgeman's relationship with Coca-Cola began over thirty years ago when he was playing basketball for the Milwaukee Bucks. During the off season he would volunteer at local basketball clinics sponsored by Coke. Giving back to the community has always been very important to him.

Bridgeman retired from the NBA in 1987 after twelve successful years in the league. He played in 711 games for the Bucks, still the most in franchise history. Junior then established his business interests by purchasing three Wendy's franchises. He worked all facets of the business from flipping burgers to mopping the floors. He recognized very early that the key to a successful business was to take care of your people and the customers.

He went on to become the founder of a Louisville, Kentucky, company named Manna Inc., and grew his portfolio of businesses to become one of the largest restaurant franchise operators in the country. As you might expect, Junior's restaurants were a great partner with Coca-Cola.

Early in 2016 Junior took his relationship with Coca-Cola one step further. On Wednesday, April 20th, The Coca-Cola Company announced that it had signed a Letter of Intent (LOI) to grant territories to the Coca-Cola system's newest bottler; Heartland Coca-Cola Bottling Company. The Kansas, Missouri, and Southern Illinois territories will be headquartered in Kansas City, MO.

Heartland Coca-Cola Bottling Company will continue the 100+ year traditions of the Coca-Cola Company while leveraging our heritage of putting people first, serving our local communities, and providing great brands.





KANSAS

Concordia, KS
439 US Hwy 81
Concordia, Kansas 66901
(785) 243-1071

Garden City, KS
4645 Commerce Dr.
Garden City, Kansas 67846
(620) 276-3221

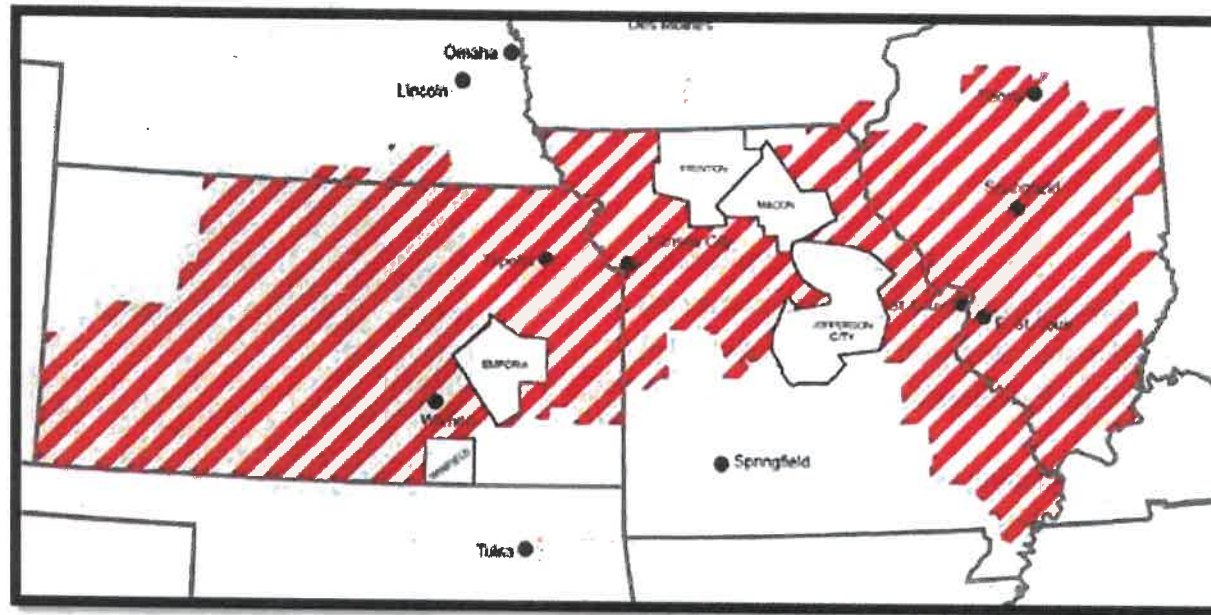
Lenexa, KS-Sales
9000 Marshall Drive
Lenexa, Kansas 66215
(913) 492-8100

Lenexa, KS-Production
10001 Industrial Boulevard
Lenexa, Kansas 66215
(913) 599-9142

Topeka, KS
435 SE 70th Street
Topeka, Kansas 66619
(785) 232-9372

Victoria, KS
1310 Cathedral Avenue
Victoria, Kansas 67671
(785) 735-9498

Wichita, KS
3151 S. West Street
Wichita, Kansas 67217
(316) 942-3838



MISSOURI

Columbia, MO
2701 Maguire Boulevard
Columbia, Missouri 65201
(573) 443-1591

Jackson, MO
1125 Lenco
Jackson, Missouri 63755
(573) 243-3134

Sedalia, MO
813 W. 16th Street
Sedalia, Missouri 65301
(660) 826-1794

St. Charles, MO
3300 Mueller Rd.
St. Charles, Missouri 63301
(636) 443-0800

St. Joseph, MO
3802 Leonard Rd.
St. Joseph, Missouri 64502
(816) 232-7766



ILLINOIS

Champaign, IL
2809 N. Lincoln Avenue
Urbana, Illinois 61801
(217) 367-1761

Charleston, IL
1321 Loxa Road
Charleston, Illinois 61920
(217) 348-1001

Duquoin, IL
1350 S. Washington St.
DuQuoin, Illinois 62832
(618) 542-2101

Peoria, IL
5001 South Becker Drive
Bartonville, Illinois 61607
(309) 697-8600

Quincy, IL
2620 Ellington Road
Quincy, Illinois 62305
(217) 223-3336

Springfield, IL
3495 East Sangamon Avenue
Springfield, Illinois 62707
(217) 544-4891

Our Mission

At Heartland Coca-Cola Bottling Company we produce, sell, and distribute the highest quality and best tasting beverages in the world by honoring the principle of "Do unto others as you would have them do unto you".

- ✓ **We will work** and win together as a team by promoting a culture that values how our people think, feel, and act.
- ✓ **We will partner** with our customers to grow their business and ours.
- ✓ **We will be** a positive influence and active participants in the communities in which we operate.
- ✓ **This will ensure** the profitability of our company by measuring the dedication, success, and trust of our people, the growth of our customers and their partnerships with us, and the way our communities regard us.





Objectives



Drive guest satisfaction and transactions by offering the leading portfolio of consumer preferred brands and categories



Create efficiency and effectiveness by working with one partner to manage and support the complex beverage environment



Deliver what your guests want, when and how they want it, by understanding their needs, behaviors and occasions



Generate ideas and build solutions with partners who are leaders in the foodservice industry



Drive purchases and enhance experiences with customized programs leveraging Coca-Cola's marketing expertise and assets



Maximize your performance with proven execution for every aspect of the beverage experience

FIND ADDITIONAL RESOURCES AT
COKE SOLUTIONS.com

OVERVIEW | BRING THE PICTURE OF SUCCESS TO LIFE

Bring the **Picture of Success to life** appropriately in each outlet with the:

Right Brands



Right Package



Right Price



Right Equipment



Right Consumer Messaging



FAVORITE BRAND VS. PRIMARY COMPETITOR



Hispanic

Total



Source: Bev360 12mm June 2015 Favorite Brand Across Category – Aided Minute Maid OJ Brand Group & Simply OJ vs Competitor Total OJ Brand Group

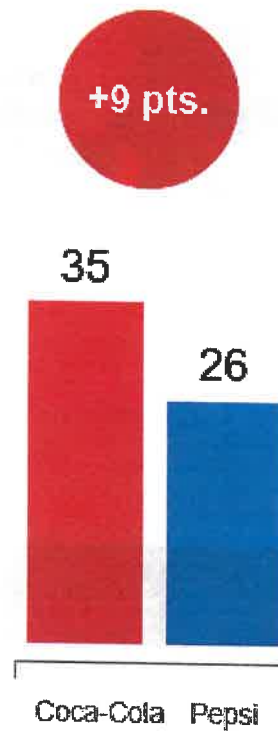
We have the depth & breadth to meet consumer needs

20 Billion-Dollar
Brands...

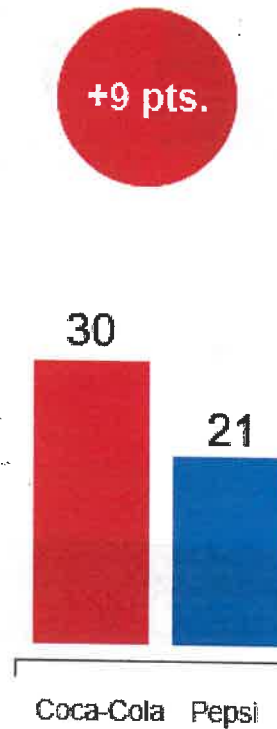


Beverage Incidence

Soft Drinks¹



Sparkling¹



Incidence Trend Since Switching TO Coca-Cola²



Incidence Trend Since Switching FROM Coca-Cola²



Sources:

- 1 NPD, CREST, assessment of beverage incidence in 100 customer brands; includes 72 Coca-Cola and 28 Pepsi customers. Total Beverages excludes tap water
2 Chain incidence trend reflects soft drink incidence 5 years after conversion

We are rated the #1 Beverage Supplier

Coca-Cola
=
**# 1 RATED
BEVERAGE SUPPLIER**

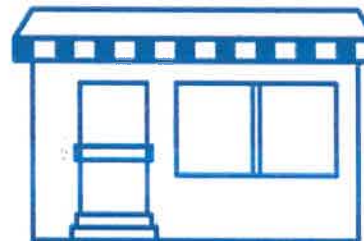
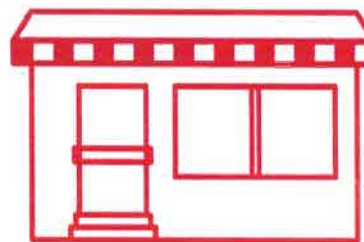
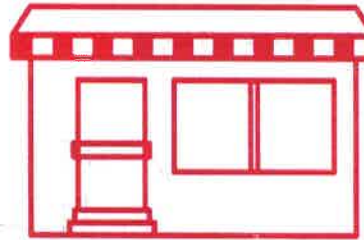
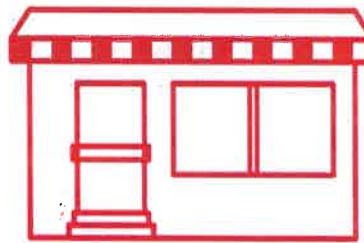
We're proud that

3-in-4

foodservice outlets choose to pour
Coca-Cola brands and we're
committed to maintaining and
growing this advantage through our
performance



(Source: Foodservice Advantage Study, 2015 sponsored by the
International Foodservice Manufacturers Association – IFMA)



We support you with operational performance you can count on every day

Dedicated representative for Coca-Cola to handle all service and support:
Chelsea Lesan



Operational support and performance
from one trusted source

Customer Care Center (CCC) & Reactive Service

Reactive Service

Purpose: Serve as primary contact for all Coca-Cola customers providing mechanical service and general customer support.

The Reactive Service Operations Inbound team mission is to: respond quickly and personally to our customers, ensuring each request is processed with quality and accuracy. Reactive Service Operations Inbound team is the primary contact for all Coca-Cola Fountain and Bottle/Can customers.

Access through 1-844-562-COKE (2653) 24 hours a day/365 days per year

2014				2015				2016 (Thru Oct & YE Projected)			
Measures	Actual	Prior Year	vs Prior	Measures	Actual	Prior Year	vs Prior	Measures	Actual	Prior Year	vs Prior
Service Calls	20,206	19,993	213.	Service Calls	18,805	20,206	(1,401)	Service Calls	21,112	18,805	2,307
Fix Right First Visit	93.2%	91.5%	1.7%	Fix Right First Visit	94.5%	93.2%	1.3%	Fix Right First Visit	94.1%	94.5%	-0.4%

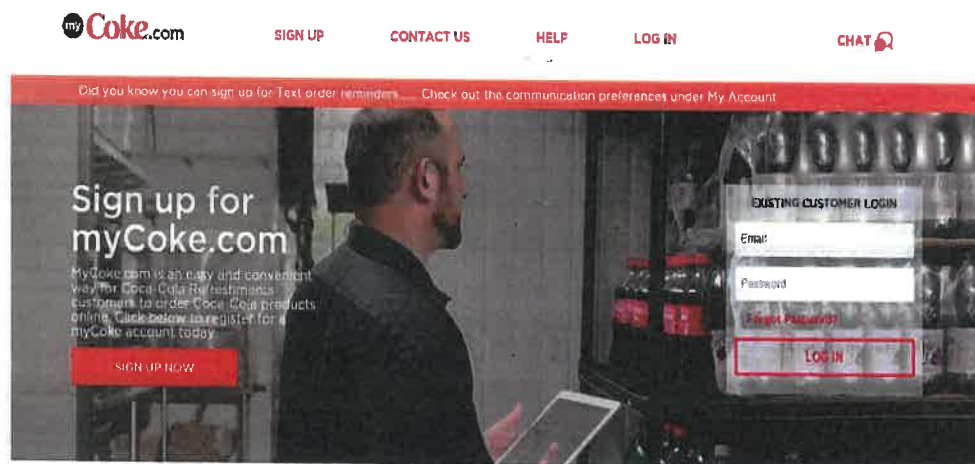
Phone Fix

The focus of the Phone Fix department is to insure the Fountain "Customers" of The Coca-Cola Company are operational and serving our quality products



Coca-Cola certified, professional, experienced technicians can often help you fix your beverage equipment over the phone so you can quickly begin serving quality beverages again. It is fast, easy, free and will minimize equipment downtime.

myCoke.com Capabilities



BENEFITS FOR MYCOKE CUSTOMERS



PAYMENT OPTIONS



KEEP TRACK OF ORDERS



SIMPLE WAYS TO SHOP AND



GET LIVE SUPPORT



Customers are able to:

- View Order History up to 2 years
- Use Order Tools to Place Orders
- Select Off Day Deliveries
- Place Orders on via Computer or Smart Devices
- View Newsflash Banner
- Set Communication Preference
 - Text and/or Email Order Reminders
 - Opt-in/out general and marketing email communications
- Receive Email Order Confirmations
- Use Multiple Help Features:
 - FAQs
 - Live Chat
 - Use the 'Contact Us' Online Form
 - Call 888-3MY-COKE for the myCoke Support Team



One-Stop Beverage System Support

Bottle/Can equipment



Full-size Coolers

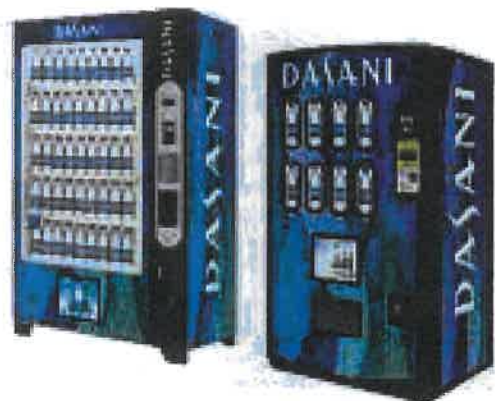


Small Coolers



VENDING

**VARIETY OF VENDING
OPTIONS, INCLUDING
CASHLESS OPTIONS THAT
CAN CREATE A +18%
AVERAGE VOLUME LIFT²**



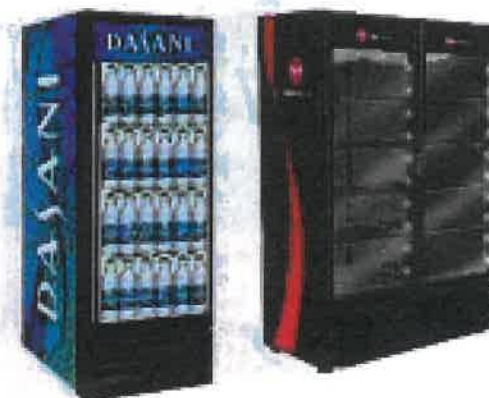
FOUNTAIN

**POURS UP TO 8 BRANDS,
AND DISPENSES BOTH
SPARKLING AND STILL
BEVERAGES TO MEET
CONSUMER FLAVOR AND
VARIETY NEEDS**



COOLERS

**100% OF ALL NEW COLD
DRINK EQUIPMENT
INTRODUCED INTO THE
MARKET IS ENERGY STAR
CERTIFIED**



All equipment includes 24/7/365 Service Response with 92% of repairs completed on first visit.

Beyond beverages, we strive to be your best partner and deliver industry-leading performance that creates moments of refreshment for your school and local community.



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Coca-Cola

Marking Support

- In outlet activation. IE Menu Boards, Directional Signage etc.
- Targeted messaging to promote events with our partners using vend snipes, posters, cooler clings and window clings through our in-house print shop.
- Maryville University-6,414 students
- UMSL-16,719 students
- Various At-Work Locations-20,000+ employees
- Samplings of new products at select events.
- Monster Sampling Team activation.
- CCNA lead program activation.
- Ticket giveaways



City of Chesterfield

Come join us for Octoberfest

ICE COLD *Coca-Cola* SOLD HERE



COUNTER ZONE



Counter-top Display
with Insert



Recycle Bin



Glass
Slim Rack



Ice Glorifier



Counter-top Tub



Combo Merchandising

SIDELINES EQUIPMENT

For recreation
locations



BEVERAGE ZONE



Fountain Equipment



vitaminwater
Fountain Equipment



Sparkling LED Single
Door Cooler



Gold Peak Tea Variety
Tea Tower



Proper S-M-L
Trademark Cups



Menu Board Signage





refreshments

enjoy together

food items

Food Item	\$X.XX
18 character limit max	\$X.XX
Food Item	\$X.XX
Food Item	\$X.XX
Food Item	\$X.XX

Coca-Cola & other beverages

Beverage	\$X.XX
18 character limit max	\$X.XX
Beverage	\$X.XX
Beverage	\$X.XX

decisions, decisions.

REAL

Coca-Cola

zero

TASTE AND ZERO CALORIES

side items

Side Item	\$X.XX
18 character limit max	\$X.XX
Side Item	\$X.XX
Side Item	\$X.XX
Side Item	\$X.XX

refresh • recycle • repeat

No Refills Tax Included on All Menu Items



Unparalleled Partnerships



Leisure



Sports



College & Universities



Restaurants





Financial Consideration

Vending

Product	Vend Price	Commission
20oz PET SSD	\$ 2.00	20.0%
20oz Dasani (flat+SpkIng)	\$ 2.00	20.0%
20oz Powerade	\$ 2.00	20.0%
20oz Smartwater (flat+spkIng)	\$ 2.25	20.0%
20oz Vitaminwater	\$ 2.00	20.0%
16oz Body Armor	\$ 2.00	20.0%
18.5oz Gold Peak Tea	\$ 2.25	20.0%
16/15.5oz Monster Energy	\$ 3.00	20.0%
15oz Monster Java	\$ 3.50	20.0%

*Estimated Commissions of \$18,251

*Machines filled based on volume. Most machines are filled weekly

*Vend increase of .25 at the beginning of year 3



Pricing

Bottle/Can Pricing

Product	Cost Per Case	Cost Per Unit
20oz Dasani (flat+Spkling)	\$ 13.03	\$0.54
20oz Powerade	\$ 22.96	\$0.96
20oz PET SSD	\$ 24.00	\$1.00
18.5oz Gold Peak Tea	\$ 29.84	\$1.24
16/15.5oz Monster Energy	\$ 36.53	\$1.52
1L Dasani	\$ 13.35	\$1.11
12oz 8pk Dasani Spkling	\$ 12.28	\$0.51
20oz Smartwater (flat+spkling)	\$ 24.53	\$1.02
1L Smartwater (flat+spkling)	\$ 16.91	\$1.41
20oz Vitaminwater	\$ 29.93	\$1.25
16oz Body Armor	\$ 30.90	\$1.29
12oz MMJTG	\$ 37.73	\$1.57
10.1oz Tum E Yummie	\$ 16.18	\$0.67
11.5oz Core Power	\$ 55.30	\$2.30
14oz YUP	\$ 28.56	\$1.19
15oz Monster Java	\$ 43.84	\$1.83

Program Details

Timing: 5 Year Term: 2019- 2024. Optional extension for year's 4 and 5.

Donation: 100 cases annually of 12oz Soda and/or ½ liter Dasani

Yearly Sponsorship: \$20,000 per year. Prorated based on volume.

Volume

Requirements: 4,564 cases per year

Pricing: 4% Annual Increase years 2-5



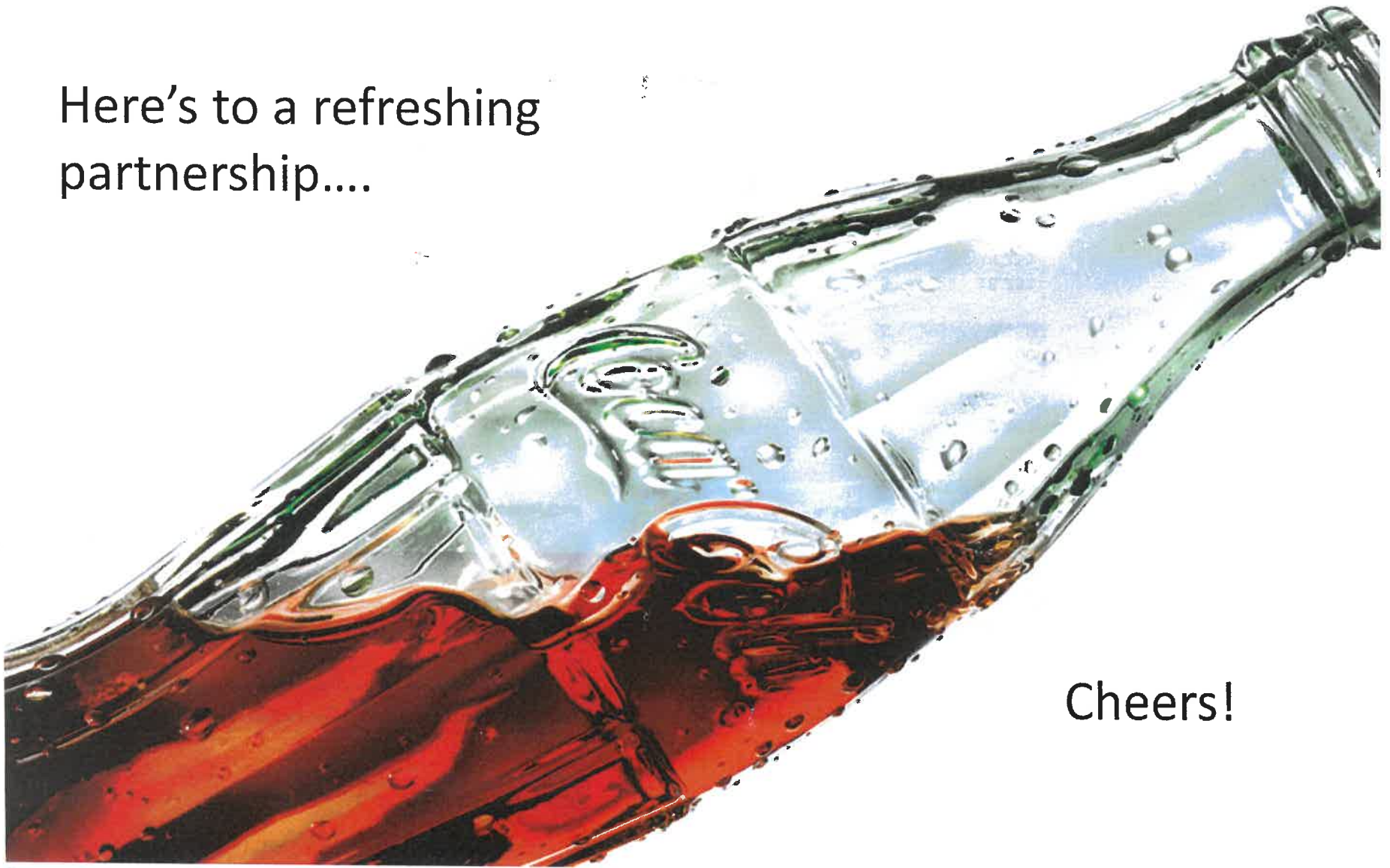
Financial Summary 5 Year

Key Financial Indicators

	Year 1	Totals
Annual Volume Bottle/Can	4,564	4,564
		4,564
Fixed Funding		
City of Chesterfield Funding	\$ 20,000	\$ 100,000
		\$ 100,000
Partnership Investment		
Annual Product Donation - 100 cases	\$ 700	\$ 3,500
		\$ 3,500
Commision	\$ 2,788	\$ 18,251
		\$ 18,251
Equipment Investments		
Equipment Investment	\$ 33,523	\$ 60,049
Total Depreciation & Service Expense	\$ 5,801	\$ 5,801
		\$ 65,850
Total 5 Year Investment		\$ 187,601



Here's to a refreshing
partnership....



Cheers!

Pricing

Bottle/Can Pricing

Product	Cost Per Case		Cost Per Unit
20oz Dasani (flat+Spkling)	\$	13.03 13.24	\$0.54
20oz Powerade	\$	22.96 25.60	\$0.96
20oz PET SSD	\$	24.00 26.62	\$1.00
18.5oz Gold Peak Tea	\$	29.84 18.13	\$1.24
16/15.5oz Monster Energy	\$	36.53 13.17 (Pickstock)	\$1.52
1L Dasani	\$	13.35 NA	\$1.11
12oz 8pk Dasani Spkling	\$	12.28 NA	\$0.51
20oz Smartwater (flat+spkling)	\$	24.53 NA	\$1.02
1L Smartwater (flat+spkling)	\$	16.91 NA	\$1.41
20oz Vitaminwater	\$	29.93 NA	\$1.25
16oz Body Armor	\$	30.90 25.60	\$1.29
12oz MMJTG	\$	37.73 NA	\$1.57
10.1oz Tum E Yummie	\$	16.18 NA	\$0.67
11.5oz Core Power	\$	55.30 NA	\$2.30
14oz YUP	\$	28.56 NA	\$1.19
15oz Monster Java	\$	43.84 NA	\$1.83

OTHER LEGISLATION

Bill No. 3278 - Chesterfield Ice and Sports Complex – Record Plat

An ordinance providing for the approval of a Record Plat for the Chesterfield Ice and Sports Complex Subdivision, a 17.85 acre tract of land zoned “PC” Planned Commercial District located north of Chesterfield Airport Road and west of Spirit of Saint Louis Boulevard. **(First & Second Readings) Planning Commission recommends approval.**

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: January 6th, 2020 Bill 3278

RE: **Chesterfield Ice and Sports Complex:** A Record Plat for a 17.85-acre tract of land zoned "PC" Planned Commercial District located on the north side of Chesterfield Airport Road, west of Spirit of St. Louis Boulevard.

Summary

Stock and Associates Consulting Engineers, Inc., on behalf of Chesterfield Hockey Association, has submitted a request for a Record Plat that entails the creation of a new three-lot commercial development abutting the south side of Interstate 64 on the west side of Chesterfield Valley. The new proposed lots will be realigned to accommodate the Chesterfield Ice and Sports Complex that was recently constructed on Lot A, with Lot C to be developed in the future. Lot B, located on the south side of the Olive Street Road extension, is to be maintained in conjunction with Lot A and will remain undevelopable as a stand-alone lot, serving only as a stormwater drainage, utility and sidewalk easement area.

On December 9, 2019, Planning Commission recommended approval of the Record Plat for the Chesterfield Ice and Sports Complex subdivision with a vote of 9-0. The Record plat is found attached to the legislation herein.



Proposed Chesterfield Ice and Sports Complex Subdivision

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT FOR THE CHESTERFIELD ICE AND SPORTS COMPLEX SUBDIVISION, A 17.85 ACRE TRACT OF LAND ZONED "PC" PLANNED COMMERCIAL DISTRICT LOCATED NORTH OF CHESTERFIELD AIRPORT ROAD AND WEST OF SPIRIT OF SAINT LOUIS BOULEVARD.

WHEREAS, Stock and Associates Consulting Engineers, Inc., on behalf of Chesterfield Hockey Association, has submitted for review and approval a Record Plat for the Chesterfield Ice and Sports Complex subdivision; and,

WHEREAS, the purpose of said Record Plat is to subdivide a 17.85-acre tract of land into three (3) commercial lots; and,

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

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

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

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

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

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

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

Passed and approved this _____ day of _____, 2020.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

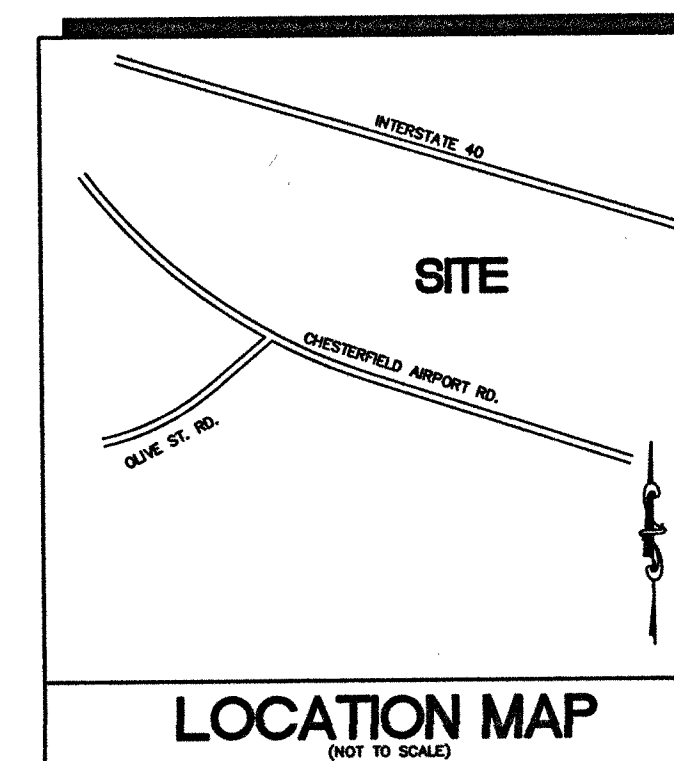
Vickie McGownd, CITY CLERK

FIRST READING HELD: 01/06/2020

A TRACT OF LAND BEING PART OF LOT 3 OF THE 'NICHOLAS MUELLER ESTATE' AS RECORDED IN
PLAT BOOK 2, PAGE 25 LOCATED IN U.S. SURVEY 371 AND PART OF U.S. SURVEY 102,
TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

50 0 25 50 100 2

(IN FEET)
1 inch = 50 ft.



an approximate d
with Spirit of St L
E4 (also known as

City of Chesterfield

edge of pavement, and 5.3 feet south of a MSHTD witness post set in line of a cable guard along the south side of North Outer Forty Road.

PREPARED FOR:
CHESTERFIELD HOCKEY ASSOCIATION (CHA)
C/O THE STAENBERG GROUP
ATTN. MR MARK KRAUS (CHA) & MR SAM ADLER (TSG)
2127 INNERBELT BUSINESS CENTER DR., SUITE 310
ST. LOUIS, MO 63114

PREPARED BY:

1

CHESTERFIELD SPORTS COMPLEX

18385 CHESTERFIELD AIRPORT RD.

D PLA

1.053

1 OF 2

RECORD PLAT

INTERSTATE 40

SITE

CHESTERFIELD AIRPORT RD

STATE ST. RD.

LOCATION MAP
(NOT TO SCALE)

STOCK & ASSOCIATES
Consulting Engineers, Inc.

18385 CHESTERFIELD AIRPORT RD.
CITY OF CHESTERFIELD ST LOUIS COUNTY MISSOURI

18385 CHESTERFIELD AIRPORT RD.
CITY OF CHESTERFIELD ST LOUIS COUNTY

RECORD PLAT

2 OF 2

3) Basis of Bearings: Book 17679, Page 2709

PREPARED FOR:

UNFINISHED BUSINESS

There are no unfinished action items scheduled on the agenda for this meeting.

NEW BUSINESS

There are no new business action items on the agenda for this meeting.