



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, June 5, 2017
5:30 PM**

1. Appointments

A. Proposed Resolution – Appoints Timothy Andrew Engelmeyer and the firm of Engelmeyer Pezzani LLC as Prosecuting Attorney

2. Planning and Public Works Committee – Chairperson Guy Tilman-Ward II

A. Bill No. 3148 – P.Z. 16-2016 EJ Properties (16625 & 16635 Old Chesterfield Rd) (Second Reading)

B. Bill No. 3149 – P.Z. 06-2017 City of Chesterfield (Unified Development Code – Articles 3 & 4) (Second Reading)

C. Bill No. 3153 – Placement of Solid Waste Containers (First Reading)

D. Bill No. 3154 – P.Z. 14-2016 18331, 18333, & 18335 Chesterfield Airport Road (First Reading)

E. Bill No. 3157 – Warwick on White Road – Record Plat (First & Second Reading)

F. Next Meeting – June 8, 2017 (5:45pm)

3. Finance and Administration Committee – Chairperson Tom DeCampi-Ward IV

A. Release of Emails

B. Restructuring of the Management Information Systems Citizens Advisory Committee – Proposed Policy

C. Next Meeting – June 26, 2017 (5:30pm)

4. Parks, Recreation and Arts Committee – Chairperson Randy Logan-Ward III

5. Public Health and Safety Committee – Chairperson Barry Flachsbart-Ward I

- A. **Bill No. 3152 – Revised Ordinance – Deer Hunting Regulations & Requirements (Second Reading)**
- B. **Bill No. 3155 – Unmanned Aircraft Systems (Drones) (First Reading)**
- C. **Bill No. 3156 – Short Term Rental of Single Family Dwellings (First Reading)**
- D. **Body Worn Cameras (Voice Vote)**
- 6. **Report from the City Administrator – Mike Geisel**
 - A. **Bid Recommendation – Cargo Van**
 - B. **Salt and Salt Delivery (Metro Co-op) Bid Extensions**
 - C. **Bid Recommendation – Public Works Facility Roof**
- 7. **Unfinished Business – Mayor Bob Nation**
 - A. **Land Acquisition**
 - B. **Motion to Rescind – TracFone Settlement**
- 8. **New Business – Mayor Bob Nation**
- 9. **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.



AGENDA
CHESTERFIELD CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, June 5, 2017
7:00PM

- I. CALL TO ORDER** – Mayor Bob Nation
- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation
- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation
- IV. ROLL CALL** – City Clerk Vickie Hass
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
 - A. **City Council Meeting Minutes** – May 15, 2017
 - B. **Executive Session Minutes** – May 15, 2017
- VI. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
 - A. **Big Sports** – Dan Buck
- VII. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. **Thursday, June 8, 2017** – Planning and Public Works (5:45pm)
 - B. **Monday, June 12, 2017** – Planning Commission (7pm)
 - C. **Monday, June 19, 2017** – Next City Council meeting (7pm)

D. Monday, June 26, 2017 – Finance and Administration Committee (5:30 pm)

VIII. APPOINTMENTS – Mayor Bob Nation

A. Proposed Resolution – Appoints Timothy Andrew Engelmeyer and the firm of Englemeyer Pezzani LLC as Prosecuting Attorney

IX. COUNCIL COMMITTEE REPORTS

A. Planning and Public Works Committee – Chairperson Guy Tilman, Ward II

- 1. Bill No. 3148 – P.Z. 16-2016 EJ Properties (16625 & 16635 Old Chesterfield Rd) (Second Reading)**
- 2. Bill No. 3149 – P.Z. 06-2017 City of Chesterfield (Unified Development Code – Articles 3 & 4) (Second Reading)**
- 3. Bill No. 3153 – Placement of Solid Waste Containers (First Reading)**
- 4. Bill No. 3154 – P.Z. 14-2016 18331, 18333, & 18335 Chesterfield Airport Road. (First Reading)**
- 5. Bill No. 3157 – Warwick on White Road – Record Plat (First & Second Reading)**
- 6. Next Meeting – June 8, 2017 (5:45pm)**

B. Finance and Administration Committee – Chairperson Tom DeCampi, Ward IV

- 1. Release of Emails**
- 2. Restructuring of the Management Information Systems Citizens Advisory Committee – Proposed Policy**
- 3. Next Meeting – June 26, 2017 (5:30pm)**

C. Parks, Recreation and Arts Committee – Chairperson Randy Logan, Ward III

D. Public Health and Safety Committee – Chairperson Barry Flachsbar, Ward I

- 1. Bill No. 3152 – Revised Ordinance – Deer Hunting Regulations & Requirements (Second Reading)**
- 2. Bill No. 3155 – Unmanned Aircraft Systems (Drones) (First Reading)**

3. Bill No. 3156 – Short Term Rental of Single Family Dwellings (First Reading)

4. Body Worn Cameras (Voice Vote)

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

A. Bid Recommendation – Cargo Van

B. Salt and Salt Delivery (Metro Co-op) – Bid Extensions

C. Bid Recommendation – Public Works Facility Roof

XI. UNFINISHED BUSINESS – Mayor Bob Nation

A. Land Acquisition

B. Motion to Rescind – TracPhone Settlement

XII. NEW BUSINESS – Mayor Bob Nation

XIII. LEGISLATION

A. BILL NO. 3152 – AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI, UPDATING DEER CONTROL AND DEER HUNTING REGULATIONS AND REQUIREMENTS (SECOND READING) (PUBLIC HEALTH AND SAFETY COMMITTEE RECOMMENDS APPROVAL)

B. BILL NO. 3153 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI REPEALING AND REPLACING SECTION 25-28 OF THE CITY OF CHESTERFIELD MUNICIPAL CODE REGARDING THE PLACEMENT OF WASTE CONTAINERS, TREE WASTE AND FIREWOOD. (FIRST READING) (PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)

C. BILL NO. 3155 – AN ORDINANCE TO REGULATE UNMANNED AIRCRAFT SYSTEMS (DRONES) (FIRST READING) (PUBLIC HEALTH AND SAFETY COMMITTEE RECOMMENDS APPROVAL)

D. BILL NO. 3156 – AN ORDINANCE AMENDING SECTION 21-77 TO CHAPTER 21, ARTICLE VI OF THE CHESTERFIELD CITY CODE RELATING TO THE REGULATION OF RENTING OF SINGLE-FAMILY DWELLINGS. (FIRST READING) (PUBLIC HEALTH AND SAFETY COMMITTEE RECOMMENDS APPROVAL)

XIV. LEGISLATION – PLANNING COMMISSION

- A. **BILL NO. 3148** – AN ORDINANCE REPEALING ORDINANCE 2791 OF THE CITY OF CHESTERFIELD TO CHANGE THE CONDITIONS OF ATTACHMENT “A” RELATIVE TO THE “PI” PLANNED INDUSTRIAL DISTRICT FOR A 1.95 ACRE TRACT OF LAND LOCATED AT 16625 OLD CHESTERFIELD ROAD AND 16635 OLD CHESTERFIELD ROAD. (P.Z. 16-2016 EJ PROPERTIES {16625 & 16635 OLD CHESTERFIELD ROAD}). **(SECOND READING) (PLANNING COMMISSION RECOMMENDS APPROVAL; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL, AS AMENDED)**
- B. **BILL NO. 3149** – AN ORDINANCE AMENDING ARTICLE 3 SECTION 03-06 USE TABLE FOR RESIDENTIAL DISTRICTS AND ARTICLE 4 SECTION 04-01 SITE AND BUILDING DESIGN TABLE OF THE UNIFIED DEVELOPMENT CODE (P.Z. 06-2017 CITY OF CHESTERFIELD (UNIFIED DEVELOPMENT CODE ARTICLES 3 AND 4). **(SECOND READING) (PLANNING COMMISSION RECOMMENDS APPROVAL; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**
- C. **BILL NO. 3154** – AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN “M3” PLANNED INDUSTRIAL DISTRICT TO A “PC” PLANNED COMMERCIAL DISTRICT FOR A 16.0 ACRE TRACT OF LAND AT 18331, 18333, AND 18335 CHESTERFIELD AIRPORT ROAD, LOCATED AT THE NORTHWEST SIDE OF THE INTERSECTION OF CHESTERFIELD AIRPORT ROAD AND SPIRIT OF ST. LOUIS BOULEVARD. (P.Z. 14-2016 18331, 18333 & 18335 CHESTERFIELD AIRPORT ROAD {LSL I, LLC AND LSL II, LLC} 17V410060, 17V410026 AND 17V410037). **(FIRST READING) (PLANNING COMMISSION RECOMMENDS APPROVAL; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL, AS AMENDED.)**
- D. **BILL NO. 3157** - AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE WARWICK ON WHITE ROAD SUBDIVISION, AN 8.31 ACRE TRACT OF LAND ZONED “R-2” RESIDENCE DISTRICT LOCATED SOUTHEAST OF THE INTERSECTION OF WHITE ROAD AND GREENTRAILS DRIVE. **(FIRST & SECOND READING) (PLANNING COMMISSION RECOMMENDS APPROVAL.)**

XV. ADJOURNMENT

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

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AGENDA REVIEW – Monday, 6/5/2017 – 5:30 PM

An AGENDA REVIEW meeting has been scheduled to start at **5:30 pm, on Monday, June 5, 2017.**

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



RECORD OF PROCEEDING

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

MAY 15, 2017

The meeting was called to order at 7:05 p.m.

President Pro-Tem Dan Hurt led everyone in the Pledge of Allegiance and followed with a moment of silent prayer.

A roll call was taken with the following results:

PRESENT

Councilmember Barry Flachsbart
Councilmember Barbara McGuinness
Councilmember Ben Keathley
Councilmember Guy Tilman
Councilmember Dan Hurt
Councilmember Randy Logan
Councilmember Tom DeCampi
Councilmember Michelle Ohley

ABSENT

Mayor Bob Nation

APPROVAL OF MINUTES

The minutes of the May 1, 2017 City Council meeting were submitted for approval. Councilmember Logan made a motion, seconded by Councilmember Tilman, to approve the City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the May 1, 2017 Executive Session were submitted for approval. Councilmember Logan made a motion, seconded by Councilmember Tilman, to approve the Executive Session minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

COMMUNICATIONS AND PETITIONS

Mr. Bill Lawson, 2114 Riding Trail Drive, spoke in support of Prosecuting Attorney Tim Engelmeyer and TDD funding extension for Hockey.

Mr. Sathish Makkapati, 327 Oak Stand Court, spoke in opposition to P.Z. 05-2016 Shelbourne development.

INTRODUCTORY REMARKS

President Pro-Tem Hurt announced that the next meeting of City Council has been scheduled for Monday, June 5, at 7 p.m.

APPOINTMENTS

President Pro-Tem Hurt nominated Ms. Katherine Hipp, 14687 Los Padres Court (Ward II), for re-appointment to the Board of Adjustment. Councilmember Tilman made a motion, seconded by Councilmember Flachsbart, to approve this re-appointment. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

President Pro-Tem Hurt nominated Ms. Marilyn Ainsworth, 2382 Baxton Way (Ward III), for re-appointment to the Board of Adjustment. Councilmember Logan made a motion, seconded by Councilmember Hurt, to approve this re-appointment. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

COUNCIL COMMITTEE REPORTS

Planning/Public Works Committee

Councilmember Guy Tilman, Chairperson of the Planning/Public Works Committee, reported that Bill No. 3145 (P.Z. 17-2016 Grand Reserve [Hardesty Development, LLC]) will be considered for adoption under the "Legislation – Planning Commission" portion of the agenda.

Councilmember Tilman reported that Bill No. 3146 (P.Z. 04-2017 Dierbergs The Market Place [Amendment]) will be considered for adoption under the "Legislation – Planning Commission" portion of the agenda.

Councilmember Tilman reported that Bill No. 3148 (P.Z. 16-2016 EJ Properties [16625 & 16635 Old Chesterfield Rd]) will be read for the first time under the “Legislation – Planning Commission” portion of the agenda.

Councilmember Tilman reported that Bill No. 3149 (P.Z. 06-2017 City of Chesterfield [Unified Development Code – Articles 3 & 4]) will be read for the first time under the “Legislation – Planning Commission” portion of the agenda.

Councilmember Tilman reported that Bill No. 3150 (Summit Development/Topgolf – Record Plat) is scheduled for both first and second reading approval under the “Legislation – Planning Commission” portion of the agenda.

Councilmember Tilman reported that Bill No. 3151 (Larry Enterprises-Lynch Hummer Development – Lot Split) is scheduled for both first and second reading approval under the “Legislation” portion of the agenda.

Councilmember Tilman made a motion, seconded by Councilmember Flachsbart, to refer the petitioner’s appeal of the request for zoning map amendment – P.Z. 05-2016 Wild Horse Baxter Center to Planning and Public Works Committee for a public hearing. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Tilman announced that the next meeting of this Committee has been scheduled for Thursday, May 18, at 5:45 p.m.

Finance and Administration Committee

Councilmember Tom DeCampi, Chairperson of the Finance and Administration Committee, made a motion, seconded by Councilmember Ohley, to renew the City’s Health Insurance benefit as offered by St. Louis Areas Insurance Trust (SLAIT) with a 2% premium increase, with the premium distribution paid by the City and employee remaining the same as it has been since 2009, as recommended by staff in Director of Finance Craig White’s memo dated May 4, 2017. Employees with single coverage pay a flat \$100 premium. The premium for family coverage is calculated as 50% of the premium above single coverage. A roll call vote was taken with the following results: Ayes – Ohley, Logan, Tilman, McGuinness, Hurt, DeCampi, Keathley and Flachsbart. Nays – None. Whereupon President Pro-Tem Hurt declared the motion passed.

Councilmember DeCampi made a motion, seconded by Councilmember Ohley, to use “excess premiums” reimbursed by SLAIT to “pre-pay” and fully offset both the 2% increase in premiums (\$29,780) and the full cost of the 2017-2018 HRA plan (\$100,000) as recommended by staff in Director of Finance Craig White’s memo dated May 4, 2017. In doing so, the City will realize the full \$100,000 in budgeted savings for 2018 and will not budget any increase in health premiums for the 2017-2018 plan year. A roll call vote was taken with the following results: Ayes – Hurt, Keathley, McGuinness, Logan,

DeCampi, Flachsbart, Ohley and Tilman. Nays – None. Whereupon President Pro-Tem Hurt declared the motion passed.

Councilmember DeCampi made a motion, seconded by Councilmember Tilman, to contribute 5% (\$1,542.35) of Chesterfield's share of the Tracphone Wireless cash settlement to the Missouri Municipal League (MML) Advocacy fund to replenish the reserve for future litigation efforts. A roll call vote was taken with the following results: Ayes – Logan, Flachsbart, Hurt and Tilman. Nays – Ohley, Keathley, McGuinness and DeCampi. President Pro-Tem Hurt voted "Aye" to break the tie and declared the motion passed. President Pro-Tem Hurt requested that payment not be processed until after the June 5, 2017 meeting in case the Mayor desired to reconsider.

Councilmember DeCampi made a motion, seconded by Councilmember Keathley, to approve the purchase of the integrated add-on module to the City's current court software (Justware), to satisfy the Missouri Supreme Court changes in operational instructions. This software purchase requires an initial transfer of \$18,000 from the General Fund – Fund Reserves. Purchase of this software will also increase the annual software maintenance costs by \$12,000. A roll call vote was taken with the following results: Ayes – Tilman, Flachsbart, DeCampi, McGuinness, Keathley, Hurt, Logan and Ohley. Nays – None. Whereupon President Pro-Tem Hurt declared the motion passed.

Councilmember DeCampi made a motion, seconded by Councilmember Keathley, to rescind Council's prior approval of the "Meet the Legislators" event as well as the \$3,000 fund transfer.

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, to amend the motion to rescind, and allow the event to proceed if funded by a private donor.

Councilmember Tilman made a motion, seconded by Councilmember McGuinness, to amend the motion and continue with the event with no funding, either public or private. A roll call vote was taken with the following results: Ayes – Hurt, Tilman, Keathley, McGuinness, Ohley and DeCampi. Nays – Flachsbart and Logan. Whereupon President Pro-Tem Hurt declared the motion to amend the original motion, by eliminating funding, passed. This vote supersedes the first amendment offered.

A roll call vote was taken on the original motion to rescind funding with the following results: Ayes – McGuinness, DeCampi, Ohley, Keathley, Tilman and Hurt. Nays – Logan and Flachsbart. Whereupon President Pro-Tem Hurt declared the original motion passed, as amended.

Councilmember DeCampi announced that the next meeting of this Committee has been scheduled for Monday, June 26, at 5:30 p.m.

Parks, Recreation & Arts Committee

Councilmember Randy Logan, Chairperson of the Parks, Recreation & Arts Committee, indicated that he had no report this evening and that he was working with Parks, Recreation and Arts Director Tom McCarthy to schedule a meeting in the first part of June.

Public Health & Safety Committee

Councilmember Barry Flachsbart, Chairperson of the Public Health & Safety Committee, reported that Bill No. 3152 (Revised Ordinance – Deer Hunting Regulations & Requirements) will be read for the first time under the “Legislation” portion of the agenda.

Councilmember Flachsbart announced that the next meeting of this Committee has been scheduled for Monday, May 22, at 5:30 p.m.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that The Wine & Cheese Place, located at 14748 Clayton Road, has requested an upgrade to their existing liquor license (retail sale of all kinds of packaged liquor) to retail sale of all kinds of liquor by the drink. 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 Logan made a motion, seconded by Councilmember Tilman, to approve issuance of a new liquor license to The Wine & Cheese Place. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mr. Geisel reported that Bike Stop Café, located at 17089 N. Outer 40 Road, Suite 140, has requested a new liquor license, to sell beer and wine by the drink 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 Logan made a motion, seconded by Councilmember Ohley, to approve issuance of a new liquor license to Bike Stop Café. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

Councilmember McGuinness made a motion, seconded by Councilmember Ohley, to add an additional custom generated report on the Transparency Portal of the public website to display annual compensation for Municipal Judge, Prosecuting Attorney and Assistant Prosecuting Attorney. This information is already provided through the Transparency

Portal. However, since the Judge and Prosecutors are not City employees and are compensated on a Contractual basis, their compensation is not included in the employee report, but displayed as a line item contractual expenditure in the budget document.

Councilmember Flachsbart made a motion, seconded by Councilmember Logan, to refer this issue to the Finance and Administration Committee for full vetting and recommendations by Committee and staff in order to avoid inconsistencies caused by manual duplication of data. A roll call vote was taken with the following results: Ayes – Hurt, Flachsbart, Logan and Tilman. Nays – McGuinness, Ohley, Keathley and DeCampi. President Pro-Tem Hurt voted “Aye” to break the tie and declared the motion to amend passed.

A voice vote was taken on the original motion as amended, with an affirmative result (Councilmembers Logan and Flachsbart voted “No”) and the motion was declared passed.

LEGISLATION

BILL NO. 3151 PROVIDES FOR THE APPROVAL OF A LOT SPLIT PLAT FOR LOT A1 OF THE LARRY ENTERPRISES-LYNCH HUMMER DEVELOPMENT TO CREATE A 3.107 ACRE TRACT OF LAND AND A 5.249 ACRE TRACT OF LAND, BOTH ZONED “PI” PLANNED INDUSTRIAL DISTRICT AND LOCATED ON THE NORTH SIDE OF NORTH OUTER 40 ROAD WEST OF BOONE’S CROSSING (17U520236) **(FIRST & SECOND READINGS) (DEPARTMENT OF PLANNING & DEVELOPMENT SERVICES RECOMMENDS APPROVAL)**

Councilmember Tilman made a motion, seconded by Councilmember Logan, for the first reading of Bill No. 3151. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3151 was read for the first time.

Councilmember Tilman made a motion, seconded by Councilmember Flachsbart, for the second reading of Bill No. 3151. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3151 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3151 with the following results: Ayes – Hurt, Logan, Ohley, McGuinness, Tilman, DeCampi, Keathley and Flachsbart. Nays – None. Whereupon President Pro-Tem Hurt declared Bill No. 3151 approved, passed it and it became **ORDINANCE NO. 2948**.

BILL NO. 3152 UPDATES DEER CONTROL AND DEER HUNTING REGULATIONS AND REQUIREMENTS **(FIRST READING) (PUBLIC HEALTH AND SAFETY COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Flachsbart made a motion, seconded by Councilmember DeCampi, for the first reading of Bill No. 3152. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3152 was read for the first time.

LEGISLATION – PLANNING COMMISSION

BILL NO. 3145 AMENDS THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN “NU” NON-URBAN DISTRICT TO AN “R-3” RESIDENTIAL DISTRICT FOR A 0.722 ACRE TRACT OF LAND AND “R-4” RESIDENTIAL DISTRICT FOR AN 11.883 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF OLIVE BOULEVARD, APPROXIMATELY 2,200’ EAST OF THE INTERSECTION OF OLIVE BOULEVARD AND CHESTERFIELD PARKWAY (P.Z. 17-2016 GRAND RESERVE [HARDESTY DEVELOPMENT, LLC] —18S620427, 18S620812, 18S620823, 18S640184, 18S620087, 18S620834, & 18S640205) (SECOND READING) (PLANNING COMMISSION RECOMMENDS APPROVAL)

Councilmember Tilman made a motion, seconded by Councilmember Logan, for the second reading of Bill No. 3145. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3145 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3145 with the following results: Ayes – Tilman, Logan, McGuinness, Keathley, DeCampi, Flachsbart, Ohley and Hurt. Nays – None. Whereupon President Pro-Tem Hurt declared Bill No. 3145 approved, passed it and it became **ORDINANCE NO. 2949**.

BILL NO. 3146 REPEALS ORDINANCE 2256 OF THE CITY OF CHESTERFIELD TO CHANGE THE CONDITIONS OF ATTACHMENT “A” RELATIVE TO THE “C-8” PLANNED COMMERCIAL DISTRICT FOR AN 11.35 ACRE TRACT OF LAND LOCATED EAST OF CLARKSON ROAD AND NORTH OF BAXTER ROAD (P.Z. 04-2017 DIERBERGS THE MARKET PLACE (AMENDMENT)) (SECOND READING) (PLANNING COMMISSION RECOMMENDS APPROVAL)

Councilmember Tilman made a motion, seconded by Councilmember Ohley, for the second reading of Bill No. 3146. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3146 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3146 with the following results: Ayes – Ohley, Flachsbart, Hurt, DeCampi, Tilman, McGuinness, Keathley and Logan. Nays – None. Whereupon President Pro-Tem Hurt declared Bill No. 3146 approved, passed it and it became **ORDINANCE NO. 2950**.

BILL NO. 3148 REPEALS ORDINANCE 2791 OF THE CITY OF CHESTERFIELD TO CHANGE THE CONDITIONS OF ATTACHMENT “A” RELATIVE TO THE “PI” PLANNED INDUSTRIAL DISTRICT FOR A 1.95 ACRE TRACT OF LAND LOCATED AT 16625 OLD CHESTERFIELD ROAD AND 16635 OLD CHESTERFIELD ROAD. (P.Z. 16-2016 EJ PROPERTIES {16625 & 16635 OLD CHESTERFIELD ROAD}) **(FIRST READING) (PLANNING COMMISSION RECOMMENDS APPROVAL; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL, AS AMENDED)**

Councilmember Tilman made a motion, seconded by Councilmember Ohley, for the first reading of Bill No. 3148. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3148 was read for the first time.

Councilmember Tilman made a motion, seconded by Councilmember Flachsbarth, to amend Bill No. 3148 to include the language of the green sheet amendment. A voice vote was taken with a unanimous affirmative result and the motion was passed.

BILL NO. 3149 AMENDS ARTICLE 3 SECTION 03-06 USE TABLE FOR RESIDENTIAL DISTRICTS AND ARTICLE 4 SECTION 04-01 SITE AND BUILDING DESIGN TABLE OF THE UNIFIED DEVELOPMENT CODE (P.Z. 06-2017 CITY OF CHESTERFIELD (UNIFIED DEVELOPMENT CODE ARTICLES 3 AND 4) **(FIRST READING) (PLANNING COMMISSION RECOMMENDS APPROVAL)**

Councilmember Tilman made a motion, seconded by Councilmember Ohley, for the first reading of Bill No. 3149. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3149 was read for the first time.

BILL NO. 3150 PROVIDES FOR THE APPROVAL OF A RECORD PLAT FOR THE SUMMIT—TOPGOLF SUBDIVISION, A 22.218 ACRE TRACT OF LAND ZONED “PC” PLANNED COMMERCIAL DISTRICT LOCATED NORTH OF NORTH OUTER 40 ROAD AND EAST OF BOONE’S CROSSING **(FIRST & SECOND READING) (PLANNING COMMISSION RECOMMENDS APPROVAL)**

Councilmember Tilman made a motion, seconded by Councilmember Ohley, for the first reading of Bill No. 3150. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3150 was read for the first time.

Councilmember Tilman made a motion, seconded by Councilmember Logan, for the second reading of Bill No. 3150. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3150 was read for the second time.

A roll call vote was taken for the passage and approval of Bill No. 3150 with the following results: Ayes – Logan, Hurt, Flachsbart, Keathley, DeCampi, Ohley, McGuinness and Tilman. Nays – None. Whereupon President Pro-Tem Hurt declared Bill No. 3150 approved, passed it and it became **ORDINANCE NO. 2951**.

ADJOURNMENT

There being no further business to discuss, President Pro-Tem Hurt adjourned the meeting at 8:28 p.m.

President Pro-Tem Daniel I. Hurt

ATTEST:

Vickie J. Hass, City Clerk

APPROVED BY CITY COUNCIL: _____

UPCOMING MEETINGS/EVENTS

- A. **Thursday, June 8, 2017** – Planning and Public Works (5:45pm)
- B. **Monday, June 12, 2017** – Planning Commission (7pm)
- C. **Monday, June 19, 2017** – Next City Council meeting (7pm)
- D. **Monday, June 26, 2017** – Finance and Administration Committee (5:30 pm)

APPOINTMENTS

Proposed Resolution

Mayor Nation has offered the re-appointment of Timothy Andrew Engelmeyer, Engelmeyer & Pezzani, LLC as the City's Prosecuting Attorney to another four year term.

At its meeting on Monday 5/21/2017, the Public Health and Safety Committee unanimously recommended that Mayor Nation proceed with the re-appointment of Mr. Engelmeyer as Prosecuting Attorney. Please note that the resolution has been amended to reflect the appointment of Mr. Engelmeyer and his firm for this office, which would facilitate Mr. Pezzani and other members of the firm to assist in this capacity.

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF CHESTERFIELD, MISSOURI RE-APPOINTING
TIMOTHY ANDREW ENGELMEYER AND THE FIRM OF ENGELMEYER PEZZANI
LLC FOR A FOUR YEAR TERM AS THE PROSECUTING ATTORNEY FOR THE
CITY OF CHESTERFIELD EFFECTIVE JUNE 6TH, 2017.**

WHEREAS, Mr. Tim Engelmeyer currently serves as the City's Prosecuting Attorney; and,

WHEREAS, the current term of the Prosecuting Attorney expired on May 7th, 2017; and,

WHEREAS, Mayor Bob Nation, pursuant to the power and authority vested in the Mayor to appoint positions granted to him pursuant to Section 77.370 R.S.Mo, and Section 2-153 of the Chesterfield City Code, has offered the re-appointment of Mr. Tim Andrew Engelmeyer and the firm of Engelmeyer Pezzani LLC as the City's Prosecuting Attorney, for an additional four year term effective June 6th, 2017; and,

WHEREAS, the Public Health and Safety Committee of City Council has unanimously recommended the re-appointment of Mr. Engelmeyer and the firm of Engelmeyer Pezzani LLC,

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

Section 1. Mr. Timothy Andrew Engelmeyer and the firm of Engelmeyer Pezzani LLC shall assume the position of Prosecuting Attorney for the City of Chesterfield, Missouri.

Section 2. The term of this appointment shall be for a period of four (4) years, effective June 6th, 2017.

PASSED BY THE CITY COUNCIL OF CHESTERFIELD THIS FIFTH DAY OF JUNE, 2017.

Respectfully Submitted,

Presiding Officer

Bob Nation, Mayor

Attest: _____
Vickie Hass, City Clerk

PLANNING AND PUBLIC WORKS COMMITTEE

The Planning and Public Works Committee met on Thursday, May 18th at which time they made several recommendations which require action by City Council at the June 5, 2017 City Council meeting.

Bill No. 3153 - Placement of Solid Waste Containers

(First Reading) (PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL, AS AMENDED)

As Planning and Development Services Director - Justin Wyse's describes in greater detail in his attached memo, the proposed ordinance modifies language regarding the storage location for solid waste containers and adds language to clarify and ensure consistency of how complaints are received by the City.

Bill No. 3154 - P.Z. 14-2016 18331, 18333 & 18335 Chesterfield Airport Rd. (LSL I, LLC and LSL II, LLC)

(First Reading) (PLANNING COMMISSION RECOMMENDS APPROVAL; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL, AS AMENDED.)

As Planning and Development Services Director - Justin Wyse's describes in greater detail in his attached memo, the Planning and Public Works Committee offered a green sheet amendment related to access and the location of future Olive Street Road extension. **Green Sheet Amendment Provided**

The following bills are scheduled for Second Reading:

Bill No. 3148 - P.Z. 16-2016 EJ Properties (16625 & 16635 Old Chesterfield Rd.)

(Second Reading) (PLANNING COMMISSION RECOMMENDS APPROVAL; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL, AS AMENDED.)

As more detailed in the report from Director of Planning and Development Services Justin Wyse, Bill 3148 was amended by the PPW Greensheet at the Council meeting on 5/15/2017. The bill, as provided, is the amended bill.. The Planning and Public Works Committee recommends approval as amended.

The following bill is being forwarded directly from Planning Commission:

Bill No. 3157 - Warwick on White Road - Record Plat

(First & Second Reading) (PLANNING COMMISSION RECOMMENDS APPROVAL)
AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENT FOR THE WARWICK ON WHITE ROAD SUBDIVISION, AN 8.31 ACRE TRACT OF LAND ZONED "R-2" RESIDENCE DISTRICT LOCATED SOUTHEAST OF THE INTERSECTION OF WHITE ROAD AND GREENTRAILS DRIVE.

Bill No. 3149 - P.Z. 06-2017 City of Chesterfield (Unified Development Code - Articles 3 and 4)

(Second Reading) (PLANNING COMMISSION RECOMMENDS APPROVAL.) As Planning and Development Services Director - Justin Wyse's describes in greater detail in his attached memo, the Planning and Public Works Committee recommends

approval of the bill which corrects two identified errors in the Unified Development Code.

2017 Public Works Facility Roof

The Public Works Department publicly opened bids for the 2017 Public Works Facility Roof Replacement Project on May 23, 2017. The results of the bid opening are detailed in the attached memorandum from Senior Civil Engineer Chris Krueger. After reviewing the bids, Staff recommends the project be awarded to the low bidder, Greg Glandt Roofing Incorporated in the amount of \$96,000. This figure includes the bid amount (\$89,000) and a modest contingency to account for any changes orders which may become necessary during the Project. Greg Glandt Roofing has successfully performed similar work in the St. Louis area, and has positive references checked by Public Works Staff.

Next Meeting

The next meeting of the Planning and Public Works Committee is scheduled for Thursday, June 8, 2017 at 5:45 pm.

As always, if you have any questions, please contact me prior to Monday's meeting.

MEMORANDUM

TO: Mike Geisel, City Administrator

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

SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, May 18, 2017



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, May 18, 2017 in Conference Room 101.

In attendance were: **Chair Guy Tilman** (Ward II), **Councilmember Barry Flachsbart** (Ward I), **Councilmember Dan Hurt** (Ward III), and **Councilmember Michelle Ohley** (Ward IV).

Also in attendance were: Planning Commission Chair Stanley Proctor; Jim Eckrich, Director of Public Works/City Engineer; Jessica Henry, Senior Planner; and Kathy Juergens, Recording Secretary.

The meeting was called to order at 5:45 p.m.

I. APPROVAL OF MEETING SUMMARY

A. Approval of the May 4, 2017 Committee Meeting Summary

Chair Tilman made a motion to approve the Meeting Summary of May 4, 2017. The motion was seconded by Councilmember Flachsbart and passed by a voice vote of 4-0.

II. UNFINISHED BUSINESS

A. Placement of Solid Waste Containers

STAFF REPORT

Jim Eckrich, Director of Public Works/City Engineer, presented two draft ordinances restricting the placement of solid waste containers. As directed by the PPW Committee, Staff has included the language regarding registering complaints that is included in other sections of Code.

Mr. Eckrich further explained that Draft Ordinance A is the current Ordinance with the above language included. Draft Ordinance B states that "containers shall be stored inside the garage or within any side or rear yard, such that the containers are not visible from a street which abuts the property" and also includes the language above.

DISCUSSION

Councilmember Flachsbart made a motion to forward both Draft Ordinances to City Council for further discussion and approval.

The above motion failed for lack of a second. **Councilmember Ohley** made a motion to amend **Draft Ordinance B** as follows and forward to City Council with a recommendation for approval:

Containers shall be stored inside the garage or within any side or rear yard such that the containers are screened in such a manner that they 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.

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

Discussion after the motion

There was further discussion regarding anonymous complaints and **Mr. Eckrich** stated that anyone registering a complaint must disclose their name and address as outlined in Section 7 of the City Code.

Note: One Bill, as recommended by the Planning & Public Works Committee, will be needed for the June 5, 2017 City Council Meeting. See Bill #

[Please see the attached report prepared by Justin Wyse, Director of Planning and Development Services, for additional information on Placement of Solid Waste Containers.]

- B. P.Z. 14-2016 18331, 18333 & 18335 Chesterfield Airport Rd. (LSL I, LLC and LSL II, LLC.):** A request for a zoning map amendment from a "M3" Planned Industrial District to a "PC" Planned Commercial District for a 16.0 acre area of land at 18331, 18333 and 18335 Chesterfield Airport Rd., located at the northwest side of the intersection of Chesterfield Airport Rd. and Spirit of St. Louis Blvd. (17V410060, 17V410026 and 17V410037).

STAFF REPORT

Jessica Henry, Senior Planner, stated that at the May 4, 2017 PPW meeting, Staff was directed to amend Section I.I.3 of the Attachment "A" to address access to the subject site from the future Olive Street Road extension in the event that the extension became a State road. The Green Sheet amendment is as follows:

Section I. Access/Access Management

- 1. At such time that the Olive Street Road extension becomes a State roadway under the jurisdiction of MoDOT, the northern access point to this roadway shown on the Preliminary Site Plan attached hereto as Attachment "B" shall be terminated as directed by the City of Chesterfield.*

In addition to the Green Sheet amendment, Staff recommends that the following language be added to Section I to clarify that the street alignment shown on the Preliminary Plan is not necessarily the final alignment. The right-of-way could shift depending upon St. Louis County's determination of the final alignment.

The final alignment of the Olive Street Road extension shall be as directed by the City of Chesterfield and St. Louis County Department of Transportation. Should the final alignment differ from the Preliminary Site Plan, attached hereto as Attachment "B," the

developer shall dedicate the right-of-way necessary to achieve the final alignment upon request of the City of Chesterfield and/or St. Louis County Department of Transportation.

DISCUSSION

There was further discussion regarding St. Louis County's right to disallow an access point onto Olive Street Road at such time the roadway is extended.

Councilmember Flachsbart made a motion to modify the Green Sheet amendment to include that St. Louis County may terminate the northern access point if desired. The motion was seconded by Councilmember Hurt and passed by a voice vote of 4-0.

Councilmember Flachsbart made a motion to forward P.Z. 14-2016 18331, 18333 & 18335 Chesterfield Airport Rd. (LSL I, LLC and LSL II, LLC.), as per the revised Green Sheet amendment and additional amendment recommended in the Staff report, to City Council with a recommendation to approve. The motion was seconded by Councilmember Ohley 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 June 5, 2017 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. 14-2016 18331, 18333 & 18335 Chesterfield Airport Rd. (LSL I, LLC and LSL II, LLC.).]

III. NEW BUSINESS

A. CNG Cargo Van

STAFF REPORT

Jim Eckrich, Director of Public Works/City Engineer, stated that as part of the original Compressed Natural Gas (CNG) Fleet and Fueling Station grant, City Council voted to proceed with the construction of the fueling station and the purchase of nine CNG trucks. However, the cargo van and three of the 1.5 ton trucks were removed from the project due to lack of bids. Staff has since learned that the CNG package for those vehicles has not yet been approved, which is the likely reason that no bids were received.

After reviewing the budget, Mr. Eckrich recommends postponing the purchase of the three 1.5 ton trucks until next year and to proceed with the purchase of a gas-fueled cargo van at this time. The cargo van can be purchased for \$24,312 through the Missouri State Bid program utilizing existing funds budgeted within the Vehicle Maintenance Division of the General Fund. The van will be utilized by facility maintenance personnel and will replace an existing truck.

Councilmember Hurt made a motion to recommend that City Council approve the purchase of a gas-fueled cargo van in the amount of \$24,312. The motion was seconded by Councilmember Flachsbart and 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 the purchase of a cargo van.]

B. Wilson Avenue Signage

STAFF REPORT

Jim Eckrich, Director of Public Works/City Engineer, reported that there are 12 City street signs on Wilson Avenue of which 7 read "Wilson Road" and 5 read "Wilson Avenue." Staff reviewed the history of Wilson Avenue and found that the majority of the subdivision plats reference Wilson Avenue and the U.S. Post Office and St. Louis County both use the name "Wilson Avenue." Accordingly, Staff is recommending that all the signage be adjusted to read "Wilson Avenue." Both Google and Wunnenberg, however, list the road as Wilson Road, therefore, if approved, Staff will contact both agencies to have the name corrected.

Councilmember Hurt made a motion to accept Staff's recommendation to change Wilson Road signage to Wilson Avenue after coordinating the change with other agencies. The motion was seconded by Councilmember Flachsbart and passed by a voice vote of 4-0.

It was agreed that Staff will provide a brief summation for Chair Tilman to present to City Council informing them that a change in signage was approved.

IV. OTHER

Planning Commission Chair, Stanley Proctor, announced that this will be his last PPW meeting. His term expires June 5 and he has decided to retire. The Planning Commission Vice Chair will step into his position subject to Council approval. He thanked the Committee for working with him and stated he appreciates the service they provide to the City of Chesterfield.

Mr. Proctor was commended for the manner in which he has conducted the Planning Commission meetings and the Committee thanked Mr. Proctor for his dedicated service.

V. ADJOURNMENT

The meeting adjourned at 6:17 p.m.

City Council Memorandum

Department of Planning & Development Services



To: Michael O. Geisel, City Administrator
From: Justin Wyse, Director of Planning and Development Services
Date: May 22, 2017
CC Date: June 5, 2017
RE: Placement of Solid Waste Containers

Sec Bill #3153

The attached ordinance resulted from the Planning and Public Works Committee's discussion regarding the placement of solid waste containers. The proposed ordinance modifies language regarding the storage location for solid waste containers and adds language to clarify and ensure consistency of how complaints are received by the City.

The topic was discussed at the Planning and Public Works Committee over several meetings. The Committee, by a vote of 4-0, has recommended approval of the attached ordinance to City Council at their May 18th, 2017 meeting.

City Council Memorandum

Department of Public Services



To: Michael O. Geisel, City Administrator
From: Justin Wyse, Director of Planning and Development Services
Date: May 22, 2017
CC Date: June 5, 2017

Re: **P.Z. 14-2016 18331, 18333 & 18335 Chesterfield Airport Rd. (LSL I, LLC and LSL II, LLC.)**: A request for a zoning map amendment from a "M3" Planned Industrial District to a "PC" Planned Commercial District for a 16.0 acre area of land at 18331, 18333 and 18335 Chesterfield Airport Rd., located at the northwest side of the intersection of Chesterfield Airport Rd. and Spirit of St. Louis Blvd. (17V410060, 17V410026 and 17V410037).

See Bill #3154

Summary

Nasrallah Global RE Services has submitted a request for a zoning map amendment from a "M3" Planned Industrial District to a "PC" Planned Commercial District. The request includes three parcels totaling 16.0 acres of land located at the northwest side of the intersection of Chesterfield Airport Road and Spirit of St. Louis Boulevard.

A Public Hearing for this request was held on December 12, 2016 and resulted in numerous issues being identified. Subsequently, this project was placed on the March 27, 2017 Planning Commission agenda for a discussion of the issues. At that time, no additional issues were raised. The project was then placed on the April 24, 2017 Planning Commission agenda and the Planning Commission recommended approval of this change of zoning with one amendment by a vote of 8-0.

At the May 4, 2017 Planning and Public Works Committee meeting, a motion was passed by a vote of 4-0 to amend Section I.I.3 of the Attachment "A" regarding access.

The amendment was reviewed at the May 18, 2017 Planning and Public Works Committee meeting, where it was recommended by a vote of 4-0 for approval along with two additional amendments regarding access and the location of the Olive Street Road extension. These amendments are reflected in the attached Green Sheet.

Attached to this report, please find a copy of the Green Sheet Amendments, legislation, Attachment "A", and Preliminary Development Plan.

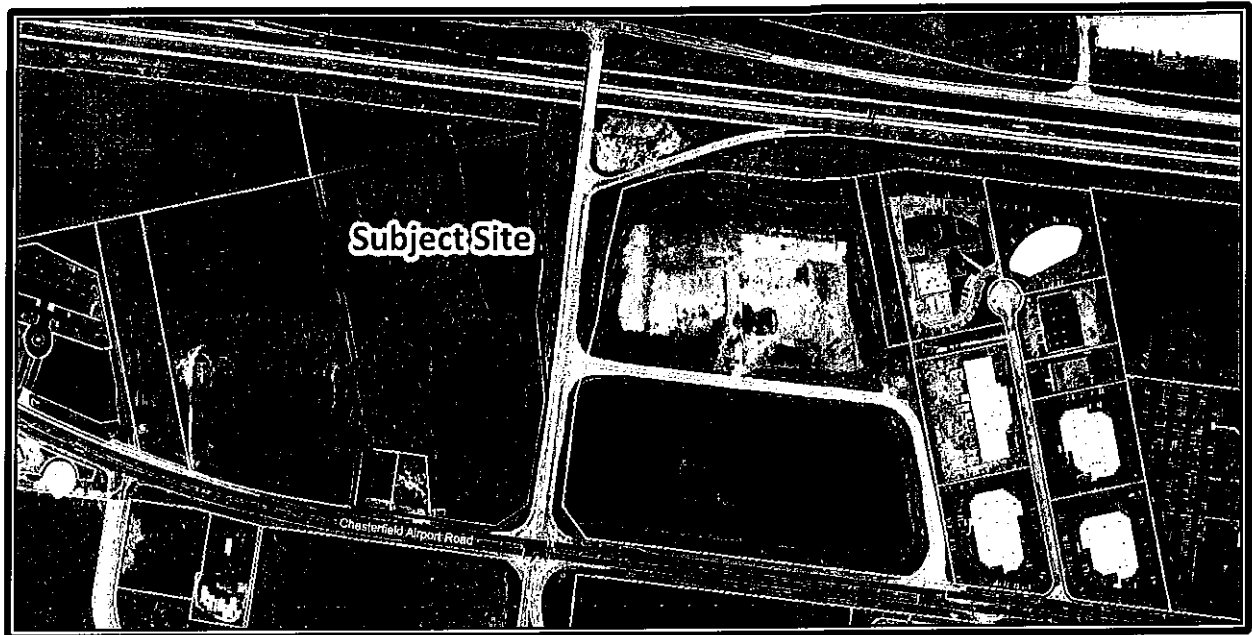


Figure 1. Aerial Photograph

City Council Memorandum

Department of Public Services



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning and Development Services

Date: May 5, 2017

CC Date: May 15, 2017

RE: **P.Z. 16-2016 EJ Properties (16625 & 16635 Old Chesterfield Rd):** A request for an amendment to City of Chesterfield Ordinance 2791 to add permitted uses within an existing "PI" Planned Industrial District (LPA) for an 1.95 acre tract of land located at 16625 and 16635 Old Chesterfield Road (17T310379).

see Bill NO.
3148

EJ Properties has submitted a request for an amendment to an existing "PI" Planned Industrial District. As stated in the submitted written narrative, the applicant wishes to add outdoor sales, farmer's market, and sno cone stand to the list of permitted uses. In order to provide these uses on site, the applicant would require flexibility from the standard UDC parking requirements for number of spaces. The UDC allows flexibility from this code requirement to be granted because of the Landmark Preservation Area (LPA) Overlay. This flexibility must be granted by City Council with recommendations from the City of Chesterfield Planning Commission and the Chesterfield Historic and Landmark Preservation Committee (CHLPC).

The public hearing was held on December 12, 2016, at which time a number of issues were raised regarding the types of materials that would be sold outdoors, the need for clarification of where additional parking would go, and the hours of operation. Additionally, due to the LPA overlay designation, the item would need to be reviewed by the Chesterfield Historic and Landmark Preservation Committee (CHLPC).

The CHLPC reviewed the request in January and recommended approval, deeming the uses to be consistent and in keeping with the character of the area. The petitioner addressed the issues discussed at the Public Hearing, and an issues meeting was held on April 10, 2017. At the issues meeting, the Commission continued to have issues with the hours of operation and requested information about surrounding hours of operation. This information was collected by Staff and a subsequent vote meeting was held on April 25, 2017. At that time the Planning Commission's motion to approve passed by a vote of 5 to 3.

The request was subsequently reviewed by the Planning and Public Works Committee on May 4, 2017 at which time the Committee made a motion to approve with an amendment to the existing permitted use j. which allows the outdoor storage of vehicles. The amendment limits said storage to one hundred and fifty (150) feet and

requires screening from the Old Chesterfield Road right-of-way. The amended motion passed by a vote of 4-0.

Attached to the legislation, please find a copy of the Green Sheet Amendment, Attachment A, and Project Narrative.



City Council Memorandum

Department of Public Services



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning and Development Services

Date: May 5, 2017

CC Date: May 15, 2017

RE: **P.Z. 06-2017 City of Chesterfield (Unified Development Code- Articles 3 and 4)**

See Bill NO.
3149

The Unified Development Code (UDC) was approved and adopted by the City Council in June of 2014. The purpose of this project is to amend portions of Articles 3 and 4 of the UDC. A Public Hearing was held before the Planning Commission on March 27, 2017. At that meeting, the Planning Commission passed a motion to approve the proposed amendments with one additional amendment by a vote of 8-0.

This project was reviewed at the May 4, 2017 Planning and Public Works Committee meeting where a motion to forward the amendments to City Council was passed by a vote of 4-0.

Information regarding the proposed amendments follows.

Amendment 1: Article 3-06 – Zoning Districts and Uses: Use Table for Residential Districts

The first set of necessary amendments is located within Article 03-06 “Residential Use Table” of the UDC. The revisions to Article 3 will clarify a small number of permitted uses in the Use Table for Residential Districts. These revisions are necessary due to unintentional changes that occurred to the “LLR” Large Lot Residential District, “R-4” Residential District, and the “R-5” Residential District. In general, the new UDC states that Livestock and Stables are permitted in the LLR District, that Multi-Family and Single Family Attached homes are permitted in the R-4 and that Multi-Family is permitted in the R-5. However, these are incorrect and are not permitted in the R-4 or R-5 Districts and the Livestock/Stables use are conditional uses only.

Amendment 2: Article 4-01 – Development Requirements and Design Standards: Architectural Review Design Standards

The Site and Building Design Table of UDC Section 04-01 incorporating the following two Article 4 amendments into the Residential Architecture and Multifamily Architecture portions of this table is attached to this report. Note that

the first amendment below is the PPW directed revision and the second amendment below is the additional recommendation made by the Planning Commission during the Public Hearing and discussed at the outset of this report.

1. Primary building material shall be extended and installed so that no more than twelve (12) inches of concrete foundation wall is exposed.
2. Use architectural elements and materials matching the front façade on the sides and rear of the structure where the ~~front~~ façade is visible from streets external to the subdivision.

Attachment

1. Article 3 and 4 Code Updates

City Council Memorandum

Department of Public Services



To: Michael O. Geisel, City Administrator
From: Justin Wyse, Director of Planning and Development Services
Date: May 24, 2017
CC Date: June 5, 2017

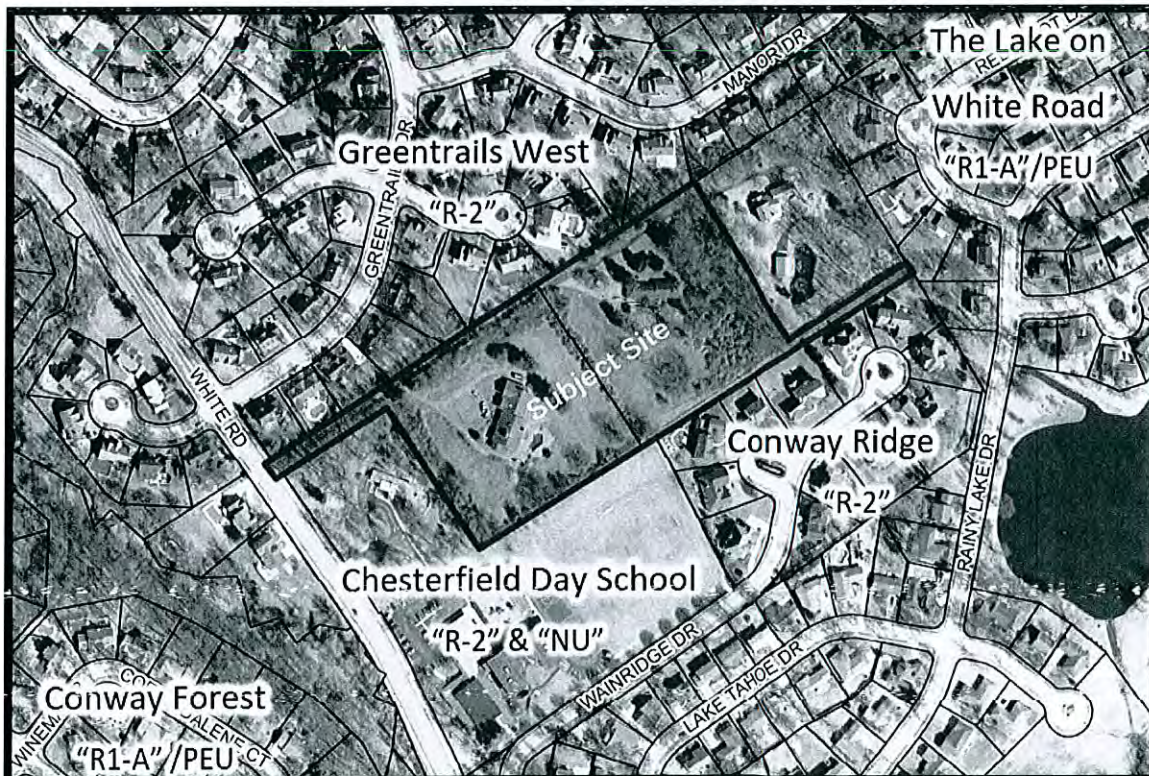
Re: Warwick on White Road Record Plat: A Record Plat for an 8.31 acre tract of land zoned "R-2" Residence District and located southeast of the intersection of White Road and Greentrails Drive.

see Bill 3157

Stock and Associates Consulting Engineers, Inc., on behalf of Fischer and Frichtel Custom Homes, LLC, has submitted a request for a Record Plat for an 8.31 acre tract which proposes ten (10) new lots, various areas of common ground, and two interior streets. The purpose of this plat is to establish the ten (10) lots for development and to provide for necessary infrastructure.

On March 27, 2017, the Planning Commission recommended approval of the Record Plat for the Subdivision of Warwick on White Road with a vote of 8-0.

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



FINANCE AND ADMINISTRATION COMMITTEE

The Finance and Administration Committee met on Monday, May 8th, at which time they acted on two items which require action by City Council at the June 5, 2017 City Council meeting.

Release of Emails

The Finance and Administration Committee recommended, by a vote of 3 -1, to release the e-mails between Prosecuting Attorney Tim Engelmeyer and former Councilmember Connie Fults, which had previously been deemed privileged closed records, regarding a municipal code violation for visible placement of solid waste containers. The Committee specifically requested that action on this item be deferred until the 6/5/2017 meeting of City Council.

Proposed Policy - Restructuring of the Management Information Systems Citizens Advisory Committee

The Finance and Administration Committee unanimously recommended approval of a policy to reduce the total number of members on the MIS Citizen's Advisory Committee. This recommendation was jointly offered by the Chair of the Committee and Staff, who expressed that the smaller sized committee could more effectively address the technical issues that they are charged with.

The next meeting of the Finance and Administration Committee is scheduled for Monday, June 26th, 2017.

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



Community Services & Economic Development
636-537-6721

MEMO

DATE: May 3, 2017

TO: Mike Geisel, City Administrator

FROM: Libbey Tucker *Libbey*
Assistant City Administrator

COPY: Matt Haug, Information Technologies Director

RE: Composition of Management Information Systems Citizens Advisory Committee

*Please forward to
F&A Committee for
review & recommendation.
met
5/4/2017*

Currently all citizens committees are structured to have 17 members - four from each ward and one at-large. The Management Information Systems Citizens Advisory Committee (MISCAC) chairperson, Scott Berlinger and Matt Haug, Information Technologies Director, are proposing to reduce the size to nine total members - two from each Ward and one at-large. The committee has never had more than eight members and due to the nature of the technical discussions and knowledge required to be effective on this committee, a size larger than this could be difficult to manage and have constructive meetings.

The current membership roster is attached and you will see that there are three members from Ward 1. We propose that the most recent appointment, Rose Dunn, would become the at-large representative. Openings from Ward IV would still need to be filled.

I concur with Mr. Haug and Mr. Berlinger in their recommendation. The committee meets only as-needed and provides technical guidance and recommendations to the Information Technologies staff. They are a very beneficial and important committee for the City, and we would like to maintain their effectiveness by proposing this reduction in committee size.

Please contact me or Mr. Haug should you have any questions prior to the F&A Committee meeting.

MIS CITIZENS ADVISORY COMMITTEE
(Finance & Administration)
(2-Year Term)

Barry Gross
14406 Marmont
Chesterfield, MO 63017
314-878-4810 – h
314-535-1455, X276 – w
bgross5222@msn.com
Ward I
Term expires 7/1/18

David Arbogast
13555C Coliseum Drive
Chesterfield, MO 63017
314-439-5096 – h
Dave@DavidArbogast.com
Ward I
Term expires 7/14/17

Rose Dunn
1048 White Road
Chesterfield, MO 63017
314-209-7800
rose.dunn@firstclasssolutions.com
Ward I
Term expires 2/22/19

Chuck Forgue
1578 Foxham Drive
Chesterfield, MO 63017
636-536-4860- h
314-498-6865 – w
chuck.forgue@charter.net
Ward II
Term expires 9/5/17

Mike Hammel
1819 Shadywood Court
Chesterfield, MO 63017
314-369-6940
mhammel110@gmail.com
Ward II
Term expires 4/3/19

Scott Berlinger, Chair
14659 Mill Spring Ct.
Chesterfield, MO 63017
636-532-9295 – h
636-449-8108 – w
314-368-8636 - cell
SLBerlinger@gmail.com
Ward III
Term expires 9/5/17

John Selestak
15027 Valley Ridge Dr.
Chesterfield, MO 63017
636-530-7994 – h
j.selestak@sbcglobal.net
Ward III
Term expires 9/5/17

Council Liaison

Note: The latest revisions are italicized.

**CITY OF CHESTERFIELD
POLICY STATEMENT**

CITY COUNCIL

NO.

SUBJECT **Composition of Management
Information Systems Citizens Advisory
Committee**

INDEX

**CITY
COUNCIL**

DATE 6-5-2017
ISSUED

DATE
REVISED

POLICY

Due to the technical nature of the subject matter discussed and the need to maintain effectiveness, the composition of the Management Information Systems Citizens Advisory Committee shall be a total of 9 members – two from each of the four City Council Wards and one at-large member.

RECOMMENDED BY:

Finance & Administration Committee
Department Head/Council Committee (if applicable)

5-8-2017
Date

APPROVED BY:

City Administrator

Date

City Council (if applicable)

Date

PARKS RECREATION AND ARTS COMMITTEE

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

PUBLIC HEALTH AND SAFETY COMMITTEE

Bill NO. 3155 – AN ORDINANCE TO REGULATE UNMANNED AIRCRAFT SYSTEMS (DRONES)

This Ordinance is to regulate the use of drones or Unmanned Aircraft Systems (UAS) in order to protect the safety and privacy of citizens. The Ordinance falls within FAA regulations and is enforceable under those regulations. In addition to addressing public safety, it requires that the operator possess an FAA Commercial Remote Pilot Certificate and display it upon request. The motion to forward the proposed ordinance to City Council was approved 3-0 at the May 22 Public Health & Safety Committee Meeting.

Bill NO. 3156 – AN ORDINANCE AMENDING SECTION 21-77 TO CHAPTER 21, ARTICLE VI OF THE CHESTERFIELD CITY CODE RELATING TO THE REGULATION OF RENTING OF SINGLE-FAMILY DWELLINGS.

This Ordinance is to regulate/prohibit the rental of homes as vacation rentals for period of thirty days or less. Due to the popularity of web sites like AirBnB and others, it has become increasingly popular for residents in single family dwellings to rent out rooms or entire properties on a temporary basis. The motion to forward the proposed ordinance to City Council was approved 3-0 at the May 22 Public Health & Safety Committee Meeting.

Body Worn Camera

The Public Health and Safety Committee recommended that staff proceed with a no obligation, one year field test program of police body cameras offered by Axon (formerly TASER). At the meeting, Chief Johnson briefed the PH&S Committee on the field test program offered by the Axon Police Equipment manufacturer (formerly TASER). The company is offering to provide, Body Worn Cameras (BWC's) for all our officers along with all necessary "back-office" storage and retrieval equipment/capabilities for a full one year period. At the conclusion of the one year period we have the option of returning all equipment with no cost or obligation, or to negotiating a purchase of the equipment if we should so choose.

The police department has been contemplating equipping our officers with BWC's and have tested and evaluated various manufacturers models of BWC's over the course of the last year, including the Axon model. They have determined, as have many other police agencies, that the Axon product meets and/or exceeds the requirements of most law enforcement agencies.

Therefore, I join with Chief Johnson, the command staff and the PH&S Committee in recommending that the City Council endorse the City's participation in this trial program to further test and evaluate both the product and the application of the BWC's within our operations with literally no obligation. The PH&S Committee was unanimous in their endorsement

The following bill is scheduled for Second Reading:

Bill No. 3152 – Revised Ordinance – Deer Hunting Regulations & Requirements

At the Public Health & Safety Committee meeting on February 27, 2017, a Committee Meeting of the Whole, The Committee directed staff to prepare revisions

to our current ordinance which regulates deer hunting with in the City. The direction for revision included reducing the liability insurance requirement for hunters from \$2,000,000.00 to \$1,000,000.00 and to reduce the land requirement from one (1) acre to one half (1/2) acre in area. All other portions and sections remain unchanged.

The next meeting of the Public Health and Safety Committee has not been scheduled.

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

MEMORANDUM

DATE: May 23, 2017

TO: Mike Geisel, City Administrator

FROM: Chief Ray Johnson

SUBJECT: PUBLIC HEALTH & SAFETY COMMITTEE

The Public Health and Safety (PH&S) Committee met on Monday, May 22, 2017. Those in attendance included Chairperson Barry Flachsbart Councilmember - Ward I, Councilmember Guy Tillman, Ward II, Councilmember Dan Hurt, Ward III, Councilmember Tom Michelle Ohley, Ward IV, Mayor Bob Nation, Councilmember Barb McGuinness, Ward I, Councilmember Ben Keathley, Ward II, Chief Ray Johnson and City Administrator Mike Geisel. Those also in attendance included City Attorney Chris Graville, Captain Ed Nestor and City Prosecuting Attorney Tim Engelmeyer. Several citizens were also in attendance

The meeting was called to order at 5:30 PM, by Chairperson Barry Flachsbart.

I. Approval of Minutes – February 27, 2017

Councilmember Tillman motioned and Councilmember Ohley seconded to approve the minutes of the February 27, 2017 Public Health and Safety Committee meeting. The motion carried 3-0.

(Councilmember Hurt arrived at 5:35 PM)

II. Selection of Vice-Chairperson and Liaisons to Police Personnel Board and CAPY

Councilmember Flachsbart motioned and Councilmember Tillman seconded to appoint Councilmember Ohley to serve as Vice-Chairperson of the Public Health & Safety Committee. The motion carried 4-0.

Councilmember Tillman motioned and Councilmember Ohley seconded to appoint Councilmember Flachsbart as liaison to the Police Personnel Board and to CAPY. The motion carried 4-0.

III. Prosecuting Attorney and Court Review

At the request of Councilmember Barry Flachsbart, Prosecuting Attorney Tim Englemeyer presented information regarding controversial cases adjudicated in the Chesterfield Municipal Court.

Prosecuting Attorney Englemeyer noted that he selected a sample of 14 cases that had been criticized by a local blogger. He addressed the practice of plea bargaining and amendments to these cases. Prosecuting Attorney Englemeyer addressed each of these cases individually from the initial report to the final outcome of each case. In each of these cases, he provided case evidence of each step of the court hearings. He informed the Committee members that each of these cases have been reported incorrectly by the blogger.

Prosecuting Attorney Englemeyer advised the Committee members of how plea bargaining efforts are mandated by the State Supreme Court because of number of cases. He also noted that the number of cases that are amended in Chesterfield may be the result of the fact that many defendants in this area hire attorneys to handle their cases.

Councilmember Keathley questioned how prior offenders and aggravating circumstances are handled. Prosecuting Attorney Englemeyer noted that he takes all items into account. Regarding DWI offenses, he informed those present that a Municipal Prosecutor cannot handle a third DWI offense; these are all handled at a State level. On second offense DWI, Prosecuting Attorney Englemeyer reported that he utilizes a standard sentence and conditions depending on the time between the first and second offense. Amendments to charges such as speeding depend on investigation of previous offenses as provided by REJIS and DWITS which provide a history of offenses within the State.

Councilmember Keathley inquired about Mr. Pezzani's role as an Assistant Prosecutor. Prosecuting Attorney Englemeyer replied that he has three attorneys, one paralegal, and several administrative staff that work in his law office. He noted that Mr. Pezzani's responsibility has to do with the heavy case load and not conflict cases. Conflict cases are sent to a provisional attorney.

Mayor Nation noted that the issue of conflict of interest has already been resolved.

Councilmember McGuinness inquired about Prosecuting Attorney Englemeyer's defense work. Mr. Englemeyer noted that this is a very limited part of his work as an attorney and felt his experience on both sides of issues serves the City well.

Councilmember Tillman motioned and Councilmember Hurt seconded to encourage the Mayor to move forward on the appointment of Prosecuting Attorney and to include members of the Engelmeyer law firm.

It was noted that the appointment of a Prosecuting Attorney is not a “bid for services”, but a Mayoral appointment.

Councilmember Hurt requested that Mr. Engelmeyer remove his name from defense cases. Mr. Engelmeyer agreed.

After discussion, the motion carried 4-0.

(Councilmember Hurt left the meeting at 6:25 PM)

IV. Proposed Ordinances

A. Unmanned Aircraft Systems (Drones)

Committee members reviewed a proposed ordinance that would regulate the use of drones in the City of Chesterfield. The purpose is to protect the safety and privacy of citizens.

Mr. Mike Bein spoke on behalf of the proposed ordinance as written noting that it is enforceable and follows FAA regulations.

Chief Johnson stated that there is a provision in the ordinance that gave the Chief of Police authority to waive compliance with the ordinance restrictions when appropriate and does not jeopardize safety and security of the public or any individual.

Councilmember Tilman motioned and Councilmember Ohley seconded to send this proposed ordinance to City Council with a recommendation for approval. The motion carried 3-0.

B. AirBNB

Committee members reviewed a proposed ordinance that would regulate/prohibit the rental of homes as vacation rentals for periods of thirty days or less. Chief Johnson noted that there has been an increased interest in vacation rentals of single family dwellings.

City Administrator Geisel reminded Committee members that there is an ordinance already in place that regulates boarders and that ordinance excludes family members.

Councilmember Ohley motioned and Councilmember Tilman seconded to send this proposed ordinance to City Council with a recommendation for approval. The motion carried 3-0.

V. Body Worn Cameras (BWC'S)

Chief Johnson advised the Committee members of a national field trial of body worn cameras that is being offered to all United States Police Departments including the Chesterfield Police Department. This program will provide body cameras for each police officer for one year at no cost. There is also no obligation to purchase the cameras after the year trial period is completed. Chief Johnson reported that these are excellent cameras. Mr. Geisel also noted that the Police Department has been evaluating body cameras for more than a year.

Mayor Nation inquired about support from the Chesterfield Officers community for body cameras. Chief Johnson replied that there is great support for body cameras and officers are not reluctant to use the cameras.

Councilmembers asked about the cost of body cameras. Chief Johnson estimated the cost at \$60,000.00 per year with the number of officers that the Department has at this time.

(Councilmember Hurt returned to the meeting at 6:45 PM)

Councilmember Ohley asked if this company (AXON) is the only company offering a one-year trial. Captain Nestor replied, yes. He also noted that the Police Department currently has one body camera manufactured by this company. The body camera was won in an auction at a law enforcement event. He informed the Committee members that the camera and the storage of data and ease of assessing data from the camera have worked very well for the Department.

Councilmember Tilman voiced concern regarding going out for bids for body cameras after one year when Police Officers are accustomed to the camera they have been using for one year.

Councilmember McGuinness questioned Chief Johnson about the policy for use by officers. Chief Johnson replied that there is already a written policy in effect.

Councilmember Ohley motioned and Councilmember Tilman seconded to recommend that City Council approved the agreement for the

Chesterfield Police Department to participate in the field trial for body cameras for one year at no cost to the City. The motion carried 4-0.

V. Clarkson Valley

Chief Johnson reported that the City of Clarkson Valley has approved the proposal from the City of Chesterfield to provide police services for the next five years. Chief Johnson will be meeting with the Mayor of Clarkson Valley on Thursday, May 25th, to refine the contract. The final contract should be ready for City Council at the June 19th meeting. The effective date for providing police services is July 1, 2017. Officers to patrol the area have already been selected.

There was no further business.

The next meeting will be scheduled for early July.

The meeting adjourned at 7:10 PM



Chesterfield Police Memorandum



Date: April 27, 2017

To: Mike Geisel, City Administrator

From: Chief Ray Johnson

RE: REVISED ORDINANCE - ~~DEER~~ HUNTING REGULATIONS & REQUIREMENTS

The purpose of this memorandum is to request the attached revised ordinance be moved forward to full Council for consideration and adoption.

At the Public Health & Safety Committee meeting of February 27, 2017, a Committee Meeting of the Whole, the Committee directed the revision of our current ordinance which regulates deer hunting within the City. The direction for revision was to reduce the liability insurance requirement for hunters from \$2,000,000.00 to \$1,000,000.00 and to reduce the land requirement from one (1) acre to one half (1/2) acre in area. All other portions and sections are to be retained.

The attached draft ordinance has been modified to incorporate the revisions as directed by Committee; the Public Health & Safety Committee having been a Meeting of the Whole, I now request your consideration in moving this revised ordinance directly to the full Council for their consideration and adoption.

See draft ordinance attached. If you should have any questions or concerns, please advise.

/dj

ATTACHMENT

CITY ADMINISTRATOR'S REPORT

Cargo Van

As described in greater detail by Director of Public Works\City Engineer – Jim Eckrich, the City budgeted and scheduled the purchase of a cargo van to replace the existing 2009 ½ ton pick-up truck used by the facility maintenance division. This vehicle was originally planned to be purchased as a CNG conversion vehicle, but that option is not currently available on that vehicle. Accordingly, I join with Mr. Eckrich in recommending that the City Council authorize the City Administrator to approve a purchase order with Don Brown Chevrolet for the purchase of a ¾ ton Chevrolet Express 2500 Cargo Van in an amount not to exceed \$24,312. This Cargo Van will be purchased using existing budgeted funds.

Salt and Salt Delivery (Metro Co-op) Bid Extensions

As you are aware, the City of Chesterfield manages the St. Louis APWA Metro Branch Salt cooperative, which coordinates the purchase and delivery of deicing salt for 51 cities and six school districts. In doing so, the City is able to secure a stable, reliable, and economical supply of deicing chemicals. As more fully detailed by Director of Public Works\City Engineer – Jim Eckrich, Staff recommends approval for a one year extension for the supply of deicing salt by Compass Materials at a cost of \$49.23/ton; as well as a one-year extension for salt delivery by Beelman Logistics LLC at a cost of \$8.62/ton. Both companies have agreed to extend this pricing, which is priced at competitively low levels and this would be the third year at these levels. These costs are below the 2014 bid prices and substantially below the second bidder in 2015 bid pricing. I join with Mr. Eckrich in recommending a one year extension of the current salt supply and delivery contracts with Compass Materials and Beelman Logistics LLC respectively.

2017 Public Works Facility Roof

The Public Works Department publicly opened bids for the 2017 Public Works Facility Roof Replacement Project on May 23, 2017. The results of the bid opening are detailed in the attached memorandum from Senior Civil Engineer Chris Krueger. After reviewing the bids, Staff recommends the project be awarded to the low bidder, Greg Glandt Roofing Incorporated in the amount of \$96,000. This figure includes the bid amount (\$89,000) and a modest contingency to account for any changes orders which may become necessary during the Project. Greg Glandt Roofing has successfully performed similar work in the St. Louis area, and has positive references checked by Public Works Staff. This is a budgeted item in 2017.

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

DATE: April 27, 2017

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

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

RE: Cargo Van



Jim: Please forward to PPW for review & to provide opportunity to discuss fully, mce 4/29/2017

On April 19, 2017 the City of Chesterfield City Council voted to proceed with the construction of a compressed natural gas (CNG) fueling station and the purchase of nine CNG trucks. As you know, that project originally included 13 vehicles. However, four of the vehicles (one cargo van and three 1.5 ton trucks) were removed from the project due the lack of bids. As described in the City Council memorandum detailing that project, those four vehicles were scheduled for replacement in 2015-2017 and will still need to be purchased to replace the existing vehicles.

After reviewing these vehicles and the City Budget, it is my recommendation that the City purchase the Cargo Van at this time, and defer the purchase of the three 1.5 ton trucks for one more year. The three 1.5 ton trucks will be included in the Public Works submittal of the 2018 Capital Projects Fund Budget. The Cargo Van, which was originally budgeted within the 2016 General Fund Budget at \$38,000, should be purchased at this time. The Cargo Van will be used by Facility Maintenance personnel, and will replace a 2009 Chevrolet Colorado ½ ton pickup truck. A cargo van is a more appropriate vehicle for facility maintenance, and will allow facility maintenance personnel to stock more tools and equipment, reducing travel time between the City's buildings and facilities.

A ¾ ton Chevrolet Express 2500 Cargo Van is contained within the Missouri State Bid at a cost of \$24,312, including options. The Missouri State Bid is a cooperative purchasing program created by the State of Missouri Division of Purchasing to allow governmental agencies to pool purchases in order to obtain the best price possible for vehicles and equipment. The City of Chesterfield uses cooperative purchasing programs whenever possible, in accordance with the City of Chesterfield Purchasing Policy (Chapter V, Section 2).

After carefully reviewing the 2017 Budget, I believe that this Cargo Van can be purchased utilizing existing funds budgeted within the Vehicle Maintenance Division (073) of the General Fund. Accordingly, no transfer from the General Fund – Fund Reserves will be necessary in conjunction with this purchase.

Please note that this Cargo Van was originally planned as a CNG vehicle. However, in consultation with area dealers, the City Staff has found that the CNG package designed for the Cargo Van has not yet been approved. This is likely the reason that no bids were received for the CNG Cargo Van as part of the CNG Project. Accordingly, the Cargo Van requested is a conventional gasoline vehicle. We will continue to analyze CNG / conventional fueling as part

of each vehicle purchase, and make recommendations as to the most appropriate engine based upon that analysis. In this case, it is my recommendation that we proceed with a conventional gas fueled $\frac{3}{4}$ ton Cargo Van.

Concurrence:

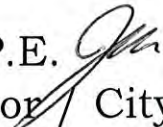

Craig White, Finance Director

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to approve a purchase order with Don Brown Chevrolet for the purchase of a $\frac{3}{4}$ ton Chevrolet Express 2500 Cargo Van in an amount not to exceed \$24,312.

DATE: May 17, 2016

TO: Michael O. Geisel, P.E.
Director of Public Services

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

RE: Metro St. Louis Cooperative Deicing Salt Program



As you know, the City of Chesterfield coordinates the purchase and delivery of deicing salt for all members of the St. Louis Metro APWA Salt Cooperative (Coop). The Coop is comprised of 51 cities and six school districts which combine their purchasing power to obtain the best price possible for deicing salt.

The City of Chesterfield, on behalf of the Coop, most recently opened bids for the purchase of deicing salt on June 17, 2015. At that time, Compass Minerals provided the low bid at a cost of \$49.23 per ton. This was significantly lower than the Coop paid in 2014, which was \$62.63 per ton, and even more significantly lower than the next lowest 2015 bid, which was \$71.17 per ton. Compass Minerals has served the Coop well and is willing to extend its 2015 prices again for an additional year. Similarly, Beelman Logistics is also willing to extend its 2015 prices for delivery (\$8.62 / ton to Chesterfield) for one additional year.

It is my recommendation that the City of Chesterfield approve the one year extension for salt by Compass Materials and salt delivery by Beelman Logistics LLC. Once approved, City Staff will execute the documents necessary to initiate the 2017/2018 salt purchase on behalf of the Coop.

The City of Chesterfield Staff is currently in the process of obtaining the orders for salt, which will comprise the two salt deliveries, one of which will occur in late 2017 (fall) and one in early 2018 (winter). Due to the mild 2016/2017 winter, the City of Chesterfield's salt dome is full, and we will not order any salt for the fall order. We will place an order for 3,000 tons of salt for the winter delivery. This will result in a total cost to the City of Chesterfield of \$173,550, which is well within budget (\$275,300). If you have questions or need additional information, please let me know.

Action Recommended

This matter should be forwarded to City Council for its consideration of approval of the salt and salt delivery one year bid extensions submitted by Compass Materials and Beelman Logistics LLC, respectively.

Concurrence:


Craig White, Finance Director



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

Date: May 16, 2017

To: Jim Eckrich, Public Works Director

From: Mike O'Connor, Superintendent of Maintenance

Re: Bids for St. Louis Metro APWA Salt Co-op

I recently contacted Sean Lierz, Senior Sales Manager – Highway Sales for Compass Minerals, to inquire if Compass Minerals would consider extending their 2015 pricing for road de-icing salt, to the “St. Louis Metro APWA Salt Cooperative” for another season.

Compass Minerals has agreed to extend the price of \$49.23 per ton for the fall 2017 through March 31, 2018.
(see attached letter)

We have been purchasing salt, for the Co-op, from Compass Minerals (aka North American Salt Company) for several years without any major issues.

I recommend that we continue purchasing road salt from Compass Minerals for the “St. Louis Metro APWA Salt Co-op” for 2017 - 2018”.



Compass Minerals
9900 W. 109th Street, Suite 100
Overland Park, KS 66210
www.compassminerals.com
913-344-9200

May 16, 2017

Mr. Michael O'Connor
Superintendent of Maintenance Operations
c/o City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Mr. O'Connor:

I hope this letter finds you well. Per your e-mail request, Compass Minerals agrees to renew the de-icing salt contract with the Metro St. Louis Salt Cooperative. The same price (\$49.23 per ton for barge delivery to St. Louis), terms and conditions as the 2016-2017 agreement would apply through March 31, 2018. If you accept, please provide your potential salt requirement for the upcoming winter season.

Please review this proposal, sign below and return to us if you wish to accept the offer. Our fax number is 913-338-7945. If you have any questions, my number is 913-344-9330.

Thank you,

Sean Lierz
Senior Sales Manager-Highway Sales

Bid Form

To: City of Chesterfield

The following bid for snow removal and ice control salt is submitted in response to your 'Invitation to Bid' public opening on **WEDNESDAY, JUNE 17, 2015 AT 10:00 A.M.**

- Bulk Salt (per ton) – Initial delivery early fall of 2015 to December 20, 2015

Barge loads of approximately 1500 tons each, treated with anti-caking agent and in accordance with ASTM D 632. F.O.B. barge at St. Louis, MO
Approximate tons of salt will be **21,694**. 49.23 [¢] per ton

- Bulk Salt (per ton) – January 2016 deliveries to March 31, 2016

Barge loads of approximately 1500 tons each, treated with anti-caking agent and in accordance with ASTM D 632. F.O.B. barge at St. Louis, MO
Approximate tons of salt will be **18,013**. 49.23 [¢] per ton

Exceptions:

Date 6/12/15

Company Name COMPASS MINERALS AMERICA INC.

Address 8900 WEST 109TH STREET
OVERLAND PARK, KS 66210
TEL. 800-323-1641

Telephone # _____

Signature & Title Sean Lutz
SR. SALES MANAGER

Terms Net 30

Federal ID # 48-1047632

BID RESULTS ONLY

METRO ST. LOUIS COOPERATIVE DE-ICING SALT BID

10:00 A.M., Wednesday, June 17, 2015

FALL DELIVERY/2015

JANUARY DELIVERY 2016

Compass	49.23/ton	49.23/ton
Carroll	77.73/ton	77.73/ton
Central Salt	92.63/ton	92.63/ton
Morton Salt	71.17/ton	71.17/ton

NOTICE: Bids were read randomly – These are bid tabulations – NOT AWARDS



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

Date: May 17, 2017

To: Jim Eckrich, Public Works Director

From: Mike O'Connor, Superintendent of Maintenance

Re: Bids for St. Louis Metro APWA Salt Co-op Hauling

I contacted Beelman Logistics, LLC to inquire if they would be interested in extending their pricing for “Unloading and Hauling” of salt for the “St. Louis Metro APWA Salt Cooperative” for another year.

Beelman Logistics, LLC was the low bidder for these services when we went out to bid in 2014 and has continued to hold the pricing for the Salt Co-op since then. Beelman’s price for unloading barges onto the delivery trucks, and management of delivery is \$2.39 per ton. The delivery pricing to the individual municipalities and other entities will also remain the same. They have agreed to continue to hold this pricing for the next delivery season. (see attached letter)

I recommend we continue to use Beelman Logistics LLC for the “Unloading and Hauling of salt for the St. Louis Metro APWA Salt Cooperative”, for the upcoming season.

BEELMAN LOGISTICS, LLC

One Racehorse Drive
E. St. Louis IL 62205
618-646-5300 618-646-5400 fax
www.beelman.com

MC-
614854-B
IL-147265
MC-B

May 17, 2017

Mr. O'Connor
City of Chesterfield
690 Chesterfield Parkway W
Chesterfield, MO 63017

RE: Rates for APWA Metro Salt Co-Op

Dear Mr. O'Connor,

Beelman Logistics, LLC (Beelman) will extend our rates for one year for unloading and hauling of the sale for APWA Metro Salt Co-Op. Beelman has added rates for the new additional delivery sites. Attached is the completed 2017-2018 Chesterfield Co-Op Rate Spreadsheet.

If there is any additional sites or information that you need, please feel free to contact me.

Sincerely,

Jeff Haskenhoff
Sales Manager



*Sent to J.E.
6/25/14 mo*

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

Date: June 25, 2014

To: Jim Eckrich, Public Works Director

From: Mike O'Connor, Superintendent of Maintenance *mo*

Re: Bids for Metro St. Louis Cooperative Deicing Salt Hauling

On June 24, 2014, we opened bids for the "Unloading and Hauling of salt for the Metro St. Louis Salt Cooperative".

Beelman Logistics, LLC is the low bidder. Beelman's price for unloading barges onto the delivery trucks, and management of delivery is \$2.39 per ton. This is the same pricing at which they have performed this service for several years. Beelman's pricing for deliveries to the individual municipalities was also lower than the other bidder's price. See attached spread sheet for delivery pricing to the municipalities.

I recommend we continue to use Beelman Logistics LLC for the "Unloading and Hauling of salt for the Metro St. Louis Salt Cooperative", for 2014-2015".

BID RESULTS ONLY

METRO ST. LOUIS COOPERATIVE DE-ICING SALT HAULING BID

10:15 A.M., TUESDAY, JUNE 24, 2014

1. BEELMAN LOGISTICS	\$2.39/TON
2. LANGE-STEGMANN CO.	\$5.00/TON

NOTICE: Bids were read randomly -- These are bid tabulations -- NOT AWARDS

Bid Form

To: The City of Chesterfield

Hauling of Snow and Ice Control Salt per Bid Specifications. The following bid for hauling of snow and ice control salt is submitted in response to your invitation to bid dated 6-23-14. Bid proposal for unloading salt from barges at a St. Louis Mississippi River port facility and loading into trucks including managing and administration cost : \$ 2.39 per ton.

It is understood that the cost for hauling will be different to each Municipality. Please submit the cost of delivery per ton, from your unloading facility to each of the following locations. This cost will be added to your bid for the administration and unloading bid, which should be the same for every city.

Name & location of unloading facility:

Beelman River Terminal

210 Bremen Ave

Venice, IL 62090

City of Delivery:

Arnold	\$ 5.66 /ton	Fairview Heights, IL	\$ 5.15 /ton
Ballwin	\$ 6.03 /ton	Fenton	\$ 5.53 /ton
Bel-Nor	\$ 5.80 /ton	Ferguson	\$ 5.21 /ton
Bel-Ridge*	\$ 5.52 /ton	Frontenac	\$ 5.71 /ton
Berkeley*	\$ 5.25 /ton	Glendale	\$ 5.71 /ton
Black Jack*	\$ 5.71 /ton	Green Park	\$ 5.71 /ton
Brentwood	\$ 5.65 /ton	Greendale	\$ 5.64 /ton
Bridgeton	\$ 5.57 /ton	Hazelwood	\$ 5.63 /ton
Charlack*	\$ 5.64 /ton	Manchester	\$ 6.04 /ton
Chesterfield	\$ 6.23 /ton	Maplewood*	\$ 5.67 /ton
Clayton	\$ 4.98 /ton	Maryland Heights	\$ 5.71 /ton
Cool Valley*	\$ 4.83 /ton	Normandy*	\$ 4.83 /ton
Crestwood	\$ 5.05 /ton	Northwoods*	\$ 5.28 /ton
Creve Coeur*	\$ 5.55 /ton	Olivette*	\$ 5.64 /ton
Des Peres	\$ 5.78 /ton	Overland*	\$ 5.61 /ton
Ellisville	\$ 6.36 /ton	Pagedale*	\$ 5.76 /ton

Pine Lawn	\$ 5.23	/ton
Richmond Heights*	\$ 5.45	/ton
Rock Hill*	\$ 5.49	/ton
St. Ann	\$ 5.61	/ton
St. John	\$ 5.64	/ton
St. Peters	\$ 6.13	/ton
Shrewsbury	\$ 5.47	/ton
Sunset Hills*	\$ 5.84	/ton
Town & Country	\$ 5.84	/ton
University City*	\$ 5.43	/ton
Vinita Park*	\$ 5.36	/ton
Webster Groves	\$ 5.13	/ton
Wildwood*	\$ 7.57	/ton
Winchester	\$ 7.11	/ton

Parkway		
School District*	\$ 6.64	/ton
Rockwood		
School District*	\$ 7.31	/ton

NOTE: *Tandems only

Exceptions:

June, 23 2014
Date

Net 15 days from invoice date
Terms

26-0599880
Federal Tax ID#

Beelman Logistics, LLC
Company

One Racehorse Drive
Address

East St. Louis, IL 62205
City/State/Zip Code

618-646-5315
Telephone

jeffh@beelman.com
Email Address

 Sales manager
Signature & Title



DATE: May 24, 2017

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

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

RE: 2017 Public Works Facility Roof

The Department of Public Works publicly opened bids for the 2017 Public Works Facility Roof Replacement Project on May 23, 2017. The results of the bid opening are detailed in the attached memorandum from Senior Civil Engineer Chris Krueger. After reviewing the bids, Staff recommends the project be awarded to the low bidder, Greg Glandt Roofing Incorporated in the amount of \$96,000. This figure includes the bid amount (\$89,000) and a modest contingency to account for any change orders which may become necessary during the project. Greg Glandt Roofing has successfully performed similar work in the St. Louis area, and has positive references checked by Public Works Staff.

The scope of the project includes all work necessary to install an EPDM membrane fully adhered roofing system at the Public Works Facility, including flashings, metal edges, and insulation as specified in the detailed construction plans. This project is budgeted within Account 120-079-5470 in the amount of \$120,000. Should you have questions or require additional information on this project, please let me know.

Concurrence:

[Signature]

Craig White, Finance Director

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to enter into an Agreement with Greg Glandt Roofing Incorporated in the amount of \$96,000.

MEMORANDUM



DATE: May 25, 2017

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

FROM: Chris Krueger, PE, Senior Civil Engineer 

SUBJECT: Public Works Facility Roofing Project, 2017-PW-08

As you are aware, bids were publicly opened for the above referenced project on May 23, 2017. Six bids were received:

<u>Contractor</u>	<u>Total Bid</u>
Glandt Roofing	\$ 89,000.00
Bade Roofing	\$ 93,673.00
Jim Taylor, Inc.	\$ 100,608.00
Bartch Roofing	\$ 100,962.00
Bi-State Roof Systems	\$ 105,340.00
Lakeside Roofing Co.	\$ 123,549.00

The low bidder, Glandt Roofing, has successfully completed projects throughout the St. Louis Area. **Accordingly, I recommend acceptance of the low bid of \$89,000 submitted by Glandt Roofing and request authorization of work up to the amount of \$96,000.** This amount includes an approximate 8% contingency to allow for any unforeseen conditions and/or additional work as may be necessary to complete the project.

The 2017 budget allocation for construction of this project is \$120,000.

A copy of the lowest and responsive bid from Glandt Roofing is attached for the Department of Finance and Administration's use in preparing a purchase order for the project. Should you require additional information, please advise.

Attachments: Public Works Facility Roofing Project Bid Tabulation
Glandt Roofing Bid



PUBLIC WORKS FACILITY ROOF PROJECT
2017-PW-08
May 23, 2017

ITEM #	DESCRIPTION	UNITS	QTY	ENGINEER'S ESTIMATE		Greg Glandt Roofing		Bade Roofing		Jim Taylor, Inc		Bartch Roofing		Bi-State Roof Systems		Lakeside Roofing Co.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	New Roof on Public Works Facility Main Building	LS	1	\$120,000.00	\$120,000.00	\$89,000.00	\$89,000.00	\$93,673.00	\$93,673.00	\$100,608.00	\$100,608.00	\$100,962.00	\$100,962.00	\$105,340.00	\$105,340.00	\$123,549.00	\$123,549.00
	TOTAL BID				\$120,000.00		\$89,000.00		\$93,673.00		\$100,608.00		\$100,962.00		\$105,340.00		\$123,549.00

EXHIBIT A

BID FORM

BID TIME: 10:00 a.m.

BID DATE: Tuesday, May 23, 2017

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda 8 through 1, for the

Public Works Facility Roof Project
2017-PW-08

being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents for the following itemized bid.

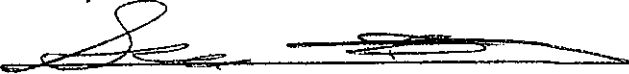
The City is requesting unit price proposals for this work, consisting of all work necessary to complete the installation of a EPDM membrane fully adhered roofing system including flashings, metal edges, and insulation as specified herein and as indicated on the drawings in accordance with the manufacturer's most current specifications and details. .

The Contract contains a binding arbitration provision which may be enforced by the parties.

Bid submitted by:

Company Name: Greeb Glondt Roofing IncAddress: 6186 Bermuda RoadCity, State ST LOUIS MO 63135Phone number: 618-973-1823 Fax: —E-mail address: Sean@GreebGlondtRoofing.com

Type of Firm: Sole Partnership ☐ Partnership ☐
Corporation ☒ Other ☐

Officer Sean DruryTitle VP/CMSignature Date 5/18/17

The bid items shall include all materials, labor, delivery and installation necessary for

Item	Description	Unit	Quantity	Price
1	New Roof on Public Works Facility Main Building	Lump Sum	1	\$89,000

Total Bid

\$89,000

Unit Price – (This unit price may be used for an unforeseen item during construction.)

Item	Description	Unit	Quantity	Price
1	Removing and Replacing Damaged/Deteriorated Perimeter Wood Blocking	Linear Foot	1	5.00 LF

UNFINISHED BUSINESS

As you are aware, City Council previously approved separate Ground Leases and Development Agreements with BIG Sports. We've attached a general term summary for your convenience.

With the approval of the agreements, City Council included a provision which required BIG Sports to provide \$23 million of financial guarantees to ensure the project funding. As you can see in the attached report, BIG Sports Properties has provided the City with documentation addressing the criteria in our agreement including \$23,765,000 in direct project support, along with a private backed bond from St. Louis County and their pending approval of a \$12 million funding plan to complete the required infrastructure for the development. Clearly, the financial participation by St. Louis County to fund the necessary infrastructure is important for a variety of reasons. The St. Louis Economic Development Partnership (STLEDP) and St. Louis County have requested an additional 30 days to complete their infrastructure financing plans for the project. Mrs. Tucker has been in touch regularly with officials from the STLEDP over the past several weeks, who explain that they are supportive of the project, but simply need more time for them to finalize the financing structure and to bring it before the County Council for approval. City Staff feels this is a solid response to the terms outlined in the Development Agreement.

The city has previously approved and executed both the Ground Lease and Development Agreements. **No other direct action is required for those agreements, but the city is required to act on the purchase of the adjacent 22 acres of land from successful investors.** If the city council is so inclined, they can move forward with the authorization, but direct staff to delay closing until such time as the County financial authorization has been completed and any such closing should be simultaneous with BIG Sports closing on the adjacent Chesterfield Investors tract.

BIG Sports has provided a tax generation summary within the package of information included with their deliverables. Interestingly enough, while calculated differently, the anticipated tax revenues to be realized by the city in addition to the lease payments are roughly equivalent to the estimates previously provided by city staff.

The only action item required of the City, is authorization to proceed to purchase the Successful Investor tract at the agreed upon cost of \$2,041,000 in accord with the terms of the approved Real Estate Purchase Contract and the First Amendment thereto.

If Council elects to proceed, funds for this purchase will be taken from the Parks Fund – Fund Reserves. The Parks fund is actually several hundred thousand dollars better than was anticipated when the purchase was originally contemplated. The current value of the Parks Fund Reserve is \$2,625,380. After the purchase, \$584,380 would remain. However, please recognize that the lease represents a long term positive cash flow which will perpetually improve the fiscal condition and serve to replenish the fund. Further, it should be noted that the lease revenues represent a direct influx of cash, but we should not ignore the ancillary additional revenues which result from the sales taxes and utility taxes generated from this facility alone, which have been estimated to be approximately \$450,000 additional on an annual basis.

GENERAL TERM SUMMARY

Lease Year	Lease payment	Lease Year	Lease payment	Lease Year	Lease payment	Lease Year	Lease payment
1	\$76,842	16	\$384,000	31	\$587,033	46	\$897,415
2	\$79,032	17	\$395,021	32	\$603,881	47	\$923,171
3	\$81,284	18	\$406,358	33	\$621,212	48	\$949,666
4	\$83,601	19	\$418,020	34	\$639,041	49	\$976,921
5	\$85,983	20	\$430,018	35	\$657,381	50	\$1,004,959
6	\$153,741	21	\$442,359	36	\$676,248	51*	\$1,033,801
7	\$158,123	22	\$455,055	37	\$695,656	52*	\$1,063,472
8	\$162,629	23	\$468,115	38	\$715,622	53*	\$1,093,993
9	\$167,264	24	\$481,550	39	\$736,160	54*	\$1,125,391
10	\$172,031	25	\$495,370	40	\$757,288	55*	\$1,157,689
11	\$176,934	26	\$509,587	41	\$779,022	56*	\$1,190,915
12	\$181,977	27	\$524,212	42	\$801,380	57*	\$1,225,094
13	\$187,162	28	\$539,257	43	\$824,380	58*	\$1,260,255
14	\$192,497	29	\$554,734	44	\$848,039	59*	\$1,296,424
15	\$197,983	30	\$570,655	45	\$872,378	60*	\$1,333,631

CPI estimated at 2.87% annually

* Lease payment if extension is mutually agreed

Zoning. The project agreements clearly require the project sponsors to proceed through the normal rezoning process in accordance with all City regulations.

Land Lease. This is a land lease and development agreement. There are no City subsidies and no financial contributions from the City of Chesterfield.

Compatibility of Uses. The agreements limit the uses of the property to a specific number of uses which are compatible with the Chesterfield Valley Athletic Complex.

Competition. The agreements contain specific non-compete clauses to protect the City's current athletic complex operation.

Commitment to construct the public infrastructure along North Outer Forty for this project. The construction of the Storm water, Potable water, Sanitary Sewer, and Road improvements, will necessarily be one of the first components of construction funded by BIG. They will be unable to obtain building permits without water, sewer, and drainage. Their project is dependent on natural gas as well.

Project Escrow. The agreements include a provision that a separate fund is established to provide for ongoing capital improvements, removals and restoration.

Athletic uses versus commercial uses. The agreements require that the commercial uses be located on privately owned commercial ground. After execution and closing on property acquisition, the City and BIG will process a boundary adjustment plat that will re-configure the properties.

Commencement Date. Lease payments begin coincidental with the start of work for the project. As soon as any vertical construction begins, lease payments are due. This allows for the construction of public utilities and off-site improvements.

Motion to Rescind – TracFone Settlement

At the May 15 City Council meeting, it was approved to contribute 5% (\$1,542.35) of Chesterfield's \$30,847 share of the TracFone Wireless cash settlement to the Missouri Municipal League (MML) Advocacy Fund to replenish the reserve for future litigation and municipal legislative efforts. Following a 4-4 tie vote, President Pro-Tem Hurt voted "Aye" to break the tie and declared the motion passed. He requested that payment not be processed until after the June 5, 2017 meeting in case the Mayor desired to reconsider. Councilmember DeCampi made a motion to rescind the vote, therefore, the item is appearing on this agenda for further discussion if desired.

Libbey Tucker

From: Dan Buck <dbuck@buckinnovationgroup.com>
Sent: Wednesday, May 31, 2017 5:29 PM
To: Mike Geisel; Bob Nation
Cc: Libbey Tucker
Subject: POWERplex Progress Report - June 1, 2017
Attachments: POWERplex_Progress Report_ June 2017.pdf

Dear Mayor Nation & Mr. Geisel -

Per our development agreement on the POWERplex project in Chesterfield Valley, please find our June 1st list of required deliverables, found in a comprehensive Progress Report attached.

We fully trust that the land purchase documentation, expert letters of opinion on the levee issues and the total financing commitments of nearly \$40 million will meet 3 of the 4 progress elements the council required. However, as you'll see in the report, St. Louis County and their STL Economic Development Partnership are requesting more time to address the infrastructure needs and the funding plan to provide the vital roads, sewers and waterline needed to the site.

Councilman Harder, myself, additional investors on our team, members of Progress 64, leadership at the Chamber of Commerce and countless people in the Baseball and Softball Community would be willing to come to the council meeting on Monday to express our support for granting the county this needed extension.

Please let us know if you can make room for us in the pre-agenda closed session meeting or if you feel it beneficial to present prior in the public comment period. I don't see any risk is the council approving a short extension to the county so that the entire north side of highway 40/64 can get much needed utilities and road improvements.

Thank you Mayor and Mike for your strong support and continued understanding. This is complex deal with tons of moving parts. We are one element away from moving this *National Haven for sports and character education* forward and I trust the county will find the resources to make this project happen with the vital infrastructure.

Please feel free to contact me directly with any questions, comments or concerns. I truly hope the council reads the entire report, including the economic impact and taxation details on the final 9 pages. We want each council member to fully realize the community impact the POWERplex will bring to our region, city retailers, restaurants, hotels and tens of thousands of sports families (baseball, softball, basketball, volleyball, lacrosse and many more).

We will prayerfully be waiting on your decision Monday evening.

Dan

Dan Buck
President, Buck Innovation Group
Managing Partner, Big Sports Properties, LLC
www.buckinnovationgroup.com
www.bigsportsproperties.com
190 Carondelet Plaza, Suite 1200 St. Louis, MO 63105

POWERplex



POWERplex Progress Report - June 2017



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May 30, 2017

Mayor Bob Nation and Chesterfield City Council
69 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Mayor Nation and City Council,

We are excited to share the key milestones and progress we've made with the POWERplex development and how we have met the 4 major deliverables outlined in Section IV of the Development Agreement.

Enclosed in this packet are numerous documents, commitment letters and contracts that address the four key areas of progress that the council requested to see by June 1st, 2017. Some of the requested deliverables, including requirements in the contract requiring the city to purchase their additional land tract, are directly connected and tied to St. Louis County's commitment to bring the vital utilities and infrastructure to the site (item is outlined in article 4.1, (b) (iii) for your review). This vital element of support by the county is a "trigger" for ALL the deliverables outlined. No bank, no investors, no partners or tenants involved in this project are going to move forward to binding agreements until we are assured that the ground is developable and there is a FIRM commitment and enforceable timeline on these vital utilities and road improvements to the site. The project cannot and will not move forward in Chesterfield or St. Louis County without this assurance. Additionally, we will not commit the hundreds of thousands of dollars in design and final engineering drawings for this site (which is what the levee district will require to generate a letter of approval for our footings and design plans) until we have the utility issues finalized.

As you will see in the attached documents, all the development criteria and commitments are in place, including \$23,765,000 in private lending support (\$18 million philanthropic equity loan from Simmons Bank and a \$5.76 million development loan from First State Bank), a private-backed, tax exempt bond issued by St. Louis County of an additional \$16 million, and the pending approval of a \$12 million funding plan to complete the infrastructure. As you will see, the county is requesting an extension from the city to complete their funding plan for the roads, sewers and water lines to the North side of I-64.

Here are the 4 main criteria outlined in the development agreement and our supporting documentation that addresses each milestone requirement:

- (i) Firm and binding written commitments for the financing and constructing of the Development Project (the "Financing Commitment"), which Financing Commitment shall consist of (y) binding, irrevocable philanthropic commitments to fund at least \$23,000,000.00 toward the costs of the Development Project, and (z) letters of intent from banks or other financial institutions to finance the remaining costs of the Development Project;

Letter of Financing Commitment (BASE) – Simmons Bank \$18,000,000

Letter of Financing Commitment (BSP) - First State Bank \$5,765,000

Private-Backed Bond Issuance (BASE) – St. Louis County \$16,000,000



- (ii) Preliminary written confirmation from the Monarch Chesterfield Levee District (the "Levee District") regarding the permissibility of raising the elevation of the ground where the Development Project is to be located and to confirm that necessary pierings and other structural elements to support the Sports Dome and other Projects will be permitted;
[Construction Letter of Opinion – Impact Strategies](#)
[Engineering Letter of Opinion - Stock & Associates](#)
- (iii) Preliminary written confirmation from St. Louis County regarding St. Louis County's support of the Development Project and what binding financial or other support St. Louis County is willing to provide to the Development Project; and
[Request for Extension from St. Louis County - \\$12 million infrastructure funding package](#)
- (iv) Written evidence that the Developer has closed on the purchase of Developer's Property, which may be in the form of a recorded deed or a fully executed closing statement.
[Letter of Purchase Commitment - Randy Lipton, Chesterfield Group LLC](#)

We trust that the enclosed documentation and proof of funding, financing, engineering and construction opinions will suffice to meet the objectives of the council that the project is ready to move forward. The significant outlying issue of the infrastructure to the site is completely out of our control. We have had numerous meetings and provided substantial details and information to St. Louis County officials over the past 5 months and remain confident that they will deliver this significant piece of funding. With \$39,765,000 in secured funding sources identified, we trust the city council will patiently wait a few more weeks to give the county time to complete their funding package.

County executive Steve Stenger and county councilman Mark Harder have been strong supporters of the project and continue to work with the St. Louis Economic Development Partnership to build a viable funding plan for the infrastructure to make sure this project stays in St. Louis County. We are excited to work with the Chesterfield city council and city administration in the months ahead to build the most diverse, multi-sports complex in the Midwest that will generate over \$60 million in economic stimulus. Additionally, the POWERplex will generate \$5.7 million per year in new taxable income to Missouri, St. Louis County, our school districts, and various municipal entities, including a direct taxable benefit to Chesterfield of over \$500,000 (in retail and utility taxes). See the complete Economic Impact Report and Taxation calculations included in this progress report.

Don't hesitate to call or request follow-up meetings at any time during the duration of the pre-development, zoning and planning or construction periods.

Sincerely,



Dan Buck
Managing Partner
Big Sports Properties





Simmons Bank

LETTER OF FINANCING COMMITMENT

May 17, 2017

Dan Buck, Managing Partner Big Sports Properties, LLC
Rick Sems, President BASE Foundation
190 Corondelet Plaza – Suite 1200
St. Louis, MO 63105

Dear Mr Buck and Mr. Sems,

Simmons Bank is excited to be a key funding partner in the proposed POWERplex in Chesterfield Valley. While we continue to wait for St. Louis County to make their commitment for the vital utilities, road and sewer infrastructure needed on the north side of Highway 64/40, we continue to push forward the approvals for the equity loan and capital line-of-credit to assist BASE Foundation in the completion of the sports and education facilities of the POWERplex.

This letter of commitment is to express our intent to fund up to **\$18 Million of Equity Commitments** to the POWERplex project subject to final Bank committee approval. This capital loan, on a 15-year term, will be backed 100% by a wide-range of philanthropic commitments and annual sponsorship pledges from A-rated companies and generous individuals in our community. Among those commitments that will be applied to this capital loan, include multi-million dollar gifts and binding pledges from Rex and Jeanne Sinquefield, the St. Louis Cardinals, Major League Baseball, Ryan Kelley, Arizon Structures, Heartland Coca-Cola, Big Sports Properties and many more St. Louis and Midwest based companies involved in this important endeavor.

All of our financing support will require more due diligence and guarantees from the city of Chesterfield and St. Louis County that the land is under control and the required infrastructure is indeed being brought to the site. We need government assurances that these utilities will be provided to the proposed site in a timely manner. We will not be able to issue loan documents until the city of Chesterfield closes on the additional 20 acres involved in the project.

We look forward to working closely with the Board of Directors of the BASE Foundation and Big Sports Properties in the years ahead. Please don't hesitate to reach out at any time and we will continue to await word on the county and city support, which will greatly impact our level of potential tax-exempt bond support.

Sincerely,

Steven J. Landry, Senior Vice President
Commercial Lending
Simmons Bank

First State Bank

Member FDIC

May 26, 2017

Big Sports Properties, LLC
Base Foundation
190 Carondelet Plaza, Suite 1200
Clayton, MO 63105
Attn: Dan Buck

Re: Conditional Loan Commitment for the acquisition and development of
approximately 29 acres of land in Chesterfield, MO

Dear Mr. Buck,

First State Bank is pleased to notify you that the Loan Approval Committee of First State Bank of St. Charles (the "Lender") has recommended your loan request for approval. The Loan Approval Committee recommended a loan of up to \$5,765,000.00 to Big Sports Properties, LLC for the acquisition and development of approximately 29 acres of land in Chesterfield, Missouri, which is adjacent to the property to be leased to BASE Foundation. This Conditional Loan Commitment is conditioned on the final approval of our Board of Directors and the terms and conditions set forth.

This letter also represents our intent to provide the financing based on the anticipated commitment from the County of St. Louis on the needed utilities, road, and sewer infrastructure on the north side of Hwy 40/64, which would service this development. Those assurances will be a key component of the success of the project.

Our financing support will require more due diligence and is also predicated on the City of Chesterfield closing on the adjacent land acquisition which is pending and to be included in the lease to BASE Foundation, the execution of the lease, and the zoning of the subject property.

We are excited to be a part of the sports and education facilities of the POWERplex, and anticipate working closely with BASE Foundation and Big Sports Properties for many years to come.

Let me know if I can further assist you as we are eagerly await the City of Chesterfield, and St. Louis County's critical support pieces for this incredible development.

Very Truly Yours,



Thomas E. Lloyd
Assistant Vice President/ Commercial Lending
First State Bank of St. Charles

Main (636) 940-5555
www.fsbfinancial.com

SINCE 1867... *Your Independent Community Bank*





May 31, 2017

Dan Buck
President, Buck Innovation Group
Managing Partner, Big Sports Properties, LLC
190 Carondelet Plaza, Suite 1200
St. Louis, MO 63105

Dear Mr. Buck,

Thank you for your efforts on the POWERplex project proposed for the Chesterfield Valley. After review of your funding requests, I am pleased to offer our support for the Industrial Development Authority, (IDA), issuance of bonds in the amount of Sixteen Million Dollars, (\$16,000,000.00). However, we will need at least thirty more days to review the issuance and for the board to vote on preliminary approval.

St. Louis County is also pleased to consider other funding requests, as is the St. Louis Economic Development Partnership. But given the time frame, both of these entities also will require more time to assess the proposal and availability of funding. Should the City of Chesterfield be willing to extend your contract on the land, we will use the additional time to work toward successful funding sources, but cannot commit them at this point.

Again, thank you for all of your efforts and we hope to continue to work with you on this excellent project.

Kind regards,



Sheila Sweeney
CEO

May 30, 2017

Dan Buck, Managing Partner
Big Sports Properties, LLC
190 Carondelet Plaza, Suite 1200
Clayton, MO 63105

Dear Dan,

We are excited to have been chosen to lead your construction management team for the POWERplex sports campus in Chesterfield Valley. In our preliminary planning and engineering schematic meetings, we have concluded to what we believe to be a successful solution and alternate design for the deep footings required by the main dome and seasonal dome slated for the campus near the Monarch levee.

We have foundation options that the engineering firms (EDSI and Stock and Associates) believe will be successful upon their consultation with the Monarch Levee District to develop a workable strategy for the large footings for the massive sports structures (90" deep by 36" wide). Both firms have experience working with the levee district and feel this project poses no threat to the integrity of the Monarch Levee system. In fact, both firms feel the site work to be done will strengthen and improve the levee in this area by getting the vast amount of standing water away from the levee when the grade near the levee is raised in elevation.

The plan consists of raising the grade elevation at the dome locations by 42 to 48 inches from current grade. This will keep the penetration of the footing elevation at a higher level. It is the opinion of the engineering consultants that with only a 45" to 48" inch vertical footing depth, we will not create any risk of hydrostatic water leaks. The proposed footing depth is less than the existing light poles on Quad F of the existing sports complex (that are approximately 58" deep concrete footings). Additionally, it is our understanding that the new Top Golf site has concrete peers for their massive netting system that go 120" deep, and both the corps of engineers and Monarch Levee District gave their approvals. These poles are also much closer to the actual levee than our planned domes.

The Levee District should also be pleased to know that we will raise the site elevation significantly with between 150,000 to 300,000 cubic yards of dirt and will be creating surface parking on the seepage berm, which adds more stability and weight to levee system in this area. We are told that additional dirt and payment helps to keep hydrostatic pressure minimized along the levee.

It is our understanding that there is an elevation penetration zone that is measured from the centerline of the levee out into the site 1,000 feet. The design teams fully understand that they will keep the Monarch Levee District officials informed on all planned penetrations that fall inside this zone. The Levee District is not able to give us a letter of approval until they see actual construction drawings and the final engineering details. It is our opinion, as your construction management advisor, that until it is confirmed that St. Louis County is committed to bringing the necessary utilities and road improvements to the site, the investment in site engineering design work may not be a prudent use of project funds. Additionally, it is our understanding that you may not purchase the ground until this infrastructure requirement is met.

We are excited and enthused to continue to work with you to build this world-class multi-sport complex, whether in Chesterfield or in the other communities that have been identified. This project will be a great asset to our entire region.

Sincerely,



Nicholas P. Walker, AIA
Director, Development and Construction Services



May 31, 2017

Via E-Mail: (dbuck@buckinnovationgroup.com)

Big Sports Properties, LLC
190 Carondelet Plaza, Suite 1200
Clayton, MO 63105

Attention: Mr. Dan Buck, Managing Partner

Re: Proposed PowerPlex Development at 178878 N. Outer 40 Road, City of Chesterfield, MO
(Stock Project No. 215-5729)

Dear Dan:

We appreciate the opportunity to be your selected civil engineering and land surveying firm for the PowerPlex Development in Chesterfield, MO. We understand the many challenges and requirements for developing and building Mixed-Use Campuses in the Chesterfield Valley, and look forward to working with your Architectural Design and Construction Team on the Planning/Zoning and Permitting process of this large sports complex.

One of the major challenges we will face in your project will be meeting the U.S. Army Corp of Engineers and Monarch-Chesterfield Levee District (MCLD) drainage and construction requirements. It is our understanding that the large domes on your campus require large footings to resist the uplift forces of the structures (we are told the footings are 90" deep by 36" wide). We have extensive experience working with the Levee District and The U.S. Army Corp of Engineers on projects adjacent to the levee. Typically, Midwest Testing, Inc. provides the Geotechnical and Underseepage Analysis, in conjunction with our Civil Design. My understanding is that Midwest Testing, Inc. is part of this Design Team.

Recently we designed, along with Midwest Testing, the TopGolf Project. The TopGolf Project requires 20' penetrations for support of the netting poles. In addition, the outfield targets are concrete structures, which penetrate the ground surface. This is akin to the dome foundations for the PowerPlex Project, although the dome footings will be shallower than the poles. I'm told that the plan is to bring in an estimated 300,000 plus cubic yards of clean fill onto the backside of the PowerPlex Property (within 200 feet of levee center) and raise the ground 42 to 48 inches to reduce the depth of the dome footing penetrations. As the Civil Engineering Firm who recently obtained the U.S. Army Corp of Engineers and Levee District's approval of

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

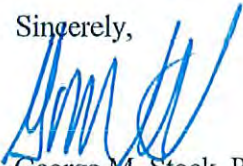
20' deep poles for TopGolf's tall netting poles, we are confident that approval of your building footings for the two domes is feasible. This is conditioned that the combination of import fill and proper backfill techniques of the footings are in accordance with the underseepage and geotechnical analysis recommendations that will be set forth by Midwest Testing, Inc. and reviewed and approved by the U.S. Army Corp of Engineers and The Monarch-Chesterfield Levee District.

The Levee District likes to see additional fill added atop and adjacent to their seepage berm easement, as this decreases the likelihood of sand boils created by hydrostatic pressure when flood waters are above the levee base on the river side. Your preliminary plan to add fill, roads, and parking areas on the seepage berm are common and should be approved by the Levee District, similar to what we experienced in the planning, designing, and permitting of the Taubman Prestige Outlet Mall, TopGolf, Junior Achievement, Jim Lynch Hummer, Scott Properties, Beyond Self Storage, and Blue Valley Development.

The Levee District will not give any recommendation or approvals without seeing final engineering and full design drawings. We understand that this critical pre-development work will not be completed until the project has some assurance from St. Louis County that the vital infrastructure needs will be completed in a timely manner. We have done a lot of this pre-development planning to bring the sewers and waterlines under Highway 40, and are very confident that we can get this completed in a timely manner once the County commits to the funding of this vital infrastructure to the north side of I-64.

Thank you for selecting us to be a part of your team, and we look forward to helping you build this world-class sports complex in Chesterfield Valley.

Sincerely,



George M. Stock, P.E.,
President



May 31, 2017

Mayor Bob Nation and Chesterfield City Council
Chesterfield City Hall
690 Chesterfield Pkwy W
Chesterfield, MO 63017-0670

Dear Mayor and Chesterfield City Council Members,

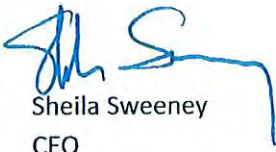
I am writing to ask for your agreement to extend the time that you have currently agreed to regarding the contract between the City of Chesterfield and Big Sports Properties, LLC.

The St. Louis Economic Development Partnership and the Industrial Development Authority (IDA), have been in discussion with Big Sports and we are pleased to offer our support for Sixteen Million Dollars, (\$16,000,000) in an IDA issuance of bonds. While we are completely supportive of the issuance, we need more time to take the project to our board for its approval. Additionally, we need to extend the time to assist the developers with other funding streams.

Thank you for your consideration. We hope that you are able to accommodate an extension and this important project is able to move forward in Chesterfield Valley.

Please do not hesitate to contact me with any questions.

Kind regards,



Sheila Sweeney
CEO

THE CHESTERFIELD GROUP, LLC

May 30, 2017

Chesterfield City Council Members and Mayor Bob Nations
City Hall
69 Chesterfield Parkway West
Chesterfield, MO 63017

Re: 17733 N. Outer 40 Road, Chesterfield, MO

Mayor Nation and Chesterfield City Council,

This letter is to confirm the purchase commitment and sales contract between the current ownership group, The Chesterfield Group, LLC, and the purchasing group Big Sports Properties LLC. The purchase agreement is active and all extensions have been implemented to date for the 29+ acres being purchased along the N. Highway 40 Outer Road. Big Sports Properties has remained in active communications with our group during this pre-development period and we remain hopeful that we will close on this property by June 30th, 2017. They have shared a letter of financing commitment from First State Bank for the purchase of our ground which in addition to the contract extensions they have exercised, provides us comfort that they are committed to the project.

There is one remaining issue preventing us from getting to closing and a final deed transfer. The developer needs government assurance from St. Louis County that the required infrastructure (storm and sanitary sewers as well as a new water line) will be brought to the site. This significant infrastructure need is the final piece to complete the land purchase and it is our understanding that final approval for this funding should be received before the end of this week.

We have granted the buyer several extensions so that they could successfully bring all of the moving parts together because we know that it could be many years before another development comes along of this size and impact. We've seen many proposals and business models for the north side of highway 64/40 over the years and this is by far the most viable and innovative project we've seen to date and also the one we believe will be most beneficial to the City of Chesterfield. We trust the city will give this group the necessary time to complete their due diligence and gain the required funding support from St. Louis County to make this project a reality.

Sincerely,

By: The Lipton Group, Inc., its Manager



Randy Lipton
President

AMENDMENT TO SPECIAL SALES CONTRACT

This Amendment to the Special Sales Contract is made as of March 28, 2017 ("Amendment"), by and between **The Chesterfield Group, LLC**, a Missouri limited liability company ("Seller"), and **Big Sports Properties, LLC**, a Missouri limited liability company ("Buyer").

RECITALS:

A. Buyer and Seller are parties to that certain Special Sales Contract dated September 20, 2016, (the "Contract") for the purchase of certain real property in Chesterfield, Missouri.

B. Buyer and Seller desire to confirm their Contract (other capitalized terms not otherwise defined in this Amendment are defined in the Contract) and to modify the Contract in accordance with the provisions of this Amendment.

NOW, THEREFORE, in consideration of mutual covenants and other good and valuable consideration, the legal sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Section 5 of the Contract is hereby deleted in its entirety and replaced with the following new Section 5.

"5. CLOSING AND POSSESSION. The "Closing" is the exchange of the Seller's deed for the total purchase/sale price. The Closing of this sale shall take place thirty (30) days after the earlier of (i) the waiver by Buyer of Buyer's Conditions as defined in Exhibit A attached to the Contract, or (ii) 210 days after the date of the Contract. Buyer will close at St. Louis Title Co., the title company which provides title insurance. Regardless of who closes for Buyer, Seller may close at the title company of Seller's choice. **Note: If the Seller does not close at the same title company as the Buyer, or the Seller's choice of title company does not have a common underwriter with the Buyer's title company, then the Seller will be required to sign a Notice of Closing or Settlement Risk acknowledging that their settlement funds are not protected by the title insurance underwriter.** Title will pass when the sale is closed. Seller to deliver possession of the property and keys to Buyer no later than 5pm of Closing but in no event prior to Closing as defined above. All parties agree to sign Closing documents at a time that facilitates this possession. **Note: If possession is to be delivered on a day other than Closing, as defined above, parties should complete the appropriate rider.** Deed as directed by Buyer. Except for tenants lawfully in possession, Seller warrants that the property will be vacant and free of personal property (except as otherwise provided herein) and debris, at time of possession. Buyer and Seller authorize title company and/or Closing agent to release to broker(s) signed copies of the Closing statements."

2. Section 5 of Exhibit A is hereby deleted in its entirety and replaced with the following new Section 5.

"5. This contract shall be contingent upon Buyer's satisfaction that all of the following conditions have been satisfied within one hundred twenty (120) days after the date of this contract ("Buyer's Conditions"):

(i) That Buyer has obtained a lease satisfactory to Buyer with the City of Chesterfield for the property currently owned by The Successful Investors, LLC and located west of the

property that is the subject of this contract;

(ii) That the City of Chesterfield will permit Buyer's desired use of the property; and

(iii) That Buyer's anticipated development costs are determined by Buyer to be in amounts satisfactory to Buyer.

If by the end of such 120-day period Buyer has not either (a) terminated this contract by written notice delivered to Seller prior to the expiration of such 120-day period, or (b) delivered written notice to Seller electing to extend such 120-day period for an additional ninety (90) days and caused the escrow agent to deliver the entire \$25,000.00 earnest money to Seller (which earnest money shall then be non-refundable), each prior to the expiration of such 120-day period, then Buyer shall be deemed to have waived the foregoing contingencies, and the parties shall proceed to closing. If Buyer terminates this contract by written notice delivered to Seller prior to the expiration of the foregoing 120-day period, then this contract shall terminate, escrow agent shall return the earnest money to Buyer in accordance with the terms of this contract, and Seller and Buyer shall have no further rights or obligations under this contract, except those which have accrued prior to such termination. If Buyer has delivered written notice to Seller electing to extend such 120-day period for an additional ninety (90) days and has caused the escrow agent to deliver the entire \$25,000.00 earnest money to Seller, each prior to the expiration of such 120-day period, then Buyer's contingency period will be extended for an additional ninety (90) days and Seller shall in all events be entitled to retain the earnest money. If at the end of such additional 90-day period Buyer needs additional time to satisfy Buyer's Conditions, Buyer shall have three (3) additional options to extend, each for an additional 30-day period, the contingency period set forth in this section. If by the end of the foregoing 90-day period or the applicable 30-day option period, as applicable, Buyer has not either (a) terminated this contract by written notice delivered to Seller prior to the expiration of such period, or (b) delivered written notice to Seller (plus the applicable \$5,000.00 extension payment described below) electing to extend Buyer's contingency period for the next 30-day option period, if any such 30-day option period is remaining, then Buyer shall be deemed to have waived the foregoing contingencies, and the parties shall proceed to closing. If Buyer terminates this contract by written notice delivered to Seller prior to the expiration of the foregoing 90-day period or applicable 30-day option period, as applicable, then this contract shall terminate, and Seller and Buyer shall have no further rights or obligations under this contract, except those which have accrued prior to such termination. If Buyer timely and properly exercises a 30-day option period, then Buyer's contingency period will be extended for an additional thirty (30) days. If by the end of such additional 90-day period or the last 30-day option period exercised by Buyer, Buyer has not terminated this contract by written notice delivered to Seller prior to the expiration of such period, then Buyer shall be deemed to have waived the foregoing contingencies, and the parties shall proceed to closing. In such event, if Buyer defaults by failing to close on the property, then the payment of the earnest money to Seller shall **not** constitute liquidated damages, and Seller shall be entitled to all damages suffered by Seller due to Buyer's default in failing to close. Buyer may only exercise a 30-day option period by delivery to Seller of (a) written notice to Seller electing to exercise such 30-day extension option, together with (b) the sum of five thousand dollars (\$5,000.00), each prior to the expiration of the foregoing 90-day period or the immediately preceding 30-day period, as applicable. Each such five thousand dollar (\$5,000.00) amount shall be non-refundable and shall not be applied to the Purchase Price at Closing.

3. In connection with Section 1 of Exhibit A of the contract, Buyer agrees that Seller may enter into a new Farming Lease for the 2017 growing season, and Seller and Buyer agree that the proceeds from such 2017 Farming Lease shall be payable to whoever owns the Property when the rent, if any, is paid in early 2018.

IN WITNESS WHEREOF, we have hereunto set our hands to this Amendment on the dates set forth below.

Seller:

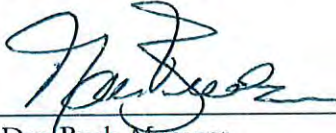
Buyer:

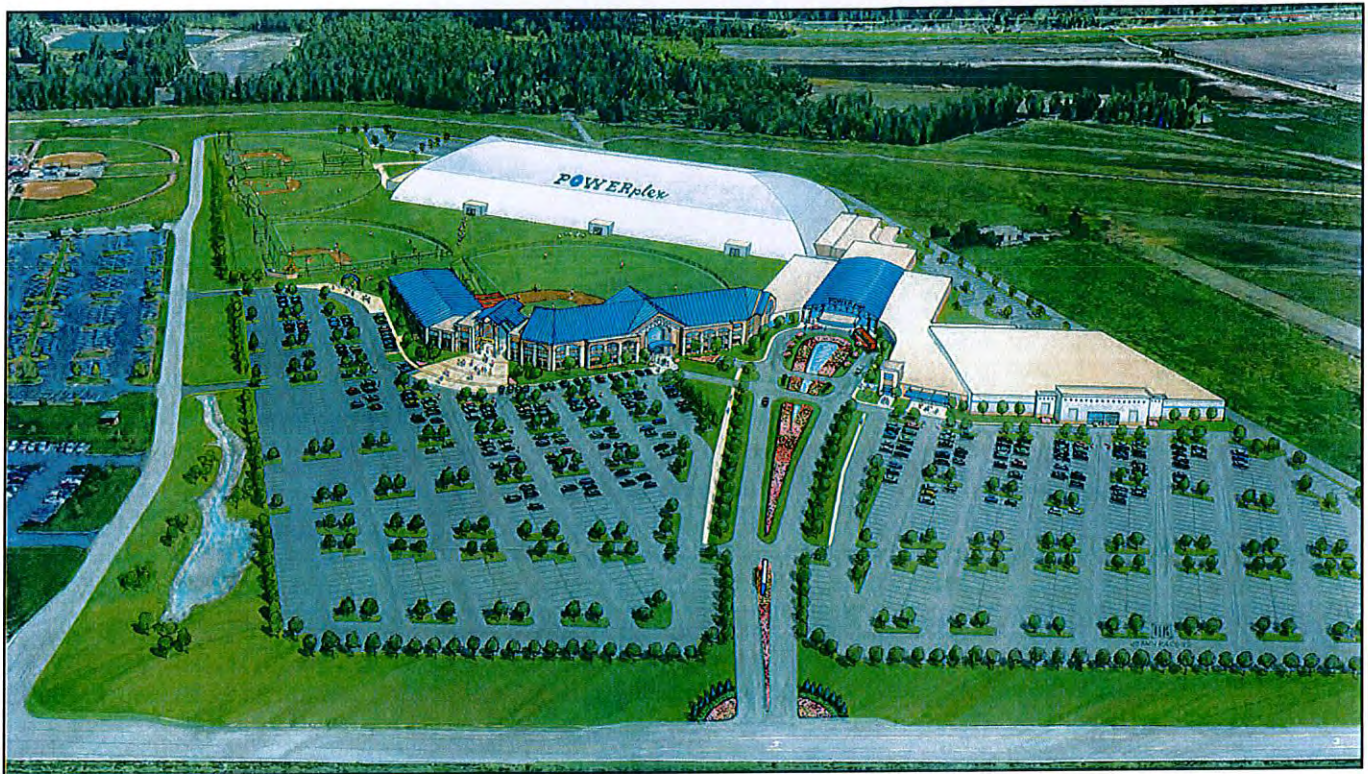
**The Chesterfield Group, LLC, a Missouri
Limited Liability Company**

**Big Sports Properties, LLC, a Missouri Limited
Liability Company**

By: The Lipton Group, Inc., its Manager


By: Randall H. Lipton, President Date: _____


By: Dan Buck, Manager Date: 3.28.17



POWERplex

ECONOMIC IMPACT REPORT

A dynamic partnership between public, private & non-profit organizations

Updated May 2017 – Presented by Big Sports Properties LLC



PROJECT OVERVIEW

The POWERplex will be a two-phased, 74+ acre sports community development in Chesterfield, MO that will be unrivaled in the Midwest. This multi-sport, multi-use development brings over \$55 million dollars of capital development to the community of Chesterfield on a tract of land that has been undeveloped for over 60 years. The unique, family focused campus will feature both for-profit developments (hotels, restaurants and retail), along with a significant non-profit sports complex complete with 6 new, turfed ball fields, two domes, 12 hardcourts and a state-of-the-art education and health literacy center.

The Chesterfield City Parks Department also has invested over \$15 million in capital improvements on the adjacent 300+ acre sports complex. This existing campus that features 16 ballfields, 8 soccer fields and 10 football fields costs the taxpayers over \$2.2 million per year to operate, and it generates less than \$400,000 annually in ballpark leases, concessions and event fees, leaving the city with a significant shortfall that is funded by the city's 1% parks and recreation sales tax.

The POWERplex, on the other hand, does not put any operational expenses on the city budget. Taxpayers not only won't have to fund any capital, they also will not have one dollar in operational expenses at the new sports complex. All local and area sports clubs will be able to gain full access to the POWERplex, and will pay appropriate user fees, practice fees, tournament and league entry fees to help off-set the annual operating budget and debt on the facility. These "user fees" and annual tournament fees and revenues from the anticipated 1.25 million annual visitors will help the development pay the city for a 50-year land lease, as part of the overall project financial plan.

There are four important elements and distinct advantages for the City of Chesterfield in this long-term lease agreement:

1. By providing favorable lease terms for their 50 acres (\$76,000 years 1-5, \$128,000 years 6-15, and \$310,000 years 16 through 50) the city is able to get a world-class, weather resistant sports complex with no capital or operating risk. The early favorable terms gives the non-profit time to pay down their \$30 million in equity and bond debt.
2. The city gains a massive economic engine for their retailers, restaurants and local hotels as this facility that will draw multi-sports tournaments 50 weekends per year, bringing more than 1.25 million visitors to their community each and every year.
3. A perfect complimentary use of adjacent land to their existing sports complex. The POWERplex brings YEAR-ROUND play to a park that is normally dormant five months of the year. Not to mention, the project brings vital infrastructure to the north side of Interstate 64/40 for extensive future commercial development.
4. The land being developed has been vacant and an eyesore in the heart of the regions largest commercial district. This dormant land will now be a magnet for thousands of new visitors who will shop, stay and play in the community.

A SPORTS DESTINATION CAMPUS

To make this business model work, the facility will be heavily dependent on out-of-town visitors each and every weekend. However, because of the flexibility of the complex, the vast array of competitive sports and the various peak seasons of each sport, the management team of the POWERplex is very confident in their marketing and sales ability to create a “sold out” environment that will draw teams from a 9-state region on a consistent basis. Based on extensive surveys with clubs and colleges from Missouri, Illinois, Iowa, Nebraska, Kansas, Arkansas, Indiana, Kentucky and Tennessee, we anticipate sellouts at all tournaments ranging in age from 8U to 18U.

The campus will offer the only permanent hardcourt facility in the Midwest with 12 volleyball and 8 basketball courts all within the same space. This first-class facility, featuring the best floors, nets, goals and standards in the industry, can host up to 96 volleyball teams or 64 basketball teams on any given weekend. Additionally, for larger regional and national tournaments, temporary rental courts can be put on the adjacent turfed fields and accommodate an additional 20 volleyball courts (32 total) and can host 256 teams from across the Midwest.



What makes the POWERplex most unique, is the baseball and softball facilities, including the only complex in the country featuring 4 indoor NCAA-sized softball fields and little league fields up to age 14 (250 ft. fences). This allows for the site to host up to 48 teams in a given winter weekend, making the POWERplex a “must visit” complex for club teams, school teams, and dozens of college softball teams from all over the upper Midwest. The ability to host weekday college tournaments and weekend youth invitationals, provides for a unique year- round draw to Chesterfield Valley.

During any given winter weekend, the POWERplex plans to have a minimum of 40 baseball or softball teams on site and an average of 72 volleyball or basketball teams all playing at the same time. That's 112 teams each weekend, with 65% traveling from more than 50 miles away (tournaments will have a 35% local team limit as the out of town wait list will be extremely high on weekends). Assuming each team brings a minimum of 25 people (players, coaches, parents, siblings and grandparents), that's an annual daily visitor count of 2,800, or 8,400 visitors in a 3-day weekend. Assuming each team will take 10 hotel rooms and stay two nights (the national average), and 65% of the teams will require hotels, that equates to 728 rooms per night, or 1,456 hotel rooms per weekend.

What makes the POWERplex most unique, is the baseball and softball facilities, including the only complex in the country featuring 4 INDOOR NCAA-sized softball fields and little league fields up to age 14 (250 ft. fences)

While those winter weekend numbers might sound impressive, that is during our non-peak season, when only 4 fields are available. During warm weather months the site can offer 10 to 22 baseball/softball fields on a single property (while still hosting hardcourt tournaments inside), the number of teams on the campus can range from 160 to 280 teams in a single weekend (Baseball + Volleyball). Some tournaments can last for up to 5 days during the summer months. It is not hard to see how an estimated 60,000 hotel rooms can be booked directly through the POWERplex “Stay & Play” registration website. In a spring tourney with only 120 teams on 14 fields for a 2-night stay event, it is estimated that 2,400 nights would be filled that weekend. In addition, a 60-team volleyball tournament could be held simultaneously, which would generate another 1,200 rooms that weekend or 3,600 room nights in a two-day period. This demonstrates the great significance of the visitor economic impact numbers.



The campus will be a true destination, with interactive games, educational workshops, coaches seminars, character development programs, sportscasting simulator (a broadcasting booth where “You make the call”), PGA golf simulators, a ninja-style ropes course, water features/splash park, cool restaurants, sand volleyball and pickleball courts, a sporting goods store and “pro shop row” (a series of small shops featuring all the major retailers – Rawlings, Dimarini, Adidas, Nike, Wilson, Louisville Slugger, etc.) **The goal is to create a dynamic space and place that families will want to come back to because they have access to everything they need and more fun than they can handle!**

KEY PARTNERSHIPS TO MAKE IT WORK

This development is a shining example of how public and municipal entities can maximize their available, under-development land with non-profit organizations and for-profit companies wishing to develop that ground.

In the POWERplex Chesterfield model it has taken several entities working together to make this great regional complex a reality. Beyond the land lease from the city (favorable terms during the debt reduction period), the land development company Big Sports Properties LLC also had a significant challenge in terms of vital infrastructure to the site. The north side of I-64/40 has been a desert and undeveloped track of land for one very significant reason, no sanitary sewer lines or adequate waterlines for any commercial developments. There are significant storm sewer deficiencies, which is vitally important in a levee-protected zone. Chesterfield Valley has a sophisticated pumping system that gets water out of the flood plain quickly to avoid back up. However, the nearest pump station to the site is over a mile away, meaning long storm sewer drains were required.

Additionally, 1.25 million new visitors each year to the site also require upgrades to the county outer road, which needs turn lanes, shoulders and better drainage systems as well in order to accommodate this massive new sports destination.

Thanks to generous support from St. Louis County, cooperation with MSD and the Monarch Levee District, a viable system and infrastructure plan is in the works and will also likely need funding from the local TDD in Chesterfield Valley, which is created exactly for this purpose— *to bring vital utilities and transportation infrastructure to help promote and advance the growth of commerce and economic growth.*

In the early stages of the project, naysayers and skeptics questioned why the city, county, levee district, St. Louis County and the Transportation Development District would give lower leases and provide infrastructure support to this project. The simple answer is because of the immediate payback in the form of huge amounts of new taxes being generated.

A key to this financial plan is community and corporate support. The POWERplex needs over \$15 million in philanthropic commitments in naming rights of domes, stadium, fields, theatres to make this project fiscally viable and sustainable. To date there are nearly \$10 million in firm commitments.

THE ECONOMY OF YOUTH SPORTS

According to a 2013 study by the Sports and Fitness Industry Association, there are 53 million children involved in travel sports (participating on teams that travel more than 2 times per year for competition). The youth sports world (equipment, uniforms, league fees, coaching/instructors, etc.) is a \$5 Billion dollar industry in America and that doesn't include the \$7 billion youth sports travel spending annually. Families actually spend **more** on travel (hotel, lodging, fuel) than they do on the actual sports activities.

In the past 6 years alone, many Midwest cities have invested millions in new sports complexes.

- The Louisville Slugger Complex in Peoria, IL is a \$31 million complex.
- The new mega-sports plex, Grand Park, in Carmel, IN (north of Indianapolis) is a \$110 million publicly funded bond initiative.



- The city of South Haven, Mississippi (just south of Memphis, TN) spent \$40 million to build a 13 field, world-class complex, Snowden Grove Park that generates over \$50 million per year to that community.





The fact is, dozens of other communities and cities from Chattanooga to Kansas City are investing high dollars in youth sports because they want a share of that \$12 billion sports tourism pie. They want those youth tournaments from ages 8 to 18 to come to their community and fill their hotels, stores and restaurants. Why? Because it creates *new* tax revenue that is not being paid by their local taxpayers. It's *new* dollars coming into their market to stimulate business, improve retail, stabilize their restaurants and enhance their community. This is an industry that, unfortunately, the St. Louis region isn't capitalizing on. This region hasn't hosted a major National baseball or softball tournament from a leading association for over 15 years. Each USA, NSA, USSSA National championship will last 5 days, draw 200+ teams from 40 states and generate over \$5 million in economic impact from the 12,000 visitors.

While existing fields at the Chesterfield Athletic Association (CAA) complex will draw over 1.3 million visitors each year to their 300-acre campus, most of that athletic competition is local, meaning *local* teams playing in *local* leagues and *local* tournaments. Most tournaments played at CAA, with the exception of a few college exposure softball tournaments, are 80 to 90% teams from within a 50 mile radius. This still creates great weekend "day traffic" to local businesses and restaurants, but the real dollars come when you can attract out-of-town teams who stay, play, eat, shop, visit and sleep in hotels for 3 or 4 days.

Very few facilities can promote a "games guaranteed" site, especially in the Midwest where the weather is often unpredictable, stormy and wet during prime playing times.

At the POWERplex, because of its unique weather resistant, artificial turfed environment and indoor options, the demand will be constant. Very few facilities can promote a "games guaranteed" site, especially in the Midwest where the weather is often unpredictable, stormy and wet during prime playing times. Not to mention great family activities, attractions, major sports teams, amusement parks and a wide-range of restaurant and hotel options that many smaller cities can't offer. If you had a chance to go to Peoria, South Haven, Chattanooga or St. Louis, which would your family choose?

The bottom line is **the bottom line!** The POWERplex will be a remarkable facility for sports, recreation, retail, restaurants and hotels. But what is perhaps most appealing to civic leaders, community economic development officials and most lawmakers in the region, is the remarkable economic impact and tax generating revenue the complex will deliver for decades to come.

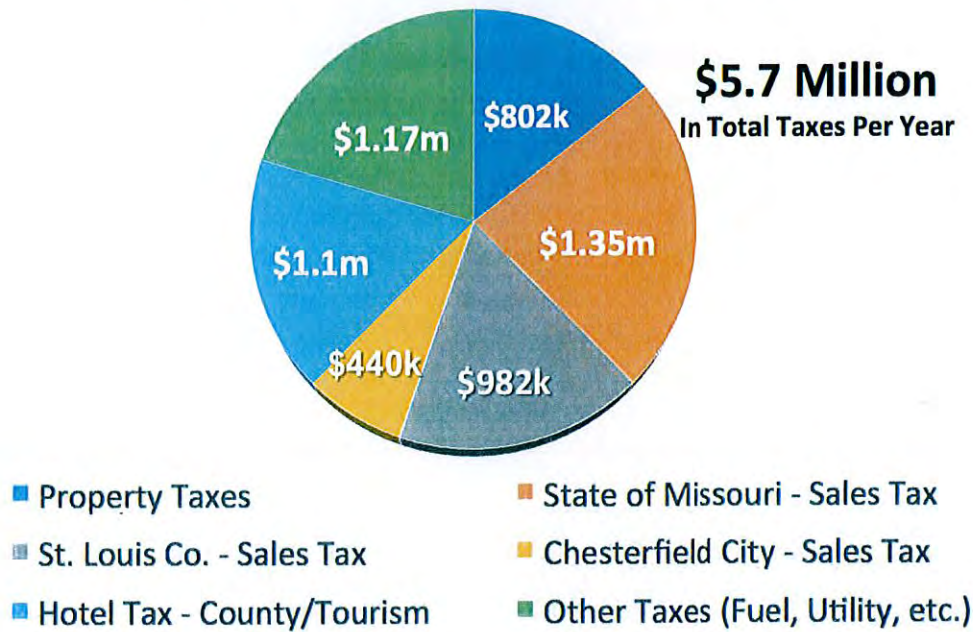
A study completed in 2016 by the St. Louis Sports Commission (SLSC), reported that the economic opportunities of a major youth sports complex like the POWERplex were ever growing. SLSC estimated that the annual economic return to the region would be between \$60 million and \$75 million each year. Unlike a professional team or stadium, the vast majority of this new revenue is being pumped directly into the community and existing businesses, not into the coffers of a professional sports team that can pack up and leave the city taking their billions in profits with them. Thankfully, the Cardinals and Blues are local owners who are deeply committed to our St. Louis region. They also reinvest in their communities, including a \$500,000 commitment by the Cardinals to help build the POWERplex.

One false claim is that the project would generate no property taxes because the complex was on city ground. What they failed to read or understand, is that the city contract calls for a mandatory "land replatting" after the master site plan is complete, when all the for-profits entities (hotels, restaurants, retailers) will be placed on for-profit acreage – not on the city land.

Several misconceptions on the POWERplex project were being spread by bloggers and citizens who had drawn false conclusions based on vague media reports. One false claim is that the project would generate no property taxes because the complex was on city ground. What they failed to read or understand, is that the city contract calls for a mandatory "land replatting" after the master site plan is complete, when all the for-profits entities (hotels, restaurants, retailers) will be placed on for-profit acreage – not on the city land. Only the non-profit (BASE Foundation) and their fields, domes, courts, recreation and educational spaces will not be subject to property tax (just as the city and their non-profit tenants do not pay property taxes on the adjacent property). This means that every for-profit company located on the property will pay the normal Chesterfield Valley retail sales taxes, hotel taxes, tourism taxes, levee taxes, utility taxes and property taxes to the 13 entities who receive those annual tax revenues.

As an addendum to this economic impact report, a complete tax report has been compiled of the anticipated taxes generated by the POWERplex. These estimates are based on a modest level of retail sales (\$32m) and hotel revenues (\$6.6m) as well as conservative commercial property value assessments (\$30m). All together, the taxable income paid and or generated directly by the POWERplex and its visitors will exceed \$5.6 million per year. Over the course of the first 10 years of operations, the POWERplex will create a tax boom for the State of Missouri, St. Louis County, Chesterfield, Rockwood School District, the Monarch Fire District and 11 other taxing entities in excess of \$56 Million! If St. Louis County invests \$10 million in the initial road and sewer infrastructure, their payback from new taxes directly to the county will be 5.8 years (with the county's share of property tax, hotel tax and sales tax revenue alone).

Total Annual Taxation Generated



That tax figure estimate of \$5.6 million per year does not take into account the significant amount of federal and state income tax generated by more than 300 employees working on the campus in stores, restaurants, hotels and inside the sports complex. Additionally, corporate and retail net earnings taxes will also apply to all the for-profit companies and service providers on the campus.

These tax revenue estimates are definitely conservative and only based on proven revenue models at other sports facilities in the US. If the POWERplex site secures one major big box sporting goods retailer, these retail sales figures would greatly increase. Also, if a large indoor water park lodge comes in with a 14-acre purchase and a 300-room hotel, revenues and real estate values will soar. What this tax report also does not factor is the additional acres that are NOT part of the POWERplex project, but are adjacent acres and prime for future development and NEW businesses and additional tax generating companies.

This facility is pioneering a new business plan that takes the burden of youth sports facilities off taxpayers and the local park districts, and transfers those capital and operating expenses onto the users of the complex and the companies and service providers who benefit the most from the business of youth sports...



SUMMARY STATEMENT

Clearly, the POWERplex is a unique, one-of-a-kind business model. This facility is pioneering a new business plan that takes the burden of youth sports facilities off taxpayers and the local park districts, and transfers those capital and operating expenses onto the users of the complex and the companies and service providers who benefit the most from the business of youth sports (tournament operators, concessionaires, hotels, restaurants, sporting goods retailers, etc.). The unique revenue-share model with self-imposed property support fees (1 to 2% of gross) that all restaurants, hotels and tenants on the property pay is what sustains and retires the significant tax-exempt privately backed bond that helps to build it. NO public funds, no CID, no TIF funding is involved on this project site. St. Louis County is wisely investing in vital infrastructure to make sure this facility is located in their taxing district and helping to make the entire north side of I-64/40 explode with economic development.

This is a true COMMUNITY project, not government controlled or parks department run. It is fans, families and companies who love youth sports and donors who know the tremendous value sports can bring to young lives, all coming together and doing something remarkable. This project can and will galvanize the St. Louis sports community. It will be a remarkable place for lacrosse, volleyball, basketball, pickleball, and many other growing sports. But most importantly, it will be known as one of the most remarkable softball and baseball complexes in America, built and sustained by the Best Baseball Fans in America! The entire St. Louis region will be proud to play and visit the POWERplex on a regular basis. This remarkable facility and sports destination campus will be a true celebration of how businesses, government and non-profit organizations can collaborate and do something special for hundreds of thousands of young athletes and their families each and every year without having to increase taxes or use public subsidy to build and sustain such a world-class facility.

Let's Play Ball!



Chesterfield Property Tax Rates - December 2016

Source: St. Louis County Dec -2017 Rate Book

\$30,000,000 Est. value of POWERplex Developments	x .32 /100 x Rate	\$30,000,000
<u>Property Taxing Entity</u>	<u>Commercial Rate</u>	<u>Annual Est. Property Tax</u>
State of Missouri	\$0.0300	\$2,880
St. Louis County	\$0.5130	\$49,248
City of Chesterfield	\$0.0000	\$0
County Library District	\$0.2630	\$25,248
St. Louis Community College	\$0.2185	\$20,976
Parkway School District	\$4.6796	
Rockwood School District	\$4.6678	\$448,109
Special School District	\$1.2409	\$119,126
Sheltered Workshop	\$0.0900	\$8,640
Metropolitan Zoo & Museum District	\$0.2795	\$26,832
Monarch Fire District	\$0.9420	\$90,432
Metro West Fire District	\$1.0720	
Metropolitan Sewer District (MSD) Extension	\$0.1196	\$11,482
TOTAL ANNUAL PROPERTY TAX		\$802,973

Chesterfield Sales Tax Rates as of June 1, 2015	\$32,000,000 Retail Sales	Sales Taxes Generated
	Sales Tax Rate	
State of Missouri	4.225	\$1,352,000
St. Louis County	2.938	\$940,160
City of Chesterfield (All TDD, CID & TIF)	1.375	\$440,000
TOTAL ANNUAL RETAIL TAXES GENERATED	8.538	\$2,732,160

*Retail purchases within the Chesterfield Valley have an additional .375% sales tax which funds transportation improvements (TDD)

Estimated 60,000 Hotel Rooms at avg. of \$110 per night		\$6,600,000 in Hotel Revenue
St. Louis County Lodging & Tourism Taxes	Tax Rate	Annual Taxes Generated
Convention and Tourism Tax	3.750	\$247,500
St. Louis Co. Hotel Tax	11.115	\$734,250
TOTAL HOTEL AND TOURISM TAXES CREATED	14.865	\$981,750

Additional Commerce Generated Taxes		
City Utility Tax Estimated Campus Utility Costs of \$1.4 million	\$0.0500	\$70,000
Motor Fuel Tax - Based on 325,000 visiting vehicles x 20 Gallons per	.17 per gallon	\$1,105,000

TOTAL ANNUAL TAXES PAID AND GENERATED BY THE POWERplex	\$5,691,882.80
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Finance Director
636-537-4726

MEMO

DATE: April 28, 2017
TO: Mike O. Geisel, City Administrator
FROM: Craig D. White, Finance Director CDW
RE: TracFone Settlement – Advocacy Fund

*Craig
Approved by
Council 5/15/2017
4-4 w/Protem breaking
tie vote.
Held until
meetings met 6/5/2017*

The City recently received a \$30,847 settlement from TracFone Wireless, a prepaid wireless provider. This company had previously refused to pay license taxes on its prepaid wireless services. The Missouri Municipal League represented 295 Missouri municipalities, including Chesterfield, in the suit which is further described in the attached "Frequently Asked Questions."

The MML Advocacy Fund has asked the represented municipalities to contributed 5 percent or more of the settlement to help MML continue to lobby and intervene at the state and federal level in cases and actions affecting cities. The MML Advocacy Fund was created in 2008 from class action settlement funds cities received from large telecom providers. Cities involved in those settlement agreements, including Chesterfield, designated 5 percent of the funds they received, allowing MML to create the Advocacy Fund. Prior to 2008, there was no Advocacy Fund and MML's legislative lobbying effort was carried out by the Executive Director. Additional information about the Advocacy Fund is contained in the attached correspondence for Dan Ross, Executive Director.

I recommend that the City contributes 5% (\$1,542.35) of the recent settlement to the MML Advocacy Fund.

EXHIBIT 9

TRACFONE SETTLEMENT Frequently Asked Questions

The following questions and answers try to provide general guidance to officials of the Political Subdivisions in the Settlement Class.

Specific Questions regarding any of the matters described in these questions and answers may be directed to Settlement Class Counsel.

The following is a summary. While every effort has been made to be accurate, some matters have been simplified, and nothing in these questions and answers amends, waives, or takes precedence over, anything in the Settlement Agreement. Capitalized terms used in these questions and answers are defined in the Settlement Agreement.

1. What is this case about?

On or about February 23, 2012, the City of Maryland Heights, Missouri and the City of Winchester, Missouri, brought the action styled *City of Maryland Heights, et al. v. TracFone Wireless, Inc.*, Cause No. 12SL-CC00648-01, in the Circuit Court of St. Louis County, Missouri against TracFone Wireless, Inc. ("TracFone") asserting, on behalf of themselves and a proposed class of Missouri Political Subdivisions, claims that TracFone is liable to Plaintiffs and the other Political Subdivisions under their respective business and/or occupational license tax ordinances for taxes on receipts from supplying or furnishing commercial mobile radio service, telephone, exchange telephone or telecommunications service and for interest and/or penalties on the alleged past due taxes.

After extensive litigation, the Plaintiffs and TracFone have entered into a Settlement Agreement of the class action lawsuit. The Settlement Agreement has been given preliminary approval by the Circuit Court of St. Louis County.

Based on the information available to both sides and the risks involved in a trial, Plaintiffs and Settlement Class Counsel have concluded that the proposed settlement is fair, reasonable, and adequate, and that it serves the best interests of Settlement Class Members.

TracFone does not admit that it is subject to the Business License Taxes but has agreed to this Settlement and will pay past taxes and future taxes to members of the Settlement Class.

Under the Settlement Agreement, the Political Subdivisions in the Settlement Class are entitled to payment of past taxes and to payment of additional taxes in the future.

2. Who are the parties to this case?

The named Plaintiffs in this class action are the City of Maryland Heights and the City of Winchester, Missouri. Plaintiffs filed this lawsuit as a class action to assert their own individual claims and to represent a class of Political Subdivisions who have similar claims.

The defendant is TracFone Wireless, Inc.

3. What Political Subdivisions are in the "Settlement Class"?

Settlement Class means the class certified for settlement purposes only, pursuant to the Preliminary Approval Order, consisting of all Political Subdivisions in the State of Missouri that have adopted a code or ordinance that imposes a Business License Tax, including – but not limited to – those Political Subdivisions listed on Exhibit 1 hereto. The Prior Opt-Outs listed on Exhibit 2 hereto and the following Political Subdivisions are specifically excluded from the Settlement Class: City of Boonville, Missouri, City of Jefferson, Missouri, and City of Springfield, Missouri. In developing Exhibit 1, Class Counsel has endeavored in good faith to identify all Political Subdivisions in the State of Missouri (other than excluded Political Subdivisions) that Class Counsel believes have Business License Taxes. However, if in response to Notice, a Political Subdivision that is not specifically excluded and not listed on Exhibit 1 comes forward asserting that it has a Business License Tax, Class Counsel, TracFone and the Court will determine whether such Political Subdivision is appropriately included in the Settlement Class.

4. What ordinances qualify? What is a "Business License Tax" for purposes of this case?

For purposes of the Settlement, "Business License Tax" means any tax, including any fee, charge, or assessment in the nature of a tax, imposed by a Political Subdivision on any person who constitutes a "telephone company," "exchange telephone company," "telecommunications company," "public utility," "utility" or any similar entity, reseller or service provider for the privilege of engaging in the business of providing telephone, exchange telephone, telecommunications, or any other type of Telecommunications Service, and specifically includes any tax imposed under Sections 66.300, 80.090, 92.045, 92.073, 94.110, 94.270, or 94.360, RSMo, or under authority granted in any charter, as well as an occupation license tax, gross receipts tax, flat tax, franchise tax, or similar tax, or any tax "alternative" to any of the foregoing, **but shall not include:**

a) Any state or Political Subdivision sales tax imposed under or subject to Sections 32.085 and 32.087 or 144.010 to 144.525, RSMo; or

b) Any Political Subdivision right-of-way usage fee, including but not limited to any fee imposed under the authority of a Political Subdivision's police powers under Sections 67.1830 to 67.1846, RSMo; or

c) Any tax or fee levied for emergency services under Section 190.292, 190.305, 190.325, 190.335, or 190.430, RSMo, or any tax authorized by the Missouri General Assembly hereinafter enacted for emergency services; or

d) Any rent for use of Political Subdivision's premises.

5. What is "Telecommunications Service"?

"Telecommunications service" has the same meaning ascribed thereto by Section 144.010.1(14) RSMo.

6. Who pays the tax?

The tax is being paid by TracFone. TracFone is permitted (but not required) to bill its customers to reimburse its cost of the future tax.

Because these taxes are themselves treated as "gross receipts" that are included in the tax base of Business License Taxes imposed on gross receipts, if TracFone charges its customers the tax, the remitted taxes are calculated by TracFone using grossed-up rates that cover the cost of the additional tax on the tax collection. Thus, for example, TracFone will collect a 5.26% tax to cover the cost of a 5.00% gross receipts tax.

7. What compensation or benefits will the Settlement provide?

The Settlement, if it is finally approved by the Court, provides for the payment of past taxes, accrued taxes and future taxes as described in more detail below.

a) **Payment of Past Taxes.** Pursuant to the Settlement, TracFone will pay \$9,000,000 in compromise of taxes allegedly due and owing through May 31, 2016 and an additional \$125,000.00 per month, pro-rated, for taxes allegedly due and owing from June 1, 2016 through October 13, 2016. Exhibit 3 hereto shows the estimated payment for each known Political Subdivision in the Settlement Class. The estimated payments were determined in accordance with the formula attached hereto as Exhibit 4.

b) Because the formula for calculating the Past Tax payment depends on the calculation of each Settlement Class Member's Business License Tax payment and other factors, it is possible that a Settlement Class Member's share of the amount to be distributed pursuant to the Settlement may change if, inter alia, Defendant approves an adjustment to the calculations pursuant to a Settlement Class Member's appeal to Defendant under Section V(C) of the Settlement Agreement, or otherwise.

c) **Payment of Accrued and Future Taxes.** Beginning on October 13, 2016, TracFone has agreed to pay each Settlement Class Member's Business License Tax on its receipts from Prepaid Retail Sales (including but not limited to receipts from license tax surcharges and receipts from any retail customer now or hereafter exempt from the state sales tax) and to include such receipts in the base when calculating future payments of Business License Tax to each Settlement Class Member. "Prepaid Retail Sales" means TracFone's taxable sales of Telecommunications Service and products, consistent with state and federal law, to end-user customers by way of internet, telephone or otherwise. Prepaid Retail Sales exclude TracFone's Prepaid Sales to Resellers. With respect to Settlement Class Members with dual rates applicable to residential and non-residential customers, TracFone will remit future Business License Tax payments using the highest applicable rate.

8. What is the source of the rate for taxes on gross receipts?

The current rates shown on Exhibit 8 to the Settlement Agreement were obtained from copies of ordinances and municipal code sections that were provided to TracFone by Settlement Class Counsel.

9. Are the amounts in the Notice the exact amounts the Settlement Class Member will receive?

The Past Tax payment amount in the Notice you received is an estimate based on the formula attached hereto (which is also set forth in Exhibit 7 to the Settlement Agreement). The amount could change. For example, if a Settlement Class Member proves that it is entitled to more than its present estimate, then the shares of other Settlement Class Members will decrease.

10. How does a Settlement Class Member qualify for payment?

The short answer is that if the Political Subdivision is listed on Exhibit 1 hereto, the Political Subdivision does not need to do anything to receive the benefits of the Settlement.

If you are a Settlement Class Member, you will receive the Past Tax payment shown in paragraph 2(a) of the Notice and Accrued and Future Taxes in accordance with paragraph 2(b) of the Notice. You do not need to file a claim form.

If you are not listed on Exhibit 1 but have a Business License Tax that you believe is applicable, you should send a certified copy of your ordinance to Thompson Coburn, LLP, Attn: TracFone Settlement Administrator, One US Bank Plaza, Suite 3500, St. Louis, MO 63101 for review and determination by Class Counsel, TracFone and the Court as to whether you are entitled to participate in the Settlement. You should include with your submission a detailed explanation of why you believe you are part of the Settlement Class.

11. When will a Settlement Class Member get its past tax payment?

Each Political Subdivision will receive its payment within thirty days after the Court has entered its final judgment approving the Settlement and order of dismissal in this case and that judgment of the Court has become final. If the Court enters its final judgment on January 30, 2017, when the final fairness hearing is scheduled, and there are no appeals from that final judgment, TracFone should mail payments on or before April 12, 2017.

12. What if a Settlement Class Member disagrees with the amount of past taxes?

Under the terms of the Settlement, a Settlement Class Member that disagrees with the Past Tax payment amount may submit a detailed explanation as to why it believes the Past Tax payment was incorrectly calculated or erroneous postmarked on or before December 16, 2016, as specified in Section V(C) of the Settlement Agreement. You should mail your detailed explanation to: Thompson Coburn, LLP, ATTN: TracFone Settlement Administrator, One US Bank Plaza, Suite 3500, St. Louis, MO 63101.

In the event TracFone disagrees with the Settlement Class Member's contention, TracFone is obligated to meet and confer in good faith with Settlement Class Counsel and representatives of the Settlement Class Member in question in an effort to resolve the issue. If after such consultation, the Settlement Class Member and TracFone cannot agree on the Past Tax payment, the Past Tax payment specified in this Notice shall be the amount the Settlement Class Member is entitled to receive pursuant to the Settlement, subject to the Settlement Class Member's right to present its disagreement through counsel to the Court for resolution.

13. What if a Settlement Class Member disagrees with the Settlement or the Fees and Expenses?

A Settlement Class Member can object to the Settlement or to Class Counsel's Fee and Expense Application. The Settlement Class Member must state its objection in writing and file it with the Court postmarked no later than December 16, 2016. Any such objection must include a detailed statement of the basis for the objection and a declaration stating that the Political Subdivision is a member of the Settlement Class. An objector may be subject to discovery and depositions related to the objection. If the Settlement Class Member does not properly file and serve an objection by December 16, 2016, any objections it has to the Settlement or to the Fees and Expenses will be waived. The objection should be addressed to:

Circuit Court for the County of St. Louis, Missouri
7900 Carondelet Avenue
Clayton, MO 63105

and marked to indicate "Objection to Proposed Settlement in *City of Maryland Heights, et al. v. TracFone Wireless, Inc.*, Cause No. 12SL-CC00648-01,"

The Settlement Class Member must simultaneously mail its objection to Plaintiffs' attorneys:

John W. Hoffman
Douglas R. Sprong
Korein Tillery, LLC
505 North 7th Street, Suite
3600
St. Louis, MO 63101

John F. Mulligan, Jr.
101 South Hanley,
Suite 1280
Clayton, MO 63105

Howard Paperner
9322 Manchester Road
St. Louis, MO 63119

and to TracFone's attorneys:

Roman P. Wuller
John S. Kingston
Thompson Coburn, LLP
One US Bank Plaza
Suite 3500
St. Louis, MO 63101

14. When will the Settlement be finally approved?

The Court will conduct a public hearing to determine whether to approve the proposed Settlement and to determine the amount of Fees and Expenses to be awarded to the attorneys for the Plaintiffs and the Settlement Class on January 30, 2017, at 1:30 p.m. Although the hearing will be open to the public, Settlement Class Members will not be entitled to be heard in opposition to the Settlement unless they have filed a timely objection to the Settlement or to the attorneys' Fees and Expenses and timely filed and served a notice of intent to appear at the hearing. If a timely objection and notice of intent to appear is filed and served, a Settlement Class Member may appear by its own counsel and be heard at the hearing.

15. Are Settlement Class Members responsible for attorneys' fees for Class Counsel?

The attorneys for Plaintiffs and the Settlement Class will submit to the Court for approval a request for Fees and Expenses in the amount of \$2,694,737.50, which is approximately 25% of the total of the Past Tax Payment and Accrued Tax Payment funds (through March 13, 2017), plus litigation expenses, to be paid by TracFone from such funds.

TracFone has agreed not to oppose an award of fees and expenses in the amount set forth in this Notice. The Court will independently determine the amount of any fees and expenses awarded to Settlement Class Counsel.

16. Can a Political Subdivision opt out of the Settlement?

A Political Subdivision can exclude itself from the Settlement Class, which means it will not participate in any aspect of the Settlement, and the Political Subdivision may pursue its own claims, if any, at its own expense against TracFone. To do so, the Political Subdivision must state its request to be excluded in writing and deliver or postmark the request no later than December 16, 2016 to:

Thompson Coburn LLP
Attn: TracFone Settlement Administrator
One US Bank Plaza
Suite 3500
St. Louis, MO 63101

The Political Subdivision must simultaneously mail its Request for Exclusion to Class Counsel:

John W. Hoffman
Douglas R. Sprong
Korein Tillery, LLC
505 North 7th Street, Suite
3600
St. Louis, MO 63101

John F. Mulligan, Jr.
101 South Hanley,
Suite 1280
Clayton, MO 63105

Howard Paperner
9322 Manchester Road
St. Louis, MO 63119

Unless you file a Request for Exclusion, you will be prohibited from bringing a lawsuit against TracFone based on any of the released claims asserted by Plaintiffs. The judgment(s), whether

favorable or not, will include all members of the Settlement Class who do not request exclusion. Any Settlement Class Member who does not request exclusion may, if desired, enter an appearance through counsel at your own expense.

17. Can a Settlement Class Member assign part of its recovery to the Missouri Municipal League or the Municipal League of Metro St. Louis?

The Settlement allows you to assign a portion of your Past Tax payment, i.e., a portion of the amount shown in Exhibit 3 hereto to the Missouri Municipal League or the Municipal League of Metro St. Louis (if you are located within St. Louis County). If you wish to make such an assignment, you must complete and return the form attached as Exhibit 3 to the Notice, postmarked on or before December 16, 2016. **The amount of Past Tax payment that you receive will be reduced by the amount of the assignment.**

18. How can I get additional information?

Copies of the Settlement Agreement and template Notice are posted on the Missouri Municipal League website.

You may also examine the Settlement Agreement, the court orders and the other papers filed in the lawsuit at the Office of the Clerk of the Circuit Court of St. Louis County, Missouri at 7900 Carondelet Avenue, Clayton, Missouri 63105 during regular business hours. If you wish, you may seek the advice and guidance of your own attorney, at your own expense.

If you wish to communicate with or obtain information from attorneys for the Settlement Class, you may do so by letter at the addresses listed below. You should direct any such inquiries described in this FAQ to Plaintiffs' attorneys:

John W. Hoffman
Douglas R. Sprong
Korein Tillery, LLC
505 North 7th Street, Suite
3600
St. Louis, MO 63101

John F. Mulligan, Jr.
101 South Hanley,
Suite 1280
Clayton, MO 63105

Howard Paperner
9322 Manchester Road
St. Louis, MO 63119

Please do not contact the Court, Counsel for TracFone or any TracFone representative for information.

City of Chesterfield
TracFone Settlement – Advocacy Fund

From: Info@mocities.com [mailto:Info@mocities.com]
Sent: Monday, April 10, 2017 3:37 PM
To: Mike Geisel <mgeisel@chesterfield.mo.us>
Subject: TracFone Settlement Update: Help MML Keep Up The Fight

TracFone Settlement Update

April 10, 2017

If you are one of the 295 MML member municipalities named in the class action settlement with TracFone Wireless Inc., you should receive your settlement payment in the next two weeks. Checks are scheduled to be sent out beginning April 11. If you are one of the approximately 100 municipalities who have allocated or committed to contribute 5 percent or more of your settlement to help MML continue to lobby and intervene at the state and federal level in cases and actions affecting cities, we sincerely thank you. If you haven't yet committed you can take the matter up at your next council meeting and approve the expenditure from settlement funds once you have received your check.

Let me offer a little background information. The MML Advocacy Fund was created in 2008 from class action settlement funds cities received from large telecom providers. Cities involved in those settlement agreements designated 5 percent of the funds they received, allowing MML to create the Advocacy Fund. Prior to 2008, there was no Advocacy Fund and MML's legislative lobbying effort was carried out by the Executive Director.

MML involvement in litigated cases was limited to *pro bono* work contributed by various municipal law firms and municipal attorneys. MML has never had a budget for advocacy or for intervention in cases impacting municipalities.

In 2008, the newly created Advocacy Fund started with a balance of approximately \$965,500. Since that time, the fund has been accessed eighty-three times to represent municipal interests in the legislature and the courts in Missouri and in Washington, to intervene in FCC and other federal agency proceedings, and to provide expert witnesses. Beginning in 2017, the MML Board approved our request to retain permanent part-time lobbyist services to help with the increase in volume of threats to municipal revenues and local control. Currently our team is tracking over 400 filed bills in the Missouri legislature that could impact municipalities.

For the past four years, Advocacy Fund expenditures to address threats to municipalities have been as follows:

2013 - \$103,433

2014 - \$166,620

2015 - \$127,173

2016 - \$113,162

Advocacy Fund resources permit MML to fight back against well-funded interests from within and outside Missouri and the U.S.A.

City of Chesterfield
TracFone Settlement – Advocacy Fund

By the end of 2017 the Advocacy fund balance will be below \$500,000. We estimate expenditures to average at least \$150,000/year if we maintain the same level of advocacy and involvement in court cases. Without replenishing the Advocacy Fund at this time of opportunity, it will be exhausted in approximately three years.

Class action settlement funds and a little interest earned on the investment have been the only source of resources for the Advocacy Fund. That is why we need and are asking the 195 as yet uncommitted class-action member municipalities to take the simple steps, at your next council meeting, to approve and allocate at least 5 percent of your TracFone settlement to help replenish the Advocacy Fund. Then, upon receipt of your settlement payment, issue a check payable to MML.

Help MML keep up the fight for you wherever threats and challenges arise. Thanks for your consideration.

If you have any questions or concerns, feel free to call or email me. My contact information is email dross@mocities.com and 573-635-9134.

Sincerely,

Dan Ross
Executive Director
Missouri Municipal League

LEGISLATION

BILL NO. 3152 – AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI, UPDATING DEER CONTROL AND DEER HUNTING REGULATIONS AND REQUIREMENTS **(FIRST READING) (PUBLIC HEALTH AND SAFETY COMMITTEE RECOMMENDS APPROVAL)**

BILL NO. 3153 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI REPEALING AND REPLACING SECTION 25-28 OF THE CITY OF CHESTERFIELD MUNICIPAL CODE REGARDING THE PLACEMENT OF WASTE CONTAINERS, TREE WASTE AND FIREWOOD. **(FIRST READING) (PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**

BILL NO. 3155 – AN ORDINANCE TO REGULATE UNMANNED AIRCRAFT SYSTEMS (DRONES) **(FIRST READING) (PUBLIC HEALTH AND SAFETY COMMITTEE RECOMMENDS APPROVAL)**

BILL NO. 3156 – AN ORDINANCE AMENDING SECTION 21-77 TO CHAPTER 21, ARTICLE VI OF THE CHESTERFIELD CITY CODE RELATING TO THE REGULATION OF RENTING OF SINGLE-FAMILY DWELLINGS. **(FIRST READING) (PUBLIC HEALTH AND SAFETY COMMITTEE RECOMMENDS APPROVAL)**

BILL NO. 3152

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF CHESTERFIELD,
MISSOURI, UPDATING DEER CONTROL AND DEER
HUNTING REGULATIONS AND REQUIREMENTS**

WHEREAS, the City Council of the City of Chesterfield, Missouri (the "City"), has received numerous reports of property damage due to the increase in the deer population within the City limits and adjoining municipalities; and,

WHEREAS, the City Council hereby finds that an increasing deer population within the City limits and adjoining municipalities constitutes a threat to personal property within the City and that the continued growth of the deer population also creates potential hazard to the physical safety of children, homeowners, residents, pedestrians and motorists; and,

WHEREAS, it is the intent of the City Council by enacting Deer Control Policy and Hunting Regulations to exercise reasonable police power over the growth of the deer population in order to safeguard the general welfare and safety of the community; and,

WHEREAS, in order to preserve the physical safety of children, homeowners, residents, pedestrians and motorists within the City, and in order to reduce property damage by deer to residences located within the City limits, the City Council hereby enacts the following Deer Control Policy and Hunting Regulations.

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

Section 1. Notwithstanding any other Ordinance relating to the discharge of firearms of the City of Chesterfield to the contrary, Article VI of the City's Municipal Code, titled "Deer Control Policy and Hunting Regulations", is hereby repealed and replaced with the following headings, words and phrases:

SECTION 5-76: Definitions.

As used in this Section the following terms shall have these prescribed meanings:

ARCHERY DEVICE: Any longbow or compound bow.

CROSSBOW: A device for discharging quarrels, bolts, or arrows, formed of a bow set cross-wise on a stock, usually drawn by means of a mechanism and discharged by the release of a trigger.

FIREARM:

(a) The term "firearm" as is used in this Ordinance means any rifle, shotgun, weapon or similar mechanism by whatever name known, which is designed to expel a projectile or projectiles through a gun barrel, tube, pipe,

cylinder or similar device by the action of any explosive. The term "firearm" shall not apply to devices used exclusively for commercial, industrial or vocational purposes.

(b) The term "projectile weapon" means any bow, crossbow, pellet gun, slingshot or other weapon that is not a firearm, which is capable of expelling a projectile that could inflict serious physical injury or death by striking or piercing a person.

UNDER THE INFLUENCE: Under the influence shall be defined by the state regulation applied to motor vehicle operation.

SECTION 5-77: Hunting Regulations within the City Limits.

Regulation of hunting within the corporate limits of the City of Chesterfield during deer hunting season set by the Department of Conservation or such other specific time authorized by the City of Chesterfield.

1. Discharging or releasing arrows from Archery Devices, or crossbows, within the city limits is limited to hunting permitted under this Ordinance.
2. Prior to any hunting activity under this section, the property owner shall notify the Chesterfield Police Department of his or her intent to hunt on his or her property. The notification shall include the names of all property owners, the address of the proposed hunt property, the dates of the proposed hunt, and the names of all proposed hunters. In addition to the foregoing, the property owner shall complete a *Notification of Intent to Hunt* form and return said form to the Police Department prior to engaging in or permitting any hunting activity on his or her property.
3. Prior to the engagement of any hunting activity, the property owner shall provide to the Police Department, a certificate of insurance or indemnity bond providing evidence of a policy of liability insurance and/or indemnity bond in an amount not less than one million dollars (\$1,000,000.00) per occurrence insuring or bonding the property owner and/or the designated hunter. The indemnity of the property owner and the hunter may be combined to reach the minimum limits mandated by this sub-paragraph. Said liability insurance and/or indemnity bond shall provide insurance coverage and/or indemnity for all claims for damages resulting from any act of negligence of the designated hunter or by any agent, assign, employee, independent contractors, or licensee of the designated hunter.
4. All current laws of the State of Missouri as regards to the regulations of hunting shall be obeyed within the corporate limits of Chesterfield.

5. The hunt shall conform to all state regulations as defined by the Missouri Department of Conservation.
6. *Permission to Hunt*
 - a. It shall be unlawful for any person carrying an archery device of any type, to knowingly enter into the premises of another, or to discharge any of the aforesaid devices while on the premises or property of another without first having obtained permission in writing from the owner, lessee, or person in charge of such premises or property. The duly obtained written permission shall be carried on the person of the hunter requesting and receiving such permission. This Section shall not apply to a person carrying, or discharging such a device while in the immediate presence of the owner, lessee, or person in-charge of said premises or property.
 - b. In addition to the requirements set forth herein, it shall be at the discretion of the owner, lessee, or person in-charge of any premises or property to set the parameters under which any person may hunt upon any such premises or property under the control of the owner, lessee, or person in-charge.
 - c. The hunter on any property upon which the permission to hunt has been granted, shall be held responsible for the actions of those persons to whom such permission has been granted by the landowner, lessee, or person in-charge.
 - d. No person without lawful authority, or without the expressed or implied consent of the owner, lessee or his agent, shall enter any building or enter upon any enclosed or improved real estate, lot or parcel of ground in the City of Chesterfield; or being upon the property of another, shall fail or refuse to leave such property when requested to do so by owner, lessee, or person in-charge of said property.
 - e. Contiguous neighbors must be notified in writing by the property owner and the property owner must be able to show the appropriate documentation of receipt of the notification of the approximate date and time period of the hunt. For purposes of this sub-section, contiguous shall mean any adjoining property that shares a common property line (or point) with the lot on which the proposed hunt shall occur. Lots separated by streets, common areas, or other public thoroughfares shall not be considered contiguous.

8. In addition to any requirements imposed by Missouri Department of Conservation regulations, any individual who successfully harvests a deer during a hunt must report the hunter's name, sex of the deer, and the location of the harvest within two (2) business days by calling Chesterfield Police Department during normal business hours or by delivering written notification to the Police Department.
9. Prior to discharging an archery device intended to be used for hunting, it shall be the hunter's responsibility to permanently mark each arrow or other projectile with his or her Missouri Department of Conservation identification number.
10. Nothing in this Deer Control Policy shall authorize the parking or standing of vehicles on private property without the consent of the property owner or to park a vehicle in any manner otherwise prohibited by the City Code. All hunters shall park their vehicles on the same property on which they are hunting.
11. Prior to hunting within the city limits of Chesterfield, every individual seeking to hunt shall provide a certificate of completion of an archery device hunter safety course as approved or provided by the Missouri Department of Conservation.

SECTION 5-78: Specific actions prohibited/required.

- a. It shall be unlawful for any person to discharge any archery device across any street, sidewalk, road, highway or playground.
- b. It shall be unlawful for any person to discharge an archery projectile, at or in the direction of any person, vehicle, dwelling, house, church, school, playground or building.
- c. It shall be unlawful any person to discharge an archery device within one hundred fifty (150) yards of any church, school, or playground. It shall be unlawful for any person to discharge an archery device within thirty (30) yards of any dwelling, building, structure, or vehicle, unless the hunter has previously received express authority to discharge the archery device within thirty (30) yards from the owner of the dwelling, building, structure, or vehicle.
- d. No arrow or other projectile used to hunt deer pursuant to the Deer Control Policy may be discharged or projected at such an angle or distance as to land on public or private property other than the property on which the hunt has been authorized.

- e. No arrow or other projectile used to hunt deer pursuant to the Deer Control Policy may be discharged or projected at such an angle or distance as to land within seventy-five (75) feet of any front-yard property line.
- f. No arrow or other projectile used to hunt deer pursuant to the Deer Control Policy may be discharged or projected at such an angle or distance as to land within fifty (50) feet of any street or public-right of way.
- g. All hunting shall be conducted from an elevated position that is at least ten (10) feet in height and faces the interior of the property. The elevated position (deer stand) shall be located in such a way as to direct arrows towards the interior of the property and to prevent any arrow from landing any closer than twenty-five (25) feet from any side or rear property line. No arrow shall be shot from a distance greater than twenty (20) yards.
- h. No hunting is authorized on tracts of land under one half (1/2) acre in area, except that adjacent property owners may combine their parcels to satisfy the property line discharge restrictions contained in Sections (e) and (g) herein. All other provisions of the Deer Control Policy shall apply to combined lots.
- i. It shall be unlawful for any person under the age of eighteen (18) years old to hunt deer within the city limits of Chesterfield.
- j. No person shall possess, consume or be under the influence of alcohol or any other controlled substance while engaged in hunting activities within the city limits of Chesterfield.

Section 5-79: Deer Retrieval.

- a. Any person who kills or injures any deer while hunting shall make a reasonable search to retrieve the deer and take it into his or her possession.
- b. This section does not authorize the act of trespass.
- c. It shall be the hunter's responsibility to immediately notify any property owner, other than the specific property owner who previously authorized the hunt, of the fact that an injured or dead deer is located on his or her property.
- d. It shall be the hunter's responsibility to obtain the permission of any property owner upon which an injured or dead deer is located prior to engaging in a reasonable search and retrieval of the deer.

- e. In the event that a hunter cannot obtain the permission of a property owner to conduct a reasonable search and retrieval of an injured or dead deer, the hunter shall immediately notify the Missouri Department of Conservation.

Section 5-80: Field Cleaning

- a. Any person who kills any deer while hunting shall follow all Missouri Department of Conservation guidelines regarding field dressing and processing of the animal.
- b. Any person who kills any deer while hunting shall take all precautionary measures to avoid field dressing the deer in a public or conspicuous location.
- c. Any person who field dresses or otherwise processes a deer shall properly dispose of the discarded organs and/or body parts in plastic bags in private trash depositories, or by other appropriate means. Nothing contained herein shall authorize the illegal dumping of solid waste or authorize the illegal dumping of bio-hazardous waste.

Section 5-81: Penalty for Violation

- a. Any person, entity, or group of individuals who shall perform an act in violation of this section, or who shall fail to follow the rules and/or regulations contained in this section, shall be deemed to have committed a misdemeanor.
- b. The penalty for violating any provision of this section shall be the assessment of a fine up to \$1,000.00 per violation. In addition to any fine imposed herein, the Municipal Court shall have authority to issue a sentence of confinement in jail up to a period of ninety (90) days per violation. Each individual violation may be punishable separately as determined by the Municipal Judge.

Section 2. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed and held for naught.

Section 3. Nothing in this Ordinance shall be construed as to affect any suit or proceeding pending in any Court, or any right acquired or liability incurred, or any cause or causes of action acquired or existing under any act or Ordinance hereby amended.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed and approved this _____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK

Suggested Actions for Property Owner Authorizing a Deer Hunt on Their Property

- 1) Contract with an experienced archery hunter aged eighteen or older (as directed by City Ordinance).
- 2) Obtain a commitment from the hunter of his/her willingness to harvest does.
- 3) Verify the hunter's liability insurance.
- 4) Verify your liability insurance (as directed by City Ordinance, i.e. the insurance requirement of \$1 million can be a combination of \$ 1/2 million held by the hunter and \$ 1/2 million by the property owner.)
- 5) Review with hunter the tree stand location to ensure it will provide for shooting down only (as directed by City Ordinance).
- 6) Determine how close the deer are to be before an arrow is released. Remind hunters the maximum distance is 20 yards.
- 7) Have the hunter sign a liability release for any damage that might occur to him/her while on your property. Review with the hunter any hazards on your property, i.e. sink holes, etc. including walking path easements. A map with these areas indicated may be appropriate.
- 8) Notification of neighbors (as directed by City Ordinance).
- 9) Verify hunter has a state license.
- 10) Hunter must at all times carry written permission from landowner to hunt.
- 11) Hunter's vehicle is to be parked on landowners' property (refer to City Ordinance for details).
- 12) It is suggested only one hunter be on your property at any given time
- 13) Be sure the hunter knows and understands your boundary lines.
- 14) Reach understanding on what disposition will be made of any wayward arrows. Verify the hunter's arrows are identified with his/her 9-digit Missouri Department of Conservation identification number (refer to City Ordinance for details).
- 15) Get a commitment for disposition of harvested deer, i.e. will the hunter assume all responsibility including costs? (refer to City Ordinance for details)
- 16) Suggested questions to ask hunters:
 - Verify hunter has received a copy of the City Ordinance
 - How long have you been hunting deer?
 - Have you harvested deer in the past?
 - Have you completed a hunter safety course?
 - Do you possess the proper permits?
 - How many deer did you harvest last year? How many were does?
 - How many deer are you willing to take?
 - Are you willing to take antlerless deer?
 - When will you be hunting? What dates? Morning? Evening? Weekday? Weekend?
 - Are you going to call before hunting?
 - Will you be bringing anyone with you?
 - Who should I call in case of emergency?
 - What kind of car do you drive?

NOTIFICATION OF INTENT TO HUNT

The undersigned property owner, after having the opportunity to fully read and understand the City of Chesterfield Deer Control Policy, hereby notifies the City of Chesterfield Police Department of his/her intent to permit archery hunting on the following property:

Owner's Name(s) _____ Phone # _____

Hunter Name (s) _____ Phone # _____

Address (es) _____

Address(es) of Property to be hunted _____

Dates of Proposed Hunt _____

The Property owner(s) further certifies the following:

YES

NO

I (We) have provided a certificate of insurance in the aggregate amount of \$1,000,000.00 to the Police Department which provides liability coverage for the hunting activity?

I (We) have reviewed and understand the regulations of the Deer Control Policy.

I (We) have provided a certificate of completion of an archery device hunter safety course as approved or provided by the Missouri Department of Conservation.

I (We) have received a copy of "Suggested Actions for Property Owners".

All hunters on my property shall be at least 18 years of age.

The property on which the hunt shall occur consists of at least ½ acre or a combination of more than one property owner.

I (We) shall notify all contiguous property owners of the hunt.

I (We) or my designated agent (i.e., hunter), shall notify the Chesterfield Police Department within 2 business days of any deer harvested.

If more than one property is involved in a combined hunt, all property owners must sign the indemnity clause and waiver below.

INDEMNITY CLAUSE AND WAIVER

I/We, _____, and my heirs, successors and assigns, in consideration of being authorized to hunt within the corporate limits of the City of Chesterfield, agree to abide by the terms and conditions of the Deer Control Policy, as well as all State regulations concerning deer hunting, and I further agree to indemnify and hold harmless the City of Chesterfield, for any and all claims which may arise from the hunting activity on my property, whether such claim is based on property damage or personal injury, or whether or not the claim is based on my activity, the activity of my agents or assigns, or if the claim arises on property other than my own, including acts of negligence, and I further agree that this indemnity clause includes the reimbursement to the City of Chesterfield for any and all costs of defense, including court costs and attorney fees, in the event that the City is named as a defendant.

Signature

Date

Signature

Date

**PROCEDURAL LIST FOR
HUNTING SEASON
(For Police Department Use Only)**

- Accept from homeowner only - signed/dated *Notification of Intent to Hunt* form confirming that all questions asked were checked affirmatively.
- Ask the person submitting *Notification of Intent to Hunt* if the homeowner and/or they are familiar with all requirements of the Chesterfield Ordinance.
- Confirm that included in the submittals or previous submittals is sufficient insurance coverage.
- Confirm that included in the submittals or previous submittals is information regarding the hunter, i.e. name; address; make, model and year of their automobile that might be parked at the authorizing party's home; bowhunter's certification. The certification number is not to be published. This information is to be provided to the Captain of Police Operations.
- If a request is made for information about the hunter, only the name and address will be provided.
- If someone calls to complain about someone hunting on property adjacent to their property and they were not notified of this intent to hunt, have them fill out the Deer Hunt Complaint Form. An investigation will be made regarding the complaint by the appropriate authority, i.e. police, City Attorney, Department of Conservation, etc.



NEIGHBORHOOD POLICY DEER HUNTING

CONTIGUOUS NEIGHBOR NOTIFICATION

I have been notified in writing by:

(Name)

(Address)

That they plan to bow hunt on their property during archery season September 15, 20__-January 15, 20__.

The hunter(s) having permission to hunt in accordance with Chesterfield Ordinance 2217

() May

() May Not

Enter my property for the sole purpose of deer retrieval.

Name

Address

Date

BILL NO. 3153

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI REPEALING AND REPLACING SECTION 25-28 OF THE CITY OF CHESTERFIELD MUNICIPAL CODE REGARDING THE PLACEMENT OF WASTE CONTAINERS, TREE WASTE AND FIREWOOD.

WHEREAS, the City of Chesterfield strives to be a beautiful and safe place for residents to live, work, and drive; and,

WHEREAS, the City of Chesterfield is proud of its residential neighborhoods and desires to maintain a positive appearance for all neighborhoods within the City; and,

WHEREAS, in order to maintain the appearance of its residential neighborhoods, the City of Chesterfield desires to restrict the placement of solid waste containers for each residential property such that solid waste containers are not visible from a street which abuts that residential property.

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

Section 1. Section 25-28 of the City of Chesterfield Municipal Code is repealed in its entirety, and replaced with the following:

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

- (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 as 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 (½) 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 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 2. The Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2017.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 06/05/2017

BILL NO. 3155

ORDINANCE NO. _____

AN ORDINANCE TO REGULATE UNMANNED AIRCRAFT SYSTEMS (DRONES)

WHEREAS, the City of Chesterfield is aware of the proliferation of privately operated unmanned aircraft (drones) by individuals: and,

WHEREAS, the operation of unmanned aircraft (drones) may present a threat to individual privacy and potential physical harm to residents: and,

WHEREAS, the City of Chesterfield is concerned with the peace, safety and welfare of neighborhoods: and,

WHEREAS, The City of Chesterfield is desirous of protecting the residents from potential mishaps caused by such operation of unmanned aircraft (drones):

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

It shall be unlawful for any person to operate an unmanned aircraft within the limits of the City of Chesterfield other than as stipulated herein.

Section I. Definitions: For purposes of this section, the following words and phrases shall have the following meanings:

A. Definitions:

1. **City**

City of Chesterfield

2. **Unmanned Aircraft (drone)**

An aircraft operated without the possibility of direct human intervention from within or on the aircraft.

3. **Operate**

To pilot, steer, direct, fly or manage a small unmanned aircraft through the air whether from within the aircraft or remotely. The term "operate" includes managing or initiating a computer system that pilots, steers, directs, flies or manages a small unmanned aircraft.

4. **Surveillance**

The gathering, without permission and in a manner that is offensive to a reasonable person, of visual images, physical impressions, sound recordings, data or other information involving the private, personal, business or familial activities of another person, business or entity, or that otherwise intrudes upon the privacy, solitude or seclusion of another person, business or entity regardless of whether a physical trespass onto such other person's, business's or other entity's land, or into the airspace above such other person's, business's or other entity's land, occurs in connection with such surveillance.

5. **Unmanned Aircraft Systems (UAS) (drone)**

An unmanned aircraft and its associated elements including communication links and the components that control the unmanned aircraft.

6. **Remote UAS Pilot**

The person who:

- a. Has final authority and responsibility for the operation and safety of the flight;
- b. Has been designated as pilot in command before or during the flight; and
- c. Holds the appropriate category, class, and type rating, if appropriate, for the conduct of the flight.

7. **Special event**

Any public gathering or event held outdoors on city property that requires the issuance of a permit from the City of Chesterfield.

8. **Visual Observer**

Means a person who is designated by the remote pilot in command to assist the remote pilot in command and the person manipulating the flight controls of the small UAS to see and avoid other air traffic or objects aloft or on the ground.

9. **Commercial Purpose**

Means receiving anything of value resulting from the operation of the UAS.

10. **Small UAS**

Means a UAS that weighs more than 0.55 pounds and less than 55 pounds. (this includes the actual aircraft and its support systems)

- B. The UAS in flight must remain within visual line of sight of the Pilot of the UAS.
- C. The Pilot(s) of a UAS shall not operate a UAS over persons unprotected by shelter.
- D. The remote pilot of an UAS shall not operate the UAS, nor shall a person act as a visual observer for the operation of an UAS, under the influence of alcohol or controlled substance.
- E. The remote pilot of an UAS shall ensure the operating environment is safe and shall not operate the UAS in a reckless or negligent manner so as to endanger the life or property of another.
- F. It shall be unlawful to operate a UAS directly over the private property of another without the property owner's consent, if such operation of the UAS:
 - 1. enters into the immediate reaches of the air space next to private property or,
 - 2. if it interferes substantially with the property owner's use and enjoyment of his/her property.
- G. All UAS shall be limited to daylight-only operations, or civil twilight – thirty (30) minutes before official sunrise to thirty (30) minutes after official sunset, local time.
- H. It shall be unlawful to operate a UAS for surveillance within the City limits.
- I. It shall be unlawful to operate a UAS over or adjacent to any City sponsored event or athletic event, bicycle race, City swimming pool, fireworks display parade, or emergency scene such as a fire, motor vehicle accident, or crime scene.

- J. An operator of an UAS must have in their possession the UAS registration as issued by the FAA at time of flight and display that registration upon request of an authorized official, such as a police officer.
- K. A remote UAS Pilot must have in their possession an FAA Commercial Remote Pilot Certificate and display that certificate upon request by an authorized official such as a police officer if flying for commercial purposes
- L. Notwithstanding the provisions set forth herein, nothing in this ordinance shall be construed so as to prohibit the use of a drone by a Law Enforcement Agency.

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

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

Passed and approved this _____ day of _____, 2017.

Bob Nation, Mayor

ATTEST:

Vickie Hass, City Clerk

First Reading Held: _____

BILL NO. 3156

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 21-77 TO CHAPTER 21, ARTICLE VI OF THE CHESTERFIELD CITY CODE RELATING TO THE REGULATION OF RENTING OF SINGLE-FAMILY DWELLINGS.

WHEREAS, the peace, safety, and general welfare of neighborhoods can be negatively affected by excessive noise, disorderly conduct, illegal parking, overcrowding, and excessive accumulation of refuse created by short term vacation rentals; and

WHEREAS, the Public Health and Safety Committee, having considered said amendment to Chapter 21 of the City Code, recommended approval; and,

WHEREAS, the City Council having considered said requested amendment to Chapter 21 of the City Code, recommended approval.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI as follows:

Section 1. Section 21-77 of the City of Chesterfield, Missouri, Code is hereby amended to read as follows:

Section 21-77 RENTING OF SINGLE-FAMILY DWELLINGS

- a) No individual, family, or family member who occupies or resides in a single-family dwelling shall accept or charge rent to allow or permit an individual who is not a family member to occupy or dwell in the same single-family dwelling.
- b) No individual, family or family member shall pay rent or offer to pay rent to occupy or reside in a single-family dwelling which is currently occupied by another family.
- c) Short term rentals, defined as terms of 30 days or less, of single-family dwelling, in part or in whole, shall be prohibited.
- d) For the purpose of this section "Rent" is defined as something given by way of compensation for the right to dwell or occupy in a single-family dwelling. "Rent" shall not include a stipend or payment of living expenses for a student under the age of nineteen (19) who is then

participating in a recognized foreign exchange student program.

- e) Violation of this section shall be a misdemeanor, punishable by a fine of not less than five dollars (\$5.00) and not more than one thousand dollars (\$1,000.00) or by imprisonment not to exceed three (3) months or by both such fine and imprisonment.

Section 2. The Section assignments designated in this Ordinance may be revised and altered in the process of recodifying or servicing the City's Code of Ordinances upon supplementation of such code if, in discretion of the editor, an alternative designation would be more reasonable. In adjusting such designations, the editor may also change other designations and numerical assignment of code sections to accommodate such changes.

Section 3. It is hereby declared to be the intention of the City Council that each and every party, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2017.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: _____

LEGISLATION – PLANNING COMMISSION

BILL NO. 3148 – AN ORDINANCE REPEALING ORDINANCE 2791 OF THE CITY OF CHESTERFIELD TO CHANGE THE CONDITIONS OF ATTACHMENT “A” RELATIVE TO THE “PI” PLANNED INDUSTRIAL DISTRICT FOR A 1.95 ACRE TRACT OF LAND LOCATED AT 16625 OLD CHESTERFIELD ROAD AND 16635 OLD CHESTERFIELD ROAD. (P.Z. 16-2016 EJ PROPERTIES {16625 & 16635 OLD CHESTERFIELD ROAD}). **(SECOND READING) (PLANNING COMMISSION RECOMMENDS APPROVAL; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL, AS AMENDED)**

BILL NO. 3149 – AN ORDINANCE AMENDING ARTICLE 3 SECTION 03-06 USE TABLE FOR RESIDENTIAL DISTRICTS AND ARTICLE 4 SECTION 04-01 SITE AND BUILDING DESIGN TABLE OF THE UNIFIED DEVELOPMENT CODE (P.Z. 06-2017 CITY OF CHESTERFIELD (UNIFIED DEVELOPMENT CODE ARTICLES 3 AND 4)). **(SECOND READING) (PLANNING COMMISSION RECOMMENDS APPROVAL; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**

Bill NO. 3154 – AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN “M3” PLANNED INDUSTRIAL DISTRICT TO A “PC” PLANNED COMMERCIAL DISTRICT FOR A 16.0 ACRE TRACT OF LAND AT 18331, 18333, AND 18335 CHESTERFIELD AIRPORT ROAD, LOCATED AT THE NORTHWEST SIDE OF THE INTERSECTION OF CHESTERFIELD AIRPORT ROAD AND SPIRIT OF ST. LOUIS BOULEVARD. (P.Z. 14-2016 18331, 18333 & 18335 CHESTERFIELD AIRPORT ROAD {LSL I, LLC AND LSL II, LLC} 17V410060, 17V410026 AND 17V410037). **(FIRST READING) (PLANNING COMMISSION RECOMMENDS APPROVAL; PLANNING & PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL, AS AMENDED.)**

BILL NO. 3157 – AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE WARWICK ON WHITE ROAD SUBDIVISION, AN 8.31 ACRE TRACT OF LAND ZONED “R-2” RESIDENCE DISTRICT LOCATED SOUTHEAST OF THE INTERSECTION OF WHITE ROAD AND GREENTRAILS DRIVE. **(FIRST & SECOND READINGS) (PLANNING COMMISSION RECOMMENDS APPROVAL.)**

BILL NO. 3148

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE 2791 OF THE CITY OF CHESTERFIELD TO CHANGE THE CONDITIONS OF ATTACHMENT "A" RELATIVE TO THE "PI" PLANNED INDUSTRIAL DISTRICT FOR A 1.95 ACRE TRACT OF LAND LOCATED AT 16625 OLD CHESTERFIELD ROAD AND 16635 OLD CHESTERFIELD ROAD. (P.Z. 16-2016 EJ PROPERTIES {16625 & 16635 OLD CHESTERFIELD ROAD}).

WHEREAS, the petitioner, EJ Properties, has requested an amendment for an existing "PI" Planned Industrial District for a 1.95 acre tract of land located at 16625 Old Chesterfield Road and 16635 Old Chesterfield Road; and,

WHEREAS, the request is to amend the permitted uses to permit a snow cone stand, a farmer's market, and outdoor sales; and,

WHEREAS, the petitioner is also requesting flexibility from the parking requirements; and,

WHEREAS, a Public Hearing was held before the Planning Commission on December 12, 2016; and,

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

WHEREAS, the Planning and Public Works Committee, having considered said request amended the use permitting the outdoor storage of vehicles by limiting said storage to one hundred and fifty (150) feet and screened from the Old Chesterfield Road right-of-way and voted to approve the change of zoning request as amended.

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 Ordinance Number 2791 is hereby repealed and those conditions therein are incorporated into this Attachment A, which is attached hereto and made a part hereof for a 1.95 acre tract of land

located at 16625 Old Chesterfield Road and 16635 Old Chesterfield Road and as described as follows:

A tract of land in U.S. Survey 2031, Township 45 North, Range 4 East, St. Louis County, MO, and described as follows: Beginning at a point in the north line of Olive Street Road (60 feet wide), and its intersection with the east line of a tract of land conveyed to Chesterfield Farmer's Elevator Supply Company, per deed recorded in Deed Book 467, page 165 of the St. Louis County Records; thence west along said north line of Olive Street Road, north 70 degrees, 47 minutes west, a distance of 300.00 feet to a point, and said point being the intersection of the west line of property conveyed to St. Louis, Kansas City and Colorado Railroad Company by deed recorded in Deed Book 87, page 574 of the St. Louis County Records; thence along said west line north 19 degrees, 13 minutes east, a distance of 175.00 feet to a point, said point being the northeast corner of property conveyed to Louis C. Goehri and wife by deed recorded in Deed Book 1741, page 445 of the aforesaid records; thence along Goehri's north line north 70 degrees, 47 minutes west, a distance of 100.00 feet to a point; thence north 19 degrees, 13 minutes east, a distance of 73.84 feet to a point in the south line of the right-of-way, 100 feet wide, of Chicago, Rock Island and Pacific Railroad Company; thence along said right-of-way, along a curve to the right having a radius of 1948.90 feet, and arc distance of 47.42 feet (the chord of which bears south 73 degrees, 27 minutes, 49 seconds east, a distance of 47.41 feet) to a point of tangency; thence south 72 degrees, 46 minutes east, a distance of 302.50 feet to a point of curve; thence along a curve to the left having a radius of 1470.85 feet an arc distance of 50.39 feet (the chord of which bears south 73 degrees, 44 minutes, 53 seconds east, a distance of 50.38 feet) to a point being the intersection of the east line of aforesaid property conveyed per book 467, page 165 with said right-of-way line; thence along said east line south 19 degrees, 13 minutes west, a distance of 264.13 feet to the point of beginning and containing 85,049 square feet or 1.95 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" which is attached hereto as and made part of.

Section 3. The City Council, pursuant to the petition filed by EJ Properties in P.Z. 16-2016, requesting the amendment embodied in this

ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 12th day of December 2016, 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 _____, 2017.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 05/15/2017

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 with a Landmark and Preservation Area (LPA) Procedure shall be:
 - a. Gymnasium;
 - b. Business, professional and technical training schools;
 - c. Stores, shops, markets, service facilities, and automatic vending facilities in which goods or services related to floral or interior design, artwork, crafts for the home or other similar and related items are being offered for sale or hire to the general public on the premises including outdoor sales and storage of said items;
 - d. Business service establishment;
 - e. Cafeterias for employees and guests only;
 - f. Laundries and dry cleaning plants, which include dry cleaning drop-off and pickup stations;
 - g. Offices or office buildings;
 - h. Plumbing, electrical, air conditioning and heating equipment sales, warehousing and repair facilities;
 - i. Restaurants, sit down;
 - j. Sales, servicing, repairing, cleaning, renting, leasing and necessary outdoor storage of equipment and vehicles used by business, industry and agriculture. The outdoor storage of said vehicles shall be no closer than one hundred and fifty (150) feet and screened from the Old Chesterfield Road right-of-way;
 - k. Service facilities, studios or work areas for antique salespersons, artists, candy makers, craftpersons, dressmakers, tailors, music teachers, dance teachers, typists and stenographers, including cabinet makers, film processors, fishing tackle and bait shops and souvenir sales. Goods and services associated with these uses may be sold or provided directly to the public on premises;
 - l. Warehousing, storage or wholesaling of manufactured commodities;
 - m. Farmer's Market

- n. Sno Cone Stand
 - o. Or other uses which may be sought under the Chesterfield Zoning Ordinance after future public hearings.
2. The uses permitted in section 1.a, 1.f, 1.h, 1.j, and 1.n above shall only be permitted in conjunction with the buildings which were in existence at the time of passage of this ordinance.

3. HOURS OF OPERATION

- a. Hours of operation for all uses shall be restricted from 6:00 A.M. to 10:00 P.M.
- b. Use 1.n shall be restricted to Saturday and Sunday operation only.
- c. Uses 1.c, 1.j, 1.k, and 1.m listed above are considered retail uses and 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.

FLOOR AREA, HEIGHT, BUILDING AND PARKING STRUCTURE REQUIREMENTS

1. FLOOR AREA

- a. Total building floor area shall not exceed 24,990 square feet.
- b. Total building floor area for the use permitted in section A.1.a above shall not exceed 6,000 square feet.

2. HEIGHT

- a. The maximum height of the building, exclusive of roof screening, shall not exceed one (1) story.

3. BUILDING REQUIREMENTS

- a. Openspace: Openspace includes all areas excluding the building or areas for vehicular circulation.

A minimum of eight percent (8%) openspace is required for this development.

- b. Floor Area Ratio: F.A.R. is the gross floor area of all buildings on a lot divided by the total lot area. This square footage does not include any structured or surface parking. Planning Commission

may request two (2) calculations: one (1) calculation for those areas above grade and another that includes building area below grade. This development shall have a maximum Floor Area Ratio (F.A.R.) of (30%).

C. SETBACKS

1. STRUCTURE SETBACKS

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

- a. Fifty (50) feet from the right-of-way of Old Chesterfield Road. If additional right-of-way is required by the St. Louis County Department of Highways and Traffic, this shall be measured from the right-of-way.
- b. Twenty (20) feet from the northern limits of this "PI" Planned Industrial District.
- c. Twenty five (25) feet from property lines adjoining property in the "NU" Non-Urban, "PS" Park and Scenic, or any "R" Residence District.
- d. Twenty (20) feet from the eastern limits of this "PI" Planned Industrial District.

2. PARKING SETBACKS

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

- a. In this "PI" Planned Industrial District, no unenclosed parking or loading space or internal drive shall be closer than ten (10) feet to any adjoining "PS" Park and Scenic, "NU" Non-Urban or "R" Residence District.
- b. Said parking setbacks shall be effectively screened. Such screening shall consist of a sight-proof fence or wall, and such screening shall be not less than five (5) feet in height above the surface or wall, and such screening shall not be less than five (5) feet in height above the surface elevation of the parking area, except where sight distance regulations at streets require other arrangements.

D. PARKING AND LOADING REQUIREMENTS

1. Parking and loading spaces for this development shall be as required in the City of Chesterfield Code with the exception of uses, A.1.m, A.1.n, and outdoor sales areas in conjunction with the uses permitted

in section A.1.c above which shall be exempt from meeting the minimum parking requirements.

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. Construction parking shall not be permitted on public-maintained roadways. Adequate off-street stabilized parking area(s) shall be provided for construction employees.

E. LANDSCAPE AND TREE REQUIREMENTS

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

F. SIGN REQUIREMENTS

1. All signage is subject to review by the City of Chesterfield for compatibility with the existing historic area.
2. 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.
3. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the City of Chesterfield, and/or the St. Louis County Department of Highways and Traffic (or MoDOT), for sight distance considerations prior to installation or construction.
4. No temporary, portable, or advertising signs shall be permitted.

G. LIGHT REQUIREMENTS

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

2. Light standards shall not exceed twenty-four (24) feet in height and the location of light standards shall be as approved by the Planning Commission on the appropriate development plan.
3. No on-site illumination source shall be so situated that light is cast directly on adjoining properties or public roadways.
4. Streetlights are required to be added which will be in keeping with the historical character of the area, as approved by the City of Chesterfield.

H. ARCHITECTURAL

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

I. ACCESS/ACCESS MANAGEMENT

1. Access to this development from Old Chesterfield Road shall be restricted to the existing entrances, as directed by the City of Chesterfield.
2. The entrance(s) shall not be less than twenty-four (24) feet wide or more than forty (40) feet wide at the right-of-way line. The radius used to increase the opening at the curb or pavement edge shall not be less than ten (10) feet or more than forty (40) feet. The City of Chesterfield must approve any method used to channel traffic within the site.

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Internal streets shall be constructed in accordance with Section 1005.180 of the Subdivision Ordinance of the City of Chesterfield.
2. If street grades in excess of six percent (6%) are desired, steep grade approval must be obtained. In no case shall slopes in excess of twelve percent (12%) be considered. Any request for steep street grades

must include justification prepared, signed and sealed by a registered professional engineer and include plans, profiles, boring logs, cross-sections, etc in accordance with the Street Grade Design Policy. The justification should clearly indicate site conditions and alternatives considered. If steep grades are approved for this site, a disclosure statement shall be provided to all potential buyers and a note indicating that priority snow removal will not be given to this site shall be included on the Site Development Plan and Record Plat.

3. Obtain approvals from the City of Chesterfield for locations of proposed curb cuts, areas of new dedication, and roadway improvements.
4. Improve Old Chesterfield Road to one-half of a seventy (70) foot right-of-way and a thirty-nine (39) foot pavement with required tapers and include all storm drainage facilities as directed by the City of Chesterfield.
5. Provide a five (5) foot wide sidewalk, conforming to ADA standards, along all frontages of the site as directed by the City of Chesterfield. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects. The sidewalk may be located within right-of-way controlled by another agency, if permitted by that agency or on private property within a sidewalk, maintenance and utility easement dedicated for public use.
6. An easement for a pedestrian trail shall be dedicated to the City of Chesterfield. Said easement shall be located along the western property line and the southwestern property line of one hundred (100) feet noted as North 70 degrees 47 minutes 00 seconds West. Easement width shall be ten (10) feet unless adjacent to the existing building as shown on the Preliminary Plan dated March 1999. Easement adjacent to such building shall be the maximum allowable between the property line and the structure.
7. The existing fence located in the easement shall be relocated by the City of Chesterfield when the pedestrian trail is developed.
8. If the pedestrian trail is to be located at another location, a vacation of easement will be done by the City of Chesterfield. The setbacks shall be from the property line not the edge of the easement.
9. Provide street connections to the adjoining properties as directed by the City of Chesterfield. Stub street signage, in conformance with Section 1005.180 of the Subdivision Ordinance, shall be posted within 30 days of the street pavement being placed.

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 Old Chesterfield 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 St. Louis County Department of Highways and Traffic.

L. POWER OF REVIEW

Either Councilmember of the Ward where a development is proposed or the Mayor may request that the plan for a development be reviewed and approved by the entire City Council. This request must be made no later than twenty-four (24) hours after Planning Commission review. The City Council will then take appropriate action relative to the proposal. The plan for a development, for purposes of this section, may include the site development plan, site development section plan, site development concept plan, landscape plan, lighting plans, architectural elevations, sign package or any amendment thereto.

M. STORM WATER

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or an adequate piped system. The adequacy and condition of the existing downstream system shall be verified and upgraded if necessary.
2. 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.
3. Detention/retention, channel protection, and water quality measures are to be provided in each watershed as required by the City of

Chesterfield and the Metropolitan St. Louis Sewer District. The storm water management facilities shall be operational prior to paving of any driveways or parking areas in non-residential developments or issuance of building permits exceeding sixty percent (60%) of the approved dwelling units in each plat, watershed or phase of residential developments. The location and types of storm water management facilities shall be identified on all Site Development Plans.

4. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed.
5. The lowest opening of all structures shall be set at least two (2) feet higher than the one hundred (100) year high water elevation in detention/retention facilities. All structures shall be set at least 30 feet horizontally from the limits of the one hundred (100) year high water.
6. Locations of site features such as lakes and detention ponds must be approved by the City of Chesterfield and the Metropolitan St. Louis Sewer District.

N. SANITARY SEWER

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

O. GEOTECHNICAL REPORT

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

P. MISCELLANEOUS

1. All utilities shall be installed underground. The development of this parcel will coordinate the installation of all utilities in conjunction with the construction of any roadway on site.
2. Sleeves for future telecommunication services are required to be

installed adjacent and/or parallel to any proposed roadway, or other location as directed by the City of Chesterfield, in order to facilitate the installation of utilities and telecommunication infrastructure for current and future users.

3. 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.
4. 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.

II. TIME PERIOD FOR SUBMITTAL OF SITE DEVELOPMENT CONCEPT PLANS AND SITE DEVELOPMENT PLANS

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

III. COMMENCEMENT OF CONSTRUCTION

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

IV. GENERAL CRITERIA

A. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

The Site Development Plan shall 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. Outboundary plat and legal description of the 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, and significant natural features, such as wooded areas and rock formations, 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 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 two (2) feet, 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. Provide a lighting plan in accordance with the City of Chesterfield Code.
20. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Ordinance.
21. 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.
22. Provide comments/approvals from the appropriate Fire District, the Metropolitan St. Louis Sewer District, the St. Louis County Department of Highways and Traffic, and Spirit of St. Louis Airport.
23. Compliance with Sky Exposure Plane.

V. TRUST FUND CONTRIBUTION

The developer shall contribute a Traffic Generation Assessment (TGA) to the Chesterfield Village Road Trust Fund (Trust Fund No. 554). This contribution shall not exceed an amount established by multiplying the ordinance-required parking space by the following rate schedule:

<u>Type of Development</u>	<u>Required Contribution</u>
Recreational Use	\$512.12/Parking Space
General Office	\$741.06/Parking Space
General Retail	\$2,223.29/Parking Space
Loading Space	\$3638.14/Parking Space

(Parking Space as required by the site-specific ordinance or by section 1003.165 of the Saint Louis County Zoning Ordinance.)

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

Allowable credits for required roadway improvements will be awarded as directed by the Saint Louis County Department of Highways and Traffic and the City of Chesterfield.

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, should be retained in the appropriate trust fund.

The amount of the required contribution, if not approved for construction by January 1, 2015, shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accord with the construction cost index as determined by the Saint Louis County Department of Highways and Traffic.

Traffic generation assessment contributions shall be deposited with Saint 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.

VI. RECORDING

Within 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.

BILL NO. 3149

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 3 SECTION 03-06 USE TABLE FOR RESIDENTIAL DISTRICTS AND ARTICLE 4 SECTION 04-01 SITE AND BUILDING DESIGN TABLE OF THE UNIFIED DEVELOPMENT CODE (P.Z. 06-2017 CITY OF CHESTERFIELD (UNIFIED DEVELOPMENT CODE ARTICLES 3 AND 4)).

WHEREAS, the City of Chesterfield Unified Development Code contains regulations and requirements pertaining to the development of land within the City; and,

WHEREAS, the Unified Development Code serves to promote the public health, safety, and general welfare of the citizens of the City of Chesterfield; and,

WHEREAS, the City of Chesterfield seeks to update regulations and requirements pertaining to the Use Table for Residential Districts and the Architectural Review Design Standards; and,

WHEREAS, a Public Hearing was held before the Planning Commission on March 27, 2017; and,

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

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

WHEREAS, the City Council, having considered said amendments, voted to approve the updates to Articles 3 and 4 of the Unified Development Code pertaining to the Use Table for Residential Districts and the Architectural Review Design Standards.

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

Section 1. The City of Chesterfield hereby repeals Article 3 Section 06 Use Table for Residential Districts of the Unified Development Code and replaces it with a new Section as set out in Attachment "A" which is attached hereto and made part thereof.

Section 2. The City of Chesterfield hereby repeals Article 04 Section 01 Site and Building Design Table of the Unified Development Code and replaces it with a new Section as set out in Attachment "B" which is attached hereto and made part thereof.

Section 3. If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as whole, or any part thereof.

Section 4. The provisions of the Ordinance may be amended in the future by the City Council of the City of Chesterfield.

Section 5. Where this Ordinance differs or conflicts with other laws, rules and regulations, unless the right to do so is preempted or prohibited by the County, State, or Federal government, the more restrictive or protective of the City and the public shall apply.

Section 6. This Ordinance shall be codified within the Municipal Code of the City of Chesterfield.

Section 7. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2017.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 05/15/2017

Attachment A

Article 03: Zoning Districts and Uses

Sec. 03-06. USE TABLE FOR RESIDENTIAL DISTRICTS

Use Table for Residential Districts

Uses:

P-Permitted C-Conditional

* means the use is allowed with conditions. See Section 03-03 for additional regulations

USE GROUP		ZONING DISTRICT AND CATEGORY											
	LLR	E-2 Ac	E-1 Ac	E-1/2 Ac	R-2	R-3	R-4	R-5	R-6	R-6A	R-6AA	R-7	R-8
RESIDENTIAL													
	Dwellings												
	Single-family detached	P	P	P	P	P	P	P	P	P	P	P	P
	Single-family attached			P				P	P				
	Multi-family								P	P	P	P	P
	Group home	C	C	C	C	C	C	C	C	C	C	C	C
	Group residential facility	C	C	C	C	C	C	C	C	C	C	C	C
	Mobile home park	C*				C*							
	Nursing homes	C	C	C	C	C	C	C	C	C	C	C	C
	CIVIC												
	Public safety facilities	P	P	P	P	C	P	P	P	P	P	P	P
	PUBLIC												
	Administrative offices for educational or religious institutions	C	C	C	C	C	C	C	C	C	C	C	C
	Cemetery	C	C	C	C	C	C	C	C	C	C	C	C
Churches and other places of worship	P	P	P	P	P	P	P	P	P	P	P	P	
Clubs or Community Centers	C	C	C	C	C	C	C	C	C	C	C	C	
Day care center	C	C	C	C	C	C	C	C	C	C	C	C	
Day care home	C	C	C	C	C	C	C	C	C	C	C	C	
Farming (including cultivation and sale of crops, plants and domestic animals with no salesrooms)	P	C	C										
Golf courses	C	P	P	P	P	P	C	C	C	C	C	C	C
Home Occupation	P	P	P	P	P	P	P	P	P	P	P	P	P
Hospitals	C	C	C	C	C	C	C	C	C	C	C	C	C
Hospice	C	C	C	C	C	C	C	C	C	C	C	C	C

Article 03: Zoning Districts and Uses

	LLR	E-2 Ac	E-1 Ac	E-1/2 Ac	R-2	R-3	R-4	R-5	R-6	R-6A	R-6AA	R-7	R-8
Libraries, public or private	C	C	C	C	P	P	P	P	P	P	P	P	P
Livestock and stables	C*	C	C										
Mortuary	C	C	C	C	C	C	C	C	C	C	C	C	C
Parks	P	P	P	P	P	P	P	P	P	P	P	P	P
Recreation facility	C												
Restaurant, sit down													
Retreat Center	C	C	C	C	C	C	C	C	C	C	C	C	C
Kennels, boarding	C	C	C	C									
Kennels, private	C	C	C	C									
Veterinary clinics	C												
Wildlife reservation, forest and conservation project	P	P	P	P	P								
College/University	P	P	P	P	P	P	P	P	P	P	P	P	P
Primary	P	P	P	P	P	P	P	P	P	P	P	P	P
Secondary	P	P	P	P	P	P	P	P	P	P	P	P	P
Kindergarten, Nursery School	P	P	P	P	P	P	P	P	P	P	P	P	P
Specialized Private School	C	C	C	C	C	C	C	C	C	C	C	C	C
Public facilities	P	P	P	P	P	P	P	P	P	P	P	P	P
Public facilities over 60 ft. in height	C	C	C	C	C	C	C	C	C	C	C	C	C
Sewage treatment facilities, other than facilities permitted as an accessory use	C	C	C	C	C	C	C	C	C	C	C	C	C
Telecommunications tower or facility	C	C	C	C	C	C	C	C	C	C	C	C	C

Attachment B

Article 04. Development Requirements and Design Standards

	Access	Exterior Elements	Landscaping and Screening	Scale	Site Design
Residential Architecture	See "General Requirements for Building Design" Section 04-01.D. of this Article.	Use architectural elements and materials matching the front façade on the sides and rear of the structure where the façade is visible from streets external to the subdivision. Avoid long uninterrupted building surfaces and materials or designs that cause glare. Primary building material shall be extended and installed so that no more than twelve (12) inches of concrete foundation wall is exposed.	See "General Requirements for Building Design" Section 04-01.D. of this Article.	Design to fit appropriately with the natural landscape. Design infill development to reinforce functional relationships and patterns of development within the existing neighborhood.	Utilize setbacks, screening, building massing or driveway parking locations to provide transitions when adjacent to a different land use or residential density.
Multi-Family Architecture	Provide an on-site pedestrian system with access to common ground areas.	Express architecturally the individual dwelling units within the building. Utilize color, material and plane changes to articulate facades. Avoid monotonous or institutional designs. Primary building material shall be extended and installed so that no more than twelve (12) inches of concrete foundation wall is exposed.	See "General Requirements for Building Design" Section 04-01.D. of this Article.	Respect the scale, proportion and character of the adjacent or predominant neighborhood.	Provide functional recreation areas. Provide private outdoor space for each dwelling. Provide visual transitions between the street and the dwelling units.

BILL NO. 3154

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN "M3" PLANNED INDUSTRIAL DISTRICT TO A "PC" PLANNED COMMERCIAL DISTRICT FOR A 16.0 ACRE TRACT OF LAND AT 18331, 18333, AND 18335 CHESTERFIELD AIRPORT ROAD, LOCATED AT THE NORTHWEST SIDE OF THE INTERSECTION OF CHESTERFIELD AIRPORT ROAD AND SPIRIT OF ST. LOUIS BOULEVARD. (P.Z. 14-2016 18331, 18333 & 18335 CHESTERFIELD AIRPORT ROAD {LSL I, LLC AND LSL II, LLC} 17V410060, 17V410026 AND 17V410037).

WHEREAS, the petitioner, Nasrallah Global RE Services, LLC, has requested a change in zoning from the "M3" Planned Industrial District to a "PC" Planned Commercial District for a 16.0 acre tract of land at 18331, 18333 and 18335 Chesterfield Airport Road, located at the northwest side of the intersection of Chesterfield Airport Road and Spirit of St. Louis Boulevard.; and,

WHEREAS, a Public Hearing was held before the Planning Commission on December 12, 2016; and,

WHEREAS, the Planning Commission, having considered said request, recommended approval of the change of zoning with one amendment; and,

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the change of zoning request with three amendments;

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 "PC" Planned Commercial District for a 16.0 acre tract of land located at 18331, 18333 and 18335 Chesterfield Airport Road and as described as follows:

PARCEL 1

A TRACT OF LAND, BEING PART OF LOTS 5 AND 6 OF THE SUBDIVISION OF R.H. STEVENS FARM ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 37 OF THE ST. LOUIS CITY, FORMER COUNTY, RECORDS, AND BEING PART OF U.S. SURVEYS 102 AND 122, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE FIFTH PRINCIPAL MERIDIAN IN ST. LOUIS COUNTY, MISSOURI, BEING ALSO THE 29.605 ACRE TRACT DESCRIBED IN INSTRUMENT RECORDED IN BOOK 2898, PAGE 144 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS EXCEPTING THEREFROM THAT PART CONVEYED TO ST. LOUIS COUNTY, MISSOURI BY INSTRUMENT RECORDED IN BOOK 6249, PAGE 556, ALSO EXCEPTING THEREFROM THAT PART TAKEN BY THE STATE OF MISSOURI BY SUIT #290860, THE REPORT OF COMMISSIONERS IS RECORDED IN BOOK 6343, PAGES 824 THRU 871 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERN CORNER OF SAID 29.605 ACRE TRACT, BEING A POINT ON THE SOUTH LINE OF LOT 3 OF THE NICHOLAS MUELLER ESTATE, DISTANT NORTH 77 DEGREES 35 MINUTES 54 SECONDS EAST 1494.83 FEET (BY DEED) FROM THE SOUTHWEST CORNER OF SAID LOT 3; THENCE ALONG THE NORTH LINE OF SAID 29.605 ACRE TRACT, THE SOUTH LINE OF SAID LOT 3, AND THE SOUTH LINE OF LOTS 3 AND 2 OF THE SUBDIVISION OF LOTS 1 AND 2 OF THE PARTITION OF THE NICHOLAS MUELLER ESTATE, NORTH 77 DEGREES 35 MINUTES 54 SECONDS EAST 723.04 FEET TO THE NORTHWEST CORNER OF SAID PART TAKEN BY THE STATE OF MISSOURI, AND DESCRIBED IN BOOK 6343, PAGE 838 AND 839 OF SAID ST. LOUIS COUNTY RECORDS; THENCE ALONG THE WESTERN LINE OF SAID PART TAKEN SOUTH 0 DEGREES 18 MINUTES 39 SECONDS EAST 391.87 FEET; SOUTH 4 DEGREES 48 MINUTES 31 SECONDS WEST 200.13 FEET; SOUTH 3 DEGREES 12 MINUTES 29 SECONDS EAST 253.18 FEET; SOUTH 5 DEGREES 52 MINUTES 56 SECONDS WEST 355.00 FEET; AND SOUTH 50 DEGREES 06 MINUTES 45 SECONDS WEST 128.92 FEET TO THE NORTHERN LINE OF CHESTERFIELD AIRPORT ROAD, 100 FEET WIDE, (TRAFFIC RELIEF HIGHWAY NO. 40), BEING ALSO A POINT ON THE BOUNDARY OF SAID 29.605 ACRE TRACT; THENCE ALONG SAID NORTHERN LINE NORTH 83 DEGREES 41 MINUTES

WEST 172.40 FEET TO THE SOUTHEASTERN CORNER OF THE 0.508 ACRE TRACT DESCRIBED IN SAID BOOK 2898, PAGE 144; THENCE ALONG THE EASTERN LINE OF SAID 0.508 ACRE TRACT NORTH 4 DEGREES 57 MINUTES WEST 198.83 FEET TO THE NORTHEASTERN CORNER OF SAID 0.508 ACRE TRACT; THENCE ALONG THE NORTHERN LINE OF SAID 0.508 ACRE TRACT AND THE NORTHERN LINE OF A 0.535 ACRE TRACT DESCRIBED IN SAID BOOK 2898, PAGE 144 NORTH 83 DEGREES 41 MINUTES WEST 185.55 FEET TO THE CORNER OF SAID 29.605 ACRE TRACT; THENCE NORTH 12 DEGREES 32 MINUTES 53 SECONDS WEST 908.83 FEET BACK TO THE POINT OF BEGINNING.

AND

PARCEL 2

PART OF LOT 6 OF THE SUBDIVISION OF R.H. STEVENS FARM IN U.S. SURVEY 102 TOWNSHIP 45 NORTH RANGE 3 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 37 OF THE RECORDS OF THE CITY (FORMER COUNTY) OF ST. LOUIS, MISSOURI AND DESCRIBED AS: BEGINNING AT A POINT IN THE NORTH LINE OF TRAFFIC RELIEF HIGHWAY #40, 100 FEET WIDE, WHICH POINT BEARS NORTH 83 DEGREES 26 MINUTES WEST 1737.78 FEET FROM THE SOUTHEAST CORNER OF A 29.612 ACRE TRACT FIRST DESCRIBED IN DEED TO ANN C. ALBRECHT BY DEED RECORDED IN BOOK 2890, PAGE 388, THENCE NORTH 4 DEGREES 42 MINUTES WEST 198.83 FEET TO A POINT, THENCE NORTH 83 DEGREES 26 MINUTES WEST 94.14 FEET TO THE NORTHEAST CORNER OF A 0.535 ACRE TRACT SECONDLY DESCRIBED IN DEED TO ANN C. ALBRECHT BY DEED RECORDED IN BOOK 2890, PAGE 388, THENCE ALONG THE EAST LINE OF SAID TRACT, SOUTH 6 DEGREES 34 MINUTES WEST 195 FEET TO THE SOUTHEAST CORNER THEREOF IN THE NORTH LINE OF TRAFFIC RELIEF HIGHWAY #40, THENCE SOUTH 83 DEGREES 26 MINUTES EAST 133 FEET ALONG THE NORTH LINE OF SAID HIGHWAY TO THE POINT OF BEGINNING, AS PER SURVEY BY CLAYTON SURVEYING AND ENGINEERING COMPANY ON JANUARY 8, 1952.

AND

PARCEL 3

PART OF LOT 6 OF SUBDIVISION OF R.H. STEVENS FARM IN U.S. SURVEY 102 TOWNSHIP 45 NORTH RANGE 3 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 37 OF THE ST. LOUIS CITY (FORMER COUNTY), MISSOURI RECORDS AND DESCRIBED AS: BEGINNING AT A POINT IN THE NORTH LINE OF TRAFFIC RELIEF HIGHWAY #40, 100 FEET WIDE, WHICH POINT BEARS NORTH 83 DEGREES 26 MINUTES WEST 1870.78 FEET FROM THE SOUTHEAST CORNER OF A 29.612 ACRE TRACT FIRSTLY DESCRIBED IN DEED TO ANN C. ALBRECHT BY DEED RECORDED IN BOOK 2890, PAGE 388, ST. LOUIS COUNTY RECORDS, BEING ALSO THE SOUTHWEST CORNER OF A 0.508 ACRE TRACT CONVEYED TO EDWIN F. ALBRECHT AND WIFE, ET AL, BY DEED RECORDED IN BOOK 2900, PAGE 325 ST. LOUIS COUNTY RECORDS, THENCE ALONG THE NORTH LINE OF SAID HIGHWAY NORTH 83 DEGREES 26 MINUTES WEST 18 FEET TO A POINT OF TANGENCY OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3901.54 FEET, THENCE CONTINUING ALONG SAID CURVE A DISTANCE OF 102 FEET TO A POINT BEING A CORNER OF A 29.610 ACRE TRACT CONVEYED TO GEORGE W. ALBRECHT AND WIFE BY DEED RECORDED IN BOOK 2848, PAGE 472, ST. LOUIS COUNTY RECORDS, THENCE ALONG THE PROPERTY LINE OF SAID GEORGE W. ALBRECHT AND WIFE NORTH 6 DEGREES 34 MINUTES EAST 193.72 FEET TO ANOTHER CORNER THEREOF AND SOUTH 83 DEGREES 26 MINUTES EAST 120 FEET TO THE NORTHWEST CORNER OF AFORESAID 0.508 ACRE TRACT CONVEYED TO EDWIN F. ALBRECHT AND WIFE, ET AL, THENCE ALONG THE WEST LINE OF SAID .508 ACRE TRACT SOUTH 6 DEGREES 34 MINUTES WEST 195 FEET TO THE POINT OF BEGINNING, AS PER SURVEY EXECUTED BY CLAYTON SURVEYING AND ENGINEERING COMPANY ON JANUARY 8, 1952.

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 Nasrallah Global RE Services, LLC in P.Z. 14-2016, requesting the amendment embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 12th day of December 2016, 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 _____, 2017.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 06/05/2017

AMENDMENTS:

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

Section I. Access/Access Management
Add the following language:

1. At such time that the Olive Street Road extension becomes a state roadway under the jurisdiction of the Missouri Department of Transportation, the northern access point to this roadway shown on the Preliminary Site Plan attached hereto as Attachment "B" shall be terminated as directed by the City of Chesterfield.
2. The northern access point to this roadway shown on the Preliminary Site Plan attached hereto as Attachment "B" shall be terminated as directed by the St. Louis County Department of Transportation.
3. The final alignment of the Olive Street Road extension shall be as directed by the City of Chesterfield and St. Louis County Department of Transportation. Should the final alignment differ from the Preliminary Site Plan attached hereto as Attachment "B", the developer shall dedicate the right-of-way necessary to achieve the final alignment upon request of the City of Chesterfield and/or St. Louis County Department of Transportation.

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. Auditorium
 - e. Bakery
 - f. Banquet Facility
 - g. Barber or Beauty Shop
 - h. Check Cashing Facility
 - i. Church and other places of worship
 - j. Coffee Shop
 - k. College/University
 - l. Community Center
 - m. Drug Store and Pharmacy
 - n. Dry Cleaning Establishment
 - o. Financial Institution, without Drive-Thru
 - p. Grocery—Community
 - q. Grocery—Neighborhood
 - r. Hotel and Motel
 - s. Hotel and Motel—Extended Stay
 - t. Laundromat
 - u. Office—dental
 - v. Office—general
 - w. Office—medical

- x. Recreation Facility
 - y. Restaurant—Fast Food, without Drive-Thru
 - z. Restaurant—Sit Down
 - aa. Restaurant—Take Out
 - bb. Retail sales establishment—community
 - cc. Retail sales establishment—neighborhood
 - dd. Specialized Private School
 - ee. Theater—Indoor
 - ff. Vocational School
2. All outdoor storage and/or outdoor sales activity shall be prohibited within this development.
3. Hours of Operation
- a. Uses “m”, “p”, “q”, “bb”, and “cc”, 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 51,000 square feet.
2. Height
- a. The maximum height including parapets and rooftop equipment of all buildings shall not exceed twenty-five (25) feet.

3. Building Requirements

- a. A minimum of thirty-five percent (35%) openspace is required for each lot within this development.
- b. This development shall have a maximum F.A.R. of 0.35.
- c. Uses "r" and "s" above shall be restricted to a maximum of 120 rooms.

B. 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 southern boundary of this district.
- b. Thirty (30) feet from the northern boundary of this district.
- c. Thirty (30) feet from the eastern boundary of this district.
- d. Ten (10) feet from the western boundary of this district.
- e. Ten (10) feet from the interior 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.
- b. Thirty (30) feet from the northern boundary of this district.
- c. Thirty (30) feet from the eastern boundary of this district.
- d. Ten (10) feet from the western boundary of this district.
- e. Zero (0) feet from the interior 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. Parking lots shall not be used as streets.

E. LANDSCAPE AND TREE REQUIREMENTS

1. 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. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the City of Chesterfield, and/or the St. Louis County Department of Highways and Traffic, for sight distance considerations prior to installation or construction.

G. LIGHT REQUIREMENTS

1. Provide a lighting plan and cut sheet in accordance with the City of Chesterfield Unified Development Code.
2. Street lights shall be provided along Chesterfield Airport Road and Spirit of St. Louis Boulevard 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. No direct access to Chesterfield Airport Road shall be permitted for this development.
2. Access to the development shall be as shown on the Preliminary Site Plan attached hereto as Attachment "B" and adequate sight distance shall be provided, as directed by the City of Chesterfield, the Missouri Department of Transportation and St. Louis County Department of Transportation, as applicable. Direct access to Chesterfield Airport Road shall be prohibited.
3. The Olive Street Road extension shall be maintained by the property owner until such time as the entire extension has been completed and the alignment accepted into the St. Louis County Arterial Road System.
4. Provide cross access easements as needed to the parcels to the north and to the west as directed by City of Chesterfield and the St. Louis County Department of Transportation.
5. If adequate sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement and other off-site improvements may be required to provide the required sight distance as required by the City of Chesterfield and the agency in control of the right of way off which the access is proposed.
6. Installation of Landscaping and Ornamental Entrance Monument or Identification Signage construction shall be reviewed by the Saint Louis County Department of Transportation for sight distance consideration and approved prior to installation or construction.

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. The street approach opposite the I-64 eastbound on-ramp shall be extended throughout the property as directed by the City of Chesterfield and Saint Louis County Department of Transportation. The typical section of the roadway to be constructed or escrowed, as directed by the Saint Louis County Department of Transportation, shall closely follow the Saint Louis County Standard Drawing C203.68. The right-of-way dedicated shall reflect the potential for a five (5) lane expansion per St. Louis County Standard Drawing C203.66 along with any easement required for future traffic control installations. All shall be as directed by the Saint Louis County Department of Transportation.
2. Provide street connections to the adjoining properties as directed by the City of Chesterfield. Stub street signage, in conformance with Article 04-09 of the Unified Development Code of the City of Chesterfield, shall be posted within thirty (30) days of the street pavement being placed.
3. Provide a five (5) foot wide sidewalk, conforming to ADA standards, along all frontages of the site. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects. The sidewalk may be located within right-of-way controlled by another agency, if permitted by that agency or on private property within a six (6) foot wide sidewalk, maintenance and utility easement dedicated to the City of Chesterfield.
4. Obtain approvals from the City of Chesterfield, St. Louis County Highways and Traffic and other entities as necessary for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
5. Additional right-of-way and road improvements shall be provided, as required by the Missouri Department of Transportation, St. Louis County Department of Transportation and the City of Chesterfield.
6. All drainage detention storage facilities shall be placed outside of the standard governmental agencies' planning and zoning setbacks, or fifteen (15) feet from the new or existing right-of-way line, whichever is greater.

7. Any work within MoDOT's right of way will require a MoDOT permit.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.

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 Spirit of St. Louis Boulevard. 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

Either Councilmember of the Ward where a development is proposed or the Mayor may request that the plan for a development be reviewed and approved by the entire City Council. This request must be made no later than twenty-four (24) hours after Planning Commission review. The City Council will then take appropriate action relative to the proposal. The plan for a development, for purposes of this section, may include the site development plan, site development section plan, site development concept plan, landscape plan, lighting plans, architectural elevations, sign package or any amendment thereto.

M. STORM WATER

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

4. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed.
5. Locations of site features such as lakes and detention ponds must be approved by the City of Chesterfield and the Metropolitan Saint Louis Sewer District.
6. 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.
7. The developer may elect 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.

8. 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.
9. 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.
10. Formal MSD review, approval, and permits are required prior to construction.
11. Post construction water quality Best Management Practices (BMPs) are required to treat the extents of the project's disturbed area. BMPs shall be designed such that the site's post construction runoff condition mimics its preconstruction runoff condition. In this particular region, BMPs with an infiltration component keyed into the site's alluvial sand layer are typically necessary in order for the site's water quality strategy to meet this goal. Based on the layout and topography on this plan, additional BMPs dispersed throughout the site, closer to the source of runoff, may be necessary in order to treat the entire disturbed area. If multiple BMPs are necessary, BMP excavation could influence building placement on the site plan as well as phasing. BMPs shared by multiple properties will need to be placed within common ground or easement granted to all benefactors of the BMP.
12. The project is located within the Caulks Creek Impact area, subject to a surcharge of \$2750.00/acre.
13. Approval from the Monarch Chesterfield Levee District indicating that the final plans conform to their master conveyance plan will be required prior to formal MSD plan approval.

N. SANITARY SEWER

1. Sanitary sewers shall be as approved by the City of Chesterfield and the Metropolitan St. Louis Sewer District.
2. Connection to public sanitary sewers is required for all lots created by the development plan, and gravity sewers should be explored as the primary option for providing sanitary sewer service for the site. A force main system or connection to the existing force main within Chesterfield Airport and Spirit of St. Louis Boulevard should be considered as a “last resort” to provide sanitary sewer service. Subdivision (either now or in the future) will require public sewer service and easement corridors for each lot, and should be taken into consideration when sewers are designed.

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. Public art installations shall be required in the locations depicted on the Preliminary Site Plan attached hereto as Attachment “B.”
3. Street lights shall be required along public right-of-way frontage.
4. 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 contribution. 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.

5. 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.
6. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield and 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.
7. 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.
8. 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.
9. 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 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	\$2,278.87/required parking space
General Office	\$759.58/required parking space
Medical Office	\$2,278.87/required parking space
Quality Restaurant	\$759.58/required parking space
High Turnover Sit Down Restaurant	\$2,278.87/required parking space
Office Space	\$759.58/required parking space

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 should be retained in the appropriate trust fund.
- C.** Road improvement traffic generation assessment contributions shall be deposited with Saint Louis County Department of Highways and Traffic. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by Saint Louis County Department of Highways and Traffic 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, 2018, 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 \$916.54 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 Highways and Traffic. The deposit shall be made before St. Louis County approval of the Site Development Plan unless otherwise directed by the Saint Louis County Department of Highways and Traffic. Funds shall be payable to the 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 \$2,907.99 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 Highways and Traffic. The deposit shall be made before the issuance of a Special Use Permit (S.U.P.) by Saint Louis County Department of Highways and Traffic or before the issuance of building permits in the case where no Special Use Permit is required. Funds shall be payable to the 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 St. 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.

NOTE:
CROSS ACCESS SHALL BE PROVIDED TO THE PROPERTIES LOCATED TO THE NORTH AND WEST OF THE PROJECT.

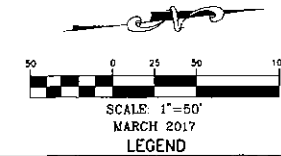
NOTES:
EXISTING ZONING = M3 PLANNING INDUSTRIAL
PROPOSED ZONING = PC (PLANNED COMMERCIAL)
PROPOSED BUILDING SETBACKS:
30 FT. FROM THE SOUTHERN BOUNDARY OF THIS DISTRICT
30 FT. FROM THE NORTHERN BOUNDARY OF THIS DISTRICT
30 FT. FROM THE EASTERN BOUNDARY OF THIS DISTRICT
10 FT. FROM THE WESTERN BOUNDARY OF THIS DISTRICT
10 FT. FROM THE INTERIOR BOUNDARY LINES WITHIN THIS DISTRICT
PROPOSED PARKING SETBACKS:
30 FT. FROM THE SOUTHERN BOUNDARY OF THIS DISTRICT
30 FT. FROM THE NORTHERN BOUNDARY OF THIS DISTRICT
30 FT. FROM THE EASTERN BOUNDARY OF THIS DISTRICT
10 FT. FROM THE WESTERN BOUNDARY OF THIS DISTRICT
0 FT. FROM THE INTERIOR BOUNDARY LINES WITHIN THIS DISTRICT
EXISTING WOODLAND = 249,206.5 S.F.

PRELIMINARY PLAN

CITY OF CHESTERFIELD

PLANNED DISTRICT ORDINANCE ATTACHMENT B

N/E
JERRY F. DAVIS TRUSTEE, ETAL
PARCEL ID NO: 17W640080
BK: 16579 PG: 2709
ZONED: NU



18331 CHESTERFIELD AIRPORT ROAD /
SPIRIT OF ST LOUIS BOULEVARD
CHESTERFIELD, MISSOURI

DATE	BY	CHK	APP
4/17/2017	ERH	ESK	
RECEIVED APR 18 2017 City of Chesterfield Planning & Zoning Department			
MARCH, 2017			
1"=50'			
M15-7134			
1 OF 2			

N/E
ST. LOUIS COUNTY
PARCEL ID NO: 17V4100871
BK: 12301 PG: 567
ZONED: NU
50' WIDE CHESTERFIELD VALLEY STORM WATER EASEMENT (PB 349, PG 450)
10' WIDE EASEMENT MISSOURI AMERICAN WATER (PB 349, PG 450)
10' WIDE EASEMENT TO METROPOLITAN ST. LOUIS SEWER DISTRICT (DB 13294, PG 339)
APPROX. LOCATION OF 10' WIDE EASEMENT TO UNION ELECTRIC (DB 3695, PG 589)
10' WIDE EASEMENT TO SOUTHWESTERN BELL (DB 8542, PG 811) (PB 349, PG 450 CALLS OUT DB 8524, PG 815)
EXISTING CURB CUT (TO BE REMOVED)
10' WIDE EASEMENT TO SOUTHWESTERN BELL (PB 8542, PG 726)
10' WIDE EASEMENT MISSOURI AMERICAN WATER (PB 349, PG 480)
10' WIDE EASEMENT TO METROPOLITAN ST. LOUIS SEWER DISTRICT (DB 13294, PG 335)
55' WIDE CHESTERFIELD VALLEY STORM WATER EASEMENT (PB 349, PG 450)
10' WIDE EASEMENT (DB 8542, PG 726)

CHESTERFIELD AIRPORT ROAD
(PUBLIC)

SPIRIT OF ST LOUIS BOULEVARD
(WIDTH VARIES)
(PUBLIC)

N/E
JOE H. SCOTT SR. TRUSTEE, ETAL
PARCEL ID NO: 17V420157
BK: 8468 PG: 1761
ZONED: NU

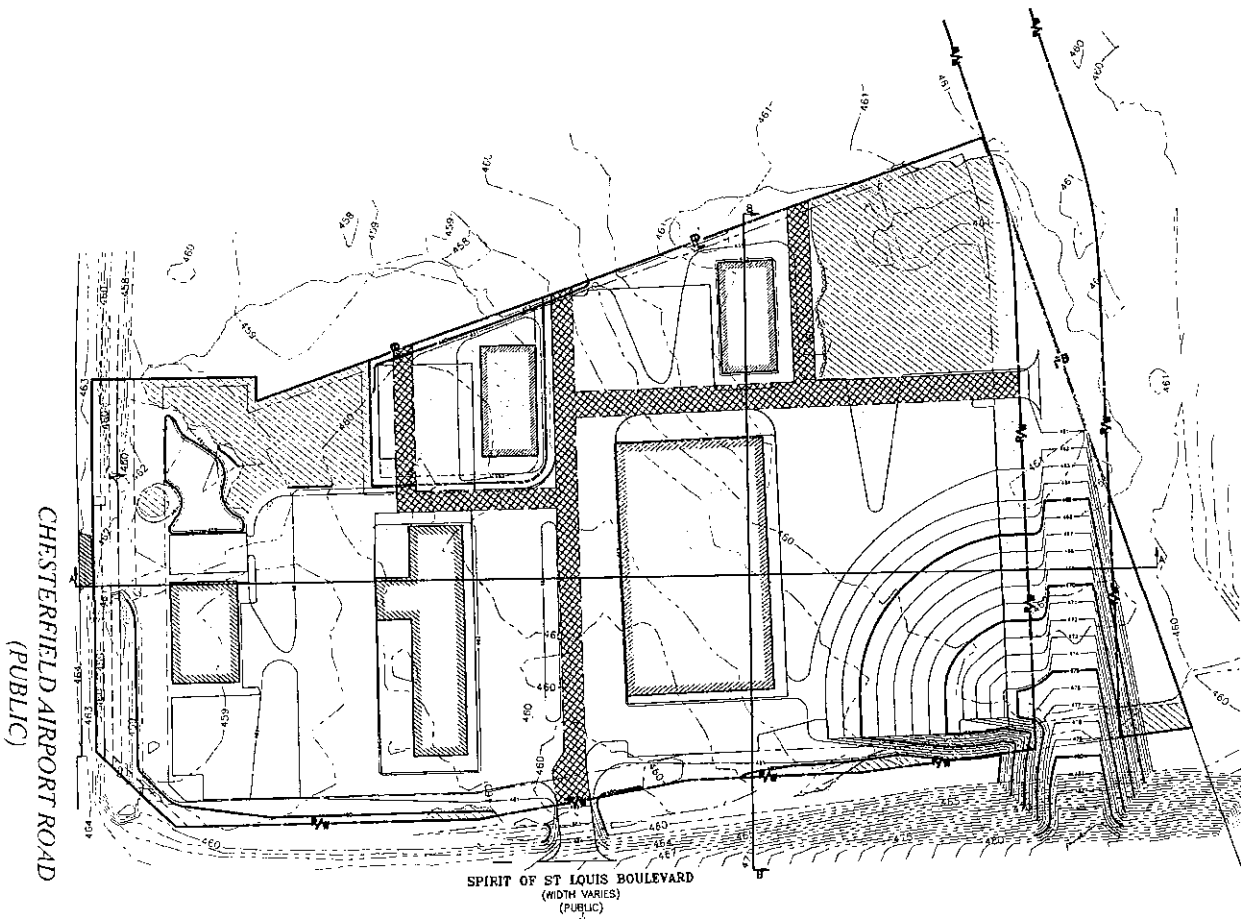
NOTE:
ALL SLOPES ARE TO BE A MAXIMUM OF 3:1 ON THE ENTIRE SITE

N/E
GORDON A. GUNDAKER, JR
PARCEL ID NO: 17V420168
BK: 18366 PG: 351
ZONED: PC

N/E
OLIVE REALTY LIMITED PARTNERSHIP
PARCEL ID NO: 17V440111
BK: 6133 PG: 320
ZONED: PC

DATE
Eric S. Kirchner No. E-2001004618
Registered Professional Engineer
State of Missouri
for Cochran Engineering & Surveying

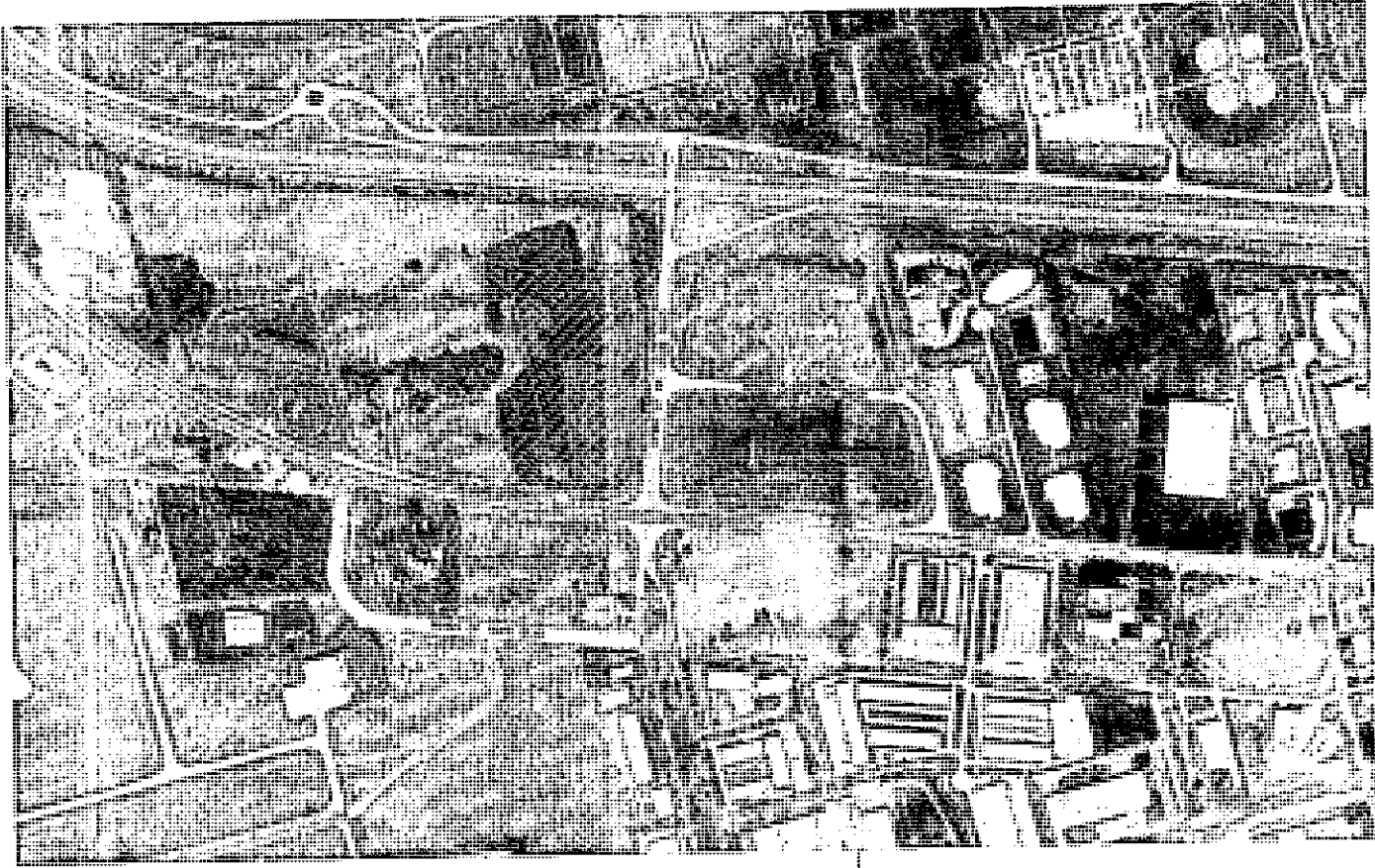
PRELIMINARY PLAN



CHESTERFIELD AIRPORT ROAD
(PUBLIC)

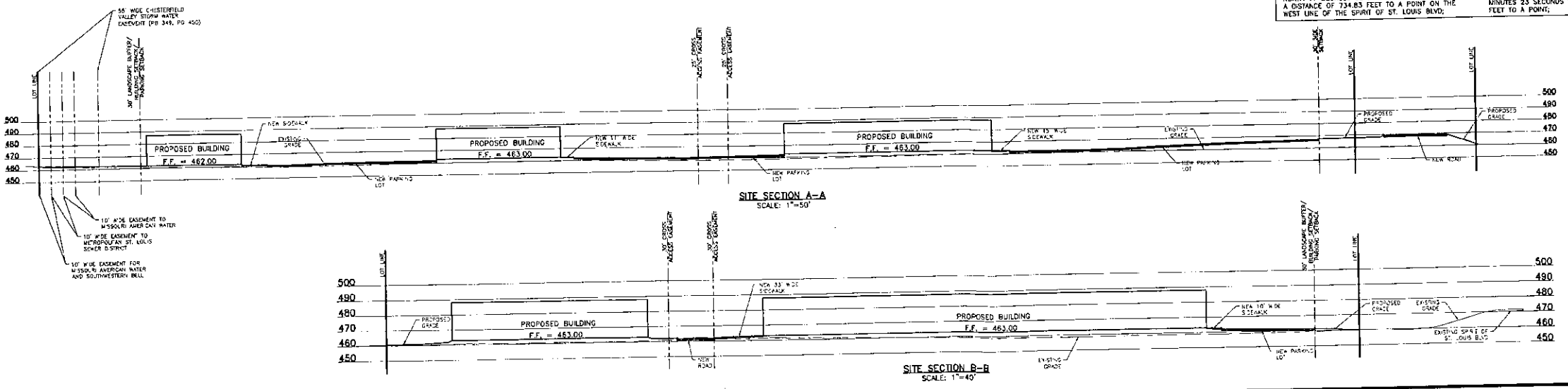
SPIRIT OF ST. LOUIS BOULEVARD
(WIDTH VARIES)
(PUBLIC)

CROSS SECTION PLAN VIEW
SCALE: 1"=100'



SURROUNDING PROPERTY PLAN VIEW
NO SCALE

SURVEY PARCEL 1 DESCRIPTION
A TRACT OF LAND BEING PART OF LOTS 5 AND 6 OF THE SUBDIVISION OF R.H. STEVENS FARM, A SUBDIVISION BEING PART OF US SURVEYS 102 AND 122, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE NICHOLAS MUELLER ESTATE, A SUBDIVISION ACCORDING TO PLAT BOOK 2, PAGE 25 OF THE ST. LOUIS COUNTY RECORDS;
THENCE, NORTH 77 DEGREES 35 MINUTES 54 SECONDS EAST, A DISTANCE OF 1484.83 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND;
THENCE, ALONG THE COMMON LINE BETWEEN DEED BOOK 12405, PAGE 1585 AND DEED BOOK 15051, PAGE 1126 OF THE ST. LOUIS COUNTY RECORDS, NORTH 77 DEGREES 35 MINUTES 54 SECONDS EAST, A DISTANCE OF 734.83 FEET TO A POINT ON THE WEST LINE OF THE SPIRIT OF ST. LOUIS BLVD;
THENCE, DEPARTING SAID COMMON LINE, ALONG SAID WEST LINE OF SPIRIT OF ST. LOUIS BOULEVARD, THE FOLLOWING FIVE (5) COURSES AND DISTANCES:
1. SOUTH 00 DEGREES 21 MINUTES 22 SECONDS EAST, A DISTANCE OF 351.87 FEET TO A POINT;
2. SOUTH 04 DEGREES 45 MINUTES 40 SECONDS WEST, A DISTANCE OF 250.13 FEET TO A POINT;
3. SOUTH 03 DEGREES 15 MINUTES 12 SECONDS EAST, A DISTANCE OF 253.18 FEET TO A POINT;
4. SOUTH 05 DEGREES 50 MINUTES 13 SECONDS WEST, A DISTANCE OF 355.90 FEET TO A POINT;
5. SOUTH 50 DEGREES 04 MINUTES 02 SECONDS WEST, A DISTANCE OF 158.98 FEET TO A POINT ON THE NORTH LINE OF CHESTERFIELD AIRPORT ROAD;
THENCE, DEPARTING SAID WEST LINE OF SPIRIT OF ST. LOUIS BOULEVARD, ALONG THE NORTH LINE OF CHESTERFIELD AIRPORT ROAD, NORTH 83 DEGREES 44 MINUTES 23 SECONDS WEST, A DISTANCE OF 333.44 FEET TO A POINT;
THENCE, CONTINUING ALONG SAID NORTH LINE, ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 3901.54 FEET, AN ARC LENGTH OF 102.01 FEET, A CHORD DIRECTION OF NORTH 83 DEGREES 59 MINUTES 26 SECONDS WEST, AND A CHORD LENGTH OF 102.01 FEET, TO A POINT;
THENCE, DEPARTING THE AFOREMENTIONED NORTH LINE OF CHESTERFIELD AIRPORT ROAD, ALONG THE COMMON LINE OF THE AFOREMENTIONED DEED BOOK 12405, PAGE 1585 AND DEED BOOK 15051, PAGE 1126 OF THE ST. LOUIS COUNTY RECORDS, THE FOLLOWING THREE (3) COURSES AND DISTANCES:
1. NORTH 06 DEGREES 15 MINUTES 37 SECONDS EAST, A DISTANCE OF 193.66 FEET TO A POINT;
2. SOUTH 83 DEGREES 44 MINUTES 23 SECONDS EAST, A DISTANCE OF 28.59 FEET TO A POINT;
NORTH 12 DEGREES 43 MINUTES 48 SECONDS WEST, A DISTANCE OF 506.29 FEET BACK TO THE POINT OF BEGINNING AND THIS TRACT OF LAND CONTAINING APPROXIMATELY 709,932 SQUARE FEET OR 16.287 ACRES, MORE OR LESS.



Eric S. Kirchner No. E-2001004618
Registered Professional Engineer
State of Missouri
for Cochran Engineering & Surveying



18331 CHESTERFIELD AIRPORT ROAD /
SPIRIT OF ST. LOUIS BOULEVARD
CHESTERFIELD, MISSOURI

DATE	BY	CHKD	APP'D
3/17/2017	ERH	ESK	
DATE: MARCH, 2017			
AS SHOWN			
PROJECT NO: M15-7134			
SHEET NO: 2 OF 2			

BILL NO. 3157

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE WARWICK ON WHITE ROAD SUBDIVISION, AN 8.31 ACRE TRACT OF LAND ZONED "R-2" RESIDENCE DISTRICT LOCATED SOUTHEAST OF THE INTERSECTION OF WHITE ROAD AND GREENTRAILS DRIVE.

WHEREAS, Stock and Associates Consulting Engineers, Inc., on behalf of Fischer and Frichtel Custom Homes, LLC, has submitted for review and approval a Record Plat for the Warwick on White Road subdivision; and,

WHEREAS, the purpose of said Record Plat is to subdivide an 8.31acre tract of land into ten (10) residential lots; and,

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

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

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

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

Section 1. The Record Plat for the Warwick on White Road subdivision, which is made part hereof and attached hereto as "Exhibit 1", and Escrow Agreements, are hereby approved; provided, however, that nothing in this ordinance shall be construed or interpreted as an acceptance of the public utilities or public easement which are dedicated on the 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 _____,
2017.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 06/05/2017

RECEIVED

MAY 8 2017

City of Chesterfield
Department of Public Works

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
Fischer & Frichtel Custom Homes LLC
_____, herein called DEVELOPER,
St. Louis Bank
_____, herein called ESCROW
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Warwick on White Road
_____ in accordance with
Ordinance No. 2887, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of construction, installation and completion of said
improvements, all in accordance with the provisions of said governing ordinance and
Subdivision Regulations, as amended, will be in the sum of
Seven Hundred Fifty Four Thousand Forty Nine and 95/100
_____ DOLLARS

(\$ \$754,049.95), lawful money of the United States of America; and

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

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

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

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of Seven Hundred Fifty Four Thousand Forty Nine and 95/100, DOLLARS (\$\$754,049.95) lawful money of the United States of America by: (check one)

☐ Depositing cash with the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

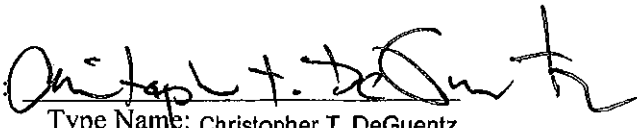
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the ____ day of _____, 20____.

ATTEST: (SEAL)

DEVELOPER: Fischer & Frichtel Custom Homes LLC

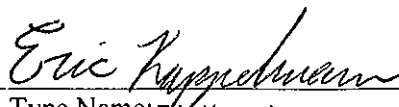

Type Name:
Title:

BY: 
Type Name: Christopher T. DeGuentz
Title: Vp Development
Firm Address:
695 Trade Center Boulevard
Chesterfield Mo. 63005

ATTEST: (SEAL)

ESCROW HOLDER: St. Louis Bank


Type Name:
Title: AUP-HR

BY: 
Type Name: Eric Kappelmann
Title: Senior Vice President
Firm Address:
14323 South Outer Forty Rd
Town and Country MO 63017

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning and Development Services

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

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

BANK OFFICIAL'S ACKNOWLEDGMENT

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

On this 2nd day of May, 2017, before me appeared Eric Kappelmann, to me personally known, who, being by me duly sworn, did say that he/she is the Senior Vice President (title) of St. Louis Bank (name of bank), a Corporation (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said Senior Vice President (title) acknowledged said instrument to be the free act and deed of said bank.

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

Karen A. Glore
Notary Public

My Commission Expires:

11-20-2018



CORPORATE EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 20____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____(title) of _____ (name of corporation), a Missouri Corporation, and that he/she executed the foregoing agreement pursuant to the authority given him/her by the Board of Directors of the aforesaid corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid corporation by authority of its Board of Directors, and he/she as _____ (title of Corporate Executing Official) of the said corporation, acknowledged said agreement to be the lawful, free act and deed of said corporation.

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

Notary Public

My Commission Expires:

LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

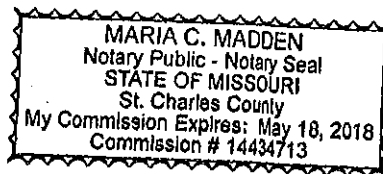
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 4th day of MAY, 2017, before me appeared CHRIS DEGUENTZ (name) to me personally known, who, being by me duly sworn, did say that he/~~she~~ is the VICE PRESIDENT (title or Executing Official) of FischerFrichtel Custom Homes, LLC, a Missouri Limited Liability Corporation, and that he/~~she~~ in fact has the authority to execute the foregoing agreement pursuant to the authority given him/~~her~~ by the Limited Liability Corporation, and that said agreement was signed and sealed by him/~~her~~ on behalf of the aforesaid L.L.C. by authority of its PRESIDENT, (President or title of chief officer), JOHN W. FISCHER (name) as VICE PRESIDENT (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 4th day of MAY, 2017.

Maria C Madden
Notary Public

My Commission Expires:



CONSTRUCTION DEPOSIT

SUBDIVISION: Warwick on White
 PLAT: 1
 SUBDIVISION CODE: No Sub Ward 1
 NO. LOTS: 10
 DATE OF PLAT APPROVAL: TBD

DEVELOPER: Fischer & Frichtel

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS			\$164,775.83	\$0.00 \$0.00 \$0.00	0	\$164,775.83	100
SIDEWALKS			\$25,353.90	\$0.00 \$0.00 \$0.00	0	\$25,353.90	100
STORM SEWER Original escrow established at 90% of cost			\$169,535.36	\$84,767.68 \$0.00 \$0.00	50	\$84,767.68	50
SAN. SEWER Original escrow established at 90% of cost			\$98,038.76	\$49,019.38 \$0.00	50	\$49,019.38	50
DETENTION			\$109,336.65	\$54,668.33 \$0.00 \$0.00	50	\$54,668.32	50
CLEARING/GRADING			\$105,937.37	\$52,968.68 \$0.00 \$0.00	50	\$52,968.69	50
SILTAT'N CONTROL			\$18,322.70	\$0.00	0	\$18,322.70	100
STREET LIGHTS			\$23,396.38	\$0.00 \$0.00	0	\$23,396.38	100
STREET SIGNS			\$811.80	\$0.00 \$0.00	0	\$811.80	100
WATER MAINS			\$147,649.15	\$0.00 \$0.00	0	\$147,649.15	100
SITE SEEDING			\$23,615.77	\$0.00 \$0.00	0	\$23,615.77	100
RETAINING WALL			\$108,700.35	\$0.00 \$0.00	0	\$108,700.35	100
TOTALS			\$995,474.02	\$241,424.07	24	\$754,049.95	76

STANDARD FORM OF
LETTER OF CREDIT

St. Louis Bank

14323 South Outer Forty Rd

Town and Country MO 63017

May 2, 20 17

IRREVOCABLE LETTER OF CREDIT NO. 442793

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Dear Sir:

We hereby establish in favor of the CITY OF CHESTERFIELD, upon the application of and for the account of Fischer & Frichtel Custom Homes LLC (the "Account Party") our transferable irrevocable standby letter of credit (the "Letter of Credit") in the amount of \$ \$754,049.95 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

For information only: This letter of credit is issued with respect to: (check all that apply)

- | | |
|--|--|
| ☐ Grading Surety | ☐ Subdivision Maintenance Deposit |
| ☐ Landscape Surety | ☐ Tree Preservation Surety |
| ☐ Pavement Restoration Surety | ☐ Other _____ |
| ☒ Subdivision Construction Deposit | |

as detailed on the accompanying agreements for Warwick on White Road
<<subdivision/development name>>, approval of same issued by you for the benefit of the Account Party (the "Approval").

Subject to all of the terms and conditions of this Letter of Credit, the Maximum Available Credit shall be made available by your draft(s) at sight drawn on us accompanied by this Letter of Credit and any amendments thereto for presentation and by the following documents:

1. Your signed certificate, in the form attached hereto as Exhibit A, dated not more than ten days prior to its presentation to us; or
2. Your signed certificate, in the form attached hereto as Exhibit B, dated not more than ten days prior to its presentation to us.

*No draft will be paid if the amount thereof is in excess of the Maximum available Credit hereunder as of the date such draft is to be paid.

Multiple drawings may be presented under this Letter of Credit, which, in the aggregate and subject to the limitations set forth herein, shall not exceed the Maximum Available Credit then in effect and each such drawing honored by us hereunder shall reduce the Maximum Available Credit by the amount of such drawing. The draft(s) drawn under this Letter of Credit must be drawn and presented to our offices at 14323 South Outer Forty Rd, Town and Country MO 63017

Attention: Eric Kappelmann (or such other officer, department or address designated in writing by us to you at your address shown above or at such other address as you shall advise us of in writing) by hand delivery or by delivery by courier between 9:00 a.m. and 4:30 p.m. (St. Louis, Missouri time) on a Business day (as defined below). As used in this Letter of Credit, "Business day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State of Missouri are authorized or required by law to close.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us upon delivery of any of the certificate(s) specified above and if presented at our aforesaid office on or before the Expiration date (as defined below).

If demand for payment is made hereunder in strict conformity with the terms and conditions of this Letter of Credit before 11:00 a.m. (St. Louis, Missouri time) on any Business day, payment of the amount demanded shall be made in immediately available funds not later than 1:00 p.m. (St. Louis, Missouri time) on the next succeeding Business day.

Payment under this Letter of Credit to you shall be made by wire transfer or as agreed by the Chesterfield Department of Finance of immediately available funds per your instructions.

Only you or a transferee may make drawings under this Letter of Credit. Upon payment as provided above of the amount specified in a sight draft drawn hereunder, the Maximum Available Credit of the Letter of Credit shall be reduced by the amount of the payment.

If demand for payment does not conform to the terms and conditions of this Letter of Credit, we will promptly notify you thereof and of the reasons thereof, such notice to be promptly confirmed in writing to you, and we shall hold all documents at your disposal or return the same to you, if directed by you.

This Letter of Credit is effective immediately and expires on the earliest of (i) 4:00 p.m. (St. Louis, Missouri time) on July 30, 2022, except that unless such date may be extended as hereinafter provided, this letter of credit shall automatically and immediately be paid by wire transfer the balance of the Maximum Available Credit to the City of Chesterfield at the following account: to receiving bank Reliance Bank (ABA #081018888) for beneficiary City of Chesterfield, Account # 50044296, or (ii) when you have drawn and we have paid to you the Maximum Available Credit of this Letter of Credit or (iii) the day on which this Letter of Credit is surrendered to us for cancellation (collectively, the "Expiration Date"); provided, however, notwithstanding the termination by expiration of this Letter of Credit, our payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A, or B, as the case may be, presented to us for payment prior to the expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above or such**

other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or authorize a replacement of the Letter of Credit. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this letter of credit shall expire fully and finally not later than July 30th, 2022.

Upon our receipt, from time to time, from you of a written reduction certificate in the form attached as Exhibit D, we are authorized to reduce the Maximum Available Credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date on which we receive such written reduction certificate. Final reduction / release of the Letter of Credit shall be effective at our close of business on the date on which we receive a certificate in the form attached as Exhibit E.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Commission Publication No. 600, but excluding the provisions of Article 32 thereof (the "UCPDC").

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 14323 South Outer Forty Rd, Town and Country MO63017, Attention: Eric Kappelmann, specifically referring thereon to Irrevocable Letter of Credit No. 442793.

You may transfer your rights under this Letter of Credit in their entirety (but not in part) to any transferee. Transfer of your rights under this Letter of Credit to any such transferee shall be effected only upon the presentation to us of this Letter of Credit accompanied by a transfer letter in the form attached hereto as Exhibit F, and we consent to such transfer without charges or fees of any kind. Upon such transfer, the transferee shall have no further rights to transfer this Letter of Credit.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Approval, but excluding the UCPDC), and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. Exhibits A, B, C, D, E, F and G attached hereto are incorporated herein by reference as an integral part of this Letter of Credit.

Very truly yours,
Eric Kappelmann
Senior Vice President

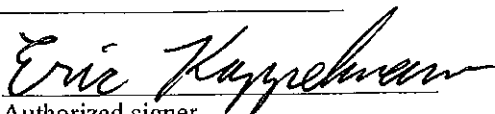
By: 
Authorized signer

EXHIBIT A
TO LETTER OF CREDIT
FORM OF CERTIFICATE FOR "A" DRAWING

Attention: _____

Re: Your Letter of Credit No. _____
In Favor of City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to _____ (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all of the required work or fulfill all obligations required by the City Code, permits, approved plans or agreements.
2. The draft in the sum of \$_____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to

[INSERT BANK Account #_____,] Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____, 20____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Director of Planning & Development Services

EXHIBIT B
TO LETTER OF CREDIT
FORM OF CERTIFICATE FOR "B" DRAWING

Attention:

Re: Your Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to _____ (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. Funds in the amount of the accompanying draft are now due for deposit in a special transit account for the payment per Work completion.
2. The draft in the sum of \$_____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to

[INSERT BANK Account # _____], Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this
____ day of _____, 20____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Director of Planning & Development Services

EXHIBIT C
TO LETTER OF CREDIT
FORM OF NOTICE OF EXPIRATION

City of Chesterfield
690 Chesterfield Parkway W
Chesterfield, Missouri 63017

Attention: Director of Planning & Development Services

Re: Our Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

Amount: _____

Expiration Date: _____

To Whom It May Concern:

Please consider this letter as the Bank's notification that the Bank does not intend to renew the above-reference letter of credit and, therefore, it will expire in full and finally on the above-mentioned date. All remaining amounts under the Letter of Credit shall be transferred to the City of Chesterfield per the terms of the Letter.

Very truly yours,

By: _____
Authorized Officer

cc: _____

EXHIBIT D
TO LETTER OF CREDIT
FORM OF REDUCTION CERTIFICATE

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Attention:

Re: LETTER OF CREDIT NUMBER: _____

IN ORIGINAL AMOUNT OF: \$ _____

To Whom It May Concern:

This certificate authorizes reduction in the amount of \$_____ of the above letter of credit.
The remaining maximum available credit for this letter of credit is \$ _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Director of Planning & Development Services

cc

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Attention:

Re: LETTER OF CREDIT NUMBER: _____

IN ORIGINAL AMOUNT OF: \$ _____

FINAL REDUCTION

To Whom It May Concern:

The City of Chesterfield hereby authorizes the final reduction of the letter of credit established for _____, The letter of credit referenced above is hereby being surrendered.

Should you desire additional information, please contact * _____*.

By: _____
Director of Planning & Development Services

Enclosures: Letter of Credit

cc

EXHIBIT F
TO LETTER OF CREDIT
FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor of City of
Chesterfield, Missouri

To Whom It May Concern:

The undersigned, City of Chesterfield, Missouri ("Transferor") has transferred and assigned (and hereby confirms said transfer and assignment) all of its rights in and under the Letter of Credit to [_____] ("Transferee"). Transferor confirms that it no longer has any rights under or interest in the Letter of Credit and that you shall have no further responsibility to make payment under the Letter of Credit to Transferor.

Transferor hereby surrenders the Letter of Credit subject to the transfer to you and requests that you note the transfer of the Letter of Credit and deliver the Letter of Credit, amended or endorsed to reflect said transfer, to Transferee.

CITY OF CHESTERFIELD, MISSOURI [_____]

CITY OF CHESTERFIELD, MISSOURI

By: _____
Director of Planning & Development Services

Enclosures: Letter of Credit, if applicable

cc _____

EXHIBIT G
TO LETTER OF CREDIT
SIGHT DRAFT

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor of City of
Chesterfield, Missouri

To Whom It May Concern:

Pay on demand to _____ the sum of U.S. \$ _____. This
draft is drawn under your Irrevocable Letter of Credit No. _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____

Name: _____

Title: _____

-or-

[Insert Lender's name]

By: _____

Name: _____

Title: _____

MAY 18 2017
City of Chesterfield
Department of Public Services

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
Fischer & Frichtel Custom Homes LLC
_____, herein called DEVELOPER,
St. Louis Bank
_____, herein called CREDIT
HOLDER *(strike through this party if cash deposited with City)*, and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Warwick on White Road
_____ in accordance with
Ordinance No. ²⁸⁸⁷_____, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of maintenance of the required improvements, based on
the cost of construction of said improvements, all in accordance with the provisions of said
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
of Ninety Nine Thousand Five Hundred Forty Seven and 40/100
_____ DOLLARS
(\$ ^{\$99,547.40}_____), lawful money of the United States of America; and

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

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory construction and maintenance deposit agreements guaranteeing the construction and maintenance of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of Ninety Nine Thousand Five Hundred Forty Seven and 40/100

DOLLARS (\$\$99,547.40), lawful money of the United States of America by:

(check one)

- ☐ Depositing cash with the City.
- ☒ Submitting a Letter of Credit in the form required by the CITY and issued by the CREDIT HOLDER.
- ☐ Submitting a _____ (type of readily negotiable instrument acceptable to the CITY) endorsed to the City.

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

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

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

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

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

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 02-12.G of the Unified Development Code and other remedies of the City Code, shall be subject to the immediate order of the Director of Planning and Development Services to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Director of Planning and Development Services shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Director of Planning and Development Services shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST: (SEAL)

DEVELOPER: Fischer & Frichtel Custom Homes LLC

Carl Hausmann
Type Name: Carl Hausmann
Title: Executive Vice President

BY: Chris DeGuentz
Type Name: Chris DeGuentz
Title: VP Development & Construction

Firm Address:
695 Trade Center Blvd
Chesterfield Mo. 63005

ATTEST: (SEAL)

CREDIT HOLDER: St. Louis Bank

Name: Amy Barthels
Title: AOP - HR

BY: Eric Kappelmann
Name: Eric Kappelmann
Title: Senior Vice President

Firm Address:
14323 South Outer Forty Rd.
Town and Country MO 63017

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning and Development Services

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

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

BANK OFFICIAL'S ACKNOWLEDGMENT

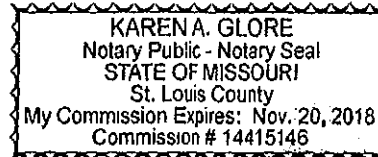
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 2nd day of May, 2017, before me appeared Eric Kappelmann, to me personally known, who, being by me duly sworn, did say that he/she is the Senior Vice President (title) of St. Louis Bank (name of bank), a Corporation (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said Senior Vice President (title) acknowledged said instrument to be the free act and deed of said bank.

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

Karen A. Glore
Notary Public

My Commission Expires:
11 20 2018



CORPORATE EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 20____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____(title) of _____ (name of corporation), a Missouri Corporation, and that he/she executed the foregoing agreement pursuant to the authority given him/her by the Board of Directors of the aforesaid corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid corporation by authority of its Board of Directors, and he/she as _____ (title of Corporate Executing Official) of the said corporation, acknowledged said agreement to be the lawful, free act and deed of said corporation.

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

Notary Public

My Commission Expires:

LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

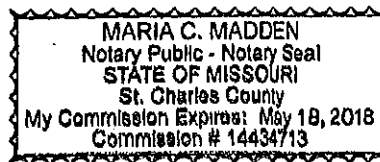
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 4th day of MAY, 2017, before me appeared CHRIS DEGUENTZ (name) to me personally known, who, being by me duly sworn, did say that he/~~she~~ is the VICE PRESIDENT (title or Executing Official) of FischerFrichtel Custom Homes, LLC, a Missouri Limited Liability Corporation, and that he/~~she~~ in fact has the authority to execute the foregoing agreement pursuant to the authority given him/~~her~~ by the Limited Liability Corporation, and that said agreement was signed and sealed by him/~~her~~ on behalf of the aforesaid L.L.C. by authority of its PRESIDENT, (President or title of chief officer), JOHN W. FISCHER (name) as VICE PRESIDENT (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 4th day of MAY, 2017.

Maria C. Madden
Notary Public

My Commission Expires:



MAINTENANCE DEPOSIT

SUBDIVISION: Warwick on White

PLAT: 1

SUB CODE: No Sub Ward 1

DEVELOPER: Fischer & Frichtel

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

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$16,477.58			\$16,477.58
SIDEWALKS	\$2,535.39			\$2,535.39
STORM SEWER	\$16,953.54			\$16,953.54
SAN. SEWER	\$9,803.88			\$9,803.88
DETENTION	\$10,933.66			\$10,933.66
GRADING	\$10,593.74			\$10,593.74
SILTAT'N CONTROL	\$1,832.27			\$1,832.27
STREET LIGHTS	\$2,339.64			\$2,339.64
STREET SIGNS	\$81.18			\$81.18
WATER MAINS	\$14,764.92			\$14,764.92
SITE SEEDING	\$2,361.58			\$2,361.58
RETAINING WALL	\$10,870.04			\$10,870.04
TOTALS	\$99,547.40		\$0.00	\$99,547.40

STANDARD FORM OF
LETTER OF CREDIT

St Louis Bank

14323 South Outer Forty Rd

Town and County, MO 63017

May 2, 20 17

IRREVOCABLE LETTER OF CREDIT NO. 442796

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Dear Sir:

We hereby establish in favor of the CITY OF CHESTERFIELD, upon the application of and for the account of Fischer and Fichtel Custom Homes, LLC (the "Account Party") our transferable irrevocable standby letter of credit (the "Letter of Credit") in the amount of \$ 99,547.40 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

For information only: This letter of credit is issued with respect to: (check all that apply)

- | | |
|---|---|
| ☐ Grading Surety | ☒ Subdivision Maintenance Deposit |
| ☐ Landscape Surety | ☐ Tree Preservation Surety |
| ☐ Pavement Restoration Surety | ☐ Other _____ |
| ☐ Subdivision Construction Deposit | |

as detailed on the accompanying agreements for Warwick on White Road
<<subdivision/development name>>, approval of same issued by you for the benefit of the Account Party (the "Approval").

Subject to all of the terms and conditions of this Letter of Credit, the Maximum Available Credit shall be made available by your draft(s) at sight drawn on us accompanied by this Letter of Credit and any amendments thereto for presentation and by the following documents:

1. Your signed certificate, in the form attached hereto as Exhibit A, dated not more than ten days prior to its presentation to us; or
2. Your signed certificate, in the form attached hereto as Exhibit B, dated not more than ten days prior to its presentation to us.

*No draft will be paid if the amount thereof is in excess of the Maximum available Credit hereunder as of the date such draft is to be paid.

Multiple drawings may be presented under this Letter of Credit, which, in the aggregate and subject to the limitations set forth herein, shall not exceed the Maximum Available Credit then in effect and each such drawing honored by us hereunder shall reduce the Maximum Available Credit by the amount of such drawing. The draft(s) drawn under this Letter of Credit must be drawn and presented to our offices at 14323 South Outer Forty Rd Town and Country, MO 63017

Attention: Eric Kappelmann (or such other officer, department or address designated in writing by us to you at your address shown above or at such other address as you shall advise us of in writing) by hand delivery or by delivery by courier between 9:00 a.m. and 4:30 p.m. (St. Louis, Missouri time) on a Business day (as defined below). As used in this Letter of Credit, "Business day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State of Missouri are authorized or required by law to close.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us upon delivery of any of the certificate(s) specified above and if presented at our aforesaid office on or before the Expiration date (as defined below).

If demand for payment is made hereunder in strict conformity with the terms and conditions of this Letter of Credit before 11:00 a.m. (St. Louis, Missouri time) on any Business day, payment of the amount demanded shall be made in immediately available funds not later than 1:00 p.m. (St. Louis, Missouri time) on the next succeeding Business day.

Payment under this Letter of Credit to you shall be made by wire transfer or as agreed by the Chesterfield Department of Finance of immediately available funds per your instructions.

Only you or a transferee may make drawings under this Letter of Credit. Upon payment as provided above of the amount specified in a sight draft drawn hereunder, the Maximum Available Credit of the Letter of Credit shall be reduced by the amount of the payment.

If demand for payment does not conform to the terms and conditions of this Letter of Credit, we will promptly notify you thereof and of the reasons thereof, such notice to be promptly confirmed in writing to you, and we shall hold all documents at your disposal or return the same to you, if directed by you.

This Letter of Credit is effective immediately and expires on the earliest of (i) 4:00 p.m. (St. Louis, Missouri time) on July 30, 2023, except that unless such date may be extended as hereinafter provided, this letter of credit shall automatically and immediately be paid by wire transfer the balance of the Maximum Available Credit to the City of Chesterfield at the following account: to receiving bank Reliance Bank (ABA #081018888) for beneficiary City of Chesterfield, Account # 50044296, or (ii) when you have drawn and we have paid to you the Maximum Available Credit of this Letter of Credit or (iii) the day on which this Letter of Credit is surrendered to us for cancellation (collectively, the "Expiration Date"); provided, however, notwithstanding the termination by expiration of this Letter of Credit, our payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A, or B, as the case may be, presented to us for payment prior to the expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above or such**

other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or authorize a replacement of the Letter of Credit. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this letter of credit shall expire fully and finally not later than July 30th, 2023.

Upon our receipt, from time to time, from you of a written reduction certificate in the form attached as Exhibit D, we are authorized to reduce the Maximum Available Credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date on which we receive such written reduction certificate. Final reduction / release of the Letter of Credit shall be effective at our close of business on the date on which we receive a certificate in the form attached as Exhibit E.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Commission Publication No. 600, but excluding the provisions of Article 32 thereof (the "UCPDC").

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at 14323 South Outer Forty Rd Town and Country, MO 63017, Attention: Eric Kappelmann, specifically referring thereon to Irrevocable Letter of Credit No. 442796.

You may transfer your rights under this Letter of Credit in their entirety (but not in part) to any transferee. Transfer of your rights under this Letter of Credit to any such transferee shall be effected only upon the presentation to us of this Letter of Credit accompanied by a transfer letter in the form attached hereto as Exhibit F, and we consent to such transfer without charges or fees of any kind. Upon such transfer, the transferee shall have no further rights to transfer this Letter of Credit.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Approval, but excluding the UCPDC), and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. Exhibits A, B, C, D, E, F and G attached hereto are incorporated herein by reference as an integral part of this Letter of Credit.

Very truly yours,
Eric Kappelmann
Senior Vice President

By: Eric Kappelmann
Authorized signer

EXHIBIT A
TO LETTER OF CREDIT
FORM OF CERTIFICATE FOR "A" DRAWING

Attention: _____

Re: Your Letter of Credit No. _____
In Favor of City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to _____ (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all of the required work or fulfill all obligations required by the City Code, permits, approved plans or agreements.
2. The draft in the sum of \$_____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to

[INSERT BANK Account # _____], Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____, 20____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Director of Planning & Development Services

EXHIBIT B
TO LETTER OF CREDIT
FORM OF CERTIFICATE FOR "B" DRAWING

Attention:

Re: Your Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to _____ (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. Funds in the amount of the accompanying draft are now due for deposit in a special transit account for the payment per Work completion.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to

[INSERT BANK Account # _____], Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this
_____ day of _____, 20____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Director of Planning & Development Services

EXHIBIT C
TO LETTER OF CREDIT
FORM OF NOTICE OF EXPIRATION

City of Chesterfield
690 Chesterfield Parkway W
Chesterfield, Missouri 63017

Attention: Director of Planning & Development Services

Re: Our Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

Amount: _____

Expiration Date: _____

To Whom It May Concern:

Please consider this letter as the Bank's notification that the Bank does not intend to renew the above-reference letter of credit and, therefore, it will expire in full and finally on the above-mentioned date. All remaining amounts under the Letter of Credit shall be transferred to the City of Chesterfield per the terms of the Letter.

Very truly yours,

By: _____
Authorized Officer

cc: _____

EXHIBIT D
TO LETTER OF CREDIT
FORM OF REDUCTION CERTIFICATE

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Attention:

Re: LETTER OF CREDIT NUMBER: _____

IN ORIGINAL AMOUNT OF: \$ _____

To Whom It May Concern:

This certificate authorizes reduction in the amount of \$ _____ of the above letter of credit.
The remaining maximum available credit for this letter of credit is \$ _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Director of Planning & Development Services

cc

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Attention:

Re: LETTER OF CREDIT NUMBER: _____

IN ORIGINAL AMOUNT OF: \$ _____

FINAL REDUCTION

To Whom It May Concern:

The City of Chesterfield hereby authorizes the final reduction of the letter of credit established for _____, The letter of credit referenced above is hereby being surrendered.

Should you desire additional information, please contact * _____*.

By: _____
Director of Planning & Development Services

Enclosures: Letter of Credit

cc

EXHIBIT F
TO LETTER OF CREDIT
FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor of City of
Chesterfield, Missouri

To Whom It May Concern:

The undersigned, City of Chesterfield, Missouri ("Transferor") has transferred and assigned (and hereby confirms said transfer and assignment) all of its rights in and under the Letter of Credit to [_____] ("Transferee"). Transferor confirms that it no longer has any rights under or interest in the Letter of Credit and that you shall have no further responsibility to make payment under the Letter of Credit to Transferor.

Transferor hereby surrenders the Letter of Credit subject to the transfer to you and requests that you note the transfer of the Letter of Credit and deliver the Letter of Credit, amended or endorsed to reflect said transfer, to Transferee.

CITY OF CHESTERFIELD, MISSOURI [_____]

CITY OF CHESTERFIELD, MISSOURI

By: _____
Director of Planning & Development Services

Enclosures: Letter of Credit, if applicable

cc _____

EXHIBIT G
TO LETTER OF CREDIT
SIGHT DRAFT

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor of City of
Chesterfield, Missouri

To Whom It May Concern:

Pay on demand to _____ the sum of U.S. \$ _____. This
draft is drawn under your Irrevocable Letter of Credit No. _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____

Name: _____

Title: _____

-or-

[Insert Lender's name]

By: _____

Name: _____

Title: _____

