



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, May 20, 2019
6:00pm**

- I. Planning and Public Works Committee** – Chairperson Mary Ann Mastorakos, Ward II
- A. Bill No. 3244 - P.Z. 03-2019 Chesterfield Crossing (Chesterfield Crossing Partners, LLC)** An ordinance repealing City of Chesterfield Ordinances 358 and 359 and amending City of Chesterfield Ordinance 1502 to establish a new permitted use and revise development criteria for an existing “C-8” Planned Commercial District for 6.9 acres located at the northwest corner of Clarkson Road and Lea Oak Drive (P.Z. 03-2019 Chesterfield Crossing [Chesterfield Crossing Partners, LLC] – 19S411286, 19S411275). **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
- B. Bill No. 3247 - P.Z. 12-2018 Fairfield Suites (Chesterfield Village Lodging)** An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of a “C-8” Planned Commercial District to a “PC” Planned Commercial District for a 2.84 acre tract of land located at the northwest corner of the intersection of Chesterfield Parkway East and Conway Road. [P.Z. 12-2018 Fairfield Suites (Chesterfield Village Lodging)] - (18S331381). **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
- C. Bill No. 3248- P.Z. 02-2019 Highland on Conway (14880 Conway Road)** An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the “NU” Non-Urban District to an “R-4” Residence District for a 2.14 acre tract of land located on the south side of Conway Road at its intersection with Still House Creek Road. [P.Z. 02-2019 Highland on Conway, 14880 Conway Road (NU to R-4) 18R120324]. **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends a Green Sheet Amendment to zone to “R-3” Residence District.**
- D. Bill No. 3249 - P.Z. 06-2019 17627 & 17659 N. Outer 40 Road (Andrew Brown)** An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the “FPM3” Flood Plain Planned

Industrial District to the “AG” Agricultural District for a 153 acre tract of land located on the north side of North Outer 40 Road. [P.Z. 06-2019 17627 & 17659 N. Outer 40 Road, Andrew Brown (FPM3 to AG) 16U110023, 16V320067]. **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

E. Bill No. 3250 - Fair Housing Act An ordinance revising Chapter 9, Article II of the City of Chesterfield Municipal Code related to Fair Housing in the City of Chesterfield. **(First Reading) Planning & Public Works Committee recommends approval.**

F. Right-of-way Transfer to MoDOT – Long Road and Edison Avenue
Recommendation to authorize the City Administrator to execute a Quitclaim Deed, which transfers right-of-way land at Long Road and Edison Avenue comprised of approximately 1,262 square feet, to the Missouri Department of Transportation. **(Roll Call Vote) Planning & Public Works Committee recommends approval.**

G. Next Meeting – June 6, 2019 (5:30pm)

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

A. Next Meeting – May 28, 2019 (5:30pm)

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

IV. Public Health and Safety Committee – Chairperson Barry Flachsbart, Ward I

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

A. 2019 Salt and Salt Delivery Recommendation to accept the low bid from Compass Minerals for the purchase of deicing salt; and to accept the low bid from Beelman Logistics, LLC for the unloading and delivery of deicing salt. **(Roll Call Vote) Department of Public Works recommends approval.**

VI. Other Legislation

A. Bill No. 3245 - P.Z. 05-2019 Chesterfield Ridge Center (Parcels VII and VIII) An ordinance amending Section I. of Attachment ‘A’ of City of Chesterfield Ordinance 3026 by repealing Section I.10.c of Attachment ‘A’ of Ordinance 3026 and enacting in lieu thereof a new section to be known as Section I.10.c within a “C-8” Planned Commercial District located within the northwest quadrant of the I-64 and MO 340 (Olive / Clarkson) Interchange (P.Z. 05-2019 Chesterfield Ridge Center {Parcels VII and VIII}). **(Second Reading) Planning Commission recommends approval.**

B. Bill No. 3251- Fienup Farms – Record Plat 7 An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup

Farms Plat 7, a 5.34 acre tract of land zoned “PUD” Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road. **(First & Second Readings) Planning Commission recommends approval.**

C. Bill No. 3252 - Chesterfield Community Church – Boundary

Adjustment Plat An ordinance providing for the approval of a Boundary Adjustment Plat for the consolidation of two parcels to create one 8.47 acre tract of land, zoned “NU” Non-Urban District and “R-2” Residence District, and located on the eastern corner of the intersection of Olive Boulevard and Ladue Road. **(First & Second Readings) Department of Planning & Development Services recommends approval.**

VII. Unfinished Business – Mayor Bob Nation

VIII. New Business – Mayor Bob Nation

IX. 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.*

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



AGENDA
CHESTERFIELD CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, May 20, 2019
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** – Deputy City Clerk Amanda Miller
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
 - A. Executive Session Meeting Minutes** – May 6, 2019
 - B. City Council Meeting Minutes** – May 6, 2019
- VI. INTRODUCTORY REMARKS (items not requiring action by City Council)** – Mayor Bob Nation
 - A. Tuesday, May 28, 2019** – Finance & Administration Committee (5:30pm)
 - B. Wednesday, May 29, 2019** – Planning Commission (7pm)
 - C. Monday, June 3, 2019** – Next City Council Meeting (7pm)
 - D. Thursday, June 6, 2019** – Planning & Public Works Committee (5:30pm)
- VII. COMMUNICATIONS AND PETITIONS**

VIII. APPOINTMENTS – Mayor Bob Nation

IX. STANDING COMMITTEE OF COUNCIL COMMITTEE REPORTS & ASSOCIATED LEGISLATION

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

- 1. Bill No. 3244 - P.Z. 03-2019 Chesterfield Crossing (Chesterfield Crossing Partners, LLC)** An ordinance repealing City of Chesterfield Ordinances 358 and 359 and amending City of Chesterfield Ordinance 1502 to establish a new permitted use and revise development criteria for an existing “C-8” Planned Commercial District for 6.9 acres located at the northwest corner of Clarkson Road and Lea Oak Drive (P.Z. 03-2019 Chesterfield Crossing [Chesterfield Crossing Partners, LLC] – 19S411286, 19S411275). **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
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5. Bill No. 3250 - Fair Housing Act An ordinance revising Chapter 9, Article II of the City of Chesterfield Municipal Code related to Fair Housing in the City of Chesterfield. **(First Reading) Planning & Public Works Committee recommends approval.**

6. Right-of-way Transfer to MoDOT – Long Road and Edison Avenue Recommendation to authorize the City Administrator to execute a Quitclaim Deed, which transfers right-of-way land at Long Road and Edison Avenue comprised of approximately 1,262 square feet, to the Missouri Department of Transportation. **(Roll Call Vote) Planning & Public Works Committee recommends approval.**

7. Next Meeting – June 6, 2019 (5:30pm)

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

1. Next Meeting – May 28, 2019 (5:30pm)

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

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

X. REPORT FROM THE CITY ADMINISTRATOR & OTHER ITEMS REQUIRING ACTION BY CITY COUNCIL – Mike Geisel

A. 2019 Salt and Salt Delivery Recommendation to accept the low bid from Compass Minerals for the purchase of deicing salt; and to accept the low bid from Beelman Logistics, LLC for the unloading and delivery of deicing salt. **(Roll Call Vote) Department of Public Works recommends approval.**

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XII. UNFINISHED BUSINESS – Mayor Bob Nation

XIII. NEW BUSINESS – Mayor Bob Nation

XIV. ADJOURNMENT

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AGENDA REVIEW – Monday 5/20/2019 – 6:00 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:00 pm, on Monday, May 20, 2019.**

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

City of Chesterfield
Payment Register
 Checks Over \$5000

From Payment Date: 4/1/2019 - To Payment Date: 4/30/2019

Number	Date	Payee Name	Transaction Amount	Reconciled Amount	Difference
43583	04/02/2019	METROPOLITAN ST. LOUIS SEWER DI	\$5,218.88		
43607	04/09/2019	PETTY CASH - PARKS	\$10,000.00		
43611	04/12/2019	AMERICAN READY MIX CO.	\$5,147.75		
43616	04/12/2019	G. R. ROBINSON SEED	\$7,260.00		
43622	04/12/2019	JOHN DEERE CO.	\$6,826.72		
43627	04/12/2019	MTI DISTRIBUTING, INC	\$21,906.28		
43632	04/12/2019	PROS CONSULTING INC	\$11,175.00		
43638	04/16/2019	ADVANCED TURF SOLUTIONS, INC.	\$6,340.38		
43673	04/19/2019	G. R. ROBINSON SEED	\$6,303.80		
43676	04/19/2019	HEAVY DUTY EQUIPMENT	\$14,172.70		
43717	04/19/2019	R.L. MUELLER NATIONAL DIST. INC.	\$9,322.83		
43723	04/19/2019	VERMONT SYSTEMS, INC.	\$5,333.44		
43733	04/30/2019	AMERICAN READY MIX CO.	\$8,200.00		
43741	04/30/2019	POOL PROS	\$8,464.00		
43743	04/30/2019	SCHNEIDER CONSTRUCTION SERVIC	\$9,178.73		
57168	04/08/2019	BEELMAN LOGISTICS LLC	\$6,089.67		
57176	04/08/2019	COMPASS MINERALS AMERICA INC	\$313,620.68		
57178	04/08/2019	DELTA DENTAL OF MISSOURI	\$13,817.58		
57183	04/08/2019	ENERGY PETROLEUM CO.	\$16,319.64		
57206	04/08/2019	PRESTIGE CUSTOM HOMES, INC.	\$6,000.00		
57210	04/08/2019	ST. LOUIS AREA HEALTH INSURANCE	\$192,475.44		
57217	04/08/2019	THE HARTFORD-PRIORITY ACCOUNT:	\$8,746.46		
57218	04/08/2019	TIMBERLINE PROFESSIONAL TREE CA	\$8,360.00		
57226	04/09/2019	AMERICAN BANKERS INSURANCE COI	\$5,873.00		
57230	04/09/2019	BEELMAN LOGISTICS LLC	\$23,784.77		
57231	04/09/2019	COMPASS MINERALS AMERICA INC	\$80,692.40		
57255	04/09/2019	TOPE PLUMBING	\$5,737.10		
57262	04/12/2019	AZTEC CONSTRUCTION SPECIALTIES	\$19,370.15		
57264	04/12/2019	BONHOMME PRESBYTERIAN CHURCH	\$32,675.00		
57266	04/12/2019	COMPASS MINERALS AMERICA INC	\$158,128.23		
57287	04/12/2019	TOWN PLANNING AND URBAN DESIGI	\$98,596.31		
57290	04/16/2019	AMEREN MISSOURI	\$6,989.91		
57297	04/16/2019	GULF STATES	\$5,222.50		
57397	04/26/2019	GAMMA TREE EXPERTS	\$5,406.75		
57398	04/26/2019	GEORGE BUTLER ASSOCIATES, INC.	\$38,302.37		
57406	04/26/2019	PNC BANK	\$11,825.92		
57409	04/26/2019	SCI ENGINEERING, INC.	\$6,398.50		
57411	04/26/2019	THE GRAVILLE LAW FIRM, LLC	\$23,157.00		
57417	04/30/2019	DELTA DENTAL OF MISSOURI	\$13,529.64		
57421	04/30/2019	LAMKE TRENCHING & EXCAVATING, II	\$136,680.30		
57427	04/30/2019	THE GRAVILLE LAW FIRM, LLC	\$50,723.00		



RECORD OF PROCEEDING

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

MAY 6, 2019

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

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

A roll call was taken with the following results:

PRESENT

ABSENT

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

APPROVAL OF MINUTES

The minutes of the April 15, 2019 Town Hall meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Mastorakos, to approve the April 15, 2019 Town Hall minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the April 17, 2019 City Council meeting were submitted for approval. Councilmember McGuinness made a motion, seconded by Councilmember Moore, to approve the April 17, 2019 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

Mayor Nation announced that the next meeting of City Council is scheduled for Monday, May 20, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Mayor Nation presented a Proclamation to Alice Liu in recognition of her success in local and national spelling bee competitions.

Mayor Nation presented a Proclamation to City Clerk Vickie Hass in recognition of achieving the designation of Continuing Missouri Registered City Clerk by the Missouri City Clerks and Finance Officers Association.

Mayor Nation presented a Proclamation to the Public Works Department in honor of National Public Works Week.

Mr. Edward Hamm, 14938 Royalbrook Drive, spoke in opposition to the proposed City County merger.

APPOINTMENTS

Mayor Nation nominated Ms. Allison Harris, Ms. Debbie Midgley, Mr. John Marino Jr., and Mr. Steven Wuennenberg for re-appointment to the Planning Commission. Councilmember Flachsbart made a motion, seconded by Councilmember Hurt, to approve the re-appoints of Ms. Allison Harris, Ms. Debbie Midgley, Mr. John Marino Jr., and Mr. Steven Wuennenberg to the Planning Commission for terms of four years. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning/Public Works Committee

Bill No. 3244	Repeals City of Chesterfield Ordinances 358 and 359 and amends City of Chesterfield Ordinance 1502 to establish a new permitted use and revise development criteria for an existing “C-8” Planned Commercial District for 6.9 acres located at the northwest corner of Clarkson Road and Lea Oak Drive (P.Z. 03-2019 Chesterfield Crossing [Chesterfield Crossing Partners, LLC] – 19S411286,
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19S411275) (First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval

Councilmember Mary Ann Mastorakos, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Hurt, for the first reading of Bill No. 3244. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3244 was read for the first time.

Councilmember Mastorakos announced that the next meeting of this Committee is scheduled for Thursday, May 9, at 5:45 p.m.

Finance and Administration Committee

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

Parks, Recreation & Arts Committee

Councilmember Tom DeCampi, Chairperson of the Parks, Recreation & Arts Committee, indicated that he had no report this evening.

Public Health & Safety Committee

Bill No. 3242	Amends section 21-65 of the City of Chesterfield code of ordinances dealing with vandalizing public, private and abandoned family cemeteries (Second Reading) Public Health & Safety Committee Recommends Approval
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Councilmember Barry Flachsbart, Chairperson of the Public Health & Safety Committee, made a motion, seconded by Councilmember Keathley, for the second reading of Bill No. 3242, and advised City Council that staff had corrected a “Scrivener’s Error” by removing the word “either” which had inadvertently been included in the original amended version of this bill during editing. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3242 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3242 with the following results: Ayes – Flachsbart, Keathley, McGuinness, DeCampi, Mastorakos, Moore, Hurt and Ohley. Nays – None. Whereupon Mayor Nation declared Bill No. 3242 approved, passed it and it became **ORDINANCE NO. 3048**.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that Edison Restaurant Group LLC dba Schlotzsky’s Chesterfield (former location of McArthur’s Bakery) has requested a new liquor license, for retail sale of beer and wine by the drink, to be consumed on premise,

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 DeCampi made a motion, seconded by Councilmember Ohley, to approve issuance of a new liquor license to Schlotzsky's Chesterfield. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

OTHER LEGISLATION

Bill No. 3243 Amends City of Chesterfield Ordinance 2682 for a 48.125 acre tract of land located north of North Outer 40 Road and east of Boone's Crossing [P.Z. 01-2019 Chesterfield Outlets (TSG Chesterfield Lifestyle, LLC) 17T420027] **(Second Reading) Planning Commission recommends approval**

Councilmember Keathley made a motion, seconded by Councilmember Ohley, for the second reading of Bill No. 3243. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3243 was read for the second time. Councilmember Mastorakos made a motion, seconded by Councilmember Hurt, to amend Bill No. 3243 by adding the following language to Attachment A, Section I.I:

3. Provide a traffic management plan upon submittal of an Amended Site Development Plan as directed by the City of Chesterfield that specifically addresses vehicle queues on North Outer Forty Road between Boone's Crossing and the western access point. This plan must be an alternate action plan for large events to address circumstances where vehicle queuing extends past the limits identified in the study for the relocated western entrance and creates operational and/or safety issues.
4. Access to the garage from the western entrance shall not include any impedances including, but not limited to vehicle access barriers, paid or metered access into the garage, or similar design and/or operational elements that would cause delay. Additionally, the design of the garage access should specifically be evaluated by a traffic engineer to mitigate design issues that would create opportunities for delay.

A voice vote was taken on the proposed amendment, with a unanimous affirmative result and the motion to amend was declared passed. A roll call vote was taken for the passage and approval of Bill No. 3243, as amended, with the following results: Ayes – DeCampi, Keathley, Ohley, Hurt, Moore, Mastorakos, Flachsbarth and McGuinness. Nays – None. Whereupon Mayor Nation declared Bill No. 3243 approved, passed it and it became **ORDINANCE NO. 3049.**

Bill No. 3245 Amends Section I. of Attachment ‘A’ of City of Chesterfield Ordinance 3026 by repealing Section I.10.c of Attachment ‘A’ of Ordinance 3026 and enacting in lieu thereof a new section to be known as Section I.10.c within a “C-8” Planned Commercial District located within the northwest quadrant of the I-64 and MO 340 (Olive / Clarkson) Interchange (P.Z. 05-2019 Chesterfield Ridge Center {Parcels VII and VIII}) **(First Reading) Planning Commission recommends approval**

Councilmember Moore made a motion, seconded by Councilmember Hurt, for the first reading of Bill No. 3245. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3245 was read for the first time.

Bill No. 3246 Provides for the approval of a Boundary Adjustment Plat for the Thousand Oaks development for two tracts totaling 1.2 acres, zoned “R1A” Residence District and located at 14735 Timberbluff Drive and 14799 Timberbluff Drive (19R230262 & 19R230332) **(First & Second Readings) Department of Planning & Development Services recommends approval**

Councilmember Ohley made a motion, seconded by Councilmember Hurt, for the first reading of Bill No. 3246. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3246 was read for the first time.

Councilmember Ohley made a motion, seconded by Councilmember Hurt, for the second reading of Bill No. 3246. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3246 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3246 with the following results: Ayes – Ohley, Flachsbart, DeCampi, Moore, McGuinness, Hurt, Mastorakos and Keathley. Nays – None. Whereupon Mayor Nation declared Bill No. 3246 approved, passed it and it became **ORDINANCE NO. 3050**.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:44 p.m.

Mayor Bob Nation

ATTEST:

Vickie J. Hass, City Clerk

APPROVED BY CITY COUNCIL: _____

UPCOMING MEETINGS/EVENTS

A. Tuesday, May 28, 2019 – Finance & Administration Committee (5:30pm)

B. Wednesday, May 29, 2019 – Planning Commission (7pm)

C. Monday, June 3, 2019 – Next City Council Meeting (7pm)

D. Thursday, June 6, 2019 – Planning & Public Works Committee (5:30pm)

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Mastorakos

Vice Chair: Councilmember Flachsbart

The Planning and Public Works Committee has the following action items for the May 20, 2019 City Council Meeting.

Bill No. 3244 - P.Z. 03-2019 Chesterfield Crossing (Chesterfield Crossing Partners, LLC)

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(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends a Green Sheet Amendment to zone to “R-3” Residence District .

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

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

NEXT MEETING

The next meeting of the Planning & Public Works Committee is scheduled for Thursday, June 6, 2019 at 5:30 pm.

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

MEMORANDUM

TO: Mike Geisel, City Administrator

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

SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, May 9, 2019

JW
JE



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, May 9, 2019 in Conference Room 101.

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

Also in attendance were: Mayor Bob Nation; Planning Commission Chair Merrell Hansen; Jim Eckrich, Director of Public Works/City Engineer; Justin Wyse, Director of Planning & Development Services; Andrew Stanislav, 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 April 18, 2019 Committee Meeting Summary

Councilmember Flachsbart made a motion to approve the Meeting Summary of April 18, 2019. The motion was seconded by **Councilmember Hurt** and **passed** by a voice vote of 3-0. (*Councilmember DeCampi was not present for the vote.*)

II. UNFINISHED BUSINESS - None.

III. NEW BUSINESS

Since Councilmember DeCampi called Power of Review for Item A, and he was not yet present, **Councilmember Flachsbart** made a motion to discuss Item A after Item D. The motion was seconded by **Councilmember Hurt** and **passed** by a voice vote of 3-0.

- B. **P.Z. 12-2018 Fairfield Suites (Chesterfield Village Lodging)**: A zoning map amendment request from a "C-8" Planned Commercial District to a "PC" Planned Commercial District for a 2.84 acre tract of land located at the northwest corner of the intersection of Chesterfield Parkway East and Conway Road. (18S331381). (Ward 2)

STAFF REPORT

Andrew Stanislav, Planner, presented the project request for a zoning map amendment from a "C-8" Planned Commercial District to a "PC" Planned Commercial District. The Petitioner is seeking to define development criteria for the site that would allow two development paths. One path is for 2 conjoined hotels consisting of 200 rooms and the second path is similar to what exists on the site currently, which is a single 92-room hotel and a stand-alone restaurant.

A Public Hearing was held on January 14, 2019. Several issues were raised which have all been addressed by the Applicant. To address the Planning Commission's main concern, the proposed parking structure has been relocated underneath the proposed hotel instead of along Chesterfield Parkway East. The project returned to the Planning Commission on April 22, 2019 at which time they recommended approval by a vote of 7-0.

DISCUSSION

Access points were briefly discussed as well as the slight reduction in open space.

Councilmember Hurt made a motion to forward P.Z. 12-2018 Fairfield Suites (Chesterfield Village Lodging) to City Council with a recommendation to approve. The motion was seconded by Councilmember DeCampi and **passed by a voice vote of 4-0.**

Note: One Bill, as recommended by the Planning Commission, will be needed for the May 20, 2019 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. 12-2018 Fairfield Suites (Chesterfield Village Lodging).]

- C. P.Z. 02-2019 Highland on Conway (14880 Conway Road):** A request for a zoning map amendment from the "NU" Non-Urban District to the "R-4" Residence District for a 2.14 acre tract of land located on the south side of Conway Road at its intersection with Still House Creek Road (18R120324). (Ward 2)

STAFF REPORT

Andrew Stanislav, Planner, presented the project request for a zoning map amendment from the "NU" Non-Urban District to the "R-4" Residence District. The Petitioner intends to develop the subject site into a single-family dwelling.

A Public Hearing was held on March 25, 2019. Issues raised at that time included building materials, lot size and density, tree preservation, traffic, and compatibility with the nearby development. At the April 22, 2019 Planning Commission meeting, these items were discussed and the Petitioner provided additional information. The Planning Commission recommended approval by a vote of 5-2. This is a conventional zoning, so there is no Attachment A or preliminary plan.

DISCUSSION

There was discussion regarding a potential stub street as a connection to the property to the east. That property is currently in a trust that the owner's children will inherit. If the heirs are able to sell the property, they would be limited to selling it to the Bonhomme Church. Therefore, if future access would be established, the access would only be to Bonhomme Church. Before the site plan review, Staff would research and verify this information.

Ms. Laura Lueking, 15021 Conway Rd., Chesterfield, MO – Trustee of Conway Glen

Ms. Lueking expressed her concern with the density of the proposed development and noted that one cannot compare the proposed development with the adjacent property to the west, Conway on the Grove. Conway on the Grove is a very unique development. It has one single-family home on a 17,700 sq. ft. lot with attached homes on the remaining acreage. A more appropriate zoning is R-3, which requires 10,000 square feet between buildings versus 8 feet in R-4 zoning. Seven homes on a 2 acre site is too dense.

Councilmember Hurt stated that there is a single family home combined with attached homes in Conway on the Grove. The proposed development is seven single family detached homes. Even though the lot sizes are similar, single family attached homes tend to be denser than single family detached.

There was some discussion on whether 7,500 square feet was the average lot size or the minimum lot size in an R-4 district. Justin Wyse, Director of Planning and Development Services clarified that 7,500 square feet was the minimum lot size and the minimum setback is 6 feet. Lots can be larger, but not smaller. The minimum lot size on Conway on the Grove is 7,163 square feet. Zoning Districts only set minimums.

Chair Mastorakos, pointed out that everything surrounding the proposed development is zoned less dense. There is an R-1A, which no longer exists, an R-2, and an R-3. The property that this development would back up to is NU. There is zero space between the attached units, however, between the buildings there is anywhere from 28 to 30 feet. The residents are concerned that there would only be 12 feet between the homes in the proposed development and they would only be 6 feet from the property line.

Chair Mastorakos also expressed concern that the developers did not meet with the adjacent homeowners. If they had, it could have mitigated some of their concerns.

In response to Chair Mastorakos' question regarding the topography of the site, Mr. Wyse replied that a geotechnical study would have to be completed prior to the site plan.

Chair Mastorakos made a motion to forward P.Z. 02-2019 Highland on Conway (14880 Conway Road) to City Council with a recommendation to approve with rezoning to an R-3 Residence District. The motion was seconded by Councilmember DeCampi and **passed** by a voice vote of 3-0 with Councilmember Flachsbart abstaining.

Discussion after the Vote

In response to Mayor Nation's question, Mr. Wyse stated that an R-3 zoning requires a minimum lot size of 10,000 sq. ft. versus 7,500 sq. ft. in an R-4 zoning. An R-4 district requires 6 feet between buildings and an R-3 requires 8 feet.

Jason Hagan, Petitioner, stated they are proposing high end, custom boutique homes valued at \$1.1 to \$1.2 million.

Note: One Bill, as recommended by the Planning and Public Works Committee, will be needed for the May 20, 2019 City Council Meeting. See Bill #

[Please see the attached report prepared by Justin Wyse, Director of Planning and Development Services, for additional information on forward P.Z. 02-2019 Highland on Conway (14880 Conway Road.)]

- D. P.Z. 06-2019 17627 & 17659 N. Outer 40 Road (Andrew Brown):** A request for a zoning map amendment from the "FPM3" Flood Plain Planned Industrial District to the "AG" Agricultural District for a 153-acre tract of land located on the north side of North Outer 40 Road. (16U110023 and 16V320067). (Ward 4)

STAFF REPORT

Andrew Stanislav, Planner, presented the request for a zoning map amendment from the “FPM3” Flood Plain Planned Industrial District to the “AG” Agricultural District for two parcels totaling 153-acres. These properties are located within the regulatory floodway, which places considerable limitations and restrictions on development. The land is currently undeveloped and utilized for agriculture and the import/export of topsoil, sand, and fill materials.

A Public Hearing was held on April 22, 2019. No issues were raised at that time and the Planning Commission recommended approval by a vote of 7-0. This is a conventional zoning, so there is no Attachment A or preliminary plan.

Councilmember Hurt made a motion to forward P.Z. 06-2019 17627 & 17659 N. Outer 40 Road (Andrew Brown) to City Council with a recommendation to approve. The motion was seconded by Councilmember Flachsbart and **passed by a voice vote of 4-0.**

Note: One Bill, as recommended by the Planning Commission, will be needed for the May 20, 2019 City Council Meeting. See Bill #

[Please see the attached report prepared by Justin Wyse, Director of Planning and Development Services, for additional information on forward P.Z. 06-2019 17627 & 17659 N. Outer 40 Road (Andrew Brown).]

- A. POWER OF REVIEW: Monarch Center, Partial Amended Sign Package:** A request for a Partial Amended Sign Package for Lot A (Edison Express) of Monarch Center. (Ward 2)

STAFF REPORT

Andrew Stanislav, Planner, presented the request for a partial amendment to the existing Sign Package for Lot A, Edison Express, of the Monarch Center Development. The original Sign Package was approved in three separate meetings by the Planning Commission in late 2016-2017. The current request is for additional signage on Lot A, the Edison Express development, for a new tenant occupying the restaurant space. No changes are proposed for the other lots of the Monarch Center subdivision.

The Planning Commission reviewed the request at their April 22, 2019 meeting at which time a motion to deny the request passed by a vote of 7-0. Power of Review was then called for this item following the Planning Commission’s consideration.

DISCUSSION

Councilmember DeCampi stated that he called Power of Review because he believed that revisions were made to the partial amended sign package since the Planning Commission meeting. Justin Wyse, Director of Planning and Development Services, stated that he has spoken to the Applicant regarding his intention to make some revisions, however, what is presented tonight is what the Planning Commission reviewed and acted on.

Mr. Wyse gave a brief history of this parcel stating that this project was part of three lots, Wildhorse Dental, a large open field behind it, which has since been purchased by St. Louis Family Church, and Edison Express. The original sign package covered lots A, B and C. There was a lot of discussion regarding the signage throughout the development which took place over three

meetings spanning six months. The Petitioner is currently requesting an amendment to Lot A, the service station/car wash and former McArthur's Bakery site.

There was some discussion regarding how to proceed. Mr. Wyse stated that nothing has changed from what was presented to the Planning Commission and it cannot change unless that action comes from the Planning Commission. If Power of Review had not been called, the request would have died. However, since Power of Review was called, the request must go before this Committee. This Committee has to vote yea or nay on the denial by the Planning Commission and forward it on to Council. The Petitioner would then have to resubmit a revised sign package to the Planning Commission.

Since the owner of Edison Express, did not speak at the Planning Commission meeting, he was asked to comment at this time. Mace Nosovitch stated that he is trying to attract a new business to occupy the McArthur's site and install signage to support the new business. He agreed that there was substantial discussion when the original sign package came through, in part because there are three different businesses on one lot and the sign package does not always accommodate this. The property that the church bought behind them was supposed to be a strip center so the original sign package was based upon that. The existing sign package allows a monument sign, however, that was given up in lieu of a few extra signs. McArthur's only had a single sign on the front of the building. There is no signage on the north side or the drive-thru side of the building facing the dentist. Schlotzsky's corporate office is willing to give up the graffiti mural on the north side. They would like to have the name Schlotzky's Austin Eatery on the North side, the main Schlotzsky's sign on the front to replace McArthur's sign, and then Schlotzsky's on the south side where the car wash sign is. The restaurant is supposed to open May 30 and they need signs on the building. He understands the process, and understands they can at least put the Schlotzsky's sign on the front to replace the existing McArthur's sign.

When asked what signage is allowed in the current Ordinance, Mr. Wyse stated that under the current Ordinance, the Petitioner is allowed to replace the existing sign on the front (west) of the building, which would have to be modified slightly though to make it work, and he can install a new panel on the existing monument sign. If a sign permit application were submitted today, Staff can approve those two signs. Any other revisions must be resubmitted through the Planning Commission.

Councilmember DeCampi made a motion to refer any revisions to the Partial Amended Sign Package submittal made by the Applicant back to the Planning Commission for review. The motion was seconded by Councilmember Hurt and **passed by a voice vote of 4-0.**

E. Fair Housing Act

STAFF REPORT

Jim Eckrich, Director of Public Works/City Engineer, stated that in an ongoing effort to ensure that all City policies and ordinances are in compliance with Missouri law, it was recently discovered that the City's Fair Housing Ordinance (Ordinance 863), required modification to comply with Chapter 23 of the Missouri Statutes.

The City's Fair Housing Ordinance established the City's Human Rights Commission (Commission). The Commission was created to receive and investigate complaints involving housing discrimination. However, a local commission cannot perform such a task unless the local commission is certified by the Missouri Commission on Human Rights. Additionally, any local

commission must have been established prior to August 13, 1986. The City's Commission has never been certified and cannot be certified since it was established on July 18, 1988.

To correct this problem, a new ordinance has been drafted with the assistance of the City Attorney. Section 9-24 of the City's Municipal Code has been modified and Section 9-25 has been repealed. These two sections have been replaced with a new Section 9-24 which stipulates that complaints regarding housing discrimination must be filed with the Missouri Commission on Human Rights. Subsequently, the City's Human Rights Commission will be disbanded. In addition, a few minor revisions were also made.

The proposed changes will have minimal impact on the City. The City's Human Rights Commission has met only a few times since the City's inception.

Councilmember Flachsbart made a motion to forward the revised City of Chesterfield Fair Housing Ordinance to City Council with a recommendation to approve. The motion was seconded by Councilmember Hurt 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 revised City of Chesterfield Fair Housing Ordinance.]

F. Right of way Transfer to MoDOT – Long Road and Edison Avenue

STAFF REPORT

Jim Eckrich, Director of Public Works/City Engineer, stated that when Long Road was transferred from St. Louis County to MoDOT, a triangular portion of the right of way was not properly conveyed to MoDOT. This tract of land was originally owned by the Chesterfield Fire Protection District and was conveyed to the City in 1999.

MoDOT is requesting that the City convey the triangular shaped property to MoDOT via quitclaim deed. This will allow MoDOT to effectively maintain the Long Road right of way, including the intersection at Edison Avenue. Staff recommends approval.

Councilmember Flachsbart made a motion to forward to City Council with a recommendation to approve the Quitclaim Deed to Transfer Right of Way for a portion of Long Road at Edison Avenue to MoDOT. The motion was seconded by Councilmember DeCampi 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 Right of Way Transfer – Long Road at Edison Avenue.]

IV. OTHER

After a brief discussion, it was agreed to change the start time of the next Planning & Public Works Committee meeting to 5:30 p.m. instead of 5:45 p.m.

V. ADJOURNMENT

The meeting adjourned at 6:53 p.m.

AN ORDINANCE REPEALING CITY OF CHESTERFIELD ORDINANCES 358 AND 359 AND AMENDING CITY OF CHESTERFIELD ORDINANCE 1502 TO ESTABLISH A NEW PERMITTED USE AND REVISE DEVELOPMENT CRITERIA FOR AN EXISTING “C-8” PLANNED COMMERCIAL DISTRICT FOR 6.9 ACRES LOCATED AT THE NORTHWEST CORNER OF CLARKSON ROAD AND LEA OAK DRIVE (P.Z. 03-2019 CHESTERFIELD CROSSING [CHESTERFIELD CROSSING PARTNERS, LLC] – 19S411286, 19S411275).

WHEREAS, the petitioner, Chesterfield Crossing Partners, LLC, has requested a text amendment to repeal City of Chesterfield Ordinances 358 and 359 and amend City of Chesterfield Ordinance 1502 to establish a new permitted use and revise development criteria for an existing “C-8” Planned Commercial District for 6.9 acres of land located at the northwest corner of Clarkson Road and Lea Oak Drive; and,

WHEREAS, a Public Hearing was held before the Planning Commission on March 25, 2019; and,

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

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

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

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

Section 1. The City of Chesterfield Ordinances 358 and 359 are hereby repealed and City of Chesterfield Ordinance 1502 is hereby amended for 6.9 acres northwest of the intersection of Clarkson Road and Lea Oak Drive and as described as follows:

A TRACT OF LAND IN U.S. SURVEY 2002, TOWNSHIP 45 NORTH, RANGE 4 EAST, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE OLD NORTHWEST LINE OF CLARKSON ROAD, 60 FEET WIDE, SAID POINT BEING THE MOST SOUTHERN CORNER OF A TRACT CONVEYED TO H. G. UNGERER AND WIFE BY DEED RECORDED IN BOOK 3502 PAGE 552; THENCE NORTH 62 DEGREES 47 MINUTES WEST 146.74 FEET TO THE POINT OF BEGINNING; THENCE NORTH 21 DEGREES 26 MINUTES 41 SECONDS WEST 169.48 FEET TO A POINT IN THE SOUTH LINE OF A PRIVATE ROAD, 16 FEET WIDE; THENCE ALONG SAID 16 FOOT PRIVATE ROAD, SOUTH 67 DEGREES 54 MINUTES 24 SECONDS WEST 400.00 FEET TO A POINT; THENCE SOUTH 18

DEGREES 46 MINUTES 28 SECONDS EAST 200.00 FEET TO A POINT; THENCE SOUTH 69 DEGREES 59 MINUTES 26 SECONDS WEST 307.30 FEET TO A POINT; THENCE SOUTH 20 DEGREES 02 MINUTES 33 SECONDS EAST 327.68 FEET TO A POINT; THENCE SOUTH 37 DEGREES 30 MINUTES 34 SECONDS WEST 58.65 FEET TO A POINT; THENCE SOUTH 62 DEGREES 10 MINUTES 04 SECONDS EAST 213.725 FEET TO A POINT IN THE NORTHWEST LINE OF CLARKSON ROAD; THENCE ALONG CLARKSON ROAD THE FOLLOWING COURSES AND DISTANCES; NORTH 64 DEGREES 42 MINUTES 50 SECONDS EAST 18.69 FEET TO A POINT, NORTH 32 DEGREES 21 MINUTES 57 SECONDS EAST 109.180 FEET TO A POINT, NORTH 30 DEGREES 30 MINUTES 56 SECONDS EAST 250.11 FEET TO A POINT, NORTH 32 DEGREES 25 MINUTES 46 SECONDS EAST 109.51 FEET TO A POINT, NORTH 79 DEGREES 29 MINUTES 05 SECONDS WEST 23.73 FEET TO A POINT, NORTH 39 DEGREES 05 MINUTES 26 SECONDS EAST 68.97 FEET TO A POINT, NORTH 32 DEGREES 02 MINUTES 17 SECONDS EAST 146.58 FEET TO A POINT, NORTH 25 DEGREES 57 MINUTES 35 SECONDS EAST 90.14 FEET TO A POINT AND THENCE NORTH 05 DEGREES 45 MINUTES 47 SECONDS WEST 70.45 FEET TO THE POINT OF BEGINNING, AND CONTAINING 6.89329 ACRES (300,272 SQUARE FEET). SUBJECT TO EASEMENTS, RESTRICTIONS AND CONDITIONS OF RECORD, IF ANY.

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 Chesterfield Crossing Partners, LLC in P.Z. 03-2019, requesting the text 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 25th day of March 2019, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this _____ day of _____, 2019.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 05/06/2019

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 permitted in this “C-8” District shall be limited to all Permitted uses in the “C-2” Shopping District, and the following uses:
 - a. Financial institution with a drive-through facility
 - b. Veterinary clinic
2. The permitted uses in this “C-8” District shall be restricted as follows:
 - a. There shall be no outside storage permitted within this development.
 - b. Use “b” above shall be limited to indoor use only, and there shall be no overnight boarding of animals.
3. Hours of Operation.
 - a. Hours of operation for this “C-8” District shall not be restricted.
 - b. Onsite trash pick-up and the loading and unloading of materials at the rear of the buildings shall be restricted to the hours between 7:00 AM and 5:00 PM.

B. FLOOR AREA, HEIGHT, AND BUILDING REQUIREMENTS

1. Floor Area
 - a. Total building area shall not exceed 67,544 square feet.
 - b. Floor area occupied by a single tenant shall not exceed 31,800 square feet.
2. Height
 - a. Building height shall not exceed one (1) building level.
3. Building Requirements
 - a. There shall be a maximum of five (5) buildings.

- b. A minimum of eighteen percent (18%) openspace is required for this development.

C. SETBACKS

1. Structure Setbacks

No structure, except signs, lights, fences, retaining walls and flag poles, shall be within the following setbacks:

- a. Sixty (60) feet from the right-of-way of Clarkson Road along the north and east property lines that abut State right-of-way.
- b. New buildings shall maintain a minimum setback of forty-four (44) feet from any residentially zoned property.
- c. Setbacks from Lea Oak Drive shall be as approved by the Planning Commission on the Site Development Plan.

2. Parking Setbacks

No parking space, internal drive, except points of ingress and egress, and detention basins, shall be within the following setbacks:

- a. Fifteen (15) feet from the right-of-way of Clarkson Road and the State right-of-way to the northeast.
- b. Setbacks from the south property line adjacent to Lea Oak Drive shall be as approved by the Planning Commission on the Site Development Plan.
- c. Five (5) feet from the north property line of the existing “C-8” development.
- d. Ten (10) feet from the west boundary line of the existing “C-8” area, except the setback from the property line with bearing N°68 32’ 48”E shall be 8.72 feet.
- e. Fifteen (15) feet from all other property boundaries adjoining residentially zoned property.

D. PARKING AND LOADING REQUIREMENTS

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

E. LANDSCAPE AND TREE REQUIREMENTS

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

F. SIGN REQUIREMENTS

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code or a Sign Package may be submitted for the planned district. Sign Packages shall adhere to the City Code and are reviewed and approved by the City of Chesterfield Planning Commission.
2. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the City of Chesterfield, and/or the St. Louis County Department of Highways and Traffic (or MoDOT), for sight distance considerations and approved prior to installation or construction.
3. The location of all signs shall be as approved by the Planning Commission on the Site Development Plan.
4. No more than one (1) free-standing business sign and one (1) free-standing project identification sign shall be permitted for this “C-8” development.
5. No advertising or temporary signs shall be permitted in this development.

G. LIGHT REQUIREMENTS

1. Provide a lighting plan and cut sheet in accordance with the City of Chesterfield Code.
2. The location of all lighting standards shall be as approved by the Planning Commission on the Site Development Plan. No on-site illumination source abutting the west and northeast property lines shall exceed sixteen (16) feet in height, or be so situated that light is cast directly on adjoining properties or public roadways. All other light standards shall be a maximum of twenty-four (24) feet in height.

H. ARCHITECTURAL

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

2. All exterior trash areas shall be enclosed with a six (6) foot high sight-proof fence.
3. All rooftop mechanical equipment on buildings shall be adequately screening by roofing or other screening, as approved by the Planning Commission.
4. Architectural elevations, styles, colors and exterior materials for all building facades and fencing shall be as approved by the Planning Commission in conjunction with the Site Development Plan. The exterior colors and materials of the outparcel building shall be compatible with the other buildings within this development. All buildings shall be brick on all sides, unless otherwise approved by the Planning Commission.
5. Retaining walls exceeding six (6) feet in height shall be of concrete materials.

I. ACCESS/ACCESS MANAGEMENT

Access to the development from Lea Oak Drive shall be limited to the current access serving the existing development. Overall access shall be as determined and approved by the Missouri Department of Transportation and the City of Chesterfield.

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Provide additional right-of-way and pavement widening for Clarkson Road, as directed by the Missouri Department of Transportation.
2. Provide a sidewalk or stabilized shoulder adjacent to Clarkson Road.
3. The main driveway aisle adjacent to the commercial buildings shall be a minimum of twenty-six (26) feet in width.
4. Minor driveways and parking lot aisles should intersect the main driveway at right angles and be logically located opposite other minor driveways and parking lot aisles. The main and minor driveways shall not have speed bumps. Stop signs may be installed for traffic on the minor driveways which intersect the main driveway, as directed by the Department of Planning and Development Services.
5. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield and the St. Louis County Department of Highways and Traffic and the Missouri Department of

Transportation. No gate installation will be permitted on public right-of-way.

6. If a gate is installed on a street in this development, the streets within the development, or that portion of the development that is gated, shall be private and remain private forever.

K. TRAFFIC STUDY

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

L. POWER OF REVIEW

Either Councilmember of the Ward where a development is proposed, the Mayor, or any two (2) City Council members from any Ward 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 seventy-two (72) 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. The storm water management facilities shall be operational prior to paving of any driveways or parking areas in non-residential development or issuance of building permits exceeding sixty percent (60%) of approved dwelling units in each plat, watershed or phase of residential developments. The location and types of storm water management facilities shall be identified on the Site Development Plan(s).
3. Detention of differential runoff of storm water is required by providing permanent detention facilities, such as: dry reservoirs, ponds or another acceptable alternative. The detention basin shall be completed and in operation prior to paving of any driveways or parking areas.

N. SANITARY SEWER

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

O. GEOTECHNICAL REPORT

Submit as deemed necessary by the Director of Public Works, a geotechnical report prepared by a professional engineer licensed in the State of Missouri for review and approval by the Department of Public Works. Said report shall verify the adaptability of grading and improvements with soil and geologic conditions. A statement of compliance with this study, signed by the Geotechnical Engineer preparing the report, shall be included on all Site Development Plans.

P. MISCELLANEOUS

1. A grading permit is required prior to any grading on the site. No change in watershed shall be permitted.
2. Adequate temporary off-street parking for construction employees shall be provided. 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.

3. Interim stormwater drainage control in the form of siltation control measures are required.
4. Additional lanes and/or widening, pavement thickness, drainage facilities, granular base, traffic control devices, and other improvements may be required to accommodate heavy traffic volumes, unsuitable soil conditions, steep grades, or other conditions not apparent at this time.
5. If roadways in this petition are to be private roadways, these roadways shall remain private forever. Maintenance of private roadways shall be the responsibility of the property owner(s) or trustees forever.
6. The existence of private roadways within the development requires disclosure by the developer of responsibility of street maintenance in accordance with the provisions of the Unified Development Code (UDC).
7. As the tract abuts a roadway under the jurisdiction of the Missouri Department of Transportation, sidewalks along the tract must be placed in a public easement outside of the State right-of-way. Maintenance of sidewalks along State highways must be the responsibility of the property owners.
8. If cut and fill operations occur during a season not favorable for immediate establishment of a permanent ground cover, a fast germinating annual such as rye grasses or sudan grasses shall be utilized to retard erosion.
9. The City of Chesterfield shall enforce the conditions of this ordinance in accordance with the Site Development Plan approved by the Planning Commission.
10. All utilities will be installed underground.
11. An opportunity for recycling will be provided. All provisions of Chapter 25, Article VII, and Section 25-122 thru Section 25-126 of the City Code shall be required where applicable.
12. 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 Missouri Department of Transportation. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.

II. TIME PERIOD FOR SUBMITTAL OF SITE DEVELOPMENT PLANS

- A.** Within eighteen (18) months from the date of approval of the preliminary development plan by the City Council and prior to issuance of any building or occupancy permit, the petitioner shall submit to the Planning Commission for its review and approval a Site Development Plan. Where due cause is shown by the petitioner, this time interval may be extended through appeal to, and approval by, the Planning Commission.

III. COMMENCEMENT OF CONSTRUCTION

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

IV. GENERAL CRITERIA

A. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

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

1. The location and size of all proposed structures, including free-standing business signs.
2. Existing and proposed contours at two (2) foot intervals.
3. Location and size of all parking area.
4. Roadways and driveways on and adjacent to the property in question, including required roadway right-of-way dedication and pavement widening.
5. The design, location and size of all proposed lighting, fences and trash areas.
6. A landscape plan including, but not limited to, the location, size and general type of all plan and other material to be used and retained in accordance with the Landscape and Tree Preservation Requirements of the City of Chesterfield Code.
7. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.

8. Outboundary plat and legal description of property.
9. Density calculations.
10. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.
11. Provide openspace percentage for overall development including separate percentage for each lot on the plan.
12. Provide Floor Area Ratio (F.A.R.).
13. A note indicating all utilities will be installed underground.
14. A note indicating signage approval is separate process.
15. Depict the location of all buildings, size, including height and distance from adjacent property lines, and proposed use.
16. Specific structure and parking setbacks along all roadways and property lines.
17. Indicate location of all existing and proposed freestanding monument signs.
18. Zoning district lines, subdivision name, lot number, dimensions, and area, and zoning of adjacent parcels where different than site.
19. Floodplain boundaries.
20. 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.
21. 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.
22. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
23. 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.

24. Address trees and landscaping in accordance with the City of Chesterfield Code.
25. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.
26. 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.
27. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport, Metropolitan St. Louis Sewer District (MSD) and the Missouri Department of Transportation.
28. Compliance with Sky Exposure Plane.
29. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

V. TRUST FUND CONTRIBUTION

Traffic Generation Assessment

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

<u>Type of Development</u>	<u>Required Contribution</u>
General Retail	\$2,319.85/parking space
Medical Office	\$2,319.85/parking space
Loading Space	\$3,796.14/parking space

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

If types of development proposed differ from those listed, rates shall be provided by the St. 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.

2. As this development is located within a trust fund area established by Saint Louis County, any portion of the traffic generation assessment contribution which remains following completion of road improvements required by the development shall be retained in the appropriate trust fund.
3. Traffic Generation Assessment contributions shall be deposited with Saint Louis County Department of Transportation. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by Saint Louis County Department of Transportation or prior to the issuance of building permits in the case where no Special Use Permit is required. If development phasing is anticipated, the developer shall provide the Traffic Generation Assessment contribution prior to the issuance of building permits for each phase of development. Funds shall be payable to Treasurer, Saint Louis County.
4. The amount of all required contributions, if not submitted by January 1, 2018, shall be adjusted on that date and on the first January in each succeeding year thereafter in accordance with the construction cost index as determined by the Saint Louis County Department of Transportation.

VI.RECORDING

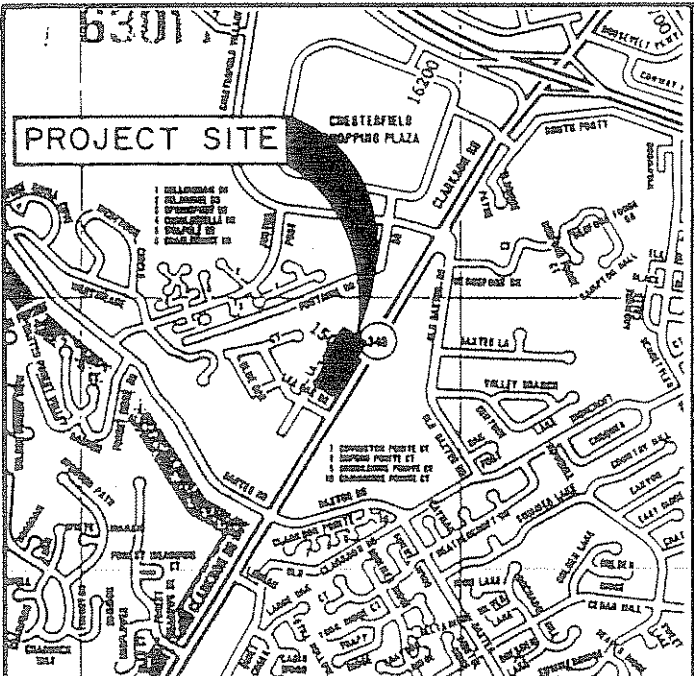
Within sixty (60) days of approval of any Site Development Plan by the Planning Commission, the approved plan shall be recorded with the St. Louis County Recorder of Deeds.

VII.ENFORCEMENT

- A.** The City of Chesterfield, Missouri will enforce the conditions of this ordinance in accordance with the Plan approved by the City of Chesterfield and the terms of this Attachment A.
- B.** Failure to comply with any or all the conditions of this ordinance will be adequate cause for revocation of approvals/permits by reviewing Departments and Commissions.
- C.** Non-compliance with the specific requirements and conditions set forth in this Ordinance and its attached conditions or other Ordinances of the

City of Chesterfield shall constitute an ordinance violation, subject, but not limited to, the penalty provisions as set forth in the City of Chesterfield Code.

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



LOCATION MAP

CITY OF CHESTERFIELD
PLANNED DISTRICT ORDINANCE
ATTACHMENT B

SCALE 1" = 30'

DENOTES PROPOSED
OUTDOOR SEATING AREAS

PROPOSED OUTDOOR
SEATING AREA = 2,831 s.f.

EXISTING RESTAURANT
SPACES

PROPOSED OUTDOOR
SEATING AREA = 236 s.f.

CITY OF CHESTERFIELD
DEPARTMENT OF PLANNING AND
PUBLIC WORKS
ADMINISTRATIVE APPROVAL
PLAN TYPE: Amended Site Development Plan
AMENDED FOR: Addition of outdoor
seating area
BY: [Signature]
DATE: December 8, 2010

CLARKSON SQUARE PLAT FOUR
PLAT BOOK 236, PG. 73

CLARKSON
BUILDING "A"
PLAT BOOK 251, PG. 90

BUILDING "D"
PLAT BOOK 247, PG. 20

CONDOMINIUMS
BUILDING "H"
PLAT BOOK 257, PG. 3

PARKING TABLE				
BUILDING	USE	GROSS AREA	PARKING RATIO	PARKING REQUIRED
A	RETAIL	5,404	4.5/1000	24.3
B	RETAIL	21,495	4.5/1000	96.7
C	RETAIL	21,430	4.5/1000	96.4
D1	RETAIL	9,109	4.5/1000	41.0
D2	RESTAURANT	8,124	4.5/1000	36.6
E	BANK	3,855	4.5/1000	17.3
TOTAL		69,417		312.3

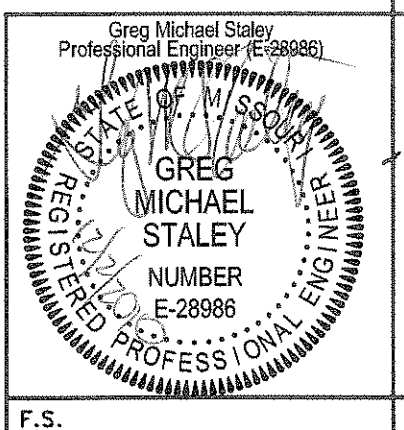
GENERAL NOTES

- All dimensions are to back of curb and face of building unless otherwise noted.
- Addresses shown are Clarkson Road, Chesterfield, Missouri, 63017.
- These plans reflect improvements to Missouri Route 340 (Clarkson Road) as contained in plans prepared by the Missouri Highway & Transportation Department received 1/4/90.
- Exterior trash enclosures shall be enclosed with a six (6') foot high sight proof fence.
- All rooftop mechanical equipment shall be adequately screened.
- All new building exteriors shall be brick.
- Bench Mark M&D BM 454-50, Elev. = 638.89 Square on northwest corner of highest traffic control box #C.L.-3, northwest corner of Clarkson Road and Chesterfield Village Parkway.
- Pole Mounted Lights along North and West Property Lines abutting Residential Zoning shall be 16' maximum height.

PARKING SPACES PROVIDED:		
HANDICAPPED	7	
REGULAR	356	
TOTAL	363	

LOADING SPACE REQUIREMENTS:		
REQUIRED	PROVIDED	
10' x 25' SPACE	2	
10' x 40' SPACE	1	

- LEGEND
- Catch Basin
 - Grate Inlet
 - Manhole
 - Flared End Section
 - Storm Sewer
 - Sanitary Sewer
 - Sanitary Cleanout
 - Water Meter & Curb Stop
 - Building Mounted Light 16' Max. Height
 - Site Lighting 24' Max. Height, see Note 8.
 - Existing Contours
 - Proposed Contours
 - Concrete Curb
 - Retaining Wall
 - Concrete Pavement
 - Heavy Duty Asphalt Pavement
 - Light Duty Asphalt Pavement
 - Asphalt Curb



REVISIONS

8	12/2/2010	GMS	Added outdoor seating areas for Bldg. D, Rev. parking calcs.
7	6/25/93	GH	Change of Ownership
6	6/7/93	GH	Per City of Chesterfield
5	5/28/93	GH	Addition to Bldg. D
4	7/25/90	MJR	Added Underground Detention Basin & Revised Storm Sewers
3	7/5/90	EAS	Revised Sidewalk along Clarkson Rd. & Bldgs C&D
2	5/5/90	MJR	Revised per City of Chesterfield Comments Dated 4/30/90
1	4/3/90	MJR	Revised per City of Chesterfield Comments

the clayton engineering company

ENGINEERS • SURVEYORS • PLANNERS

12755 OLIVE BOULEVARD - SUITE 100
ST. LOUIS, MISSOURI 63141-6200
(314) 542-0009 FAX (314) 542-9999

Designed M. HENSON
Drawn E. SPAIN
Checked M. HENSON
Date February 27, 1990
Project Number 89270
Sheet Number 1 of 2

Plotted 2/28/90 ES

From: Justin Wyse, Director of Planning and Development Services

RE: P.Z. 12-2018 Fairfield Suites (Chesterfield Village Lodging): A zoning map amendment request from a “C-8” Planned Commercial District to a “PC” Planned Commercial District for a 2.84 acre tract of land located at the northwest corner of the intersection of Chesterfield Parkway East and Conway Road. (18S331381).

Chesterfield Village Lodging is requesting a zoning map amendment from a “C-8” Planned Commercial District to a “PC” Planned Commercial District for a 2.84 acre tract of land located at the northwest corner of the intersection of Chesterfield Parkway East and Conway Road. The petitioner is seeking to define development criteria for the site that would allow two development paths, the first one being two conjoined hotels and the second being similar to what exists on the site currently, one hotel and one sit down restaurant. The request includes modifications to landscape buffers, open space, and the Floor Area Ratio requirements.

A Public Hearing on this request was held at the January 14, 2019 Planning Commission meeting, at which time several issues were raised. Following the Public Hearing, the Petitioner revised the Preliminary Plan in order to address the Planning Commission's concerns. The primary revision was to relocate a freestanding parking garage along Chesterfield Parkway East to under the newly proposed hotel.

At the April 22, 2019 Planning Commission meeting, the Planning Commission indicated that all issues had been addressed. Two separate votes, each requiring a 2/3 affirmative vote, were unanimously passed by the Planning Commission to establish a 26% open space requirement and 0.86 F.A.R. requirement. Following this, the Planning Commission passed a motion recommending approval of this petition by a vote of 7-0.

On May 9, 2019 the Planning and Public Works Committee met and discussed the petition. A motion to recommend approval was passed by a vote of 4-0.

Attached, please find a copy of the associated legislation, Attachment A, and Attachment B (Preliminary Plan)

Attachments: Legislation
Attachment A
Attachment B (Preliminary Plan)



Figure 1. Aerial Photograph

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF A “C-8” PLANNED COMMERCIAL DISTRICT TO A “PC” PLANNED COMMERCIAL DISTRICT FOR A 2.84 ACRE TRACT OF LAND LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF CHESTERFIELD PARKWAY EAST AND CONWAY ROAD. (P.Z. 12-2018 FAIRFIELD SUITES [CHESTERFIELD VILLAGE LODGING] -18S331381).

WHEREAS, the petitioner, Chesterfield Village Lodging, has requested a zoning map amendment to repeal City of Chesterfield Ordinance 1525 from a “C-8” Planned Commercial District to a “PC” Planned Commercial District for a 2.84 acre tract of land located at the northwest corner of the intersection of Chesterfield Parkway East and Conway Road; and,

WHEREAS, a Public Hearing was held before the Planning Commission on January 14, 2019; and,

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

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

WHEREAS, the City Council, having considered said request, voted to approve the 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 2.84 acre tract of land located at the northwest corner of the intersection of Chesterfield Parkway East and Conway Road and as described as follows:

A TRACT OF LAND SITUATED IN FRACTIONAL SECTION 10, TOWNSHIP 45 NORTH, RANGE 4 EAST, ST. LOUIS COUNTY, MISSOURI, AND BEING NEW PARCEL A OF A RESUBDIVISION OF ADJUSTED LOT 3C OF A BOUNDARY ADJUSTMENT PLAT OF LOTS 3B AND 3C OF THE SUBDIVISION OF LOT 3 OF HERMAN STEMME OFFICE PARK. PLAT BOOK 345, PG 482. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF CONWAY ROAD, A VARIABLE WIDTH PUBLIC RIGHT OF WAY AND BEING ALSO THE SOUTHWESTERN CORNER OF NEW PARCEL A, A PARCEL OF A RESUBDIVISION OF ADJUSTED LOT 3C OF A BOUNDARY ADJUSTMENT PLAT OF LOTS 3B AND 3C OF THE SUBDIVISION OF LOT 3 OF HERMAN STEMME OFFICE PARK ACCORDING

TO THE PLAT THEREOF RECORDED IN PLAT BOOK 345 PAGE 482 OF THE ST. LOUIS COUNTY RECORDS; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE OF CONWAY ROAD NORTH 00 DEGREES 40 MINUTES 37 SECONDS WEST ON A BEARING SYSTEM ADOPTED FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM, NAD 1983, EAST ZONE, 114.47 FEET TO A POINT; THENCE NORTH 32 DEGREES 05 MINUTES 35 SECONDS WEST, 187.43 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 23 SECONDS EAST, 72.00 FEET; THENCE NORTH 57 DEGREES 53 MINUTES 14 SECONDS EAST, 259.73 FEET TO A POINT, SAID POINT BEING ON THE SOUTHWESTERN RIGHT OF WAY LINE OF CHESTERFIELD PARKWAY EAST, A VARIABLE WIDTH PUBLIC RIGHT OF WAY; THENCE ALONG SAID SOUTHWESTERN RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES, SOUTH 32 DEGREES 06 MINUTES 46 SECONDS EAST, 46.86 FEET TO A POINT; THENCE NORTH 89 DEGREES 22 MINUTES 13 SECONDS WEST, 8.43 FEET TO A POINT; THENCE SOUTH 31 DEGREES 48 MINUTES 12 SECONDS EAST, 153.68 FEET TO A POINT; THENCE SOUTH 30 DEGREES 21 MINUTES 18 SECONDS EAST, 78.57 FEET TO A POINT; THENCE SOUTH 27 DEGREES 25 MINUTES 16 SECONDS EAST, 76.89 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 718.94 FEET, AN ARC LENGTH OF 53.37 FEET, A CHORD BEARING OF SOUTH 23 DEGREES 44 MINUTES 17 SECONDS EAST AND A CHORD DISTANCE OF 53.36 FEET; THENCE LEAVING SAID SOUTHWESTERN RIGHT OF WAY LINE OF CHESTERFIELD PARKWAY EAST SOUTH 33 DEGREES 26 MINUTES 08 SECONDS WEST, 121.57 FEET TO A POINT, SAID POINT BEING ON THE AFORESAID NORTH RIGHT OF WAY LINE OF CONWAY ROAD; THENCE ALONG THE SAID NORTH RIGHT OF WAY LINE OF CONWAY ROAD SOUTH 83 DEGREES 48 MINUTES 50 SECONDS WEST, 248.35 FEET TO A POINT, RETURNING TO THE POINT OF BEGINNING AND CONTAINING 123,812 SQ. FT. (2.84 ACRES) MORE OR LESS.

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

Section 3. The City Council, pursuant to the petition filed by Chesterfield Village Lodging in P.Z. 12-2018, requesting the rezoning embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 14th day of January 2019, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this _____ day of _____, 2019.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 05/20/2019

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 Planned Commercial District shall be:
 - a. Hotel and Motel
 - b. Restaurant, sit-down
2. Hours of Operation.
 - a. Hours of operation for this "PC" District shall not be restricted.
3. Telecommunication facilities siting permits may be issued for wireless telecommunications facilities per the requirements of the City Code.

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

1. Floor Area
 - a. If the hotel and motel use is developed in conjunction with the standalone use "restaurant, sit down," the hotel shall not exceed three (3) stories and a room count of ninety-two (92) rooms. Building height shall be measured from the average finished ground elevation of each building and shall be exclusive of rooftop mechanical equipment and screening. The total gross floor area of the freestanding sit-down restaurant shall not exceed 5,400 square feet.
 - b. If the hotel and motel use is not developed in conjunction with the standalone use "restaurant, sit down," the hotel shall not exceed four (4) stories and a room count of two hundred (200) rooms. Building height shall be measured from the average finished ground elevation of each building and shall be exclusive of rooftop mechanical equipment and screening.
2. Height

The maximum height of the building, exclusive of rooftop mechanical equipment and screening, shall not exceed 65 feet.

3. Building Requirements

- a. A minimum of 26% open space is required for this development.
- b. This development shall have a maximum F.A.R. of 0.86.

C. SETBACKS

1. Structure Setbacks

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

- a. 25 feet from the right-of-way of Conway on the southern boundary of the Planned Commercial “PC” District.
- b. 15 feet from the right-of-way of Chesterfield Parkway East on the eastern boundary of the “PC” District.
- c. 10 feet from the northern boundary of the “PC” District.
- d. 10 feet from the western boundary of the “PC” District.

2. Parking Setbacks

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

- a. 10 feet from the right-of-way of Conway on the southern boundary of the Planned Commercial “PC” District.
- b. 15 feet from the right-of-way of Chesterfield Parkway East on the eastern boundary of the “PC” District.
- c. 5 feet from the western boundary of the “PC” District.
- d. Parking shall not be permitted along the northern boundary of the “PC” District.

D. PARKING AND LOADING REQUIREMENTS

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

3. No construction related parking shall be permitted within right of way or on any existing roadways. All construction related parking shall be confined to the development.
4. 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.

E. LANDSCAPE AND TREE REQUIREMENTS

1. The development shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Code.
2. The width of the required landscape buffers along Conway Road and Chesterfield Parkway East shall correspond to the parking setbacks.

F. SIGN REQUIREMENTS

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

G. LIGHT REQUIREMENTS

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

H. ARCHITECTURAL

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

I. ACCESS/ACCESS MANAGEMENT

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

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield and the agency in control of the right of way off of which the entrance is constructed. No gate installation will be permitted on public right of way.
2. Existing sidewalk along Chesterfield Parkway and Conway Road shall remain and at the time of construction shall be evaluated and updated, as necessary, to conform to ADA standards. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects and shall provide an internal connection from the existing sidewalk onto the site as shown on the Preliminary Plan.
3. Prior to improvement / construction plan approval, the engineer shall provide a signed and sealed note on the plans for both residential and commercial projects, stating that the unimproved existing sidewalk/pedestrian path along the project frontage meets current St. Louis County / ADA Standards.
4. Obtain approvals from the City of Chesterfield and the St. Louis County Department of Transportation as necessary for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
5. Improve Chesterfield Parkway East right-of-way, as directed by the Saint Louis County Department of Transportation.
6. Additional right-of-way and road improvements shall be provided, as required by the St. Louis County Department of Transportation and the City of Chesterfield.

K. TRAFFIC STUDY

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

L. POWER OF REVIEW

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

M. STORM WATER

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or connected to 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. 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 Saint Louis Sewer District.
7. Storm sewers shall be as approved by the Metropolitan St. Louis Sewer District and the City of Chesterfield.
8. Formal MSD review, approval, and permits are required prior to construction.

N. SANITARY SEWER

1. 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 will be installed underground.
2. An opportunity for recycling will be provided. All provisions of Chapter 25, Article VII, and Section 25-122 thru Section 25-126 of the City Code shall be required where applicable.
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. Retaining walls along public right of way shall be private and remain private forever and shall be located such that it is not necessary to support any public improvements.

5. 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.
6. The developer is advised that utility companies will require compensation for relocation of their facilities within public road right-of-way. Utility relocation cost shall not be considered as an allowable credit against the petitioner's traffic generation assessment contributions. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements.
7. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.

II. TIME PERIOD FOR SUBMITTAL OF SITE DEVELOPMENT 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 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 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 include, but not be limited to, the following:

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Outboundary plat and legal description of property.
3. Density calculations.
4. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.
5. Provide openspace percentage for overall development including separate percentage for each lot on the plan.
6. Provide Floor Area Ratio (F.A.R.).
7. A note indicating all utilities will be installed underground.
8. A note indicating signage approval is separate process.
9. Depict the location of all buildings, size, including height and distance from adjacent property lines, and proposed use.
10. Specific structure and parking setbacks along all roadways and property lines.
11. Indicate location of all existing and proposed freestanding monument signs.

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

V. TRUST FUND CONTRIBUTION

As this development is not subject to traffic generation assessment, the roadway improvements required herein represent the developer's road improvement obligation. These improvements will not exceed an amount established by multiplying the ordinance-required parking spaces by the following applicable rates:

<u>Type of Development</u>	<u>Required Contribution</u>
Hotel	\$1,546.62/parking space
Loading Space	\$3,796.14/parking space

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

If types of development differ from those listed, rates shall be provided by St. 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.

The applicable rates limiting required road improvements shall be adjusted on January 1, 2020 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 Transportation.

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.

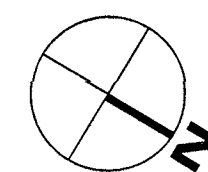
VI. RECORDING

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.

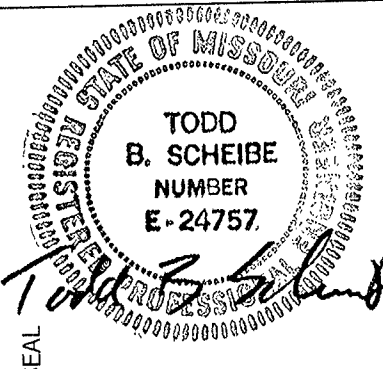
ENFORCEMENT

- 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.

(IN FEET)
1 inch = 20 ft.



The Professional Engineer's seal and signature apply only to the document to which they are affixed. The Engineer expressly disclaims any responsibility for all other plans, specifications, estimates, reports or other documents or instruments relating to or intended to be used for any part of the engineering project.



G&W
ENGINEERING
38 WELDON PARKWAY ST. LOUIS, MO 63105
314-497-3737 PROJECT NUMBER CV18-0409
WWW.GANDWENGINEERING.COM

CHESTERFIELD VILLAGE
LODGING, LLC
1850 CRAIGSHIRE, SUITE 103
ST LOUIS, MO 63146

CONSTRUCTION

PRELIMINARY DEVELOPMENT PLAN

SPRINGHILL SUITES / FAIRFIELD SUITES

1065 East Chesterfield Parkway
Chesterfield, Missouri 63017

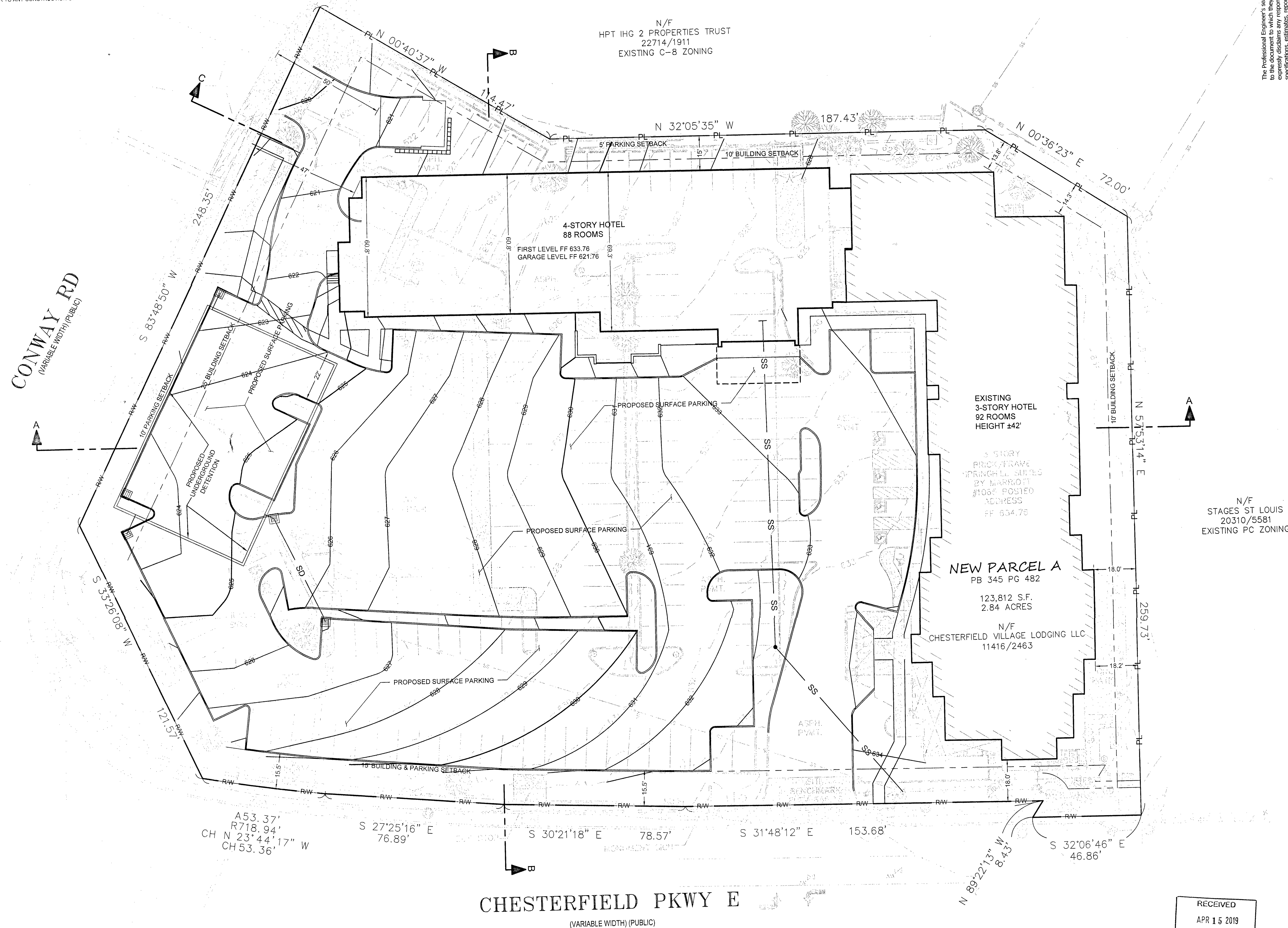
A TRACT OF LAND BEING NEW PARCEL A OF A RESUBDIVISION OF ADJUSTED LOT 3C OF A BOUNDARY ADJUSTMENT PLAT OF LOTS 3B AND 3C OF THE SUBDIVISION OF LOT OF HERMAN STEMMER OFFICE PARK, PB 345 PG 482 OF THE ST LOUIS COUNTY RECORDS.

DESCRIPTION	ISSUE DATE
JOB NO:	CV18-0409.00
DRAWN BY:	GAS
CHECKED BY:	TBS
DATE:	04/09/2019

SHEET NO.
PRELIMINARY
DEVELOPMENT PLAN

01

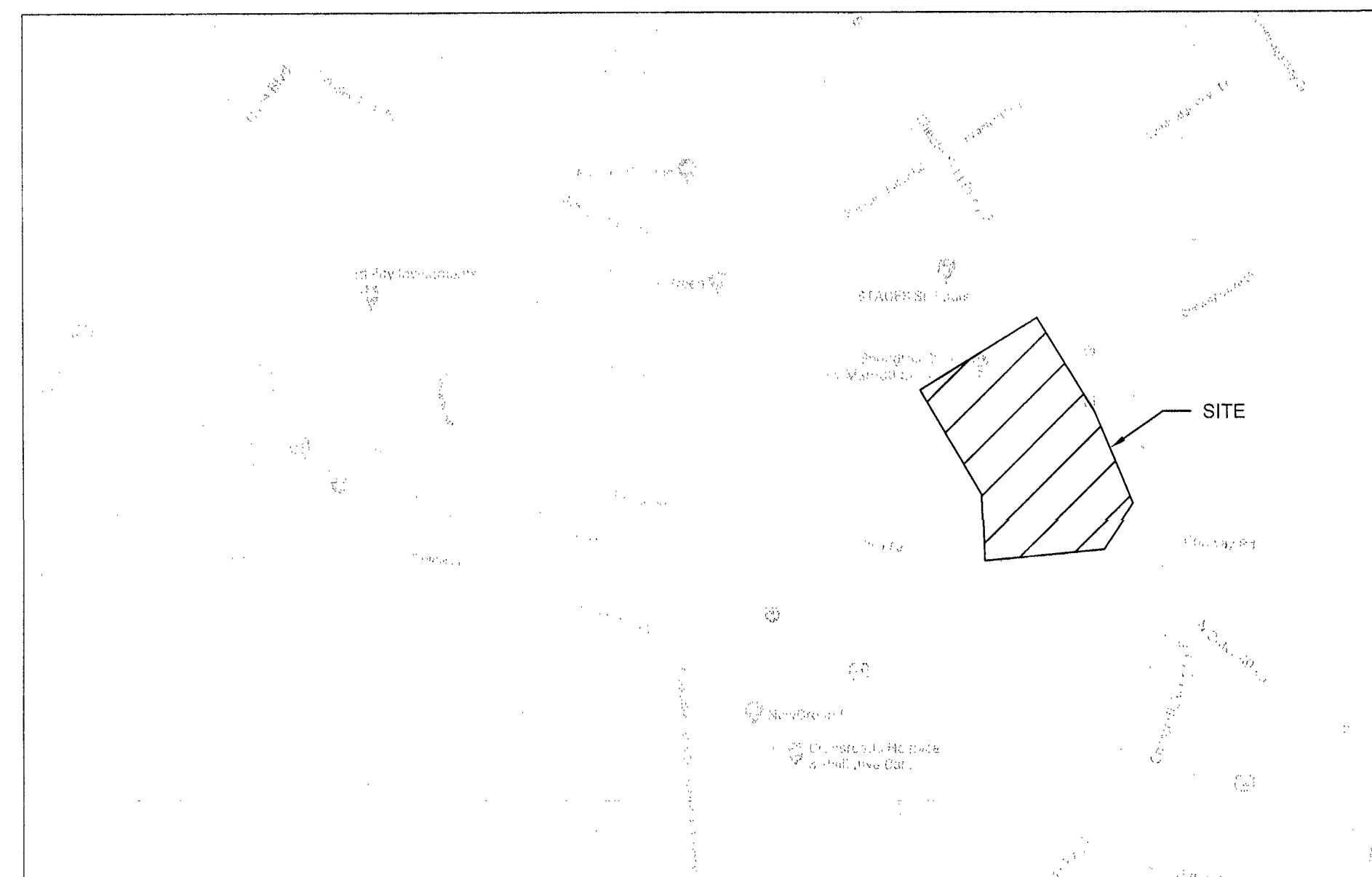
PRELIMINARY - NOT FOR CONSTRUCTION



RECEIVED
APR 15 2019
City of Chesterfield
Department of Public Services

1065 East Chesterfield Parkway
St Louis, MO 63017

SCALE: NTS, MAP IMAGE SOURCE: GOOGLE



<u>PROPERTY ADDRESSES:</u>	<u>PARCEL ID #:</u>	<u>MUNICIPALITY:</u>	<u>ZONING DISTRICT:</u>
1065 EAST CHESTERFIELD PARKWAY	18S331381	CHESTERFIELD	C-8

TOTAL AREA:
2.84 ACRES

OWNER NAME:
CHESTERFIELD VILLAGE LODGING, LLC
1850 CRAIGSHIRE ROAD
ST LOUIS, MO 63146
314-434-4004

FIRE DISTRICT:
MONARCH FIRE PROTECTION DISTRICT

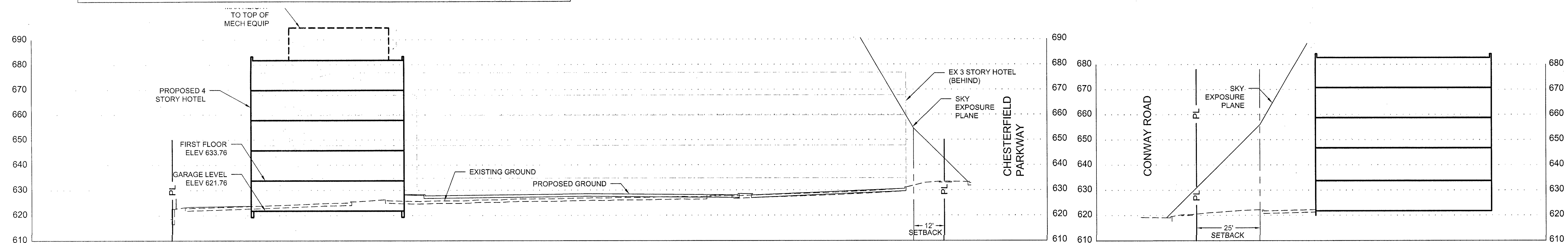
UTILITIES AND CONTACT:
MISSOURI AMERICAN WATER
SPIRE ENERGY
AT&T
AMEREN MISSOURI
METROPOLITAN ST. LOUIS SEWER DISTRICT

PLAN SUBMITTER:
ANDY SUTTON
G&W ENGINEERING
138 WELDON PARKWAY
MARYLAND HEIGHTS, MO 63043
314.236.6371
ASUTTON@GANDWENGINEERING.COM

Existing Area Calculations			Proposed Area Calculations		
Description	Area (ac)	Percent %	Description	Area (ac)	Percent %
Existing Hotel	0.40	13.95%	Existing Hotel	0.40	13.95%
Existing Restaurant	0.12	4.20%	Proposed Hotel	0.32	11.28%
Existing Pavement (not including walks or plazas)	1.66	58.41%	Proposed Pavement (not including walks or plaza)	1.32	46.49%
Existing walks & plaza	0.13	4.55%	Proposed walks & plaza	0.18	6.18%
Existing Green Space	0.54	18.89%	Proposed Green Space	0.63	22.10%
Total	2.84	100.00%	Total	2.84	100.00%

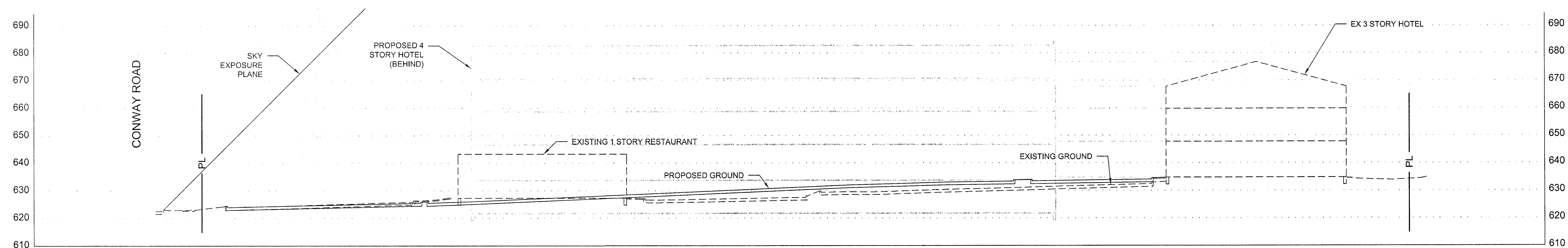
Existing Open Space	0.67	23.43%
Open Space	0.80	28.27%

DESCRIPTION	AREA (SF)
SITE	123,812
EXISTING HOTEL	51,810
PROPOSED HOTEL	54,780
TOTAL	106,590

$$\text{F.A.R.} = 106,590 / 123,812 = 0.86$$


SECTION B-B
(EAST - WEST)

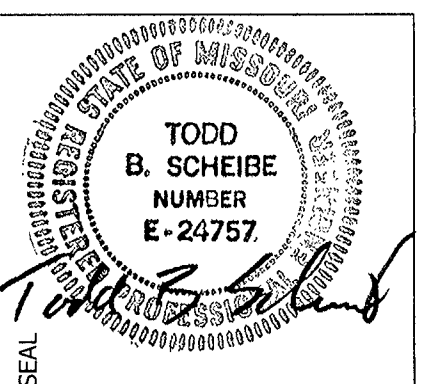
SECTION C
SKY EXPOSURE PLANE



SECTION A-A
(NORTH - SOUTH)

The Professional Engineer's seal and signature apply only to the document to which they are affixed. The Engineer expressly disclaims any responsibility for all other plans, specifications, estimates, reports or other documents or instruments relating to or intended to be used for any part of the engineering project.

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G&W
ENGINEERING
38 WILSON PARKWAY ST. LOUIS MO 63105
PROJECT NUMBER 18-040
WWW.GANDWENGINEERING.COM
MISSOURI STATE BOARD OF AUTHORITY # 200202350

CHESTERFIELD VILLAGE
LODGING, LLC
1850 CRAIGSHIRE, SUITE 103
ST LOUIS, MO 63146

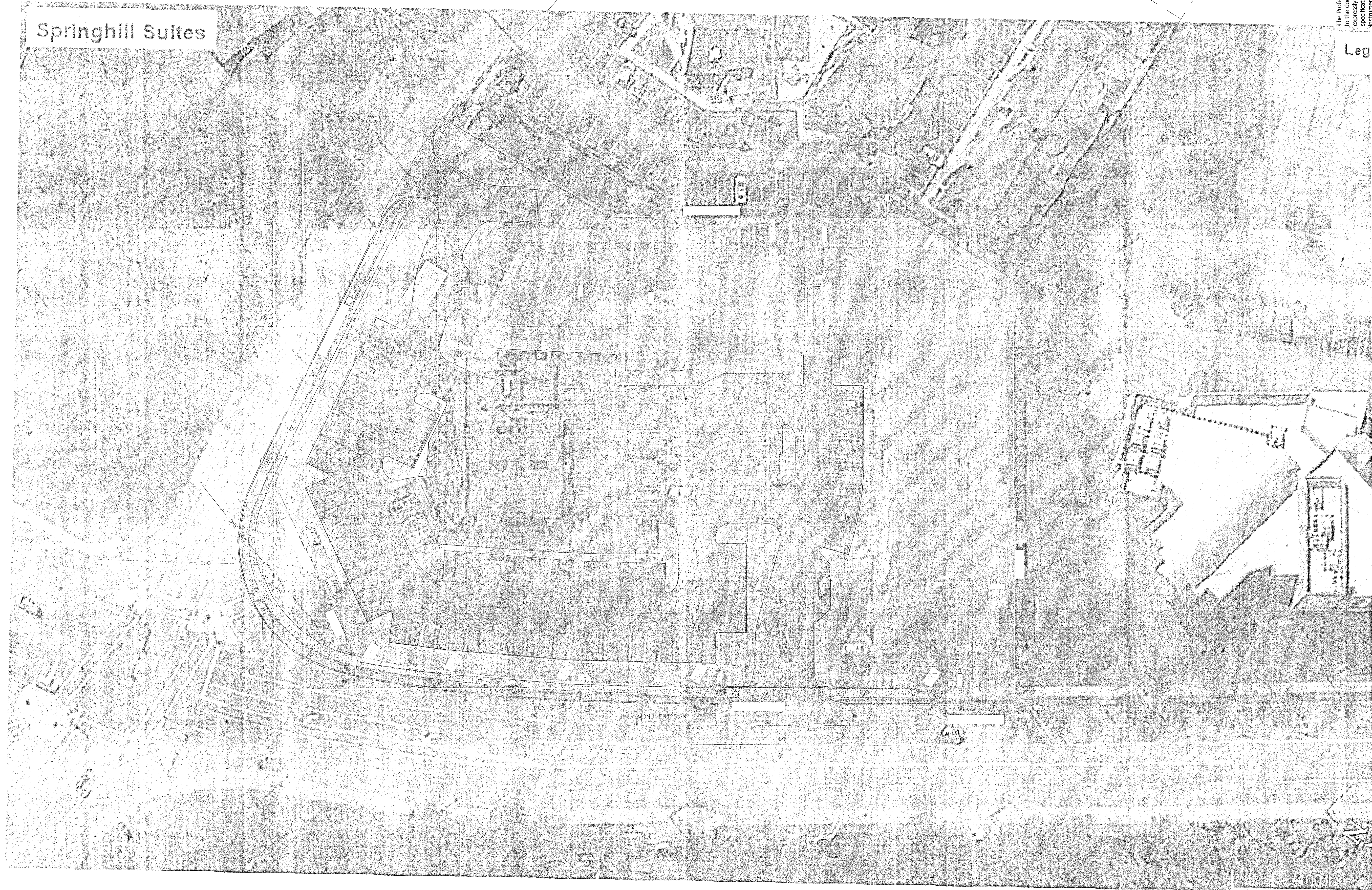
PRELIMINARY DEVELOPMENT PLAN
SPRINGHILL SUITES / FAIRFIELD SUITES
1065 East Chesterfield Parkway
Chesterfield, Missouri 63017

A TRACT OF LAND BEING NEW PARCEL A OF A RESUBDIVISION OF ADJUSTED LOT 3C OF A BOUNDARY ADJUSTMENT PLAT OF LOTS 3B AND 3C OF THE SUBDIVISION OF LOT OF HERMAN STEINME OFFICE PARK, PB 345 PG 482 OF THE ST LOUIS COUNTY RECORDS.

PRELIMINARY - NOT FOR CONSTRUCTION

DESCRIPTION							
ISSUE DATE							
JOB NO:		CV18-0409.00					
DRAWN BY:		GAS					
CHECKED BY:		TBS					
DATE:		04/09/2019					
SHEET NO. PRELIMINARY DEVELOPMENT PLAN							

02



NOTE: THIS SHEET IS FOR REFERENCE ONLY, TO SHOW
EXISTING IMPROVEMENTS WITHIN 150' OF SITE.

PRELIMINARY - NOT FOR CONSTRUCTION

PRELIMINARY DEVELOPMENT PLAN
SPRINGHILL SUITES / FAIRFIELD SUITES
1065 East Chesterfield Parkway
Chesterfield, Missouri 63017

A TRACT OF LAND BEING NEW PARCEL A OF A RESUBDIVISION OF ADJUSTED
LOT 3C OF A BOUNDARY ADJUSTMENT PLAT OF LOTS 3B AND 3C OF THE
SUBDIVISION OF LOT OF HERMAN STEINME OFFICE PARK, PB 345 PG 482 OF THE
ST LOUIS COUNTY RECORDS.

CHESTERFIELD VILLAGE
LODGING, LLC
1850 CRAIGSHIRE, SUITE 103
ST LOUIS, MO 63146

G&W
ENGINEERING
138 VILSON PARKWAY, SUITE 100
ST. LOUIS, MO 63103
WWW.GANDWENGINEERING.COM
MISSOURI STATE CERTIFICATE OF AUTHORITY # 200402

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specifications, estimates, reports or other documents or
instruments relating to or intended to be used for any part
of the engineering project.
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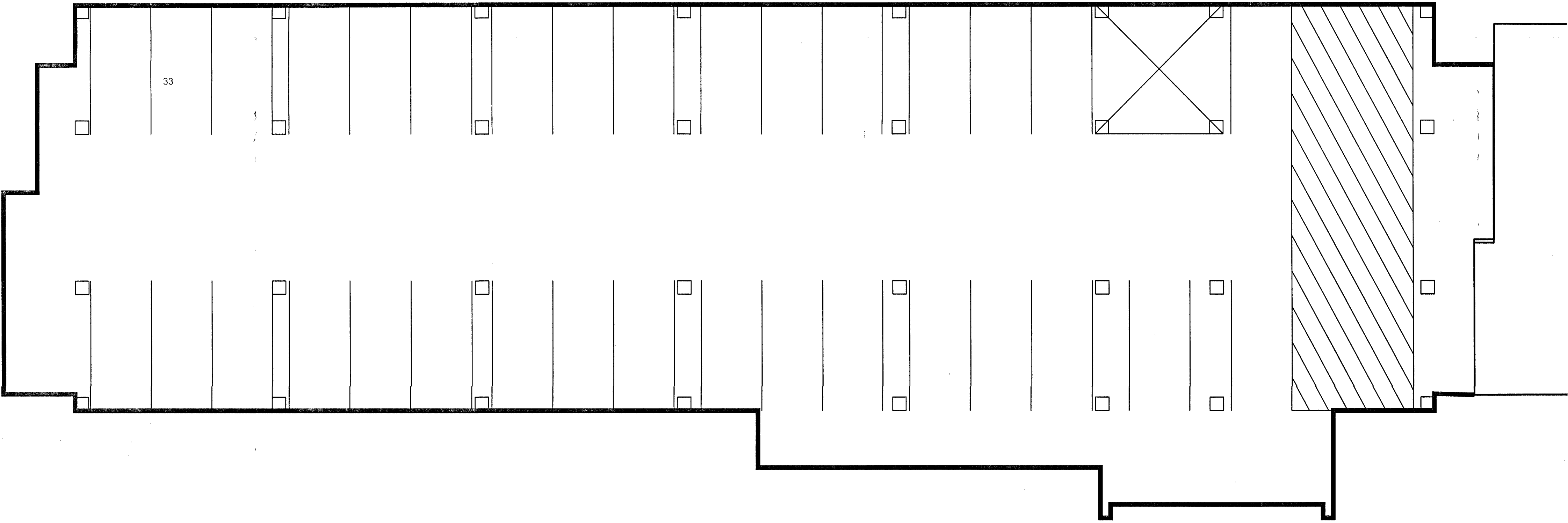
SEAL

JOB NO:	CV18-0409.00
DRAWN BY:	GAS
CHECKED BY:	TBS
DATE:	04/09/2019
SHEET NO.	PRELIMINARY DEVELOPMENT PLAN

03

Springhill Suites / Fairfield Suites

1065 East Chesterfield Parkway
St Louis, MO 63017



GARAGE PARKING PLAN (UNDER BUILDING)
SCALE: 1" = 10'

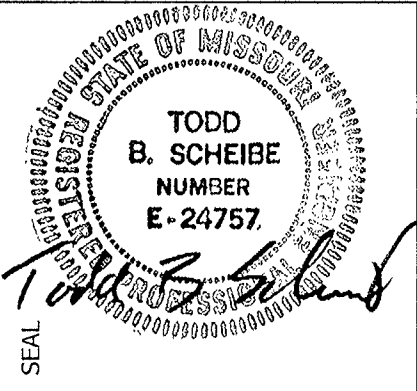
PRELIMINARY - NOT FOR CONSTRUCTION

PRELIMINARY DEVELOPMENT PLAN
SPRINGHILL SUITES / FAIRFIELD SUITES
1065 East Chesterfield Parkway
Chesterfield, Missouri 63017
A TRACT OF LAND BEING NEW PARCEL A OF A RESUBDIVISION OF ADJUSTED LOT 3C OF A BOUNDARY ADJUSTMENT PLAT OF LOTS 3B AND 3C OF THE SUBDIVISION OF LOT OF HERMAN STEMMER OFFICE PARK, PB 345 PG 482 OF THE ST LOUIS COUNTY RECORDS.

ISSUE DATE	DESCRIPTION
JOB NO: CV18-0409.00	
DRAWN BY: GAS	
CHECKED BY: TBS	
DATE: 04/09/2019	
SHEET NO. PRELIMINARY DEVELOPMENT PLAN	

04

CHESTERFIELD VILLAGE
LODGING, LLC
1850 CRAIGSHIRE, SUITE 103
ST LOUIS, MO 63146



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Memorandum

Department of Planning & Development Services



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning and Development Services

Date: May 20, 2019

RE: **P.Z. 02-2019 Highland on Conway (14880 Conway Road):** A request for a zoning map amendment from the “NU” Non-Urban District to the “R-4” Residence District for a 2.14 acre tract of land located on the south side of Conway Road at its intersection with Still House Creek Road (18R120324).

Summary

DK & JC, LLC has submitted a request for a zoning map amendment from the “NU” Non-Urban District to the “R-4” Residence (7,500 square feet) District for a 2.14 acre tract of land located on the south side of Conway Road at its intersection with Still House Creek Road. The Petitioner intends to develop the subject site into single-family dwellings.

As a conventional (versus planned) zoning district, the legislation for this request will neither include a preliminary plan nor an Attachment A. If the request is approved, the subject site will be required to adhere to the permitted uses and district regulations of the “R-4” Residence District as well as all other applicable code requirements.

A Public Hearing was held on March 25, 2019. At that time issues identified included exterior building materials, lot sizes and development density, landscape buffering and tree preservation, protection of an existing retaining wall west of the subject property, traffic at the potential intersection, and the potential for a stub street to the neighboring property to the east. These items were discussed and additional information provided at the vote meeting held on April 22, 2019. After this discussion, the Planning Commission recommended approval of this change of zoning by a vote of 5-2.

On May 9, 2019 the Planning and Public Works Committee met and discussed the petition. A motion to recommend approval to the “R-3” Residence (10,000 square feet) District was passed by a vote of 3-0 with Councilmember Flachsbart abstaining.

Attached to this report please find the draft legislation, green sheet, outboundary survey, and tree stand delineation.

Attachments: Legislation
Green Sheet
Outboundary Survey
Tree Stand Delineation



Figure 1: Subject Site Aerial

BILL NO. 3248

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF THE “NU” NON-URBAN DISTRICT TO AN “R-4” RESIDENCE DISTRICT FOR A 2.14 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF CONWAY ROAD AT ITS INTERSECTION WITH STILL HOUSE CREEK ROAD. [P.Z. 02-2019 HIGHLAND ON CONWAY, 14880 CONWAY ROAD (NU TO R-4) 18R120324].

WHEREAS, the petitioner, DK & JC, LLC has requested a change in zoning from the “NU” Non-Urban District to an “R-4” Residence District for a 2.14 acre tract of land located on the south side of Conway Road at its intersection with Still House Creek Road; and,

WHEREAS, a Public Hearing was held before the Planning Commission on March 25, 2019; and,

WHEREAS, the Planning Commission, having considered said request, recommended approval of the change of zoning by a vote of 5-2; and,

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of a change of zoning to the “R-3” Residence District by a vote of 3-0 with one abstention; and,

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

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

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing an “R-4” Residence District designation for a 2.14 acre tract of land located on the south side of Conway Road at its intersection with Still House Creek Road and as described as follows:

A tract of land being part of U.S. Surveys 366 and 370, Township 45 North, Range 4 East, St. Louis County, Missouri and being more particularly described as follows:

Beginning at the northwest corner of Lot 5 of “Highland on Conway Plat No.1”, a subdivision recorded in plat book 83 page 23 of the St. Louis County Records, said point being in the southern right of way line of Conway Road (width varies); thence along said southern right of way line north 58 degrees 34 minutes 52 seconds east, a distance of 240.00 feet to the northwest corner of property conveyed to James J. and Barbara S. Walsh, Trustees in the Walsh Living Trust in book 18414 page 3162 of said county records; thence along the western line of said Walsh Trust Property south 35 degrees 17 minutes 00 seconds west, a distance of 367.36 feet to a point in the northern line of Lot 9 of said Highland on Conway Plat No.1; thence along said north line of said Lot 9 north 69 degrees 12 minutes 00 seconds west, a distance of 247.31 feet to the southeast corner of “Conway on the Grove”, a subdivision recorded in plat book 351 pages 571-572 of said county records; thence along the eastern line of said Conway on the Grove and a prolongation thereof north 35 degrees 17 minutes 00 seconds east, a distance of 413.03 feet to the point of beginning containing 2.14 acres, more or less.

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

Section 3. The City Council, pursuant to the petition filed by DK & JC, LLC in P.Z. 02-2019, requesting the rezoning embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 25th day of March 2019, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this _____ day of _____, 2019

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 05/20/2019

GREENSHEET AMENDMENT

The Planning and Public Works Committee recommended approval of a change of zoning to the “R-3” Residence (10,000 square foot) District by a vote of 3-0 with one abstention:

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF THE “NU” NON-URBAN DISTRICT TO AN “R-3” RESIDENCE DISTRICT FOR A 2.14 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF CONWAY ROAD AT ITS INTERSECTION WITH STILL HOUSE CREEK ROAD. [P.Z. 02-2019 HIGHLAND ON CONWAY, 14880 CONWAY ROAD (NU TO R-4) 18R120324].

WHEREAS, the petitioner, DK & JC, LLC has requested a change in zoning from the “NU” Non-Urban District to an “R-4” Residence District for a 2.14 acre tract of land located on the south side of Conway Road at its intersection with Still House Creek Road; and,

WHEREAS, a Public Hearing was held before the Planning Commission on March 25, 2019; and,

WHEREAS, the Planning Commission, having considered said request, recommended approval of the change of zoning by a vote of 5-2; and,

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of a change of zoning to the “R-3” Residence District by a vote of 3-0 with one abstention; and,

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

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

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing an “R-3” Residence District designation for a 2.14 acre tract of land located on the south side of Conway Road at its intersection with Still House Creek Road and as described as follows:

A tract of land being part of U.S. Surveys 366 and 370, Township 45 North, Range 4 East, St. Louis County, Missouri and being more particularly described as follows: Beginning at the northwest corner of Lot 5 of "Highland on Conway Plat No.1", a subdivision recorded in plat book 83 page 23 of the St. Louis County Records, said point being in the southern right of way line of Conway Road (width varies); thence along said southern right of way line north 58 degrees 34 minutes 52 seconds east, a distance of 240.00 feet to the northwest corner of property conveyed to James J. and Barbara S. Walsh, Trustees in the Walsh Living Trust in book 18414 page 3162 of said county records; thence along the western line of said Walsh Trust Property south 35 degrees 17 minutes 00 seconds west, a distance of 367.36 feet to a point in the northern line of Lot 9 of said Highland on Conway Plat No.1; thence along said north line of said Lot 9 north 69 degrees 12 minutes 00 seconds west, a distance of 247.31 feet to the southeast corner of "Conway on the Grove", a subdivision recorded in plat book 351 pages 571-572 of said county records; thence along the eastern line of said Conway on the Grove and a prolongation thereof north 35 degrees 17 minutes 00 seconds east, a distance of 413.03 feet to the point of beginning containing 2.14 acres, more or less.

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

Section 3. The City Council, pursuant to the petition filed by DK & JC, LLC in P.Z. 02-2019, requesting the rezoning embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 25th day of March 2019, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this _____ day of _____, 2019

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 05/20/2019

BASIS OF BEARINGS:
P.B. 83, PG. 23

BOUNDARY AND IMPROVEMENT SURVEY PT LOT 5 OF HIGHLAND ON CONWAY PLAT NO. 1, A SUBDIVISION RECORDED IN PLAT BOOK 83 PAGE 23 ST LOUIS COUNTY, MISSOURI

SCHEDULE B SECTION II: ITEM 10: IS SHOWN HEREON

THIS IS TO CERTIFY THAT AT THE REQUEST OF DK & JC LLC / ALLIANCE TITLE GROUP, LLC / FIDELITY NATIONAL TITLE INSURANCE COMPANY AND PER TITLE COMMITMENT NUMBER 5400ATG, WE HAVE DURING THE MONTH OF November, 2018 EXECUTED A BOUNDARY AND IMPROVEMENT SURVEY ON PT LOT 5 OF HIGHLAND ON CONWAY PLAT NO. 1, A SUBDIVISION IN ST. LOUIS COUNTY, MO. THE RESULTS REFLECT THE CONDITIONS FOUND AT THE TIME OF THE SURVEY, ARE CORRECTLY SHOWN ABOVE AND CONFORM TO THE CURRENT STANDARDS FOR URBAN CLASS PROPERTY BOUNDARY SURVEYS AS ISSUED BY THE MISSOURI DEPARTMENT OF AGRICULTURE AND THE MISSOURI BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND PROFESSIONAL LANDSCAPE ARCHITECTS. THIS SURVEY WAS CONDUCTED UNDER THE IMMEDIATE PERSONAL SUPERVISION OF THE UNDERSIGNED REGISTERED LAND SURVEYOR. THE EASEMENTS, RESTRICTIONS, AND BUILDING LINES SHOWN ARE BASED ON RECORD PLAT INFORMATION OR ON INFORMATION SUPPLIED BY THE CLIENT. NO INVESTIGATION HAS BEEN MADE BY THD DESIGN GROUP AS TO THE PRESENT STATUS OF ANY EASEMENTS, RESTRICTIONS, OR BUILDING LINES, SHOWN OR NOT SHOWN, AFFECTING THE TRACT SURVEYED.

I, ERNEST P TURNER, A DULY REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF MISSOURI HEREBY STATE FOR AND ON BEHALF OF THD DESIGN GROUP TO DK & JC LLC / ALLIANCE TITLE GROUP, LLC / FIDELITY NATIONAL TITLE INSURANCE COMPANY, THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED BY ME OR UNDER MY RESPONSIBLE CHARGE ON November 21, 2018; THAT SAID SURVEY AND THE ATTACHED PRINT HEREON WERE EXECUTED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR BOUNDARY SURVEYS AND THAT THE SURVEY ACCURATELY REFLECTS ALL IMPROVEMENTS, INCLUDING FENCES, RECORDED EASEMENTS AND UNRECORDED VISIBLE EASEMENTS.

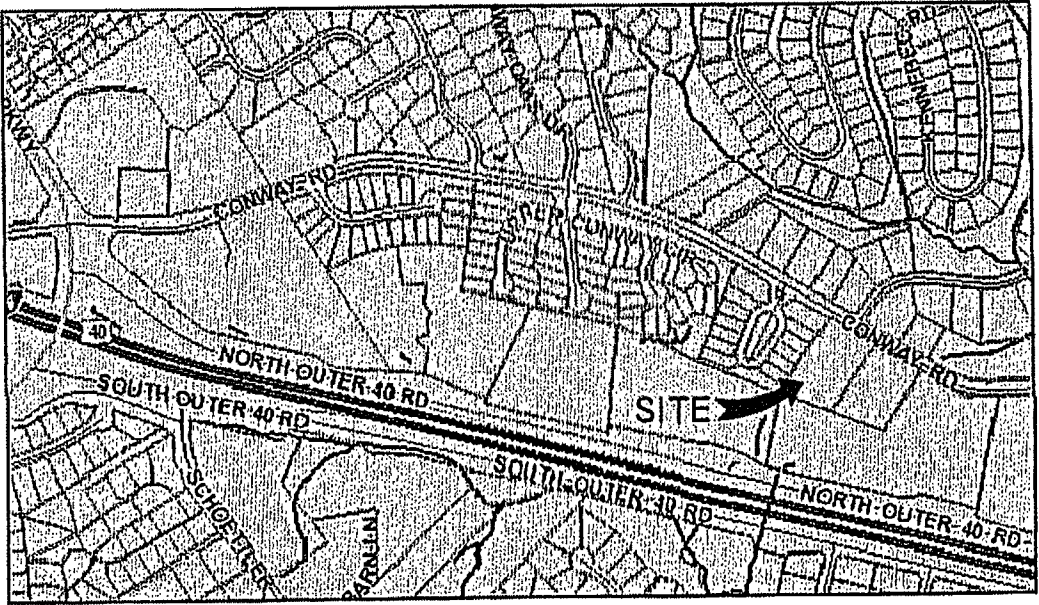
- NOTES:
1. THERE ARE NO ENCROACHMENTS ON THIS PROPERTY.
 2. FENCE OWNERSHIP (IF SHOWN) BASED ON CONSTRUCTION AND FIELD OBSERVATIONS.
 3. BUILDING LINES AND EASEMENTS SHOWN PER ABOVE MENTIONED RECORD PLAT.

THE LAND IS DESCRIBED AS FOLLOWS PER TITLE COMMITMENT:

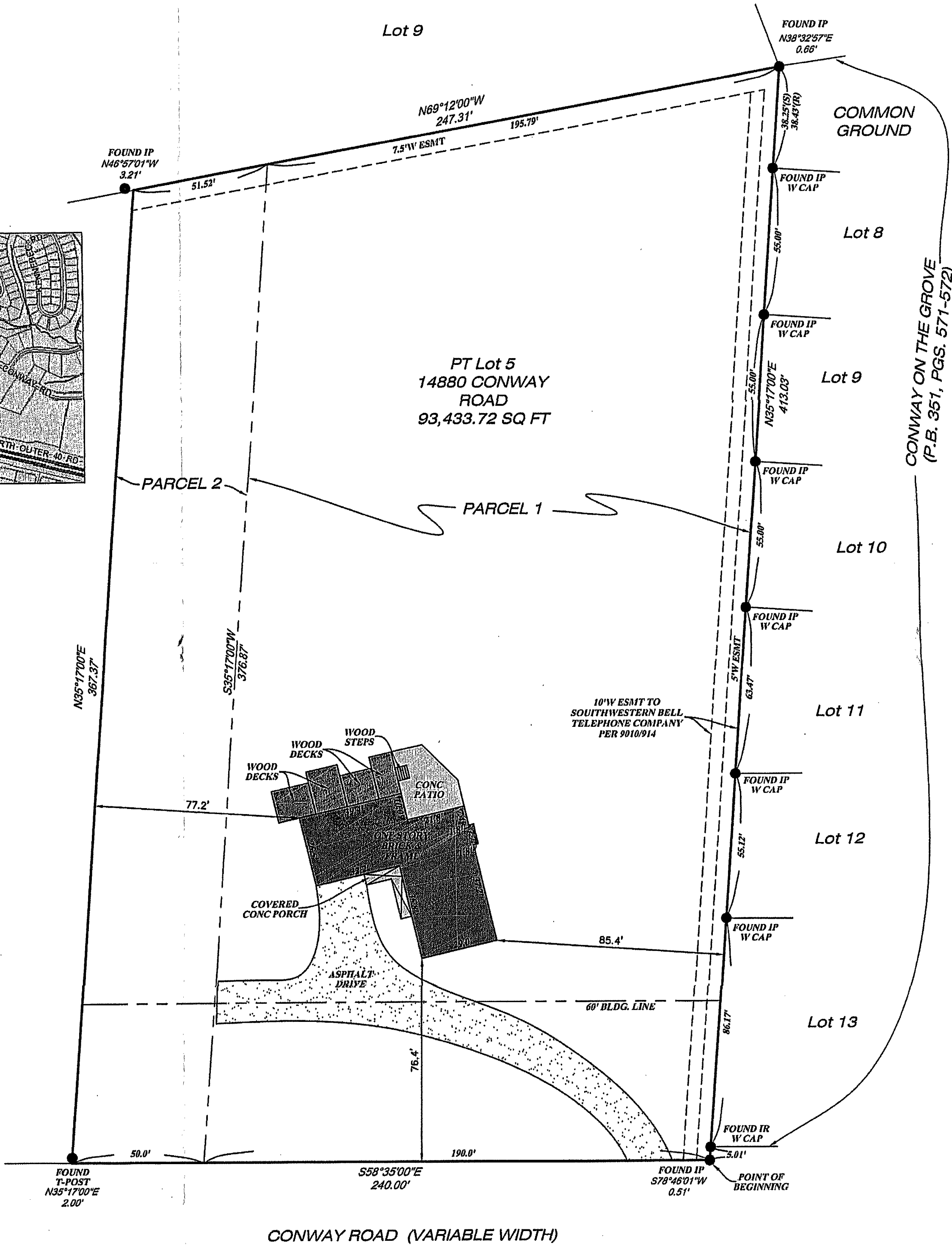
PARCEL NO. 1: THE WESTERN PART OF LOT 5 OF HIGHLAND ON CONWAY PLAT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 83 PAGE 23 OF THE ST. LOUIS COUNTY RECORDS AND DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERN CORNER OF SAID LOT 5, THENCE SOUTH 58 DEGREES 35 MINUTES EAST ALONG THE SOUTHWEST LINE OF CONWAY ROAD 190 FEET TO A POINT; THENCE SOUTH 35 DEGREES 17 MINUTES WEST 376.87 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT; THENCE NORTH 69 DEGREES 12 MINUTES WEST ALONG SAID SOUTH LINE 195.79 FEET TO THE SOUTHWEST CORNER OF SAID LOT AND THENCE NORTH 35 DEGREES 17 MINUTES EAST ALONG THE WEST LINE 413.03 FEET TO THE POINT OF BEGINNING ACCORDING TO SURVEY MADE BY ELBRING SURVEYING COMPANY DURING NOVEMBER, 1960.

PARCEL NO. 2: PART OF LOT NO. 5 OF HIGHLAND ON CONWAY PLAT NO. 1, A SUBDIVISION IN US SURVEYS 366 AND 370 IN TOWNSHIP 45 NORTH RANGE 4 EAST, ST. LOUIS COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 83 PAGE 23 OF THE ST. LOUIS COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT IN THE SOUTH LINE OF CONWAY ROAD, SAID POINT BEING 240 FEET FROM THE NORTHWEST CORNER OF LOT 5, THENCE ALONG THE SOUTH LINE OF CONWAY ROAD NORTH 58 DEGREES 35 MINUTES WEST 50 FEET TO A POINT, THENCE ALONG THE EAST LINE OF PROPERTY OF SIDNEY B. WILSON SOUTH 35 DEGREES 17 MINUTES WEST 376.87 FEET TO THE SOUTH LINE OF SAID LOT 5, THENCE ALONG SAID SOUTH LINE, SOUTH 69 DEGREES 12 MINUTES EAST 50 FEET, MORE OR LESS, TO A POINT, AND THENCE NORTH 35 DEGREES 17 MINUTES EAST TO THE POINT OF BEGINNING.

LOCATION MAP



PT Lot 5



NO. 18-2736
DATE: 11/21/18
DRAWN BY: CMS
CREW: DK / SN

THD DESIGN GROUP, INC.
"your solution for engineering and surveying"
148 CHESTERFIELD INDUSTRIAL BLVD, STE E, CHESTERFIELD, MO 63005
TEL: 636-394-3972
WEB: THDDSGROUP.COM
CORPORATE CERTIFICATE OF AUTHORITY # 2011004412

BOUNDARY AND IMPROVEMENT SURVEY
PT LOT 5 OF HIGHLAND ON CONWAY
PLAT NO. 1,
A SUBDIVISION RECORDED IN
PLAT BOOK 83 PAGE 23
ST LOUIS COUNTY, MISSOURI

ERNEST P. TURNER
MISSOURI P.L.S. #1610
THD DESIGN GROUP, INC.

SCALE: 1" = 30'

1 OF 1

Memorandum

Department of Planning & Development Services



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning and Development Services

Date: May 20, 2019

RE: **P.Z. 06-2019 17627 & 17659 N. Outer 40 Road (Andrew Brown):** A request for a zoning map amendment from the “FPM3” Flood Plain Planned Industrial District to the “AG” Agricultural District for a 153 acre tract of land located on the north side of North Outer 40 Road (16U110023, 16V320067).

Summary

Andrew Brown is seeking a zoning map amendment from the “FPM3” Flood Plain Planned Industrial District to the “AG” Agricultural District for two parcels totaling 153 acres and located on the north side of the Monarch Chesterfield Levee.

As a conventional (versus planned) zoning district, the legislation for this request will neither include a preliminary plan nor an Attachment A. If the request is approved, the subject site will be required to adhere to the permitted uses and district regulations of the “AG” Agricultural District as well as all other applicable code requirements.

A Public Hearing was held on April 22, 2019, at which time the Planning Commission passed a motion recommending approval by a vote of 7-0.

On May 9, 2019 the Planning and Public Works Committee met and discussed the petition. A motion to recommend approval was passed by a vote of 4-0.

Attached to this report please find the draft legislation and outboundary survey.

Attachments: Legislation
Outboundary Survey



Figure 1: Subject Site Aerial

BILL NO. 3249 _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF THE “FPM3” FLOOD PLAIN PLANNED INDUSTRIAL DISTRICT TO THE “AG” AGRICULTURAL DISTRICT FOR A 153 ACRE TRACT OF LAND LOCATED ON THE NORTH SIDE OF NORTH OUTER 40 ROAD. [P.Z. 06-2019 17627 & 17659 N. OUTER 40 ROAD, ANDREW BROWN (FPM3 TO AG) 16U110023, 16V320067].

WHEREAS, the petitioner, Andrew Brown, has requested a change in zoning from the “FPM3” Flood Plain Planned Industrial District to the “AG” Agricultural District for a 153 acre tract of land located on the north side of North Outer 40 Road; and,

WHEREAS, a Public Hearing was held before the Planning Commission on April 22, 2019; and,

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

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

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

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

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing an “AG” Agricultural District designation for a 153 acre tract of land located on the north side of North Outer 40 Road and as described as follows:

A tract of land being part of Lots 2 and 3 of Damian Kroenung Estate, and part of U.S. Surveys 126 and 1010, Township 45 North – Ranges 3 and 4 East, St. Louis County, Missouri and being more particularly described as follows:

Beginning at a point in the West line of property described in deed to the City of Chesterfield, Missouri, recorded in Book 17745 page 5575 of the St. Louis County Records, said point being distance North 01 degrees 20 minutes 26 seconds East 382.41 feet from the intersection of said West line with the North line of Missouri Interstate Highway 64, varying width, as described in Book 6343 page 824 of the St. Louis County Records; thence Westwardly, leaving said West line, along a curve to the left whose radius point bears South 13 degrees 25 minutes 43 seconds West 1500.00 feet from the last mentioned point, a distance of 99.84 feet to a point; thence North 80 degrees 23 minutes 06 seconds West 549.06 feet to a point; thence along a curve to the left whose radius point bears South 09 degrees 36 minutes 54 seconds West 3000.00 feet from the last mentioned point, a distance of 365.07 feet to a point; thence North 87 degrees 21 minutes 26 seconds West 524.85 feet to a point; thence North 88 degrees 21 minutes 03 seconds West 116.56 feet to a point; thence along a curve to the right whose radius point bears North 01 degrees 38 minutes 57 seconds East 910.00 feet from the last mentioned point, a distance of 305.65 feet to a point; thence North 69 degrees 06 minutes 22 seconds West 79.77 feet to a point; thence North 67 degrees 40 minutes 02 seconds West 139.36 feet to a point; thence along a curve to the right whose radius point bears North 22 degrees 19 minutes 58 seconds East 3050.00 feet from the last mentioned point, a distance of 337.29 feet the East line of property described in deed to Brownstone Properties L.L.C. as recorded in Book 20758 page 3332 of the St. Louis County Records; thence Northwardly along said East line North 06 degrees 51 minutes 07 seconds West 2197.48 feet to the edge of water of the Missouri River as located by Volz Inc. on August 31, 2016; thence Eastwardly along the meanders of said edge of water of the Missouri the following courses and distances; North 76 degrees 57 minutes 24 seconds East 45.04 feet, South 83 degrees 50 minutes 05 seconds East 214.87 feet, North 86 degrees 58 minutes 36 seconds East 258.05 feet, South 89 degrees 23 minutes 05 seconds East 303.04 feet, North 79 degrees 04 minutes 00 seconds East 201.57 feet, North 48 degrees 28 minutes 21 seconds East 170.10 feet, North 84 degrees 12 minutes 02 seconds East 118.66 feet, South 82 degrees 52 minutes 14 seconds East 269.38 feet, North 87 degrees 34 minutes 35 seconds East 247.62 feet, South 88 degrees 56 minutes 12 seconds East 529.93 feet, North 83 degrees 59 minutes

23 seconds East 319.21 feet and North 86 degrees 18 minutes 29 seconds East 153.70 feet to the aforementioned West line of the City of Chesterfield, Missouri property; thence Southwardly along said West line South 01 degrees 20 minutes 26 seconds West 2817.68 feet to the point of beginning and containing 153.018 acres according to survey by Volz Inc. during September 2016.

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

Section 3. The City Council, pursuant to the petition filed by Andrew Brown in P.Z. 06-2019, requesting the rezoning embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 22nd day of April 2019, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this _____ day of _____, 2019

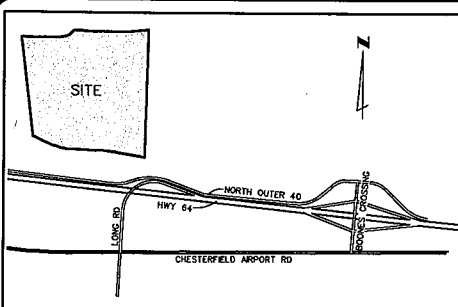
PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

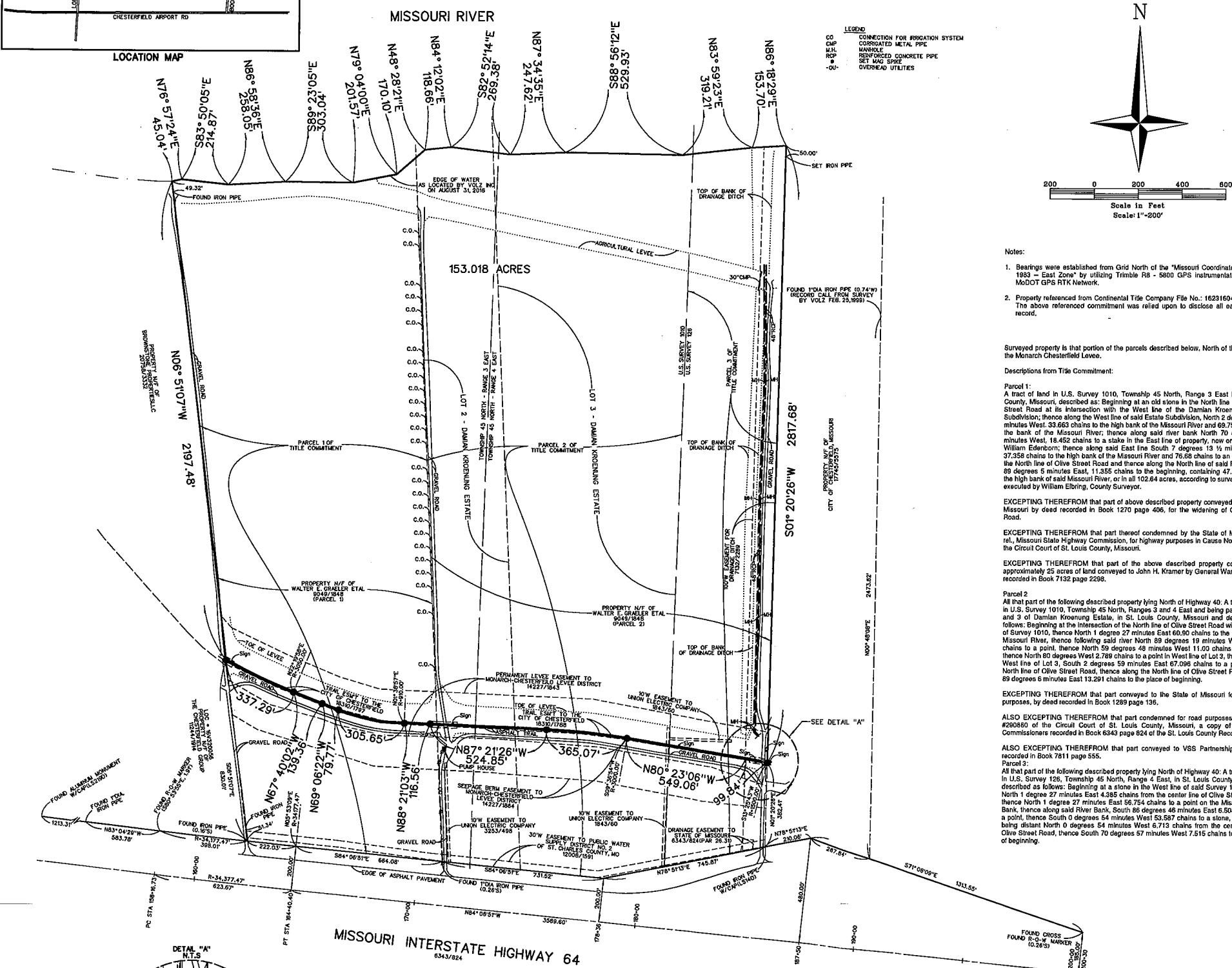
Vickie Hass, CITY CLERK

FIRST READING HELD: 05/20/2019



ALTA/NSPS LAND TITLE SURVEY
A TRACT OF LAND BEING
PART OF LOTS 2 AND 3 OF DAMIAN KROENUNG ESTATE
AND PART OF U.S. SURVEYS 126 AND 1010
TOWNSHIP 45 NORTH - RANGES 3 AND 4 EAST
ST. LOUIS COUNTY, MISSOURI

RECEIVED
MAR - 7 2019
City of Chesterfield
Department of Public Services



- Notes:
- Bearings were established from Grid North of the "Missouri Coordinate System of 1983 - East Zone" by utilizing Trimble R8 - 5800 GPS instrumentation and the MoDOT GPS RTK Network.
 - Property referenced from Continental Title Company File No.: 16231604/Revision 1. The above referenced commitment was relied upon to disclose all easements of record.

Surveyed property is that portion of the parcels described below, North of the center of the Monarch Chesterfield Levee.

Descriptions from Title Commitment:

Parcel 1:
A tract of land in U.S. Survey 1010, Township 45 North, Range 3 East in St. Louis County, Missouri, described as: Beginning at an old stone in the North line of the Olive Street Road at its intersection with the West line of the Damian Kroenung Estate Subdivision; thence along the West line of said Estate Subdivision, North 2 degrees, 59 minutes West 33.653 chains to the high bank of the Missouri River and 69.758 chains to the bank of the Missouri River; thence along said river bank North 70 degrees, 16 minutes West, 18.452 chains to a stake in the East line of property, now or formerly of William Ederborn; thence along said East line South 7 degrees, 13 minutes East, 37.358 chains to the high bank of the Missouri River and 76.68 chains to an old stone in the North line of Olive Street Road and thence along the North line of said Road, North 89 degrees, 5 minutes East, 11.355 chains to the beginning, containing 47.04 acres to the high bank of said Missouri River, or in all 102.64 acres, according to survey thereof executed by William Eltring, County Surveyor.

EXCEPTING THEREFROM that part of above described property conveyed to State of Missouri by deed recorded in Book 1270 page 406, for the widening of Olive Street Road.

EXCEPTING THEREFROM that part thereof condemned by the State of Missouri, ex rel., Missouri State Highway Commission, for highway purposes in Cause No. 290860 of the Circuit Court of St. Louis County, Missouri.

EXCEPTING THEREFROM that part of the above described property consisting of approximately 25 acres of land conveyed to John H. Kramer by General Warranty Deed recorded in Book 7132 page 2298.

Parcel 2:
All that part of the following described property lying North of Highway 40: A tract of land in U.S. Survey 1010, Township 45 North, Range 3 and 4 East and being part of Lots 2 and 3 of Damian Kroenung Estate, in St. Louis County, Missouri and described as follows: Beginning at the intersection of the North line of Olive Street Road with East line of Survey 1010, thence North 1 degree 27 minutes East 60.50 chains to the bank of the Missouri River, thence following said river North 89 degrees 19 minutes West, 6.054 chains to a point, thence North 59 degrees 48 minutes West 11.00 chains to a point, thence North 80 degrees West 2.789 chains to a point in West line of Lot 3, thence along West line of Lot 3, South 2 degrees 59 minutes East 67.098 chains to a point in the North line of Olive Street Road, thence along the North line of Olive Street Road, North 89 degrees 5 minutes East 13.291 chains to the place of beginning.

EXCEPTING THEREFROM that part conveyed to the State of Missouri for Highway purposes, by deed recorded in Book 1289 page 136.

ALSO EXCEPTING THEREFROM that part condemned for road purposes by Cause #290860 of the Circuit Court of St. Louis County, Missouri, a copy of Report of Commissioners recorded in Book 6343 page 824 of the St. Louis County Records.

ALSO EXCEPTING THEREFROM that part conveyed to VSS Partnership, by deed recorded in Book 7811 page 555.

Parcel 3:
All that part of the following described property lying North of Highway 40: A tract of land in U.S. Survey 126, Township 45 North, Range 4 East, in St. Louis County, Missouri, described as follows: Beginning at a stone in the West line of said Survey 126, distant North 1 degree 27 minutes East 4.085 chains from the center line of Olive Street Road, thence North 1 degree 27 minutes East 56.754 chains to a point on the Missouri River Bank, thence along said River Bank, South 88 degrees 48 minutes East 6.508 chains to a point, thence South 0 degrees 54 minutes West 53.587 chains to a stone, said stone being distant North 0 degrees 54 minutes West 6.715 chains from the center line of Olive Street Road, thence South 70 degrees 57 minutes West 7.515 chains to the place of beginning.

Description of Surveyed Property
Property description is of that part of parcels in the title commitment North of the center of the Monarch Chesterfield Levee:

A tract of land being part of Lots 2 and 3 of Damian Kroenung Estate, and part of U.S. Surveys 126 and 1010, Township 45 North - Ranges 3 and 4 East, St. Louis County, Missouri and being more particularly described as follows:

Beginning at a point in the West line of property described in deed to the City of Chesterfield, Missouri, recorded in Book 17745 page 5575 of the St. Louis County Records, said point being distance North 01 degrees 20 minutes 26 seconds East 382.41 feet from the intersection of said West line with the North line of Missouri Interstate Highway 64, varying width, as described in Book 6343 page 824 of the St. Louis County Records; thence Westwardly, leaving said West line, along a curve to the left whose radius point bears South 13 degrees 25 minutes 43 seconds West 1500.00 feet from the last mentioned point, a distance of 89.84 feet to a point; thence North 80 degrees 23 minutes 06 seconds West 549.06 feet to a point; thence along a curve to the left whose radius point bears South 09 degrees 36 minutes 54 seconds West 3000.00 feet from the last mentioned point, a distance of 350.07 feet to a point; thence North 87 degrees 21 minutes 26 seconds West 524.85 feet to a point; thence North 88 degrees 21 minutes 03 seconds West 119.58 feet to a point; thence along a curve to the right whose radius point bears North 01 degrees 38 minutes 57 seconds East 910.00 feet from the last mentioned point, a distance of 305.65 feet to a point; thence North 69 degrees 06 minutes 22 seconds West 79.77 feet to a point; thence North 67 degrees 40 minutes 02 seconds West 139.36 feet to a point; thence along a curve to the right whose radius point bears North 22 degrees 19 minutes 58 seconds East 3050.00 feet from the last mentioned point, a distance of 337.29 feet East line of property described in deed to Brownstone Properties L.L.C. as recorded in Book 20758 page 3332 of the St. Louis County Records; thence Northwardly along said East line North 05 degrees 51 minutes 07 seconds West 2187.48 feet to the edge of water of the Missouri River as located by Volz Inc. on August 31, 2016; thence Eastwardly along the meanders of said edge of water of the Missouri River the following courses and distances; North 76 degrees 57 minutes 54 seconds East 45.04 feet, South 83 degrees 50 minutes 05 seconds East 214.87 feet, North 86 degrees 58 minutes 35 seconds East 258.05 feet, South 89 degrees 23 minutes 05 seconds East 303.04 feet, North 79 degrees 04 minutes 00 seconds East 201.57 feet, North 48 degrees 28 minutes 21 seconds East 170.10 feet, North 84 degrees 12 minutes 02 seconds East 118.86 feet, South 82 degrees 52 minutes 14 seconds East 269.38 feet, North 87 degrees 34 minutes 35 seconds East 247.62 feet, South 88 degrees 56 minutes 12 seconds East 528.93 feet, North 83 degrees 59 minutes 23 seconds East 319.21 feet and North 86 degrees 18 minutes 29 seconds East 153.70 feet to the aforementioned West line of the City of Chesterfield, Missouri property; thence Southwardly along said West line South 01 degrees 20 minutes 26 seconds West 2817.68 feet the point of beginning and containing 153.018 Acres according to survey by Volz Inc. during September 2016.

Continental Title Company
File No.: 16231604/Revision 1
effectively dated June 14, 2016
Schedule B Section II
[Note: Surveyor's Comments in Parentheses]

- Hiking, Biking and Walking Trail Easement granted to City of Chesterfield, as more fully set forth in the instrument recorded in Book 18310 at Page 1788 and Book 18310 page 1797. (Shown)
- Easement granted to Monarch Chesterfield Levee District, as more fully set forth in the instrument recorded in Book 14227 at Pages 1843 and 1854. (Shown)
- Consent of Lender and Subordination to Permanent Levee Easement Deeds executed by Kenneth H. Graeler and Gaye S. Graeler, husband and wife and recorded September 16, 2013 in Book 20676 page 1342.
- Easement granted to Public Water Supply District No. 2 of St. Charles County, as more fully set forth in the Report of Commissioners in Cause No. 1998CC-2709 recorded in Book 12008 at Page 1591. (Easement does not plot on surveyed property, shown)
- Easement for Water Pipe granted to St. Louis County Water Company, as more fully set forth in the instrument recorded in Book 6509 at Page 942. (Easement does not plot on surveyed property, not shown)
- Terms and provisions of the Agreement for use and maintenance of drainage ditch recorded in Book 7231 at Page 2283. (Per legal descriptions contained therein, property subject to terms and provisions. Shown)
- Relinquishment of right of direct access to State Highway Route 407R together with the right to construct and maintain a drainage ditch or structure, according to the Report of Commissioners recorded in Book 6343 page 824. (No direct access to State Route 407R, except there is reserved the usual right of direct access between abutting land and outer roadway.)
- Easement granted to Union Electric Company of Missouri, as more fully set forth in the instrument recorded in Book 3235 at Page 458. (Does not plot on surveyed property, shown)
- Easement granted to Union Electric Company of Missouri, as more fully set forth in the instrument recorded in Book 1843 at Page 60. (Affects Parcel 3) (Property is subject to said document, shown)

To: Brownstone Properties, L.L.C.
Continental Title Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 4, 7(a), 8, 9, and 13 of Table "A" thereof. The fieldwork was completed on August 31, 2016. This survey was also executed in compliance with the current Missouri Minimum Standards for Property Boundary Surveys adopted by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Landscape Architects and The Missouri Department of Natural Resources and meets the accuracy requirements set forth for Urban Property.

Eric J. Kirby, P.L.S.
Professional Land Surveyor
Mo. P.L.S.# 2005000074
ekirby@volzinc.com
Date: SEPTEMBER 6, 2016



VOLZ
Incorporated
10849 Indian Head Ind'l. Blvd.
St. Louis, Missouri 63132
314.426.8212 main - 314.850.1250 fax
WWW.VOLZINC.COM

MISSOURI CORPORATE CERTIFICATES OF AUTHORITY:
NO. 19 EXPIRES: DECEMBER 31, 2017 - LAND SURVEYING
NO. 203 EXPIRES: DECEMBER 31, 2017 - ENGINEERING

McGeisel 2019-4-4

Memorandum

Department of Public Works



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

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

DATE: April 4, 2019

RE: City of Chesterfield Fair Housing Act

For some time the City of Chesterfield has been making a concerted effort to ensure that all of its policies and ordinances are in compliance with Missouri law. It has recently come to my attention that the City's Fair Housing Ordinance (Ordinance 863, attached) requires modifications in order to comply with Chapter 23 of the Missouri Statutes. Specifically, the City of Chesterfield Fair Housing Ordinance (via reference to Ordinance 131, attached) establishes the City of Chesterfield Human Rights Commission (Commission). The Commission was created, in part, to receive and investigate complaints involving housing discrimination. However, a local commission (such as the City of Chesterfield Human Rights Commission) cannot perform such a task unless the local commission is certified by the Missouri Commission on Human Rights. Additionally, any such local commission must have been established prior to August 13, 1986. The City of Chesterfield's Human Rights Commission has never been certified, and, in fact, cannot be certified since it was established on July 18, 1988. Instead, assertions of housing discrimination should be made to the Missouri Commission of Human Rights, which was established for this purpose. For informational purposes, there are only two certified Human Rights Commissions in the State of Missouri aside from the Missouri Commission on Human Rights; the Kansas City Human Rights Commission and the St. Louis Civil Rights Enforcement Agency.

In order to correct the problem with the City's Fair Housing Ordinance, I have drafted the attached ordinance, with the assistance of the City Attorney. The most substantive change in the draft ordinance is the modification of existing Section 9-24, and the repeal of Section 9-25 of the City of Chesterfield Municipal Code. These sections delineate the Powers and Duties of the Commission, and the Proceedings before the Commission. These two sections have been replaced with a new Section 9-24, which stipulates that complaints regarding housing discrimination must be filed with the Missouri Commission on Human Rights. In addition, the following minor changes are recommended:

- Section 9-19. Delete the definition of “Investigator” since all investigations will be completed by the Missouri Commission on Human Rights.
- Section 9-19. Add “Missouri” to the definition of Commission, clarifying that the Commission is the Missouri Commission on Human Rights.
- Section 9-20(b)(3). Add language which clarifies the exemptions that are allowed for senior housing.
- Section 9-26. Repeal section covering “Private Remedies”, as the City cannot create a private course of action via municipal ordinance. Instead, someone filing a complaint is referred to the Missouri Commission on Human rights.
- Section 9-27. Repeal section covering “Penalties”, as ordinance violations are already covered in Section 1-8 “General Penalties”.

The proposed changes will have minimal impact to the City of Chesterfield. The City of Chesterfield Human Rights Commission has met very few times in the history of the City. Additionally, the City will still be able to participate in the Community Development Block Grant Program because we maintain a Fair Housing Ordinance, and that ordinance contains a mechanism for enforcement (the Missouri Commission on Human Rights).

Should you have questions regarding the proposed modifications to the City’s Fair Housing Ordinance, please contact me. Otherwise, I recommend approval of the attached ordinance to ensure claims of discrimination are handled appropriately, and in compliance with Missouri law.

Action Recommended

This matter should be forwarded to the Planning and Public Works Committee for consideration. Should the PPW Committee vote in favor of the Staff recommendation, it should vote to forward the attached ordinance to the full City Council.

cc: Chris Graville, City Attorney

BILL NO. 3250

ORDINANCE NO.

AN ORDINANCE REVISING CHAPTER 9, ARTICLE II OF THE CITY OF CHESTERFIELD MUNICIPAL CODE RELATED TO FAIR HOUSING IN THE CITY OF CHESTERFIELD.

WHEREAS, the City of Chesterfield seeks to secure to all persons living and/or working, or desiring to live and/or work in the City of Chesterfield, an equal opportunity to view, purchase, lease, rent, or occupy real estate without discrimination based on race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status, or national origin; and

WHEREAS, the City of Chesterfield strives to ensure that its Fair Housing Ordinance is current and consistent with federal and state law; and

WHEREAS, pursuant to the Missouri Human Rights Act, the Missouri Human Rights Commission has jurisdiction to receive, investigate, initiate and pass upon complaints alleging discrimination in housing;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST LOUIS COUNTY, MISSOURI, THAT CHAPTER 9, ARTICLE II, OF THE CHESTERFIELD MUNICIPAL CODE, IS MODIFIED AS FOLLOWS:

Section 9-19. Definitions:

Delete the definition of Investigator and add "Missouri" to the definition of Commission, as follows:

~~INVESTIGATOR – An employee of the City or the Commission, designated by the City Administrator, with the approval of the Commission.~~

COMMISSION - The Missouri Commission on Human Rights.

Section 9-20 Discrimination Prohibited:

Repeal Section 9-20(b)(3) in its entirety and replace with the following:

(b) Exemptions. This article shall not:

(3) Prohibit the operation of: 1) Housing with at least one person who is 55 years of age or older in at least 80 percent of the occupied units, and adheres to a policy that demonstrates intent to house persons who are 55 years of age or older; 2) Housing which is intended for, and solely occupied by, persons 62 years of age or older; 3) Housing specifically designed and operated to assist elderly persons, as defined in a state or federal program.

Section 9-24 Powers and Duties of Commission:

Repeal section 9-24 in its entirety and replace with the following:

Section 9-24. Filing a Complaint. Pursuant to the Missouri Human Rights Act, Missouri Revised Statute 213.010 – 213.137, the Missouri Commission on Human Rights has jurisdiction to receive, investigate, initiate and pass upon complaints alleging discrimination in housing. Any complaint alleging a violation of this Article shall be filed in strict compliance with the Missouri Human Rights Act, Missouri Revised Statute 213.010 – 213.137.

Section 9-25 Proceedings Before Commission:

Repeal Section 9-25 in its entirety.

Section 9-26 Private Remedies:

Repeal Section 9-26 in its entirety.

Section 9-27 Penalty

Repeal Section 9-27 in its entirety

This Ordinance shall be in full force and effect after its passage and approval by the City of Chesterfield City Council.

Passed and approved this _____ day of _____, 2019

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 05/20/2019

City of Chesterfield, MO
Friday, March 8, 2019

Chapter 9. Discrimination

Cross reference — Municipal court, Ch. **19**.

State law reference — Human rights, RSMo. Ch. 213.

Article I. In General

Sec. 9-1. through Sec. 9-15. (Reserved)

Article II. Fair Housing Code

[1] *Editor's Note: Ord. No. 863, § 1, adopted December 20, 1993, repealed Art. II, §§ 9-16 — 9-27, which pertained to the fair housing code. Sections 2 — 13 enacted new provisions designated by the editor as new Art. II, §§ 9-16 — 9-27, to read as herein set out. See the Code Comparative Table.*

Cross references — Buildings and building regulations, Ch. 7; unified development, Ch. 31.

Sec. 9-16. Short title.

[Ord. No. 863, § 2, 12-20-1993]

This article shall be known and may be cited as the "Fair Housing Ordinance of the City of Chesterfield".

Sec. 9-17. Purpose and declaration of policy.

[Ord. No. 863, § 3, 12-20-1993]

It is hereby declared to be the policy of the City and the purpose of this article, in the exercise of its police and regulatory powers for the protection of the public safety, for the health, morals, safety and welfare of the persons in and residing in the City, and for the maintenance and promotion of commerce, industry, and good government in the City, and to promote and protect fair housing opportunities throughout the City and to acknowledge the value of diversity within our community, to secure to all persons living and/or working, or desiring to live and/or work in the City of Chesterfield, an equal opportunity to view, purchase, lease, rent or occupy real estate without discrimination based on race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status or national origin.

Sec. 9-18. Severability.

[Ord. No. 863, § 4, 12-20-1993]

If any provision of this article or the application thereof to any person or circumstances is held invalid, the remainder of this article and the application of the provision to other persons not similarly situated or to other circumstances shall not be affected thereby.

Sec. 9-19. Definitions.

[Ord. No. 863, § 5, 12-20-1993]

For the purpose of this article:

INVESTIGATOR

An employee of the City or the Commission, designated by the City Administrator, with the approval of the Commission.

AGE CLASSIFICATION

Includes any person eighteen (18) years of age or older.

CHILD

Any person under the age of eighteen (18) who is a member of a family.

COMMISSION

The Commission on Human Rights.

DISCRIMINATION OR DISCRIMINATE

To make distinction in treatment of any person because of race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status or national origin.

DWELLING UNIT

A room or group of rooms designed for occupancy by one family with eating, sleeping and living facilities or lodging rooms.

LEASE OR LEASING

Includes and means rent, renting, assignment, sublease and subletting.

LENDING INSTITUTION

Any bank, insurance company, savings and loan association, other person in the business of lending money or guaranteeing loans, any person in the business of obtaining, arranging, or negotiating loans or guarantees as agent or broker, and any person in the business of buying or selling loans or instruments for the payment of money which are secured by title to or a security interest in real estate.

MANAGER

A person who as owner or agent of the owner or owners has the principal responsibility for the management of five (5) or more dwelling units for rent within the City and performs or employs others to perform the services associated with the letting and maintenance of said rental units.

OWNER

Any person who holds legal or equitable title to, or owns any beneficial interest in, any real property or who holds legal or equitable title to shares of, or holds any beneficial interest in, any real estate cooperative which owns any real property or any person who is acting as the agent, manager or employee of the owner.

PERSON

Includes one or more individuals, corporations, partnerships, associations, legal representatives, mutual companies, unincorporated organizations, trusts, trustees, trustees in bankruptcy, receivers and fiduciaries.

PURCHASE

Includes any contract to purchase.

REAL ESTATE BROKER

Any person licensed as a real estate broker in accordance with the provisions of Chapter 339 RSMo. or required thereby to be so licensed.

REAL ESTATE TRANSACTION

The purchase, sale, exchange or lease of any real property and an option to do any of the foregoing.

REAL PROPERTY

Any real estate improved or unimproved, within the City limits, including rooming units.

SALE

Includes any contract to sell, exchange or to convey, transfer or assign legal or equitable title to or a beneficial interest in real property.

STEERING

To encourage or discourage the sale or rental of real property because of the race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status or national origin of persons in the neighborhood in which the property is located. This shall include but is not limited to directing persons into or away from areas because of race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status or national origin of persons in the area or purported to be moving into the area.

Sec. 9-20. Discrimination prohibited.

[Ord. No. 863, § 6, 12-20-1993]

- (a) No person, including but not limited to, any owner, manager, lessee or sublessee of real property, real estate broker, lender, financial institution, advertiser, real estate appraiser, or agent of any of the foregoing, shall discriminate against any other person (or discriminate against such person because of the race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status) in regard to the sale or rental of or dealings concerning real property. Any such discrimination shall be unlawful. Without limiting the foregoing, it shall also be unlawful discrimination for any person to:
- (1) *Policies and publicity.* Advertise, publish, display or circulate or cause to be published, displayed, advertised or circulated, either in writing or orally, any notice, statement, communication, sign or advertisement, or to announce a policy, or to use any form of application for the purchase, lease, rental, or financing of real property, or to make any record or inquiry in connection with the prospective purchase, rental

or lease of real property, which expresses directly or indirectly any discrimination, or any intent to discriminate.

- (2) *Discriminate in lending.* Discriminate or to participate in discrimination in connection with borrowing or lending money, guaranteeing loans, accepting mortgages, or otherwise obtaining or making available funds for the purchase, acquisition, construction, rehabilitation, repairs or maintenance of any real property in the City.
- (3) *Inducing sales.* Distribute or cause to be distributed written material or statements designed to induce any person to sell or lease real property because of the alleged or actual or because of any present or prospective change in the race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status or national origin of persons in the City or neighborhood.
- (4) *Misrepresentation.* Make any misrepresentations concerning the listing for sale or the anticipated listing for sale or the sale of any real property for the purpose of inducing or attempting to induce the sale or listing for sale of any real property by representing that the presence or anticipated presence of persons of any particular race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status, or national origin in the area will or may result in lowering of real property values in the block, neighborhood or area in which the property is located.
- (5) *Refusal to sell.* Refuse to sell or rent real property because of race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status or national origin.
- (6) *Refusal to show records of available housing.* Refuse to show to any person who has specified his needs, the list or other records identifying all real properties reasonably meeting such specifications.
- (7) *Withholding housing.* Represent to any person that any real property is not available, or otherwise to withhold real property from any person because of race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status or national origin.
- (8) *Refusal to show real estate.* Refuse to show real estate because of the race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status or national origin of any prospective purchaser, lessee or tenant, or because of the race, color, religion, religious affiliation, sex, handicap, marital status, familial status or national origin of the residents in the area in which the property is located.
- (9) *Steering.* Encourage or discourage the sale or rental of real property because of the race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status or national origin of persons in the neighborhood in which the property is located. This shall include but is not limited to directing persons into or away from areas because of race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status or national origin of persons in the area or purported to be moving into the area.
- (10) *Evasion.* Employ any person as a salesman or agent as a means of evading provisions of this article.
- (11)

Providing information. Volunteer oral or written information about the racial composition of a neighborhood unless such information is a factual, accurate and actual response to an unsolicited direct question.

(12) *Information regarding complaints.* Fail, within a reasonable time, to provide information requested by the person charged with enforcement of this article as a result of a complaint alleging a violation of this article.

(13) *Rental application.* Discriminate by denying, or unreasonably delaying the processing of a lease or rental application of a person, discriminate in the fixing of the fee or length of processing time, or other terms and conditions of such application process.

(14) *Listing agreement.* Entering into a listing agreement which discriminates against any person.

(b) Exemptions. This article shall not:

(1) Bar any religious or denominational institution or organization, or any charitable or educational organization operated, supervised or controlled by or in connection with a religious organization, from limiting living accommodations, or giving preference with respect thereto, to persons of the same religion or denomination.

(2) Apply to the leasing of rooms to roomers in a dwelling unit occupied by the owner or lessee of the entire premises as a family household having not more than two (2) roomers exclusive of salaried household employees living on premises.

(3) Prohibit the operation of housing units designed and offered predominantly for use and occupancy by persons over the age of sixty-two (62).

(4) Bar any charitable or educational organization from limiting to persons of the same sex the rental of living accommodations in facilities primarily providing single room occupancy.

(5) Include an individual whose only connection with the discrimination is his association with a group or entity which owns, manages, brokers, loans, advertises, or appraises the real property, unless that individual was involved in the discrimination personally.

Sec. 9-21. Discrimination in lending.

[Ord. No. 863, § 7, 12-20-1993]

It shall be unlawful and a violation of this article for any lending institution to discriminate in making, agreeing to make, arranging or negotiating any loan or guarantee of funds for the purpose of financing the purchase or sale, construction, lease, rehabilitation, improvement, renovation, or repair of any real estate property, or to offer, seek or agree to terms, conditions or privileges that discriminate.

Sec. 9-22. Refusal to deal in lending.

[Ord. No. 863, § 8, 12-20-1993]

It shall be unlawful and a violation of this article for any lending institution to refuse to negotiate for, enter into, or perform any agreement to lend or guarantee the loan of funds for the purchase, sale, construction, lease, rehabilitation, improvement, renovation, or repair of any real property because of discrimination.

Sec. 9-23. Coverage.

[Ord. No. 863, § 9, 12-20-1993]

This article shall apply, respectively, to every person, including but not limited to, every owner, lending institution, real estate broker and manager who, within the City, performs any function relating to or in connection with a real estate transaction, whether or not such person maintains an office or place of doing business within the City; provided, however, that the provisions of this article shall not be so construed as to prohibit a person on behalf of the owner from inquiring into and reporting upon the qualifications of any prospective buyer or tenant with respect to limitations or exclusions other than those of race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status or national origin.

Sec. 9-24. Powers and duties of commission.

[Ord. No. 863, § 10, 12-20-1993]

The Commission on Human Rights which was created by Ordinance 131 is hereby declared to remain the Commission on Human Rights and the appointments and terms of office of those currently named to the Commission as of the date of this article shall remain for the balance of their term as if Ordinance 131 had not been repealed and the Commission remaining as if originally constituted by the new ordinance.

It shall be the duty of the Commission, acting through its investigator, to receive and investigate complaints charging violations of this article, including, but not limited to, complaints charging discrimination, seek conciliation of such complaints, seek compliance by violators, hold hearings, and make finding of fact, determine awards, fines and penalties, and make recommendations in accordance with the provisions of this article.

The Commission shall have the power:

- (1) To administer and take sworn testimony.
- (2) To adopt, promulgate, amend and rescind rules and regulations of procedure consistent with the provisions of this article.
- (3) To subpoena witnesses and pertinent documents at both the investigation, conciliation and hearing stages, which power may be enforced by the Commission by proper petition to any court of competent jurisdiction.
- (4) To hold meetings through its Investigator which are closed to the public for the purpose of conciliating complaints.
- (5) To appoint attorneys with expertise in Fair Housing Law, from a list approved by the City Attorney and with the approval of the City Administrator, empowered to prosecute violations under this article and to otherwise act as would the City Attorney.

Sec. 9-25. Proceedings before commission.

[Ord. No. 863, § 11, 12-20-1993]

- (a) Proceedings under this article shall be commenced by the filing with the Commission of a written complaint, under oath or affirmation within one hundred eighty (180) days of the alleged violation. The complaint shall be in such detail as to substantially apprise any party properly concerned as to the time, place and facts surrounding the alleged violation. A complaint may be amended by right until an answer is filed, thereafter by leave of the Commission. The complaint may be filed by an aggrieved party.
- (b) After the complaint is filed, the Commission shall, within ten (10) working days, serve a copy of the complaint personally or by certified mail on the respondent.
- (c) If the Commission determines that the allegations as stated in the complaint, if true, would constitute a violation of this article, it shall cause an investigation of the complaint. The Commission shall conclude its investigation within thirty (30) days of filing of the complaint. If the Investigator is unable to conclude his investigation of the complaint within the thirty (30) days he shall notify the Chairman and the parties of the need to continue the investigation. Such notice shall not reveal any facts related to that investigation. Upon such notice the period for completion of the investigation shall be extended to sixty (60) days from the date of filing the complaint.
- (d) If the Investigator finds in his investigation that the allegations appear to be supported by the facts, he shall set a date for a conciliation conference and notify the parties of the time and place thereof. At such conference the Investigator shall interview the complainant and the person or persons against whom the complaint has been directed, and shall attempt to resolve the complaint by conciliation. The Commission shall establish rules and regulations governing the conciliation of complaints.
- (e) When there is a failure to settle or adjust any complaint through conciliation, the Investigator shall notify in writing the Chairman of the Commission and parties. The Commission, not later than thirty-five (35) days after such notification, shall set a date for a hearing on the complaint. The respondent shall file within thirty (30) days of such notification its' written response to the complaint. The hearing shall commence within sixty (60) days of the notification of a failure to settle or adjust the complaint. In order to encourage full and candid participation in the conciliation process, no record will be kept, and the parties and Investigator will be prohibited from later testifying, either at hearings under this Chapter or in court proceedings, with regard to what was said at the conciliation conference, and participants will sign an appropriate agreement to that effect before the conference begins. Under no circumstances will an investigator who participates in a conciliation conference have any later role in the same proceeding.
- (f) If the Investigator determines that a complaint is without merit, he shall dismiss the complaint. The Investigator shall, within five (5) days of such determination serve a copy of the Notice of Dismissal, and reasons therefor, personally or by certified mail on all parties and the Commission. The complainant may within fourteen (14) days of the receipt of Notice of Dismissal petition, in writing, the Commission and request a hearing on the complaint. The Commission, by majority vote(s), may withdraw the dismissal and refer the complaint to the Investigator for conciliation and/or hearing as necessary.
- (g) If, in the judgment of the Investigator after consultation with the Commission, immediate court action is necessary, he may at any time direct the City Attorney or outside counsel to file a complaint in any court of competent jurisdiction for a fine, injunction, or other appropriate relief. Such action may be taken even though administrative hearings of the complaint are pending before the Investigator or the Commission.

- (h) Hearings by the Commission shall be conducted by any three (3) or more members thereof; three (3) of whom shall thereafter attend all hearings on the complaint. At the conclusion of the hearings, a written report with findings of fact and a recommended decision shall be prepared for submission to the entire Commission. No report shall be delayed more than sixty (60) days after the date of the first hearing unless by agreement of the parties upon good cause shown. A majority of the hearing members must concur in the findings and recommendation. Only a Commission member in attendance at all hearings may vote on findings and recommendation. The findings of fact and recommended decision shall in all cases be advisory to the Commission. The Commission may review the complete record including but not limited to the transcripts, exhibits, briefs, the recommended findings and decision and then make a final decision on the complaint. However, to reach a decision, a majority of the Commission, then in office, must concur. The Commission shall reach its decision within sixty (60) days of receipt of the written report. Nothing shall preclude a complainant from withdrawing a complaint at any time after the filing.
- (i) All parties shall have the right to counsel at their own expense. All rules of procedure and regulations adopted by the Commission shall preserve the right of due process under the Missouri and United States Constitutions. A determination sustaining the complaint shall be by a preponderance of the evidence. The burden of proof shall be on the complainant.
- (j) The Commission shall be empowered at the conclusion of such proceedings, and as part of its final order, to direct that any person who shall have been found, as a result of such proceedings, to have violated this Chapter, to forthwith take any one or more of the following actions:
 - (1) Comply with this Ordinance in respect of each violation found.
 - (2) Perform any contract or agreement previously made with or offered by or to the complainant for sale, lease, exchange, transfer, conveyance or assignment of the particular real property with respect to which a violation shall have been found.
 - (3) Reimburse the complainant for his actual and reasonable out-of-pocket expenses and costs necessarily incurred and to be incurred as a direct result of each violation found, the amount of which shall be specified by the Commission in its report add may include, but need to be limited to, reimbursement for expenses and costs for temporary living, moving and storage of household furnishings, additional expenditures relating to the lease or rental of real property necessarily obtained to provide alternative housing accommodations, additional expenditures resulting from failure or refusal to sublease or assign leased real property, and reasonable attorneys fees and disbursements.
 - (4) Pay a penalty as set forth in section **9-27** of this article.
 - (5) Comply with such other and further relief as may be deemed appropriate by the Commission for the enforcement of this article and the elimination of violations thereof.
- (k) The Commission may, by written order, serve upon the respondent at any time pending final order, an order that the particular real property with respect to which a violation of this article has been filed shall not be sold, leased, exchanged, transferred, conveyed or assigned to any person other than the complainant.

- (l) Any complainant or respondent may apply for and obtain judicial review of a final order of the Commission entered under this Ordinance in accordance with the provisions of the law.
- (m) The Commission may direct the City Attorney to file with the Division of Professional Registration of the State or any other regulatory or advisory agency a complaint against any real estate broker found guilty of violation any provision of this article.
- (n) The Commission may direct the City Attorney to commence action in any court of competent jurisdiction to recover the penalty provided herein, to seek such equitable relief as the Commission may deem proper or to enforce any order of the Commission.
- (o) If a respondent has been found guilty of a violation of this Ordinance, in accordance with the procedures specified herein, the determination of the nature and extent of the penalty shall be vested in a majority of the entire Commission then holding office. Nothing shall preclude the parties from consenting, with approval of the Commission, to an extension of any time period hereinabove set out.

Sec. 9-26. Private remedies.

[Ord. No. 863, § 12, 12-20-1993]

Any person aggrieved in any manner by the violation of this article who has exhausted the remedies provided in section **9-25** of this article, may apply to any court of competent jurisdiction for appropriate relief from such violation, including:

- (1) An order compelling compliance with this article.
- (2) An order to prohibit any person found by the court to have violated any provision of this article from the sale, lease, exchange, transfer, conveyance or assignment of any real property, by any person who in violation of this article refuses or fails to perform such contract.
- (3) Compensatory damages.
- (4) Such other and further relief as may seem appropriate to the court for the enforcement of this Ordinance and the elimination of violations thereof.
- (5) These remedies shall be available notwithstanding the imposition or lack of imposition of other penalties provided by this article.

Sec. 9-27. Penalty.

[Ord. No. 863, § 13, 12-20-1993]

Any person violating the provisions of this article shall be fined not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) for each such offense. Every day a violation continues may be deemed a separate offense by appropriate finding.

BILL NO. 879

ORDINANCE NO. 863

AN ORDINANCE REPEALING ORDINANCE 765 OF THE CITY OF CHESTERFIELD AND CREATING A NEW ORDINANCE RELATED TO FAIR HOUSING IN THE CITY OF CHESTERFIELD.

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

Section 1. Ordinance Number 765 of the City of Chesterfield is hereby repealed in its entirety one hundred eight (180) days after the passage and approval of this substituted Ordinance for those offenses that may have occurred up to and including the date of this Ordinance.

Section 2. Short Title. This Ordinance shall be known and may be cited as the "Fair Housing Ordinance of the City of Chesterfield".

Section 3. Purpose and Declaration of Policy. It is hereby declared to be the policy of the City and the purpose of this Ordinance, in the exercise of its police and regulatory powers for the protection of the public safety, for the health, morals, safety and welfare of the persons in and residing in the City, and for the maintenance and promotion of commerce, industry, and good government in the City, and to promote and protect fair housing opportunities throughout the City and to acknowledge the value of diversity within our community, to secure to all persons living and/or working, or desiring to live and/or work in the City of Chesterfield, an equal opportunity to view, purchase, lease, rent or occupy real estate without discrimination based on race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status or national origin.

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the remainder of this Ordinance and the application of the provision to other persons not similarly situated or to other circumstances shall not be affected thereby.

Section 5. Definitions. For the purpose of this Ordinance:

INVESTIGATOR	An employee of the City or the Commission, designated by the City Administrator, with the approval of the Commission.
AGE CLASSIFICATION	Includes any person eighteen (18) years of age or older.
CHILD	Any person under the age of eighteen (18) who is a member of a family.

COMMISSION	The Commission on Human Rights.
DISCRIMINATION or DISCRIMINATE	To make distinction in treatment of any person because of race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status or national origin.
DWELLING UNIT	A room or group of rooms designed for occupancy by one family with eating, sleeping and living facilities or lodging rooms.
LEASE or LEASING	Includes and means rent, renting, assignment, sublease and subletting.
LENDING INSTITUTION	Any bank, insurance company, savings and loan association, other person in the business of lending money or guaranteeing loans, any person in the business of obtaining, arranging, or negotiating loans or guarantees as agent or broker, and any person in the business of buying or selling loans or instruments for the payment of money which are secured by title to or a security interest in real estate.
MANAGER	A person who as owner or agent of the owner or owners has the principal responsibility for the management of five (5) or more dwelling units for rent within the City and performs or employs others to perform the services associated with the letting and maintenance of said rental units.
OWNER	Any person who holds legal or equitable title to, or owns any beneficial interest in, any real property or who holds legal or equitable title to shares of, or holds any beneficial interest in, any real estate cooperative which owns any real property or any person who is acting as the agent, manager or employee of the owner.
PERSON	Includes one or more individuals, corporations, partnerships, associations, legal representatives, mutual companies, unincorporated organizations, trusts, trustees, trustees in bankruptcy, receivers and fiduciaries.

PURCHASE	Includes any contract to purchase.
REAL ESTATE BROKER	Any person licensed as a real estate broker in accordance with the provisions of Chapter 339 RSMo. or required thereby to be so licensed.
REAL ESTATE TRANSACTION	The purchase, sale, exchange or lease of any real property and an option to do any of the foregoing.
REAL PROPERTY	Any real estate improved or unimproved, within the City limits, including rooming units.
SALE	Includes any contract to sell, exchange or to convey, transfer or assign legal or equitable title to or a beneficial interest in real property.
STEERING	To encourage or discourage the sale or rental of real property because of the race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status or national origin of persons in the neighborhood in which the property is located. This shall include but is not limited to directing persons into or away from areas because of race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status or national origin of persons in the area or purported to be moving into the area.

Section 6. Discrimination Prohibited. No person, including but not limited to, any owner, manager, lessee or sublessee of real property, real estate broker, lender, financial institution, advertiser, real estate appraiser, or agent of any of the foregoing, shall discriminate against any other person (or discriminate against such person because of the race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status) in regard to the sale or rental of or dealings concerning real property. Any such discrimination shall be unlawful. Without limiting the foregoing, it shall also be unlawful discrimination for any person to:

(a) **Policies and Publicity.** Advertise, publish, display or circulate or cause to be published, displayed, advertised or circulated, either in writing or orally, any notice, statement, communication, sign or advertisement, or to announce a policy, or to use any form of application for the

purchase, lease, rental, or financing of real property, or to make any record or inquiry in connection with the prospective purchase, rental or lease of real property, which expresses directly or indirectly any discrimination, or any intent to discriminate.

(b) Discriminate in Lending. Discriminate or to participate in discrimination in connection with borrowing or lending money, guaranteeing loans, accepting mortgages, or otherwise obtaining or making available funds for the purchase, acquisition, construction, rehabilitation, repairs or maintenance of any real property in the City.

(c) Inducing Sales. Distribute or cause to be distributed written material or statements designed to induce any person to sell or lease real property because of the alleged or actual or because of any present or prospective change in the race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status or national origin of persons in the City or neighborhood.

(d) Misrepresentation. Make any misrepresentations concerning the listing for sale or the anticipated listing for sale or the sale of any real property for the purpose of inducing or attempting to induce the sale or listing for sale of any real property by representing that the presence or anticipated presence of persons of any particular race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status, or national origin in the area will or may result in lowering of real property values in the block, neighborhood or area in which the property is located.

(e) Refusal to Sell. Refuse to sell or rent real property because of race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status or national origin.

(f) Refusal to Show Records of Available Housing. Refuse to show to any person who has specified his needs, the list or other records identifying all real properties reasonably meeting such specifications.

(g) Withholding Housing. Represent to any person that any real property is not available, or otherwise to withhold real property from any person because of race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status or national origin.

(h) Refusal to Show Real Estate. Refuse to show real estate because of the race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status or national origin of any prospective purchaser, lessee

or tenant, or because of the race, color, religion, religious affiliation, sex, handicap, marital status, familial status or national origin of the residents in the area in which the property is located.

(i) Steering. Encourage or discourage the sale or rental or real property because of the race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status or national origin of persons in the neighborhood in which the property is located. This shall include but is not limited to directing persons into or away from areas because of race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status or national origin of persons in the area or purported to be moving into the area.

(j) Evasion. Employ any person as a salesman or agent as a means of evading provisions of this Ordinance.

(k) Providing Information. Volunteer oral or written information about the racial composition of a neighborhood unless such information is a factual, accurate and actual response to an unsolicited direct question.

(l) Information Regarding Complaints. Fail, within a reasonable time, to provide information requested by the person charged with enforcement of this Ordinance as a result of a complaint alleging a violation of this Ordinance.

(m) Rental Application. Discriminate by denying, or unreasonably delaying the processing of a lease or rental application of a person, discriminate in the fixing of the fee or length of processing time, or other terms and conditions of such application process.

(n) Listing Agreement. Entering into a listing agreement which discriminates against any person.

EXEMPTIONS: This Ordinance shall not:

(a) Bar any religious or denominational institution or organization, or any charitable or educational organization operated, supervised or controlled by or in connection with a religious organization, from limiting living accommodations, or giving preference with respect thereto, to persons of the same religion or denomination.

(b) Apply to the leasing of rooms to roomers in a dwelling unit occupied by the owner or lessee of the entire premises as a family household having not more than two (2) roomers exclusive of salaried household employees living on premises.

(c) Prohibit the operation of housing units designed and offered predominantly for use and occupancy by persons over the age of sixty two (62).

(d) Bar any charitable or educational organization from limiting to persons of the same sex the rental of living accommodations in facilities primarily providing single room occupancy.

(e) Include an individual whose only connection with the discrimination is his association with a group or entity which owns, manages, brokers, loans, advertises, or appraises the real property, unless that individual was involved in the discrimination personally.

Section 7. Discrimination in Lending. It shall be unlawful and a violation of this Ordinance for any lending institution to discriminate in making, agreeing to make, arranging or negotiating any loan or guarantee of funds for the purpose of financing the purchase or sale, construction, lease, rehabilitation, improvement, renovation, or repair of any real estate property, or to offer, seek or agree to terms, conditions or privileges that discriminate.

Section 8. Refusal to Deal in Lending. It shall be unlawful and a violation of this Ordinance for any lending institution to refuse to negotiate for, enter into, or perform any agreement to lend or guarantee the loan of funds for the purchase, sale, construction, lease, rehabilitation, improvement, renovation, or repair of any real property because of discrimination.

Section 9. Coverage. This Ordinance shall apply, respectively, to every person, including but not limited to, every owner, lending institution, real estate broker and manager who, within the City, performs any function relating to or in connection with a real estate transaction, whether or not such person maintains an office or place of doing business within the City; provided, however, that the provisions of this Ordinance shall not be so construed as to prohibit a person on behalf of the owner from inquiring into and reporting upon the qualifications of any prospective buyer or tenant with respect to limitations or exclusions other than those of race, color, religion, religious affiliation, sex, age, handicap, marital status, familial status or national origin.

Section 10. Powers and Duties of Commission. The Commission on Human Rights which was created by Ordinance 131 is hereby declared to remain the Commission on Human Rights and the appointments and terms of office of those currently named to the Commission as of the date of this Ordinance shall remain for the balance of their term as if Ordinance 131 had not been repealed and the Commission remaining as if originally constituted by the new Ordinance.

It shall be the duty of the Commission, acting through its investigator, to receive and investigate complaints charging violations of this Ordinance, including, but not limited to, complaints charging discrimination, seek conciliation of such complaints, seek compliance by violators, hold hearings, and make finding of fact, determine awards, fines and penalties, and make recommendations in accordance with the provisions of this Ordinance.

The Commission shall have the power:

- (a) To administer and take sworn testimony.
- (b) To adopt, promulgate, amend and rescind rules and regulations of procedure consistent with the provisions of this Ordinance.
- (c) To subpoena witnesses and pertinent documents at both the investigation, conciliation and hearing stages, which power may be enforced by the Commission by proper petition to any court of competent jurisdiction.
- (d) To hold meetings through its Investigator which are closed to the public for the purpose of conciliating complaints.
- (e) To appoint attorneys with expertise in Fair Housing law, from a list approved by the City Attorney and with the approval of the City Administrator, empowered to prosecute violations under this Ordinance and to otherwise act as would the City Attorney.

Section 11. Proceedings Before Commission.

(a) Proceedings under this Ordinance shall be commenced by the filing with the Commission of a written complaint, under oath or affirmation within one hundred eighty (180) days of the alleged violation. The complaint shall be in such detail as to substantially apprise any party property concerned as to the time, place and facts surrounding the alleged violation. A complaint may be amended by right until an answer is filed, thereafter by leave of the Commission. The complaint may be filed by an aggrieved party.

(b) After the complaint is filed, the Commission shall, within ten (10) working days, serve a copy of the complaint personally or by certified mail on the respondent.

(c) If the Commission determines that the allegations as stated in the complaint, if true, would constitute a violation of this Ordinance, it shall cause an investigation of the complaint. The Commission shall conclude its investigation

within thirty (30) days of filing of the complaint. If the Investigator is unable to conclude his investigation of the complaint within the thirty (30) days he shall notify the Chairman and the parties of the need to continue the investigation. Such notice shall not reveal any facts related to that investigation. Upon such notice the period for completion of the investigation shall be extended to sixty (60) days from the date of filing the complaint.

(d) If the Investigator finds in his investigation that the allegations appear to be supported by the facts, he shall set a date for a conciliation conference and notify the parties of the time and place thereof. At such conference the Investigator shall interview the complainant and the person or persons against whom the complaint has been directed, and shall attempt to resolve the complaint by conciliation. The Commission shall establish rules and regulations governing the conciliation of complaints.

(e) When there is a failure to settle or adjust any complaint through conciliation, the Investigator shall notify in writing the Chairman of the Commission and parties. The Commission, not later than thirty five (35) days after such notification, shall set a date for a hearing on the complaint. The respondent shall file within thirty (30) days of such notification its' written response to the complaint. The hearing shall commence within sixty (60) days of the notification of a failure to settle or adjust the complaint. In order to encourage full and candid participation in the conciliation process, no record will be kept, and the parties and Investigator will be prohibited from later testifying, either at hearings under this Chapter or in court proceedings, with regard to what was said at the conciliation conference, and participants will sign an appropriate agreement to that effect before the conference begins. Under no circumstances will an investigator who participates in a conciliation conference have any later role in the same proceeding.

(f) If the Investigator determines that a complaint is without merit, he shall dismiss the complaint. The Investigator shall, within five (5) days of such determination serve a copy of the Notice of Dismissal, and reasons therefor, personally or by certified mail on all parties and the Commission. The complainant may within fourteen (14) days of the receipt of Notice of Dismissal petition, in writing, the Commission and request a hearing on the complaint. The Commission, by majority vote(s), may withdraw the dismissal and refer the complaint to the Investigator for conciliation and/or hearing as necessary.

(g) If, in the judgment of the Investigator after consultation with the Commission, immediate court action is

necessary, he may at any time direct the City Attorney or outside counsel to file a complaint in any court of competent jurisdiction for a fine, injunction, or other appropriate relief. Such action may be taken even though administrative hearings of the complaint are pending before the Investigator or the Commission.

(h) Hearings by the Commission shall be conducted by any three (3) or more members thereof; three (3) of whom shall thereafter attend all hearings on the complaint. At the conclusion of the hearings, a written report with findings of fact and a recommended decision shall be prepared for submission to the entire Commission. No report shall be delayed more than sixty (60) days after the date of the first hearing unless by agreement of the parties upon good cause shown. A majority of the hearing members must concur in the findings and recommendation. Only a Commission member in attendance at all hearings may vote on findings and recommendation. The findings of fact and recommended decision shall in all cases be advisory to the Commission. The Commission may review the complete record including but not limited to the transcripts, exhibits, briefs, the recommended findings and decision and then make a final decision on the complaint. However, to reach a decision, a majority of the Commission, then in office, must concur. The Commission shall reach its decision within sixty (60) days of receipt of the written report. Nothing shall preclude a complainant from withdrawing a complaint at any time after the filing.

(i) All parties shall have the right to counsel at their own expense. All rules of procedure and regulations adopted by the Commission shall preserve the right of due process under the Missouri and United States Constitutions. A determination sustaining the complaint shall be by a preponderance of the evidence. The burden of proof shall be on the complainant.

(j) The Commission shall be empowered at the conclusion of such proceedings, and as part of its final order, to direct that any person who shall have been found, as a result of such proceedings, to have violated this Chapter, to forthwith take any one or more of the following actions:

1. Comply with this Ordinance in respect of each violation found.
2. Perform any contract or agreement previously made with or offered by or to the complainant for sale, lease, exchange, transfer, conveyance or assignment of the particular real property with respect to which a violation shall have been found.

3. Reimburse the complainant for his actual and reasonable out-of-pocket expenses and costs necessarily incurred and to be incurred as a direct result of each violation found, the amount of which shall be specified by the Commission in its report and may include, but need to be limited to, reimbursement for expenses and costs for temporary living, moving and storage of household furnishings, additional expenditures relating to the lease or rental of real property necessarily obtained to provide alternative housing accommodations, additional expenditures resulting from failure or refusal to sublease or assign leased real property, and reasonable attorneys fees and disbursements.

4. Pay a penalty as set forth in Section 13 of this Ordinance.

5. Comply with such other and further relief as may be deemed appropriate by the Commission for the enforcement of this Ordinance and the elimination of violations thereof.

(k) The Commission may, by written order, serve upon the respondent at any time pending final order, an order that the particular real property with respect to which a violation of this Ordinance has been filed shall not be sold, leased, exchanged, transferred, conveyed or assigned to any person other than the complainant.

(l) Any complainant or respondent may apply for and obtain judicial review of a final order of the Commission entered under this Ordinance in accordance with the provisions of the law.

(m) The Commission may direct the City Attorney to file with the Division of Professional Registration of the State or any other regulatory or advisory agency a complaint against any real estate broker found guilty of violation any provision of this Ordinance.

(n) The Commission may direct the City Attorney to commence action in any court of competent jurisdiction to recover the penalty provided herein, to seek such equitable relief as the Commission may deem proper or to enforce any order of the Commission.

(o) If a respondent has been found guilty of a violation of this Ordinance, in accordance with the procedures specified herein, the determination of the nature and extent of the penalty shall be vested in a majority of the entire Commission

then holding office. Nothing shall preclude the parties from consenting, with approval of the Commission, to an extension of any time period hereinabove set out.

Section 12. Private Remedies. Any person aggrieved in any manner by the violation of this Ordinance who has exhausted the remedies provided in Section 11 of this Ordinance, may apply to any court of competent jurisdiction for appropriate relief from such violation, including:

(a) An order compelling compliance with this Ordinance.

(b) An order to prohibit any person found by the court to have violated any provision of this Ordinance from the sale, lease, exchange, transfer, conveyance or assignment of any real property, by any person who in violation of this Ordinance refuses or fails to perform such contract.

(c) Compensatory damages.

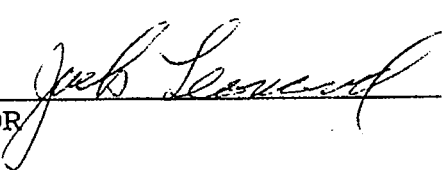
(d) Such other and further relief as may seem appropriate to the court for the enforcement of this Ordinance and the elimination of violations thereof.

(e) These remedies shall be available notwithstanding the imposition or lack of imposition of other penalties provided by this Ordinance.

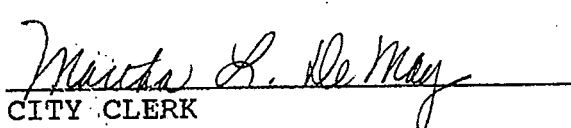
Section 13. Penalty. Any person violating the provisions of this Ordinance shall be fined not less than One Hundred Dollars (\$100.00) nor more than Five Hundred Dollars (\$500.00) for each such offense. Every day a violation continues may be deemed a separate offense by appropriate finding.

Section 14. This Ordinance shall be in full force and effect after its passage and approval and shall be codified as an act of the City of Chesterfield.

Passed and approved this 20TH day of DECEMBER, 1993.


MAYOR

ATTEST:


CITY CLERK

BILL NO. 770

ORDINANCE NO. 765

AN ORDINANCE REPEALING ORDINANCE 131 OF THE CITY OF CHESTERFIELD AND CREATING A NEW ORDINANCE RELATED TO FAIR HOUSING IN THE CITY OF CHESTERFIELD.

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

Section 1. Ordinance Number 131 of the City of Chesterfield is hereby repealed in its entirety one hundred eight (180) days after the passage and approval of this substituted Ordinance for those offenses that may have occurred up to and including the date of this Ordinance.

Section 2. Short Title. This Ordinance shall be known and may be cited as the "Fair Housing Ordinance of the City of Chesterfield".

Section 3. Purpose and Declaration of Policy. It is hereby declared to be the policy of the City and the purpose of this Ordinance, in the exercise of its police and regulatory powers for the protection of the public safety, for the health, morals, safety and welfare of the persons in and residing in the City, and for the maintenance and promotion of commerce, industry, and good government in the City, and to promote and protect fair housing opportunities throughout the City and to acknowledge the value of diversity within our community, to secure to all persons living and/or working, or desiring to live and/or work in the City of Chesterfield, an equal opportunity to view, purchase, lease, rent or occupy real estate without discrimination based on race, color, religion, sex, age, handicap, marital status or national origin.

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the remainder of this Ordinance and the application of the provision to other persons not similarly situated or to other circumstances shall not be affected thereby.

Section 5. Definitions. For the purpose of this Ordinance:

INVESTIGATOR	An employee of the City or the Commission, designated by the City Administrator, with the approval of the Commission.
AGE CLASSIFICATION	Includes any person eighteen (18) years of age or older.
CHILD	Any person under the age of eighteen (18) who is a member of a family.

COMMISSION	The Commission on Human Rights.
DISCRIMINATION or DISCRIMINATE	To make distinction in treatment of any person because of race, color, religion, sex, age, handicap, marital status or national origin.
DWELLING UNIT	A room or group of rooms designed for occupancy by one family with eating, sleeping and living facilities or lodging rooms.
LEASE or LEASING	Includes and means rent, renting, assignment, sublease and subletting.
LENDING INSTITUTION	Any bank, insurance company, savings and loan association, other person in the business of lending money or guaranteeing loans, any person in the business of obtaining, arranging, or negotiating loans or guarantees as agent or broker, and any person in the business of buying or selling loans or instruments for the payment of money which are secured by title to or a security interest in real estate.
MANAGER	A person who as owner or agent of the owner or owners has the principal responsibility for the management of five (5) or more dwelling units for rent within the City and performs or employs others to perform the services associated with the letting and maintenance of said rental units.
OWNER	Any person who holds legal or equitable title to, or owns any beneficial interest in, any real property or who holds legal or equitable title to shares of, or holds any beneficial interest in, any real estate cooperative which owns any real property or any person who is acting as the agent, manager or employee of the owner.
PERSON	Includes one or more individuals, corporations, partnerships, associations, legal representatives, mutual companies, unincorporated organizations, trusts,

trustees, trustees in bankruptcy,
receivers and fiduciaries.

PURCHASE

Includes any contract to purchase.

REAL ESTATE BROKER

Any person licensed as a real estate broker in accordance with the provisions of Chapter 339, RSMo. or required thereby to be so licensed.

**REAL ESTATE
TRANSACTION**

The purchase, sale, exchange or lease of any real property and an option to do any of the foregoing.

REAL PROPERTY

Any real estate improved or unimproved, within the City limits, including rooming units.

SALE

Includes any contract to sell, exchange or to convey, transfer or assign legal or equitable title to or a beneficial interest in real property.

STEERING

To encourage or discourage the sale or rental of real property because of the race, color religion, sex, age, handicap, marital status or national origin of persons in the neighborhood in which the property is located. This shall include but is not limited to directing persons into or away from areas because of race, color, religion, sex, age, handicap, marital status or national origin of persons in the area or purported to be moving into the area.

Section 6. Discrimination Prohibited. No person, including but not limited to, any owner, manager, lessee or sublessee of real property, real estate broker, lender, financial institution, advertiser, real estate appraiser, or agent of any of the foregoing, shall discriminate against any other person (or discriminate against such person because of the race, color, religion, sex, age, handicap, marital status) in regard to the sale or rental of or dealings concerning real property. Any such discrimination shall be unlawful. Without limiting the foregoing, it shall also be unlawful discrimination for any person to:

(a) Policies and Publicity. Advertise, publish, display or circulate or cause to be published, displayed, advertised or circulated, either in writing or orally, any notice, statement, communication, sign or advertisement, or to announce a policy, or to use any form of application for the purchase, lease, rental, or financing of real property, or to make any record or inquiry in connection with the prospective purchase, rental or lease of real property, which expresses directly or indirectly any discrimination, or any intent to discriminate.

(b) Discriminate in Lending. Discriminate or to participate in discrimination in connection with borrowing or lending money, guaranteeing loans, accepting mortgages, or otherwise obtaining or making available funds for the purchase, acquisition, construction, rehabilitation, repairs or maintenance of any real property in the City.

(c) Inducing Sales. Distribute or cause to be distributed written material or statements designed to include any person to sell or lease real property because of the alleged or actual or because of any present or prospective change in the race, color, religion, sex, age, handicap, marital status or national origin of persons in the City or neighborhood.

(d) Misrepresentation. Make any misrepresentations concerning the listing for sale or the anticipated listing for sale or the sale of any real property for the purpose of inducing or attempting to induce the sale or listing for sale of any real property by representing that the presence or anticipated presence of persons of any particular race, color, religion, sex, age, handicap, marital status, or national origin in the area will or may result in lowering of real property values in the block, neighborhood or area in which the property is located.

(e) Refusal to Sell. Refuse to sell or rent real property because of race, color, religion, sex, age, handicap, marital status or national origin.

(f) Refusal to Show Records of Available Housing. Refuse to show to any person who has specified his needs, the list or other records identifying all real properties reasonably meeting such specifications.

(g) Withholding Housing. Represent to any person that any real property is not available, or otherwise to withhold real property from any person because of race, color, religion, sex, age, handicap, marital status or national origin.

(h) Refusal to Show Real Estate. Refuse to show real estate because of the race, color, religion, sex, age, handicap, marital status or national origin of any prospective purchaser, lessee or tenant, or because of the race, color, religion, sex, handicap, marital status or national origin of the residents in the area in which the property is located.

(i) Steering. Encourage or discourage the sale or rental or real property because of the race, color, religion, sex, age, handicap, marital status or national origin of persons in the neighborhood in which the property is located. This shall include but is not limited to directing persons into or away from areas because of race, color, religion, sex, age, handicap, marital status or national origin of persons in the area or purported to be moving into the area.

(j) Evasion. Employ any person as a salesman or agent as a means of evading provisions of this Ordinance.

(k) Providing Information. Volunteer oral or written information about the racial composition of a neighborhood unless such information is a factual, accurate and actual response to an unsolicited direct question.

(l) Information Regarding Complaints. Fail, within a reasonable time, to provide information requested by the person charged with enforcement of this Ordinance as a result of a complaint alleging a violation of this Ordinance.

(m) Rental Application. Discriminate by denying, or unreasonably delaying the processing of, a lease or rental application of a person, discriminate in the fixing of the fee or length of processing time, or other terms and conditions of such application process.

(n) Listing Agreement. Entering into a listing agreement which discriminates against any person.

EXEMPTIONS: This Ordinance shall not:

(a) Bar any religious or denominational institution or organization, or any charitable or educational organization operated, supervised or controlled by or in connection with a religious organization, from limiting living accommodations, or giving preference with respect thereto, to persons of the same religion or denomination.

(b) Apply to the leasing of rooms to roomers in a dwelling unit occupied by the owner or lessee of the entire premises as a family household having not more than two (2) roomers exclusive of salaried household employees living on premises.

(c) Prohibit the operation of housing units designed and offered predominantly for use and occupancy by persons over the age of sixty two (62).

(d) Bar any charitable or educational organization from limiting to persons of the same sex the rental of living accommodations in facilities primarily providing single room occupancy.

(e) Include an individual whose only connection with the discrimination is his association with a group or entity which owns, manages, brokers, loans, advertises, or appraises the real property, unless that individual was involved in the discrimination personally.

Section 7. Discrimination in Lending. It shall be unlawful and a violation of this Ordinance for any lending institution to discriminate in making, agreeing to make, arranging or negotiating any loan or guarantee of funds for the purpose of financing the purchase or sale, construction, lease, rehabilitation, improvement, renovation, or repair of any real estate property, or to offer, seek or agree to terms, conditions or privileges that discriminate.

Section 8. Refusal to Deal in Lending. It shall be unlawful and a violation of this Ordinance for any lending institution to refuse to negotiate for, enter into, or perform any agreement to lend or guarantee the loan of funds for the purchase, sale, construction, lease, rehabilitation, improvement, renovation, or repair of any real property because of discrimination.

Section 9. Coverage. This Ordinance shall apply, respectively, to every person, including but not limited to, every owner, lending institution, real estate broker and manager who, within the City, performs any function relating to or in connection with a real estate transaction, whether or not such person maintains an office or place of doing business within the City; provided, however, that the provisions of this Ordinance shall not be so construed as to prohibit a person on behalf of the owner from inquiring into and reporting upon the qualifications of any prospective buyer or tenant with respect to limitations or exclusions other than those of race, color, religion, sex, age, handicap, marital status or national origin.

Section 10. Powers and Duties of Commission.

The Commission on Human Rights which was created by Ordinance 131 is hereby declared to remain the Commission on Human Rights and the appointments and terms of office of those currently named to the Commission as of the date of this Ordinance shall remain for the balance of their term as if Ordinance 131 had not been repealed

and the Commission remaining as if originally constituted by the new Ordinance.

It shall be the duty of the Commission, acting through its investigator, to receive and investigate complaints charging violations of this Ordinance, including, but not limited to, complaints charging discrimination, seek conciliation of such complaints, seek compliance by violators, hold hearings, and make finding of fact, determine awards, fines and penalties, and make recommendations in accordance with the provisions of this Ordinance.

The Commission shall have the power:

- (a) To administer and take sworn testimony.
- (b) To adopt, promulgate, amend and rescind rules and regulations of procedure consistent with the provisions of this Ordinance.
- (c) To subpoena witnesses and pertinent documents at both the investigation, conciliation and hearing stages, which power may be enforced by the Commission by proper petition to any court of competent jurisdiction.
- (d) To hold meetings through its Investigator which are closed to the public for the purpose of conciliating complaints.
- (e) To appoint attorneys with expertise in Fair Housing law, from a list approved by the City Attorney and with the approval of the City Administrator, empowered to prosecute violations under this Ordinance and to otherwise act as would the City Attorney.

Section 11. Proceedings Before Commission.

(a) Proceedings under this Ordinance shall be commenced by the filing with the Commission of a written complaint, under oath or affirmation within one hundred eighty (180) days of the alleged violation. The complaint shall be in such detail as to substantially apprise any party property concerned as to the time, place and facts surrounding the alleged violation. A complaint may be amended by right until an answer is filed, thereafter by leave of the Commission. The complaint may be filed by an aggrieved party.

(b) After the complaint is filed, the Commission shall, within ten (10) working days, serve a copy of the complaint personally or by certified mail on the respondent.

(c) If the Commission determines that the allegations as stated in the complaint, if true, would constitute a violation of this Ordinance, it shall cause an investigation of the complaint. The Commission shall conclude its investigation within thirty (30) days of filing of the complaint. If the investigator is unable to conclude his investigation of the complaint within the thirty (30) days he shall notify the chairman and the parties of the need to continue the investigation. Such notice shall not reveal any facts related to that investigation. Upon such notice the period for completion of the investigation shall be extended to sixty (60) days from the date of filing the complaint.

(d) If the investigator finds in his investigation that the allegations appear to be supported by the facts found by him, he shall set a date for a conciliation conference and notify the parties of the time and place thereof. At such conference the investigator shall interview the complainant and the person or persons against whom the complaint has been directed, and shall attempt to resolve the complaint by conciliation. The Commission shall establish rules and regulations governing the conciliation of complaints.

(e) When there is a failure to settle or adjust any complaint through conciliation, the investigator shall notify in writing the chairman of the Commission and parties. The Commission, not later than thirty five (35) days after such notification, shall set a date for a hearing on the complaint. The respondent shall file within thirty (30) days of such notification its written response to the complaint. The hearing shall commence within sixty (60) days of the notification of a failure to settle or adjust the complaint. In order to encourage full and candid participation in the conciliation process, no record will be kept, and the parties and Investigator will be prohibited from later testifying, either at hearings under this Chapter or in court proceedings, with regard to what was said at the conciliation conference, and participants will sign an appropriate agreement to that effect before the conference begins. Under no circumstances will an Investigator who participates in a conciliation conference have any later role in the same proceeding.

(f) If the Investigator determines that a complaint is without merit, he shall dismiss the complaint. The Investigator shall, within five (5) days of such determination serve a copy of the Notice of Dismissal, and reasons therefor, personally or by certified mail on all parties and the Commission. The complainant may within fourteen (14) days of the receipt of Notice of Dismissal petition in writing the Commission and request a hearing on the complaint. The Commission, by majority vote(s), may withdraw the dismissal

and refer the complaint to the Investigator for conciliation and/or hearing as necessary.

(g) If, in the judgment of the Investigator after consultation with the Commission, immediate court action is necessary, he may at any time direct the City Attorney or outside counsel to file a complaint in any court of competent jurisdiction for a fine, injunction, or other appropriate relief. Such action may be taken even though administrative hearings of the complaint are pending before the Investigator or the Commission.

(h) Hearings by the Commission shall be conducted by any three (3) or more members thereof, three (3) of whom shall thereafter attend all hearing on the complaint. At the conclusion of the hearings, a written report with findings of fact and a recommended decision shall be prepared for submission to the entire Commission. No report shall be delayed more than sixty (60) days after the date of the first hearing unless by agreement of the parties upon good cause shown. A majority of the hearing members must concur in the findings and recommendation. Only a Commission member in attendance at all hearings may vote on findings and recommendation. The findings of fact and recommended decision shall in all cases be advisory to the Commission. The Commission may review the complete record including but not limited to the transcripts, exhibits, briefs, the recommended findings and decision and then make a final decision on the complaint. However, to reach a decision, a majority of the Commission then in office must concur. The Commission shall reach its decision within sixty (60) days of receipt of the written report. Nothing shall preclude a complainant from withdrawing a complaint at any time after the filing.

(i) All parties shall have the right to counsel at their own expense. All rules of procedure and regulations adopted by the Commission shall preserve the right of due process under the Missouri and United States Constitutions. A determination sustaining the complaint shall be by a preponderance of the evidence. The burden of proof shall be on the complainant.

(j) The Commission shall be empowered at the conclusion of such proceedings, and as part of its final order, to direct that any person who shall have been found, as a result of such proceedings, to have violated this Chapter, to forthwith take any one or more of the following actions:

1. Comply with this Ordinance in respect of each violation found.

2. Perform any contract or agreement previously made with or offered by or to the complainant for sale, lease, exchange, transfer, conveyance or assignment of the particular real property with respect to which a violation shall have been found.

3. Reimburse the complainant for his actual and reasonable out-of-pocket expenses and costs necessarily incurred and to be incurred as a direct result of each violation found, the amount of which shall be specified by the commission in its report and may include, but need to be limited to, reimbursement for expenses and costs for temporary living, moving and storage of household furnishings, additional expenditures relating to the lease or rental of real property necessarily obtained to provide alternative housing accommodations, additional expenditures resulting from failure or refusal to sublease or assign leased real property, and reasonable attorney's fees and disbursements.

4. Pay a penalty as set forth in Section 13 of this Ordinance.

5. Comply with such other and further relief as may be deemed appropriate by the Commission for the enforcement of this Ordinance and the elimination of violations thereof.

(k) The Commission may, by written order serve upon the respondent at any time pending final order, an order that the particular real property with respect to which a violation of this Ordinance has been filed shall not be sold, leased, exchanged, transferred, conveyed or assigned to any person other than the complainant.

(l) Any complainant or respondent may apply for and obtain judicial review of a final order of the Commission entered under this Ordinance in accordance with the provisions of the law.

(m) The Commission may direct the City Attorney to file with the Division of Professional Registration of the State or any other regulatory or advisory agency a complaint against any real estate broker found guilty of violation any provision of this Ordinance.

(n) The Commission may direct the City Attorney to commence action in any court of competent jurisdiction to recover the penalty provided herein, to seek such equitable relief as the Commission may deem proper or to enforce any order of the Commission.

(o) If a respondent has been found guilty of a violation of this Ordinance, in accordance with the procedures specified herein, the determination of the nature and extent of the penalty shall be vested in a majority of the entire Commission then holding office. Nothing shall preclude the parties from consenting with approval of the commission to extension of any time period hereinabove set out.

Section 12. Private Remedies. Any person aggrieved in any manner by the violation of this Ordinance who has exhausted the remedies provided in Section 11 of this Ordinance, may apply to any court of competent jurisdiction for appropriate relief from such violation, including:

(a) An order compelling compliance with this Ordinance.

(b) An order to prohibit any person found by the court to have violated any provision of this Ordinance from the sale, lease, exchange, transfer, conveyance or assignment of any real property, by any person who in violation of this Ordinance refuses or fails to perform such contract.

(c) Compensatory damages.

(d) Such other and further relief as may seem appropriate to the court for the enforcement of this Ordinance and the elimination of violations thereof.

(e) These remedies shall be available notwithstanding the imposition or lack of imposition of other penalties provided by this Ordinance.

Section 13. Penalty. Any person violating the provisions of this Ordinance shall be fined not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) for each such offense. Every day a violation continues may be deemed a separate offense by appropriate finding.

Section 14. This Ordinance shall be in full force and effect after its passage and approval and shall be codified as an act of the City of Chesterfield.

Passed and approved this 1ST day of MARCH, 1993.

JACK L. LEE
MAYOR

ATTEST:

MARTHA L. DE MAY
CITY CLERK

AN ORDINANCE FOR A FAIR HOUSING CODE, PROHIBITING THE DISCRIMINATION IN THE SALE OR RENTAL OF CERTAIN DWELLINGS AND PROVIDING FOR THE ESTABLISHMENT OF A COMMISSION ON HUMAN RIGHTS, CONTAINING PROVISIONS FOR ENFORCEMENT AND PROVIDING FOR PENALTIES IN CASE OF VIOLATIONS

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

Section 1. Discrimination in the Sale or Rental of Housing. It shall be unlawful for any owner, real estate broker, salesman, or lending institution, either by themselves or through their officers, employees, agents or salesmen, or for any other person:

- (1) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale of, or otherwise make unavailable or deny a dwelling to any person because of race, sex, color, religion, national origin, age, ancestry, handicap or marital status;
- (2) To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection therewith because of race, sex, color, religion, national origin, age, ancestry, handicap, or marital status;
- (3) To make, print or publish, or cause to be made, printed, or published any notice, statement, or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination based on race, sex, color, religion, national origin, age, ancestry, handicap, or marital status, or an intention to make any such preference, limitation or discrimination;
- (4) To present to any person because of race, sex, color, religion, national origin, age, ancestry, handicap or marital status or that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available;
- (5) For profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons

of a particular race, sex, color, religion, national origin, age, ancestry, handicap or marital status.

Section 2. Discrimination in the Sale or Rental of Housing, Exemptions. Nothing in this Code shall prohibit a religious organization, association, or society, or any non-profit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society, from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons, unless membership in such religion is restricted on account of race, sex, color, national origin, age, ancestry, handicap, or marital status. Nor shall anything in this Code prohibit a private club not in fact open to the public which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodging to its members or from giving preference to its members.

Section 3. Discrimination in the Financing of Housing. It shall be unlawful for any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part in the making of commercial real estate loans, to deny a loan or other financial assistance to a person applying therefor for the purpose of purchasing, constructing, improving, repairing, or maintaining a dwelling, or to discriminate against him in the fixing of the amount, interest rate, duration or other terms or conditions of such loan or other financial assistance, because of race, sex, color, religion, national origin, age, ancestry, handicap, or marital status of such person or of any person associated with him in connection with such loan or other financial assistance or the purposes of such loan or other financial assistance or of the present or prospective owners, lessees, tenants, or occupants of the dwelling or dwellings in relation to which such loan or other financial assistance is to be made or given.

Section 4. Discrimination in the Provision of Brokerage Services. It shall be unlawful for any person to deny any person access to or membership or participation in any multiple-listing service, real estate broker's organization or other service, organization or facility relating to the business of selling or renting dwellings or to discriminate against him in the terms or conditions of such access, membership, or participation, on account of race, sex, color, religion, national origin, age, ancestry, handicap or marital status.

Section 5. Solicitation-Sale of Rental or Dwellings-Unlawful. 1. It shall be unlawful for any real estate corporation, partnership, firm or association, or for any person acting as a real estate agent, salesman, or broker, or for any agent, employee or person acting on their behalf to solicit or

induce or attempt to solicit or induce in any manner or by any means, including but not limited to the use of the mails, telegraph, letters, flyers, leaflets, circulars, telephone, door-to-door solicitation or any other type of written or oral personal contact, any person having any interest in a dwelling, including occupant, to sell, lease, rent, move from or otherwise dispose of or change his interest in said dwelling.

2. Section 5.1 shall not be applicable to:

- (a) Any solicitation or attempted solicitation to sell, lease, rent, move from, or otherwise dispose of or change interest in any vacant land;
- (b) Any solicitation or attempted solicitation to sell, lease, rent, move from or otherwise dispose of or change interest in any dwelling, said solicitation or attempted solicitation being publicly broadcast on television or radio or placed in a newspaper or magazine of general distribution;
- (c) Any solicitation or attempted solicitation to sell, lease, rent, move from or otherwise dispose of or change interest in any dwelling or other property for the purpose of acquiring tracts of real property for the purpose of residential, commercial, industrial or recreational development;
- (d) Any solicitation or attempted solicitation to sell, lease rent, move from or otherwise dispose of or change interest in any dwelling or other property whose owner or occupant has listed or advertised such property for sale or rent.

3. The complaint procedures set forth in Sections 5 and 7 shall not be applicable to enforcement of the provisions of Section 5.1. Any persons who claim to have been injured under Section 5.1. shall file a written complaint directly with the City Council and the City Attorney.

Section 6. Steering-Sale or Rental of Dwellings-Unlawful. 1. It shall be unlawful for any real estate corporation, partnership, firm or association or for any person acting as a real estate agent, salesman or broker, or for any agent, employee or person acting in their behalf to:

- (a) Influence or attempt to influence any person who represents himself to be a prospective purchaser, occupant, or tenant of a dwelling to refrain from purchasing or renting a dwelling by referring to race, sex, color, religion, national origin, age,

ancestry, handicap or marital status of occupants or prospective occupants of other dwellings in that neighborhood;

- (b) Discriminate against any person who represents himself to be a prospective seller, purchaser, occupant, landlord or tenant of a dwelling by any influence, suggestion, act or failure to act, or accord any differential treatment among such persons, in connection with the sale or rental of a dwelling or in the furnishing of information, services, or facilities relative thereto, because of race, sex, color, religion, national origin, age, ancestry, handicap or marital status of any person.

2. The complaint procedure set forth in Sections 2 and 7 shall not be applicable to enforcement of the provisions of Section 6.1. Any persons who claim to have been injured under Section 6.1 shall file a written complaint directly with the City Council and City Attorney.

Section 7. Commission on Human Rights. There is hereby created a Commission on Human Rights whose duty it will be to receive and investigation any and all written complaints charging discrimination, seek conciliation of such complaint, hold hearings, make findings of fact and issue recommendations to the City Council and the City Attorney. The City Council shall review and make recommendations including the decision to prosecute or to instruct the City Attorney to file a civil suit to enjoin the violation or to take other appropriate action. The Commission shall administer this Code in a manner affirmatively to further the policies of this Code and to prevent or eliminate discriminatory housing practices. The Commission shall cooperate with and render technical assistance to Federal, State, local and other public or private agencies organizations and institutions which are formulating or carrying out programs to prevent or eliminate discriminating housing practices.

Section 8. Appointments. The Commission on Human Rights shall consist of three (3) members who shall be appointed by the Mayor with the approval of the City Council. Each member shall serve for three (3) years, provided, however, that the first appointment shall be for one, two and three years for each member respectively. The members shall be residents of the City of Chesterfield, registered voters in the said City and at least twenty-one (21) years of age. The Chairman shall be elected by the members of the committee.

Section 9. Complaint Process. Any persons who claim to have been injured or who will be injured by a discriminatory housing practice may file a complaint with the Human Rights Commission. The complaint shall be filed within one hundred eighty (180) days after the alleged discriminatory housing practice occurred. For purposes of this Section, all days of

violation with respect to one dwelling shall be taken to mean one occurrence. Complaints shall be in writing and shall state the facts upon which the allegations of the discriminatory practice are based. Upon receipt of such complaint, a copy shall be furnished to the person or persons who allegedly committed or are about to commit the alleged discriminatory housing practice.

Section 10. Penalty. Any person, firm or corporation violating any of the provisions of this Ordinance shall be punished by a fine not to exceed One Hundred Dollars (\$100.00) or by imprisonment not to exceed ninety (90) days or by both fine and imprisonment. Each day a violation exists it shall be considered a separate offense.

Section 11. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 18th day of JULY, 1988.

Judith M. Steinbach
MAYOR

ATTEST:

June M. Schaefer

The above is a true and certified copy of Ordinance No. 131 as passed and approved by the City of Chesterfield, Missouri.

City of Chesterfield, Missouri.

Memorandum

Department of Public Works



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

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

DATE: April 24, 2019

RE: Right of Way Transfer - Long Road at Edison Avenue

As you know, the Missouri Department of Transportation (MODOT) maintains the Long Road right of way within the City of Chesterfield. When Long Road was transferred from St. Louis County to MODOT, a portion of the right of way could not properly be conveyed to MODOT. This triangular piece of property, comprised of approximately 1,262 square feet, is located at the northwest corner of Long Road and Edison Avenue. The tract of land was originally owned by the Chesterfield Fire Protection District (now Monarch), and was conveyed to the City of Chesterfield in 1999.

As detailed in the attached letter, MODOT is requesting that the City of Chesterfield convey the triangular shaped property to MODOT via quitclaim deed. This will allow MODOT to effectively maintain the Long Road right of way, including the intersection at Edison Avenue. The City Staff recommends execution of the quit claim deed, as the property is contained within what is commonly considered the Long Road right of way and should be maintained by MODOT.

Action Recommended

This matter should be forwarded to the Planning and Public Works Committee for its consideration. Should the PPW Committee concur with Staff's recommendation, it should recommend authorizing the City Administrator to execute the attached quitclaim deed. The matter will then be forwarded to the full City Council for approval.

PLEASE FORWARD TO THE PLANNING AND PUBLIC WORKS COMMITTEE FOR REVIEW AND CONSIDERATION. ULTIMATELY, APPROVAL TO TRANSFER PROPERTY HAS TO BE APPROVED BY THE FULL COUNCIL.

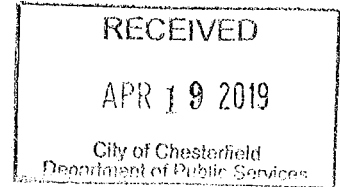
MO Geisel 2019-4-24

Missouri Department of Transportation

1590 Woodlake Drive
Chesterfield, Missouri 63017-5712
314.275.1500
Fax: 573.522.6475
1.888.ASK MODOT (275.6636)

April 4, 2019

Jim Eckrich
690 Chesterfield Pkwy W
Chesterfield, MO 63017



RE: Donation of Tract of Land at the intersection of Long Rd. and Edison Ave.

Dear Jim Eckrich:

The Missouri Highways and Transportation Commission is seeking a donation of a tract of land located inside the intersection of Long Road and Edison Avenue. This tract of land was originally owned by the Chesterfield Fire Protection District. The fire district dedicated this land to the City of Chesterfield in June of 1999.

Since this time, the roadway was conveyed to St. Louis County, and the County has recently transferred Long Road to the Missouri Highways and Transportation Commission. However, the County did not include in the conveyance of Long Road to MHTC the tract of land in question because it was only recorded by plat and not by deed.

In order for the Missouri Highways and Transportation Commission to effectively take over the maintenance duties for this intersection, a quitclaim deed for the triangular shaped tract of land will be needed from the City of Chesterfield.

An aerial view of the land has been included with this letter, along with the quitclaim deed, legal description and plat on which the original conveyance was recorded.

If you have any questions, please contact Mitchell Doria, a representative with our department, by phone at (314) 453-5048 or by email at mitchell.doria@modot.mo.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Mitchell Doria".

Mitchell Doria
Right of Way Specialist, MoDOT



CCO FORM: RW02
Approved: 6/93 (TLP)
Revised: 03/17 (AR)
Modified:

COUNTY: St. Louis
ROUTE: Long Road
PROJECT:
PARCEL:

QUITCLAIM DEED

THIS INDENTURE, made this ____ day of _____, 20____, between the **City of Chesterfield**, of the County of St. Louis, State of Missouri, (hereinafter, "Grantor"), and the STATE OF MISSOURI, acting by and through the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, (hereinafter, "Grantee").

Grantor's Address: 690 Chesterfield Pkwy W, Chesterfield, MO 63017

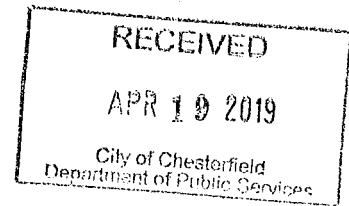
Grantee's Address: 105 W. Capitol Avenue, Jefferson City, MO 65102

WITNESSETH:

The said Grantor, in consideration of the sum of **ONE AND NO/100 DOLLARS (\$1.00)**, to it paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents remise, release, and forever QUITCLAIM unto said Grantee, its successors and assigns, the real estate and interests in real estate in the County of St. Louis, State of Missouri, and being more particularly described in **EXHIBIT A – LEGAL DESCRIPTION**, attached hereto and made part hereof.

A tract of land being part of Lot 2 of Damian Kroenung Estates in U.S. Survey 1010, Township 45 North, Range 4 East, City of Chesterfield, St. Louis County, Missouri, and being more particularly described in the attached **EXHIBIT A – LEGAL DESCRIPTION**.

TO HAVE AND TO HOLD THE SAME, with all and singular rights, immunities, privileges, and appurtenances thereunto belonging, unto the said Grantee, its heirs, successors and assigns forever.

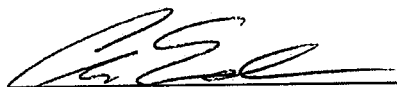


**EXHIBIT A
LEGAL DESCRIPTION**

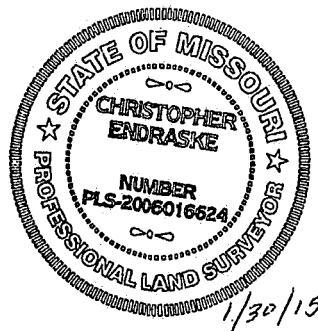
A TRACT OF LAND BEING PART OF LOT 2 OF DAMIAN KROENUNG ESTATES IN U.S. SURVEY 1010, TOWNSHIP 45 NORTH, RANGE 4 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

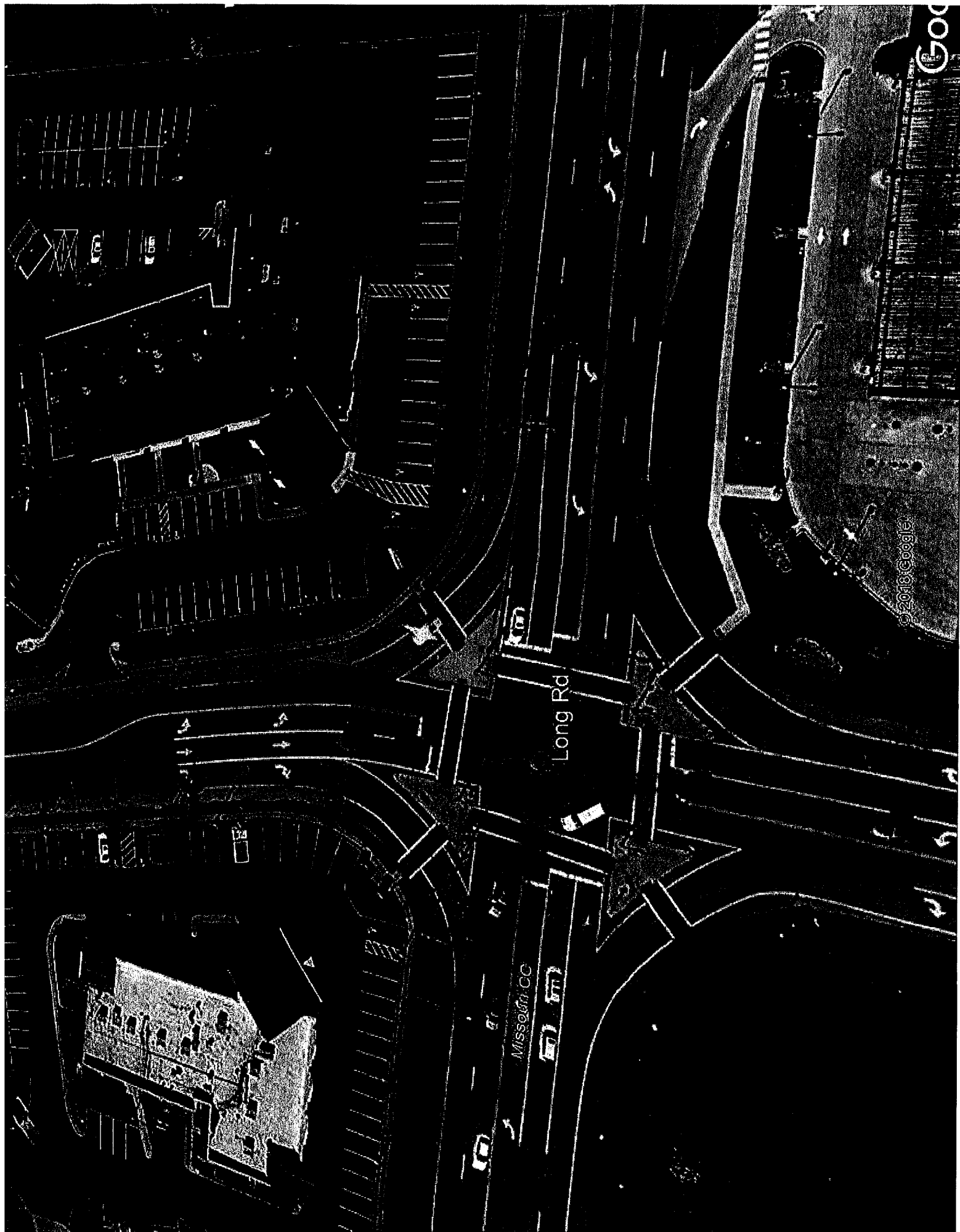
COMMENCING AT THE NORTHEAST CORNER OF LOT A OF "A SUBDIVISION OF A TRACT OF LAND BEING PART OF LOT 2 OF DAMIAN KROENUNG ESTATES", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 350, PAGE 93 OF THE ST. LOUIS COUNTY RECORDER'S OFFICE; THENCE ALONG THE EASTERN LINE OF SAID LOT A AND THE WESTERN LINE OF LONG ROAD SOUTH 01 DEGREES 25 MINUTES 42 SECONDS WEST, A DISTANCE OF 204.46 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE LEAVING SAID WESTERN LINE OF LONG ROAD AND CONTINUING ALONG THE NORTHERN LINE OF EDISON AVENUE AND A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 134.00 FEET, AN ARC LENGTH OF 102.75 FEET, A CHORD BEARING OF SOUTH 42 DEGREES 14 MINUTES 53 SECONDS WEST, AND A CHORD LENGTH OF 100.25 FEET TO A POINT; THENCE NORTH 76 DEGREES 36 MINUTES 05 SECONDS EAST, A DISTANCE OF 67.79 FEET TO A POINT; THENCE NORTH 01 DEGREES 25 MINUTES 42 SECONDS EAST, A DISTANCE OF 58.52 FEET TO THE POINT OF BEGINNING, BEING THE SAME PARCEL SHOWN AS HATCHED ON "EDISON AVENUE ROAD DEDICATION AND EASEMENT PLAT" A PLAT RECORDED IN PLAT BOOK 347, PAGE 606 OF THE ST. LOUIS COUNTY RECORDER'S OFFICE, AND CONTAINING 1262 SQUARE FEET MORE OR LESS

By:


Christopher Endraske

Title: Professional Land Surveyor

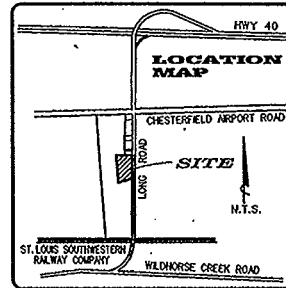
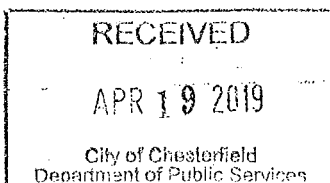
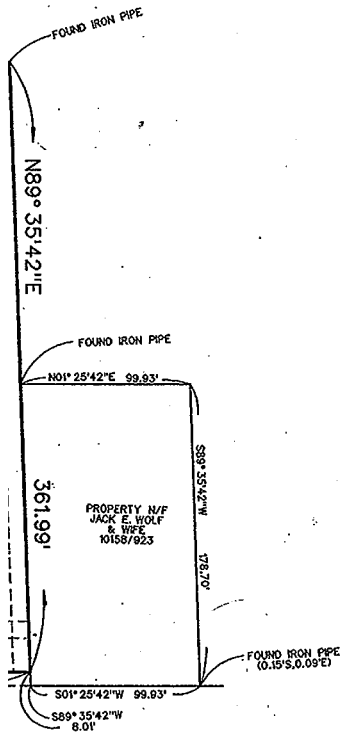




AT

IN
RANGE 4 EAST,
RY, MISSOURI.

C)



We have during the month of February, 1999, by order of Chesterfield Fire Protection District, made a Road Dedication and Easement Plat of "A tract of land being part of lot 2 of Dorian Kroening Estates in U.S. Survey 1010, Township 45 North - Range 4 East, St. Louis County, Missouri," and the results of said Road Dedication and Easement Plat are correctly represented on this plat. This Road Dedication and Easement Plat was executed in compliance with the current Missouri Minimum Standards for Property Boundary Surveys adopted by the Missouri Board for Architects, Professional Engineers and Land Surveyors and the Missouri Department of Natural Resources, and meets the accuracy requirements set forth for Urban Property.

IN WITNESS WHEREOF, I have signed and sealed the foregoing this 22 day of June, 1999.

VOLZ INCORPORATED

Thomas E. Smith
Thomas H. Smith, R.L.S.
Mo. Reg. L.S. #1462

We, the undersigned owners of the tract of land herein platted and further described in the foregoing surveyor's certificate have caused a Road Dedication and Easement Plat to be made in the manner shown on this plat, which plat shall hereafter be known as "Edison Avenue Road Dedication and Easement Plat." The Edison Avenue rounding, which for better identification is shown hachured on this plat, is hereby dedicated to the City of Chesterfield, Missouri, their successors and assigns as their interest may appear, for public use forever.

All easements shown on this plat, unless designated for other specific purposes, are hereby dedicated to St. Louis County, Missouri, City of Chesterfield, St. Louis County Water Company, Laclede Gas Company, Union Electric Company, Southwestern Bell Telephone Company, Metropolitan St. Louis Sewer District, cable company, their successors and assigns as their interests may appear for the purpose of constructing, maintaining, and repairing of public utilities and sewer and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair, or replacement of said utilities, sewers and drainage facilities.

The Permanent Roadway Improvement, Maintenance, Utility, Sewer and Sidewalk Easements are hereby dedicated to the City of Chesterfield, Missouri forever.

IN WITNESS WHEREOF, I have signed and sealed the foregoing this 22 day of July, 1999.

CHESTERFIELD FIRE
PROTECTION DISTRICT

By: *Michelle Sleet*
Secretary, Board of Directors

STATE OF MISSOURI }
COUNTY OF ST. LOUIS } SS

On this 22 day of July, 1999, before me personally appeared Michelle Sleet, who being by me duly sworn did say that he/she is the Secretary of Board of Directors of Chesterfield Fire Protection District, a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said Michelle Sleet acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires:

Oct. 20, 2000

NOTARY SEAL
Tamara Lynn Smalmon, Notary Public
St. Charles County, State of Missouri
My Commission Expires 10/20/2000

Tamara Lynn Smalmon
Notary Public
Tamara Lynn Smalmon

This is to certify that the plat of "Edison Avenue Road Dedication and Easement Plat" was approved by the City Council of the City of Chesterfield by Ordinance Number 1553 on April 22nd of 1999, and thereby authorizes the recording of this plat with the office of the St. Louis County Recorder of Deeds.

ATTEST:

Nancy Greenwood
MAYOR, Nancy Greenwood

Martha L. DeMay
CITY CLERK, Martha L. DeMay



FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember Moore

Vice-Chair:

The next meeting of the Finance & Administration Committee has been scheduled for Tuesday, May 28, 2019 at 5:30pm.

If you have any questions or require additional information please contact Finance Director Chris DesPlanques or me prior to Monday's meeting.

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember DeCampi

Vice Chair: Councilmember Hurt

The next meeting of the Parks, Recreation and Arts Committee has not yet been scheduled.

If you have any questions or require additional information, please contact Director of Parks, Recreation and Arts, Tom McCarthy or me prior to Monday's meeting.

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember Flachsbart

Vice Chair:

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

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

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

BID RECOMMENDATION

2019 APWA Deicing Salt Cooperative: Deicing Salt and Salt unloading & delivery

Recommendation to accept the low bid from Compass Minerals for the purchase of deicing salt; and to accept the low bid from Beelman Logistics, LLC for the unloading and delivery of deicing salt.

(Roll Call Vote) Department of Public Works recommends approval.

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

Memorandum

Department of Public Works



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

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

DATE: May 10, 2019

RE: St. Louis Metro APWA Salt Cooperative

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 seven school districts which combine their purchasing power to obtain the best price possible for deicing salt.

On behalf of the Coop, the City of Chesterfield publicly opened bids for the purchase of 29,500 tons of salt on May 9, 2019. Five companies submitted bids, as detailed in the attached memorandum from Superintendent of Maintenance Mike O'Connor. After reviewing the bids, it was determined that the apparent low bidder, Champion Salt LLC, did not meet the specification requirements. Accordingly, the actual low bid was provided by Compass Minerals, at a cost of \$60.88 per ton. This price is somewhat higher than that paid by the Coop 2015-2018, which was \$49.23 per ton. However, it is lower than the price paid prior to 2015, which was \$62.63 per ton. Compass Minerals has provided excellent service and high quality salt to the Coop for a number of years. Therefore, **I recommend that the City of Chesterfield accept the low bid of \$60.88 from Compass Minerals, on behalf of the Coop.**

In addition to the purchase of salt, the City of Chesterfield publicly bids the unloading and delivery of deicing salt, on behalf of the Coop. The bids for unloading and delivery of salt were also opened on May 9, 2019. Beelman Logistics submitted the one and only bid received, with the prices detailed on the Bid Form contained within the attached memorandum from Superintendent of Maintenance Mike O'Connor. The price to the City of Chesterfield is \$12.45 per ton, which is one dollar per ton higher than the City paid in 2018. Beelman has provided excellent service to the Coop in the past, and **I recommend that the City of Chesterfield accept the low bid (\$12.45 per ton to Chesterfield – price varies per member) from Beelman Logistics LLC, on behalf of the Coop.**

The salt will be provided to all Coop members, including the City of Chesterfield, within two separate deliveries; a fall 2019 delivery and a winter 2020 delivery. The City of Chesterfield salt dome is full, and we will not need to order any salt for the fall order. We do anticipate the need for additional salt throughout the winter, and will plan to place an order for 3,000 tons of salt for the winter 2020 delivery. This will result in a total cost to the City of Chesterfield of \$219,990, which is just within budget (\$227,000). If you have questions or need additional information, please let me know.

The increase in the cost of the salt, and the fact that the Coop has received only one bid for unloading / delivery of salt for the past two years, are concerning to the City Staff and members of the Coop. Accordingly, a sub-committee of the APWA St. Louis Branch will review the salt specifications and bid package to determine whether adjustments should be made prior to future bid advertisements. The effort will be coordinated by the City of Chesterfield, with any action taken being approved by the APWA St. Louis Branch.

Action Recommended

This matter should be forwarded to City Council for its consideration of approval of the purchase of salt from Compass Minerals, and the unloading / delivery through Beelman Logistics LLC, on behalf of the St. Louis Metro APWA Salt Cooperative.

Memorandum

Department of Public Works



DATE: May 9, 2019

TO: Jim Eckrich

FROM: Mike O'Connor, Superintendent of Maintenance

RE: Bids for St. Louis Metro APWA Salt Cooperative

Today we opened bids for road de-icing salt for the "St. Louis Metro APWA Salt Cooperative."

Champion Salt, LLC was the apparent low bidder for the fall delivery, at \$58.85 per ton. However, their bid included a statement that this price was only good for deliveries from July 15 to August 31, 2019. Additionally, Champion Salt did not submit a bid for the January 2020 delivery. Because their delivery requirements do not meet the bid specifications, and the "No Bid" submittal for the January delivery, the bid from Champion Salt has been rejected as "non-responsive."

In addition to the bid from Champion, four other bids were submitted, as shown in the attached bid tabulation.

Compass Minerals is the low bidder, with a quote of \$60.88, per ton for the fall 2019 and January 2020 orders. We have been purchasing salt from Compass Minerals, on behalf of the Co-op, for several years without any major issues.

I recommend that we continue purchasing road salt from Compass Minerals for the "St. Louis Metro Salt Co-op" for 2019 - 2020.

BID RESULTS ONLY

ST. LOUIS METRO COOPERATIVE DE-ICING SALT BID

10:00 A.M. Thursday, May 9, 2019

FALL DELIVERY 2019

JANUARY DELIVERY 2020

Oakley – St. Louis 1 Angelica Street St. Louis, MO 63147	\$70.00 per ton	\$70.00 per ton
Compass Minerals 9900 W 109th Street, Suite 100 Overland Park, KS 66210	\$60.88 per ton	\$60.88 per ton
Cargill, Inc. 24950 Country Club Blvd., Suite 450 North Olmsted, OH 44070	\$65.13 per ton	\$65.13 per ton
Morton Salt Inc. 444 West Lake Street, Suite 3000 Chicago, IL 60606	No Bid	No Bid
Champion Salt LLC 2451 Schuetz Road Maryland Heights, MO 63043	\$58.85 per ton	No Bid

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

Memorandum

Department of Public Works



DATE: May 9, 2019

TO: Jim Eckrich

FROM: Mike O'Connor, Superintendent of Maintenance

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

We recently advertised for bids for “Unloading and Hauling” of road salt for the “St. Louis Metro APWA Salt Cooperative.” We also sent invitations to bid to all firms we are aware of that perform this type of service.

Today, we publicly opened sealed bids for this service. Beelman Logistics, LLC was the only bidder to respond to our request for bids. Beelman’s price for unloading barges onto the delivery trucks, and management of delivery is \$4.32 per ton. This price went up \$1.00 per ton from last year’s bid.

The delivery pricing to the individual municipalities and other entities are attached. All trucking costs are the same as the bid from last year.

We have been using Beelman Logistics to perform the management, unloading and delivery of the de-icing salt for several years and they have performed in an acceptable manner.

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.

2019 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 May 9, 2019. Bid proposal for unloading salt from barges at a St. Louis Mississippi River port facility and loading into trucks including managing and administration cost : \$ 4.32 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	\$ 6.54 /ton
Ballwin	\$ 7.43 /ton
Bel-Nor	\$ 5.89 /ton
Bel-Ridge*	\$ 9.90 /ton
Berkeley*	\$ 10.20 /ton
Black Jack*	\$ 9.90 /ton
Breckenridge Hills*	\$ 9.45 /ton
Brentwood	\$ 5.93 /ton
Bridgeton	\$ 6.54 /ton
Charlack*	\$ 10.45 /ton
Chesterfield	\$ 8.13 /ton
Clayton	\$ 5.30 /ton
Cool Valley*	\$ 10.10 /ton
Crestwood*	\$ 5.66 /ton
Creve Coeur	\$ 11.75 /ton
Des Peres	\$ 6.36 /ton
Ellisville	\$ 8.49 /ton
Fairview Heights, IL	\$ 5.25 /ton

Fenton	\$ 6.72 /ton
Ferguson	\$ 5.48 /ton
Frontenac*	\$ 11.05 /ton
Glendale	\$ 5.83 /ton
Green Park	\$ 5.13 /ton
Greendale	\$ 5.83 /ton
Hazelwood	\$ 5.83 /ton
Ladue	\$ 5.89 /ton
Manchester	\$ 7.43 /ton
Maplewood*	\$ 9.65 /ton
Maryland Heights	\$ 6.54 /ton
Normandy*	\$ 9.30 /ton
Northwoods*	\$ 8.75 /ton
Olivette*	\$ 10.50 /ton
Overland*	\$ 10.80 /ton
Pagedale*	\$ 10.45 /ton
Pasadena Hills	\$ 5.55 /ton
Pine Lawn	\$ 5.35 /ton

Richmond Heights	\$ 5.75	/ton
Rock Hill*	\$ 9.90	/ton
St. Ann	\$ 6.01	/ton
St. John*	\$ 10.20	/ton
St. Peters	\$ 8.66	/ton
Shrewsbury	\$ 5.48	/ton
Sunset Hills*	\$ 11.10	/ton
Town & Country	\$ 11.55	/ton
University City*	\$ 9.01	/ton
Vinita Park*	\$ 10.54	/ton
Webster Groves	\$ 5.66	/ton
Wildwood*	\$ 15.30	/ton
Winchester	\$ 8.13	/ton
Woodson Terrace*	\$ 11.65	/ton

Ferguson Florissant		
School District*	\$ 9.30	/ton
Francis Howell		
School District*	\$ 12.85	/ton
Kirkwood		
School District*	\$ 10.20	/ton
Lindbergh		
School District*	\$ 10.25	/ton
Parkway		
School District*	\$ 13.55	/ton
Pattonville		
School District*	\$ 11.25	/ton
Rockwood		
School District*	\$ 12.65	/ton

NOTE: *Tandems only

Exceptions:

<u>May 9, 2019</u>	<u>618-646-5315</u>
Date	Telephone
<u>Net 15 days from invoice date</u>	<u>jeffh@beelman.com</u>
Terms	Email Address
<u>26-0599880</u>	<u> sales manager</u>
Federal Tax ID#	Signature & Title
<u>Beelman Logistics, LLC.</u>	
Company	
<u>One Racehorse Dr.</u>	
Address	
<u>East St. Louis, IL 62205</u>	
City/State/Zip Code	

Ferguson Florissant

OTHER LEGISLATION

Bill No. 3245 - P.Z. 05-2019 Chesterfield Ridge Center (Parcels VII and VIII)

An ordinance amending Section I. of Attachment 'A' of City of Chesterfield Ordinance 3026 by repealing Section I.10.c of Attachment 'A' of Ordinance 3026 and enacting in lieu thereof a new section to be known as Section I.10.c within a "C-8" Planned Commercial District located within the northwest quadrant of the I-64 and MO 340 (Olive / Clarkson) Interchange (P.Z. 05-2019 Chesterfield Ridge Center {Parcels VII and VIII}).

(Second Reading) Planning Commission recommends approval.

Bill No. 3251 - Fienup Farms – Record Plat 7

An ordinance providing for the approval of a Record Plat and Escrow Agreements for the Fienup Farms Plat 7, a 5.34 acre tract of land zoned "PUD" Planned Unit Development on the north side of Wild Horse Creek Road east of its intersection with Kehrs Mill Road and west of its intersection with Baxter Road.

(First & Second Readings) Planning Commission recommends approval.

Bill No. 3252 - Chesterfield Community Church – Boundary Adjustment Plat

An ordinance providing for the approval of a Boundary Adjustment Plat for the consolidation of two parcels to create one 8.47 acre tract of land, zoned "NU" Non-Urban District and "R-2" Residence District, and located on the eastern corner of the intersection of Olive Boulevard and Ladue Road.

(First & Second Readings) Department of Planning & Development Services recommends approval.

AN ORDINANCE AMENDING SECTION I. OF ATTACHMENT 'A' OF CITY OF CHESTERFIELD ORDINANCE 3026 BY REPEALING SECTION I.10.C OF ATTACHMENT 'A' OF ORDINANCE 3026 AND ENACTING IN LIEU THEREOF A NEW SECTION TO BE KNOWN AS SECTION I.10.C WITHIN A "C-8" PLANNED COMMERCIAL DISTRICT LOCATED WITHIN THE NORTHWEST QUADRANT OF THE I-64 AND MO 340 (OLIVE / CLARKSON) INTERCHANGE (P.Z. 05-2019 CHESTERFIELD RIDGE CENTER {PARCELS VII AND VIII}).

WHEREAS, in response to P.C. 141-79 Chesterfield Village – Sachs Properties, Inc., St. Louis County approved Ordinance 9,476 on November 23, 1979, which authorized a "C-8" Planned Commercial District development, which was subsequently amended by St. Louis County Ordinance 10,842 on November 24, 1982; and,

WHEREAS, St. Louis County approved ordinance 13,756 on February 16, 1988 which removed Parcel V, building group E from the conditions of the prior ordinances; and,

WHEREAS, in response to correspondence from Sachs Properties, requesting an amendment in the location of the permitted uses in Building Groups D and I, specifically hotels, the City of Chesterfield approved ordinance number 1266 on May 19, 1997; and,

WHEREAS, in response to P.C. 141-79, the City of Chesterfield approved ordinance 1358 on December 18, 1997 to allow for flexibility in the location of allowable square footage in building groups G and H, and to allow revision in the location of an office building in relationship to Chesterfield Parkway North for building group G; and,

WHEREAS, in response to a petition filed by Sachs Properties, the City of Chesterfield approved ordinance 2685 on January 4, 2012 to permit a Commercial Industrial Design Development procedure to allow shifting of uses between building groups A and B; and,

WHEREAS, in response to a petition filed by Chesterfield Village, Inc., the City of Chesterfield approved ordinance 2723 on September 19, 2012 repealing previous ordinances to consolidate development requirements and allow modifications to building height, density and amendment to the building groups on Parcels III and IV; and,

WHEREAS, in response to a petition filed by Chesterfield Village, Inc., the City of Chesterfield approved Ordinance 2916 on October 19, 2016 to consolidate building groups F, G, and H; to modify allocation of existing uses and modification of density as it pertains to building groups F, G, and H; and,

WHEREAS, in response to a petition filed by Chesterfield Village, Inc., the City of Chesterfield approved Ordinance 3026 on November 19, 2018 to add additional permitted uses for building group I and to modify the development criteria pertaining to these additional uses; and

WHEREAS, Chesterfield Village, Inc. has filed a new petition to modify the signage allocation for Parcels VII and VIII which encompass building groups F, G, H and I; and

WHEREAS, a Public Hearing was held before the Planning Commission on April 22, 2019; and,

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

WHEREAS, the City Council, having considered said request voted to approve the ordinance amendment request as recommended by the Planning Commission.

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

Section 1. Section I.10.c of Attachment 'A' of City of Chesterfield Ordinance 3026 is repealed and in lieu thereof the following is adopted:

I. General Conditions

10. The following shall regulate all signs for the "C-8" development:

- c. Parcels VII and VIII shall be limited to a maximum of five (5) freestanding monument signs with the size and height to comply with the Unified Development Code. The location of said signs shall be as approved on the Site Development Section Plans.

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 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 Chesterfield Village Inc., in P.Z. 05-2019, 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 22nd day of April 2019, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this _____ day of _____, 2019.

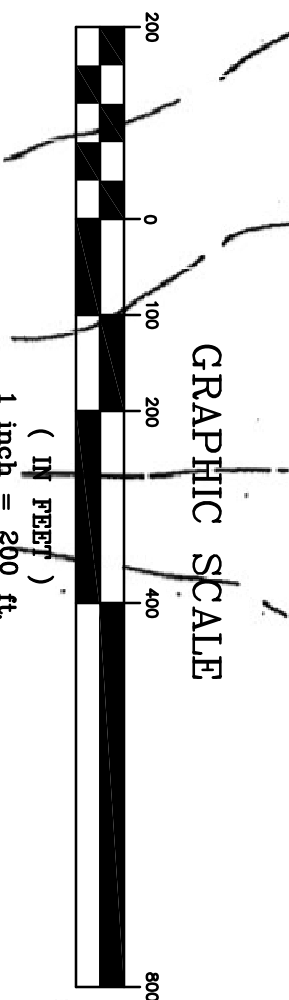
PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 05/06/2019



Sachs Properties Inc. Developer

~~FILE COPY~~

*Recreation facilities will be located in either Group K or L or both. Facilities will consist of a swimming pool, 2 tennis courts and a 3,000 SF building.

Civil Engineer
Stock & Associates
Consulting Engineers, Inc.

2199 INNERBELT BUSINESS CENTER DRIVE
SAINT LOUIS, MISSOURI 63114
Ph 314.429.5100 Fx 314.429.3137

GEORGE M. STOCK E-2511
CIVIL ENGINEER

Project Address
16600 SWINGLEY RIDGE ROAD
CHESTERFIELD, MO

Description	Date
ISSUE DATE	05.21.14
REVISIONS PER CITY	05.28.14

2

Memorandum

Department of Planning & Development Services



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning and Development Services **JW**

Date: May 20, 2019

RE: **Fienup Farms (Record Plat 7)**: Record Plat 7 of the 223 acre development known as Fienup Farms located north of Wild Horse Creek Road and east of Long Road.

Summary

Wild Horse Residential, LLC has submitted a request for the seventh Record Plat in conjunction with the development of the 223 acres zoned “PUD” Planned Unit Development located on the north side of Wild Horse Creek Road approximately 3,250 feet east of its intersection with Kehrs Mill Road and 4,400 feet west of its intersection with Baxter Road. On March 4, 2019 City Council approved the first six Record Plats that established 111 of the 223 total lots. This request is solely for the seventh (Record Plat 7) of the 223 acre development.

Figure 1 on the following page is an image that outlines all six plats included in Phase 1 along with the additional Plat 7 with the associated improvements for each plat. Table 1 below Figure 1 identifies each plat, provides the number of lots contained in each plat, followed by a brief description of that plat.

On May 13, 2019, the Planning Commission recommended approval of Record Plat 7 within the Subdivision of Fienup Farms with a vote of 8-0.

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

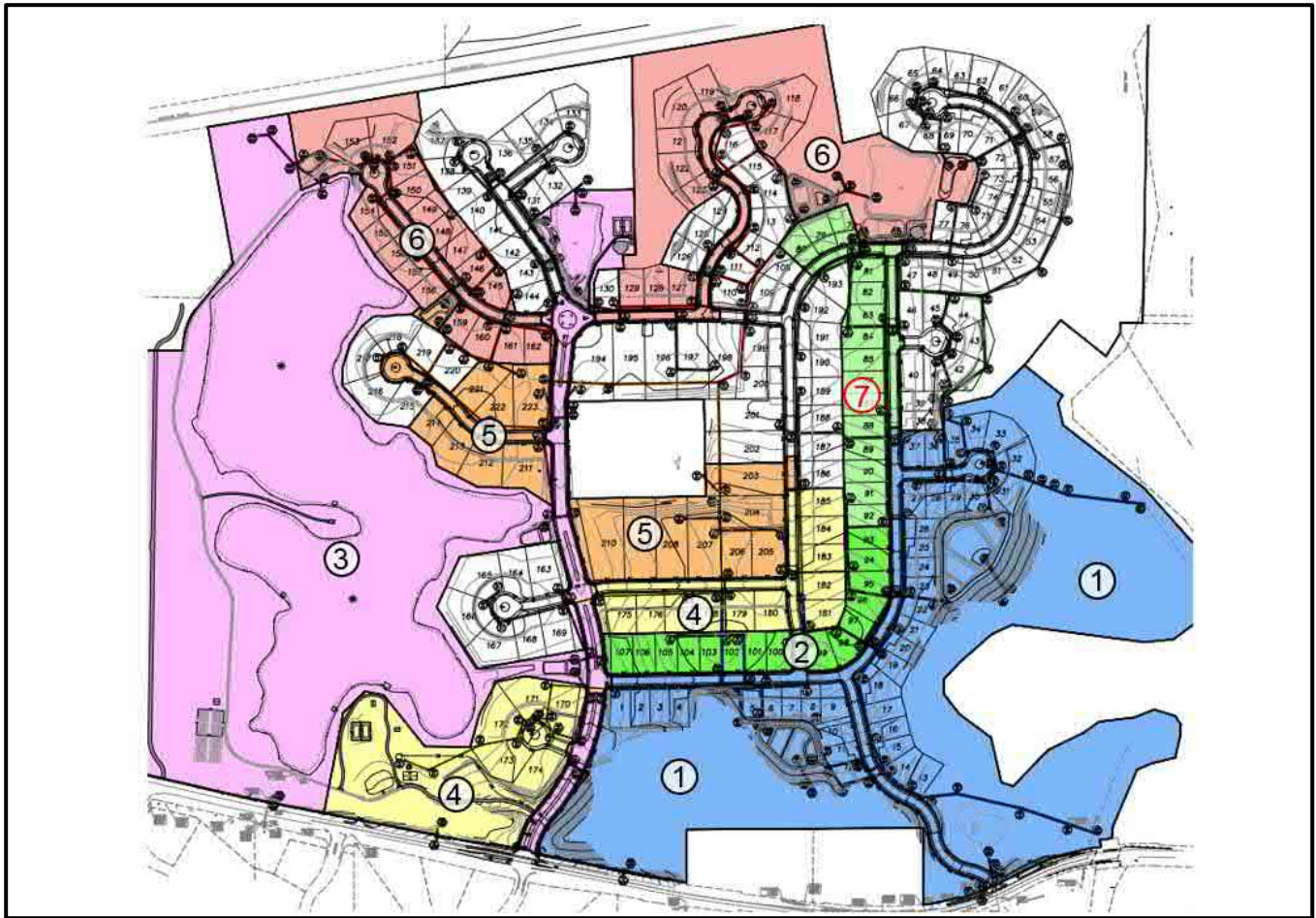


Figure 1: Plats and Associated Improvements

Record Plat	Lots	Description
Plat 1	37	Southeastern lots including east entrance
Plat 2	15	Directly north of Plat 1 with lots ranging from 15,300 - 18,634 SF
Plat 3	0	Includes Fienup Farms BLVD/west entrance, the entire lake, and western and northern amenities
Plat 4	16	Southwestern and southcentral lots including some amenities close to the west entrance
Plat 5	15	Primarily in the center of the site with the largest lots of phase 1 from 16,186 - 41,744 SF
Plat 6	28	Northern edge of phase 1 including amenities in the northeast
Plat 7	15	Directly north of Plat 2 continuing north along Fienup Lakes Drive

Table 1: Plat Description

BILL NO. ³²⁵¹_____

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE FIENUP FARMS PLAT 7, A 5.34 ACRE TRACT OF LAND ZONED “PUD” PLANNED UNIT DEVELOPMENT ON THE NORTH SIDE OF WILD HORSE CREEK ROAD EAST OF ITS INTERSECTION WITH KEHRS MILL ROAD AND WEST OF ITS INTERSECTION WITH BAXTER ROAD.

WHEREAS, Wild Horse Residential, LLC has submitted for review and approval a Record Plat for the Fienup Farms subdivision; and,

WHEREAS, the purpose of said Record Plat is to subdivide a 5.34 acre tract of land into fifteen (15) residential lots; and,

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

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

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

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

Section 1. The Record Plat for the Fienup Farms 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 _____, 2019.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 05/20/2019

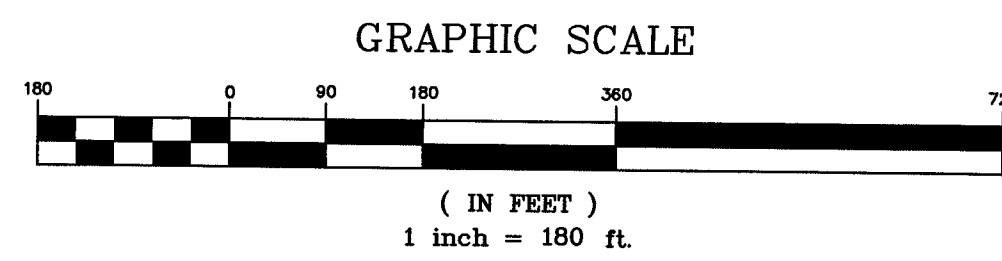
FIENUP FARMS PLAT SEVEN

A TRACT OF LAND BEING PART OF ADJUSTED TRACT "A" OF FIENUP TRACT - BOUNDARY ADJUSTMENT PLAT
RECORDED IN PLAT BOOK 366, PAGES 195-198, LOCATED IN U.S. SURVEYS 125 AND 2031,
TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.
ZONED "PUD" PLANNED UNIT DEVELOPMENT, ORDINANCE NO. 2971

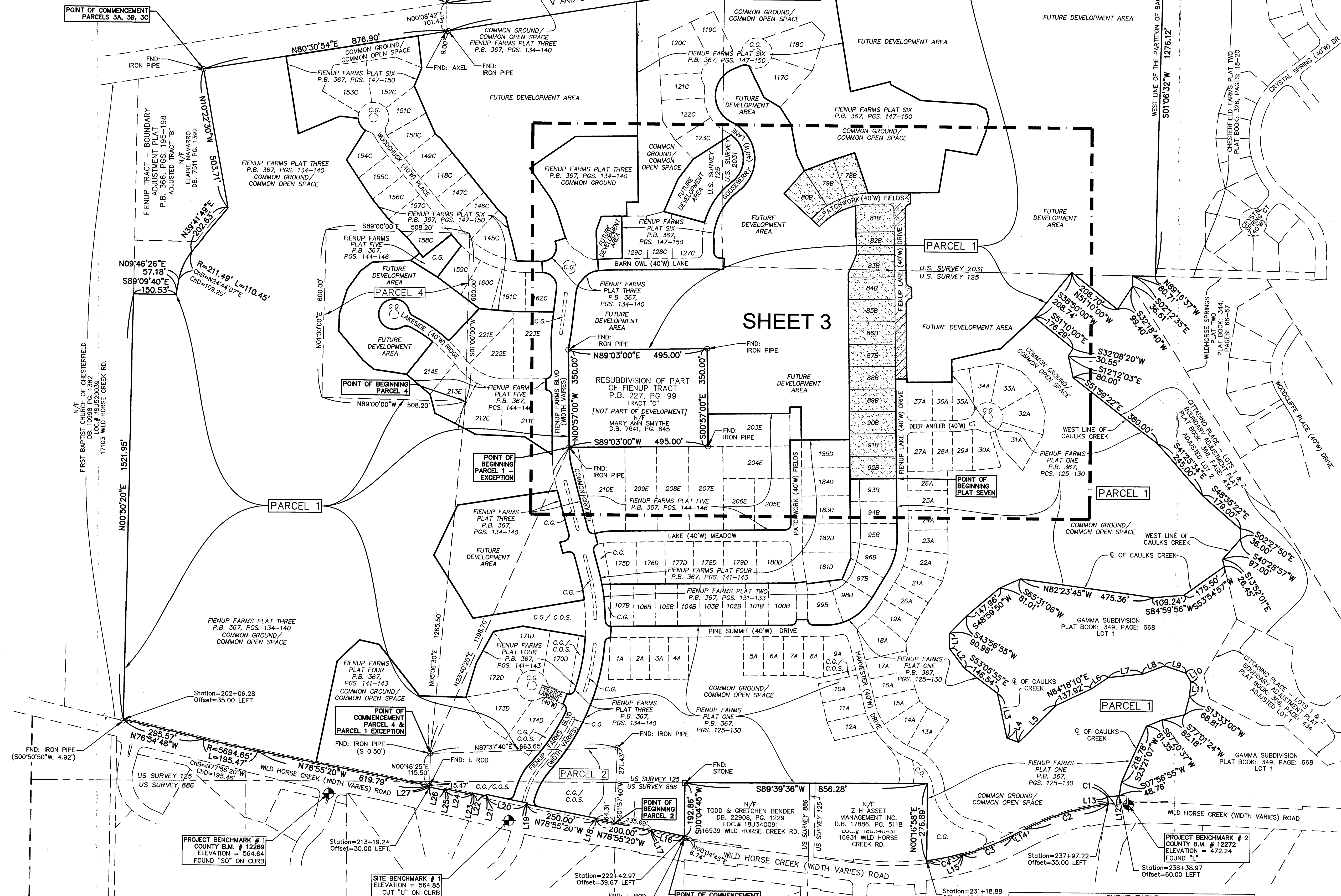
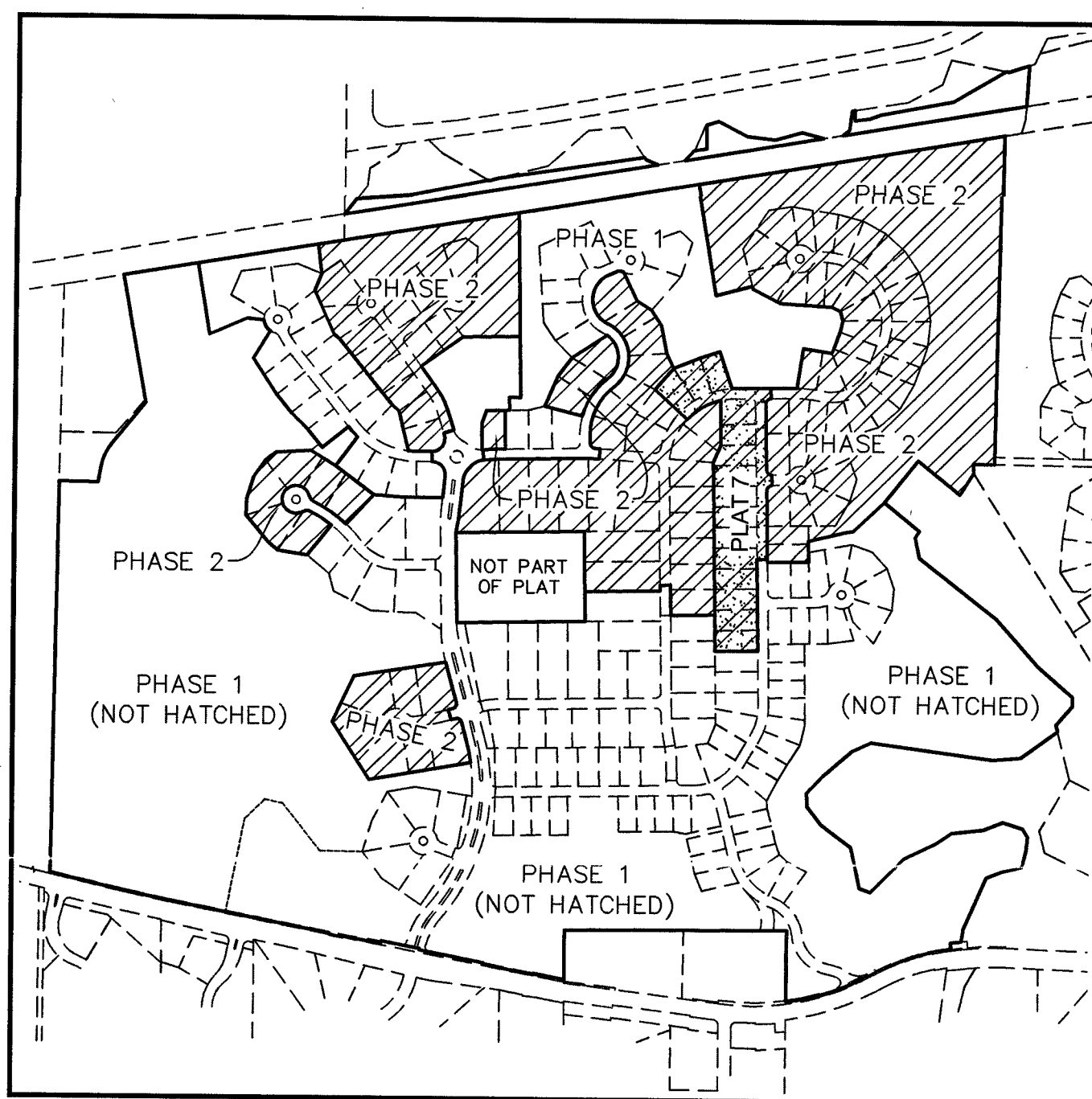
NOTE: SEE SHEET 3 FOR
CORRESPONDING STATE PLANE
COORDINATES AND ASSOCIATED
REFERENCED LABELS.

STATE PLANE COORDINATES	NORTHING	EASTING
A	313453.811	241489.855
B	313453.149	241439.572
C	313676.834	241436.628
D	313697.677	241445.498
E	313750.520	241444.800
F	313727.807	241405.670
G	313763.105	241367.743
H	313788.386	241389.480
I	313800.596	241420.526
J	313808.326	241443.649
K	313764.664	241458.246
L	313764.760	241461.377
M	313765.322	241504.041
N	313753.132	241504.202
O	313746.956	241498.187
P	313668.462	241499.221
Q	313662.447	241505.396
R	313650.257	241505.556
S	313644.082	241499.542
T	313562.436	241500.617
U	313562.275	241488.427

LINE #	LENGTH	BEARING
L28	9.35'	S34°01'59"E
L29	51.70'	S87°08'01"E
L30	52.19'	N42°34'37"E
L31	49.14'	N80°33'51"E
L32	92.80'	N00°10'44"E
L33	48.65'	N74°01'17"E
L34	124.98'	S62°30'31"E
L35	107.98'	S83°30'42"E
L36	107.72'	N74°28'01"E
L37	85.58'	S75°14'42"E
L38	33.25'	N50°38'14"E
L39	75.30'	N07°36'07"E
L40	11.29'	N81°00'40"E
L41	39.57'	S00°10'44"W
L42	55.84'	N82°24'32"E
L43	46.72'	N71°02'54"E
L44	11.11'	S78°08'20"E
L45	83.74'	N71°32'34"E



DEVELOPMENT PHASE DETAIL
SCALE: 1 in = 600 ft



LINE #	LENGTH	BEARING
L16	120.54'	N78°55'20"W
L17	5.00'	S11°04'40"W
L18	5.00'	N11°04'40"E
L19	5.00'	N11°04'40"E
L20	150.00'	N78°55'20"W
L21	5.00'	S11°04'40"W
L22	5.00'	N78°55'20"W
L23	5.00'	S11°04'40"W
L24	100.00'	N78°55'20"W
L25	5.00'	S11°04'40"W
L26	52.58'	N78°55'20"W
L27	5.08'	N00°46'25"E

CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
C1	5.60'	879.02'	S82°38'14"W	5.60'	000°21'54"
C2	307.57'	854.02'	S22°28'14"W	305.92'	020°38'06"
C3	188.15'	820.37'	S89°02'33"W	187.82'	011°42'45"
C4	131.75'	915.37'	S77°53'43"W	131.63'	008°14'48"

LINE #	LENGTH	BEARING
L1	54.83'	S01°35'57"E
L2	37.39'	S72°25'53"E
L3	163.97'	S12°31'43"E
L4	44.57'	S70°22'17"E
L5	185.44'	N44°26'07"E
L6	72.15'	N54°56'38"E
L7	123.88'	N83°32'21"E
L8	81.25'	N84°43'16"E
L9	80.37'	S72°03'00"E
L10	36.22'	S31°16'45"E
L11	51.53'	S05°05'09"W
L12	36.53'	S83°08'11"W
L13	25.00'	S07°12'43"E
L14	52.12'	S82°05'11"W
L15	5.22'	N00°30'40"E

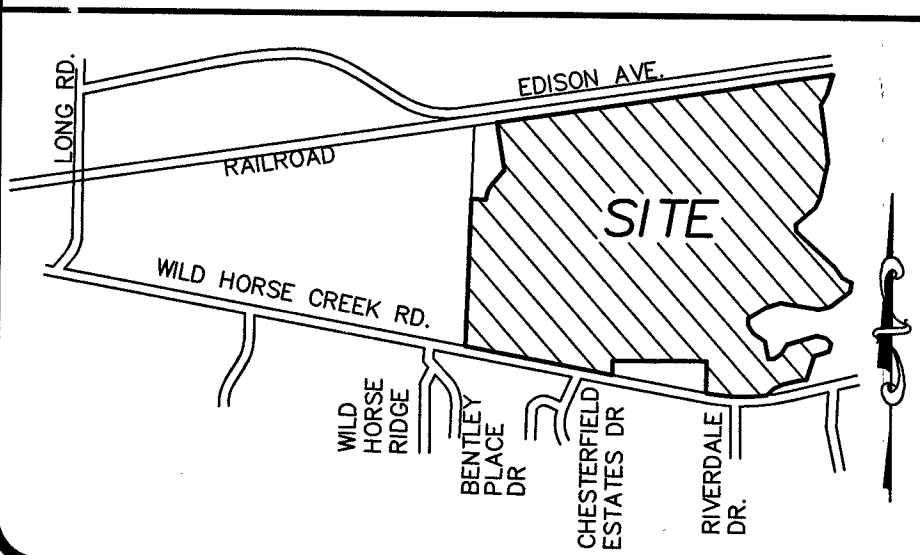
LEGEND:

- ▲ = PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (5/8" I.R.O.D. W/ ALUMINUM CAP)
- = SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (1/2" I.R.O.D. W/ PLASTIC CAP) OR CUT CROSS
- = FOUND PERMANENT MONUMENT
- = FOUND SEMI-PERMANENT MONUMENT
- FND. = FOUND
- P.W.T. = PAVEMENT
- T.S.C.L. = TEMPORARY SLOPE AND CONSTRUCTION LICENSE
- H.O.A. = HOMEOWNERS' ASSOCIATION
- 5237 = ADDRESS
- ± = FOUND CROSS
- ↓ = FOUND ANCHOR
- ⊙ = BENCHMARK
- C.G. = COMMON GROUND
- C.O. = COMMON OPEN SPACE
- ESMT. = EASEMENT
- BLDG. = BUILDING
- TEMP. = TEMPORARY
- S.F. = SQUARE FEET

HATCHING LEGEND:

- PUBLIC RIGHT-OF-WAY =
- PLAT 7 LIMITS =
- PHASE 2 LIMITS =

LOCATION MAP



THE STERLING CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-487-0440 Fax 314-487-8944
www.sterling-eng-survey.com

DRAWN BY: GFS
CHECKED BY: JAH
JOB NO.: 14-06-196

MSD P# - MULTIPLE
DATE: APR. 11, 2019
FIENUP FARMS PLAT SEVEN

SURVEYOR'S CERTIFICATE:

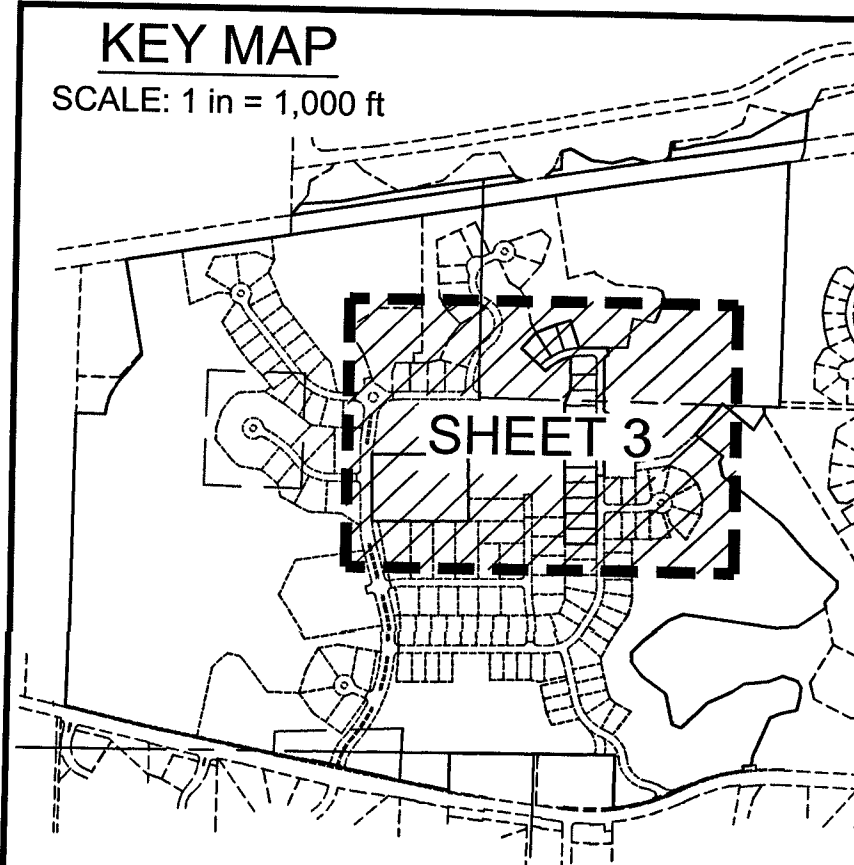
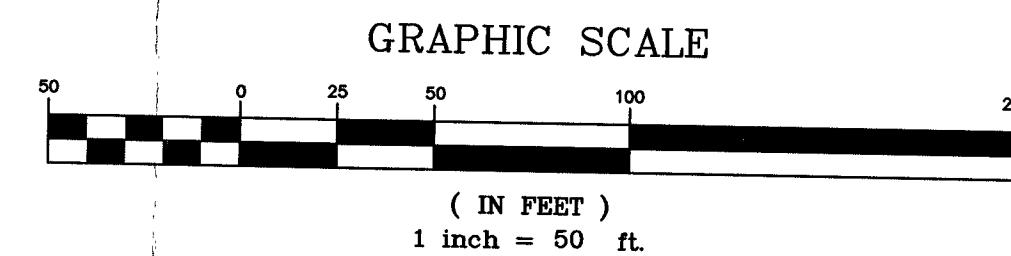
SEE SHEET 1 OF 3 FOR CERTIFICATION.

THE STERLING COMPANY
NO REG. 307-D

JAMES A. HENSON, P.L.S. - VICE PRESIDENT
NO. REG. L.S. #200717893

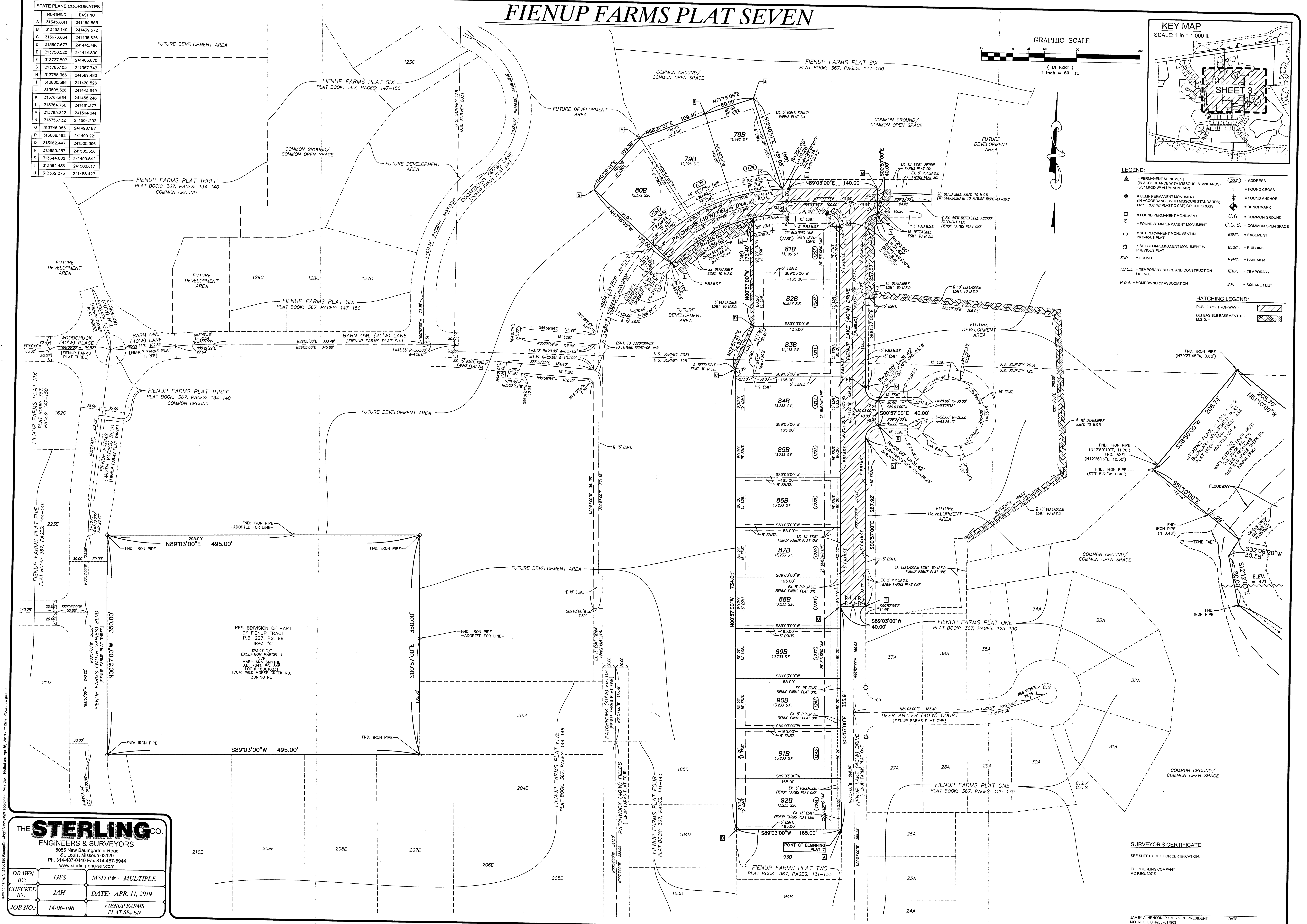
FIENUP FARMS PLAT SEVEN

STATE PLANE COORDINATES		
	NORTHING	EASTING
A	313453.811	241489.855
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C	313676.834	241436.626
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F	313727.807	241405.670
G	313763.105	241367.743
H	313788.386	241388.480
I	313800.596	241420.526
J	313808.326	241443.649
K	313764.664	241458.246
L	313764.760	241461.377
M	313765.322	241504.041
N	313753.132	241504.202
O	313746.956	241498.187
P	313668.482	241499.221
Q	313662.447	241505.396
R	313650.257	241505.556
S	313644.082	241499.542
T	313662.436	241500.617
U	313662.275	241488.427



- LEGEND:
- ▲ = PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (5/8" IRON W/ ALUMINUM CAP)
 - = SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (1/2" IRON W/ PLASTIC CAP) OR CUT CROSS
 - = FOUND PERMANENT MONUMENT
 - = FOUND SEMI-PERMANENT MONUMENT
 - = SET PERMANENT MONUMENT IN PREVIOUS PLAT
 - ⊙ = SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT
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 - ESMT. = EASEMENT
 - BLDG. = BUILDING
 - P.W.M.T. = PAVEMENT
 - TEMP. = TEMPORARY
 - S.F. = SQUARE FEET

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





COMMERCE BANK
CLS LETTERS OF CREDIT
811 MAIN, 8TH FLOOR
PO BOX 419248
KANSAS CITY, MO 64105

SWIFT: CKBCUS44
FAX: (816) 234-1871
PHONE: (816) 234-1718

DATE OF ISSUE: 4/25/2019

IRREVOCABLE LETTER OF CREDIT NO. SLC00005488

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Sirs:

We hereby establish in favor of the CITY of CHESTERFIELD, upon the application of and for the account of Wild Horse Residential, LLC, 5091 Baumgartner Rd, Saint Louis, MO 63129-2821 (the "Account Party") our Transferable Irrevocable Standby Letter of Credit (the "Letter of Credit") in the amount of \$414,551.06 (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 Fienup Farms Construction Escrow Plat 7 (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 8000 Forsyth, 1st Floor, Clayton, MO 63105 Attention: LC Payment Request (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 April 25, 2021 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



Page...3

Wild Horse Residential, LLC

SLC00005488

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 April 25, 2024.

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 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00005488

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 E, 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.

EXHIBIT A

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "A" DRAWING

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: Your Letter of Credit No. _____
in favor of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of the City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (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 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: _____
Planning & Development Services Director

EXHIBIT B

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "B" DRAWING

Date: _____

Commerce Bank,
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

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 Commerce Bank (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 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 _____, _____.

City of Chesterfield, Missouri

By _____
Planning & Development Services Director

EXHIBIT C

TO LETTER OF CREDIT

FORM OF NOTICE OF EXPIRATION

Date: _____

City of Chesterfield
690 Chesterfield Parkway W
Chesterfield, Missouri 63017

Attention: Planning & Development Services Director

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-referenced 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,
Commerce Bank

By: _____
Authorized Officer

cc: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT D

TO LETTER OF CREDIT

FORM OF REDUCTION CERTIFICATE

City of Chesterfield

690 Chesterfield Parkway West

Chesterfield, Missouri 63017

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

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 _____
Planning & Development Services Director

Cc: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

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: _____
Planning & Development Services Director

Enclosures: Letter of Credit

Cc: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT F

TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor
of the 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 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 _____
Planning & Development Services Director

Enclosures: Letter of Credit, if applicable

cc: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT G

TO LETTER OF CREDIT

SIGHT DRAFT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

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: _____

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
Wild Horse Residential, LLC
_____, herein called DEVELOPER,
Commerce 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
Fienup Farms (Plat 7)
_____ in accordance with
Ordinance No. ²⁹⁷¹_____, 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
Four hundred fourteen thousand five hundred fifty-one _____ DOLLARS
(\$^{414,551.06}_____), lawful money of the United States of America; and

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

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

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

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of Four hundred fourteen thousand five hundred fifty-one, DOLLARS (\$ 414,551.06) 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 Fienup Farms (Plat 7) 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

RECEIVED

APR 18 2019

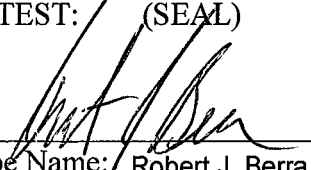
City of Chesterfield
Department of Public Services

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

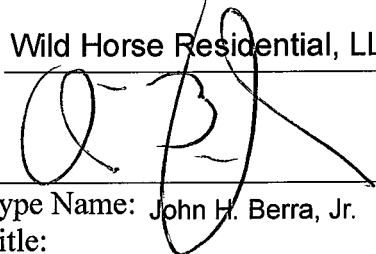
seals the ____ day of _____, 20____.

ATTEST: (SEAL)


Type Name: Robert J. Berra
Title: Treasurer

DEVELOPER: Wild Horse Residential, LLC

BY:

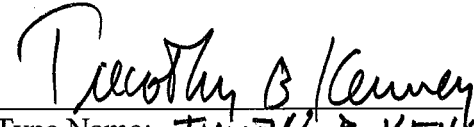

Type Name: John H. Berra, Jr.
Title: Pres. of JHB Properties, Inc; authorized person
Firm Address:
5091 New Baumgartner Road
St. Louis, MO 63129

ATTEST: (SEAL)


Type Name: J. Fischer Turgay
Title: AUP

ESCROW HOLDER: Commerce Bank

BY:


Type Name: TIMOTHY B KENNEY
Title: S.U.P.
Firm Address:
8000 Forsyth Blvd
Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning and Development Services

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

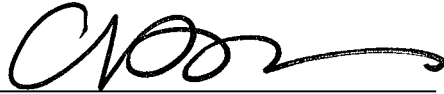
NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

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

On this 12th day of APRIL, 2019, before me appeared
TIMOTHY B KENNEY, to me personally known, who, being by me duly
sworn, did say that he/she is the SVP (title) of
Commerce Bank (name of bank), a
MO Bank Company (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 HE (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.



Notary Public

My Commission Expires:

9/15/19



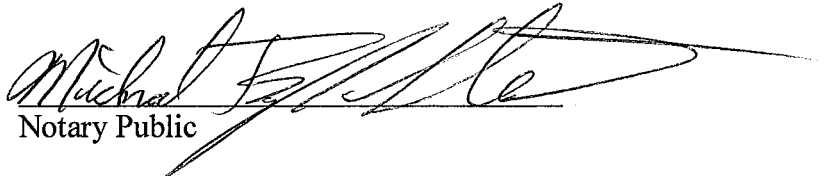
CRYSTAL PHAM
My Commission Expires
September 15, 2019
St. Louis County
Commission #15637875

LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 11th day of April, 2019, before me appeared John H. Berra, Jr. (name) to me personally known, who, being by me duly sworn, did say that he/she is the President (title or Executing Official) of JHB Properties, Inc; authorized person, 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 authorized person, (President or title of chief officer), John H. Berra, Jr. (name) as authorized person (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 11th day of April, 2019.


Notary Public

My Commission Expires: 9/18/21

MICHAEL TAYLOR STUART
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR ST. LOUIS COUNTY
MY COMMISSION EXPIRES: 9/18/2021
COMMISSION # 17304977

EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: Fienup Farms
 PLAT: 7
 SUBDIVISION CODE: 330
 NO. LOTS: 15
 DATE OF PLAT APPROVAL: TBD

DEVELOPER: Wild Horse Residential LLC

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS			\$148,918.66	\$0.00 \$0.00	0	\$148,918.66	100
SIDEWALKS			\$12,308.23	\$0.00 \$0.00	0	\$12,308.23	100
STREET SIGNS			\$495.00	\$0.00 \$0.00	0	\$495.00	100
STREET TREES			\$0.00	\$0.00 \$0.00	0	\$0.00	0
SANITARY SEWER AND PUMP STATIONS			\$35,352.90	\$0.00 \$0.00	0	\$35,352.90	100
STORM SEWER			\$44,562.87	\$0.00 \$0.00	0	\$44,562.87	100
GRADING			\$46,396.90	\$0.00 \$0.00	0	\$46,396.90	100
DETENTION & WQ			\$0.00	\$0.00 \$0.00	0	\$0.00	0
EROSION CONTROL			\$8,320.40	\$0.00 \$0.00	0	\$8,320.40	100
SILTATION CONTROL			\$5,682.60	\$0.00 \$0.00	0	\$5,682.60	100
COMMON GROUND SEED AND ISLAND SODDING			\$0.00	\$0.00 \$0.00	0	\$0.00	0
MONUMENTATION			\$3,003.00	\$0.00 \$0.00	0	\$3,003.00	100
RETAINING WALLS			\$0.00	\$0.00 \$0.00	0	\$0.00	0
STREET LIGHTS			\$3,388.00	\$0.00 \$0.00	0	\$3,388.00	100
WATER MAINS			\$106,122.50	\$0.00 \$0.00	0	\$106,122.50	100
FENCE			\$0.00	\$0.00 \$0.00	0	\$0.00	0
MISC. REQ. IMPROVMENTS			\$0.00	\$0.00 \$0.00	0	\$0.00	0
TOTALS			\$414,551.06	\$0.00	0	\$414,551.06	100



COMMERCE BANK
CLS LETTERS OF CREDIT
811 MAIN, 8TH FLOOR
PO BOX 419248
KANSAS CITY, MO 64105

SWIFT: CKBCUS44
FAX: (816) 234-1871
PHONE: (816) 234-1718

DATE OF ISSUE: 4/25/2019

IRREVOCABLE LETTER OF CREDIT NO. SLC00005487

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Sirs:

We hereby establish in favor of the CITY of CHESTERFIELD, upon the application of and for the account of Wild Horse Residential, LLC, 5091 Baumgartner Rd, Saint Louis, MO 63129-2821 (the "Account Party") our Transferable Irrevocable Standby Letter of Credit (the "Letter of Credit") in the amount of \$41,455.11 (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 Fienup Farms Project Maintenance Escrow Plat 7 (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

Page...2

Wild Horse Residential, LLC
SLC00005487

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 8000 Forsyth, 1st Floor, Clayton, MO 63105 Attention: LC Payment Request (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 April 25, 2021 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



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Wild Horse Residential, LLC

SLC00005487

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 April 25, 2025.

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 8000 Forsyth, 1st Floor, Clayton, MO 63105, Attention: Letter of Credit Department specifically referring thereon to Irrevocable Letter of Credit No. SLC00005487.

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 E, 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.

EXHIBIT A

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "A" DRAWING

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

RE: Your Letter of Credit No. _____
in favor of the City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of the City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Commerce Bank (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 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: _____
Planning & Development Services Director

EXHIBIT B

TO LETTER OF CREDIT

FORM OF CERTIFICATION FOR "B" DRAWING

Date: _____

Commerce Bank,
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

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 Commerce Bank (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 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 _____, _____.

City of Chesterfield, Missouri

By _____
Planning & Development Services Director

EXHIBIT C

TO LETTER OF CREDIT

FORM OF NOTICE OF EXPIRATION

Date: _____

City of Chesterfield
690 Chesterfield Parkway W
Chesterfield, Missouri 63017

Attention: Planning & Development Services Director

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-referenced 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,
Commerce Bank

By: _____
Authorized Officer

cc: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT D

TO LETTER OF CREDIT

FORM OF REDUCTION CERTIFICATE

City of Chesterfield

690 Chesterfield Parkway West

Chesterfield, Missouri 63017

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

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 _____
Planning & Development Services Director

Cc: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

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: _____
Planning & Development Services Director

Enclosures: Letter of Credit

Cc: Wild Horse Residential LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT F

TO LETTER OF CREDIT

FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor
of the 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 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 _____
Planning & Development Services Director

Enclosures: Letter of Credit, if applicable

cc: Wild Horse Residential, LLC
5091 Baumgartner Rd
Saint Louis, MO 63129-2821

EXHIBIT G
TO LETTER OF CREDIT

SIGHT DRAFT

Date: _____

Commerce Bank
811 Main, 8th Floor
CLS Letters of Credit
Kansas City, Missouri 64105

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: _____

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
Wild Horse Residential, LLC
_____, herein called DEVELOPER,
Commerce 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
Fienup Farms (Plat 7)
_____ in accordance with
Ordinance No. ²⁹⁷¹_____, 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 Forty-one thousand four hundred fifty-five _____ DOLLARS
(\$ ^{41,455.11}_____), 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

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

RECEIVED

APR 18 2019

City of Chesterfield
Department of Public Services

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)

Type Name: Robert J. Berra
Title: Treasurer

DEVELOPER: Wild Horse Residential, LLC

BY:

Type Name: John H. Berra, Jr.
Title: Pres. of JHB Properties, Inc; authorized person

Firm Address:

5091 New Baumgartner Road

St. Louis, MO 63129

ATTEST: (SEAL)

Name: J. Fischer Turgan
Title: AVD

CREDIT HOLDER: Commerce Bank

BY:

Name: TIMOTHY B KENNEY
Title: SVP

Firm Address:

8000 Forsyth Blvd

Clayton, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY

Director of Planning and Development Services

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

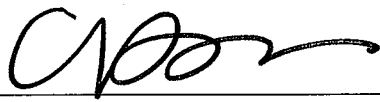
NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

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

On this 12th day of April, 2019, before me appeared
TIMOTHY B. KENNEY, to me personally known, who, being by me duly sworn, did say
that he/she is the S.V.P (title) of
Commerce Bank (name of bank), a
MO Bank Company (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 HE (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.



Notary Public

My Commission Expires:

9/15/19



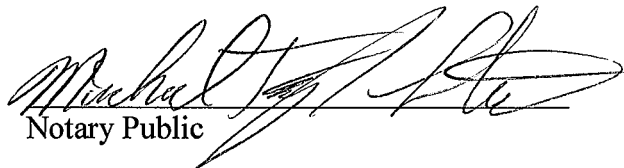
CRYSTAL PHAM
My Commission Expires
September 15, 2019
St. Louis County
Commission #15637875

LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 11th day of April, 2019, before me appeared
John H. Berra, Jr. (name) to me personally known, who, being by
me duly sworn, did say that he/she is the President (title or Executing
Official) of JHB Properties, Inc; authorized person, 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 authorized person, (President or title of chief officer),
John H. Berra, Jr. (name) as authorized person (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 11th day of April, 2019.


Notary Public

My Commission Expires: 9/18/21

MICHAEL TAYLOR STUART
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR ST. LOUIS COUNTY
MY COMMISSION EXPIRES: 9/18/2021
COMMISSION # 17304977

MAINTENANCE DEPOSIT

SUBDIVISION: Fienup Farms

PLAT: 7

SUB CODE: 330

DEVELOPER: Wild Horse Residential LLC

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

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$14,891.87			\$14,891.87
SIDEWALKS	\$1,230.82			\$1,230.82
STREET SIGNS	\$49.50			\$49.50
STREET TREES	\$0.00			\$0.00
SAN. SEWER	\$3,535.29			\$3,535.29
STORM SEWER	\$4,456.29			\$4,456.29
GRADING	\$4,639.69			\$4,639.69
DETENTION & WQ	\$0.00			\$0.00
EROSION CONTROL	\$832.04			\$832.04
SILTATION CONTROL	\$568.26			\$568.26
COMMON GR. SEED	\$0.00			\$0.00
MONUMENTATION	\$300.30			\$300.30
RETAINING WALL	\$0.00			\$0.00
STREET LIGHTS	\$338.80			\$338.80
WATER MAINS	\$10,612.25			\$10,612.25
FENCE	\$0.00			\$0.00
MISC. REQUIRED IMP.	\$0.00			\$0.00
TOTALS	\$41,455.11		\$0.00	\$41,455.11

City Council Memorandum

Department of Planning & Development Services



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning and Development Services **JW**

Date: May 10, 2019

CC Date: May 20, 2019

Re: **Trails West Village of Green Trails (Chesterfield Community Church) Boundary Adjustment Plat:** A Boundary Adjustment Plat for the consolidation of two tracts of land totaling 8.47 acres, zoned "NU" Non-Urban District and "R-2" Residence District located at the eastern corner of the intersection of Olive Boulevard and Ladue Road (17R510320).

Civil Engineering Design Consultants (CEDC), on behalf of Chesterfield Community Church, has submitted for review and approval a Boundary Adjustment Plat for the consolidation of two parcels totaling 8.47 acres; Parcel One zoned "NU" Non-Urban District and "R-2" Residence District and Parcel Two zoned "NU" Non-Urban District at 14647 Ladue Road.

The purpose of said Boundary Adjustment Plat is to consolidate Parcel One and Parcel Two into one large parcel to be known as Lot 1A. This plat is also in conjunction with an Amended Site Development Section Plan approved December 10, 2018 for the expansion of Chesterfield Community Church.

Attached to the legislation, please find a copy of the Boundary Adjustment Plat.

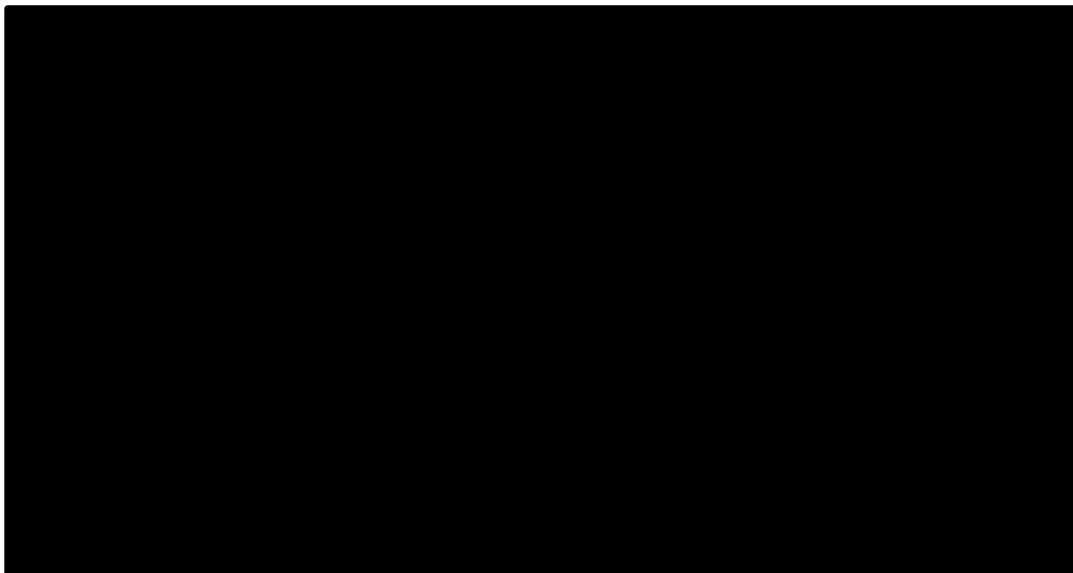


Figure 1: Aerial Photograph

BILL NO. 3252

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR THE CONSOLIDATION OF TWO PARCELS TOTALING 8.47 ACRES, ZONED "NU" NON-URBAN DISTRICT AND "R-2" RESIDENCE DISTRICT, AND LOCATED ON THE EASTERN CORNER OF THE INTERSECTION OF OLIVE BOULEVARD AND LADUE ROAD (17R510320).

WHEREAS, Civil Engineering Design Consultants, on behalf of Chesterfield Community Church, has submitted for review and approval a Boundary Adjustment Plat for the consolidation of two parcels totaling 8.47 acres, zoned "NU" Non-Urban District and "R-2" Residence District, and located at 14647 Ladue Road; and,

WHEREAS, the purpose of said Boundary Adjustment Plat is to consolidate Parcel One and Parcel Two into one large parcel to be known as Lot 1A; and,

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

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

Section 1. The Boundary Adjustment Plat for the consolidation of two parcels totaling 8.47 acres, which is made part hereof and attached hereto as Exhibit 1, is hereby approved; the owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

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

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

Passed and approved this _____ day of _____, 2019.

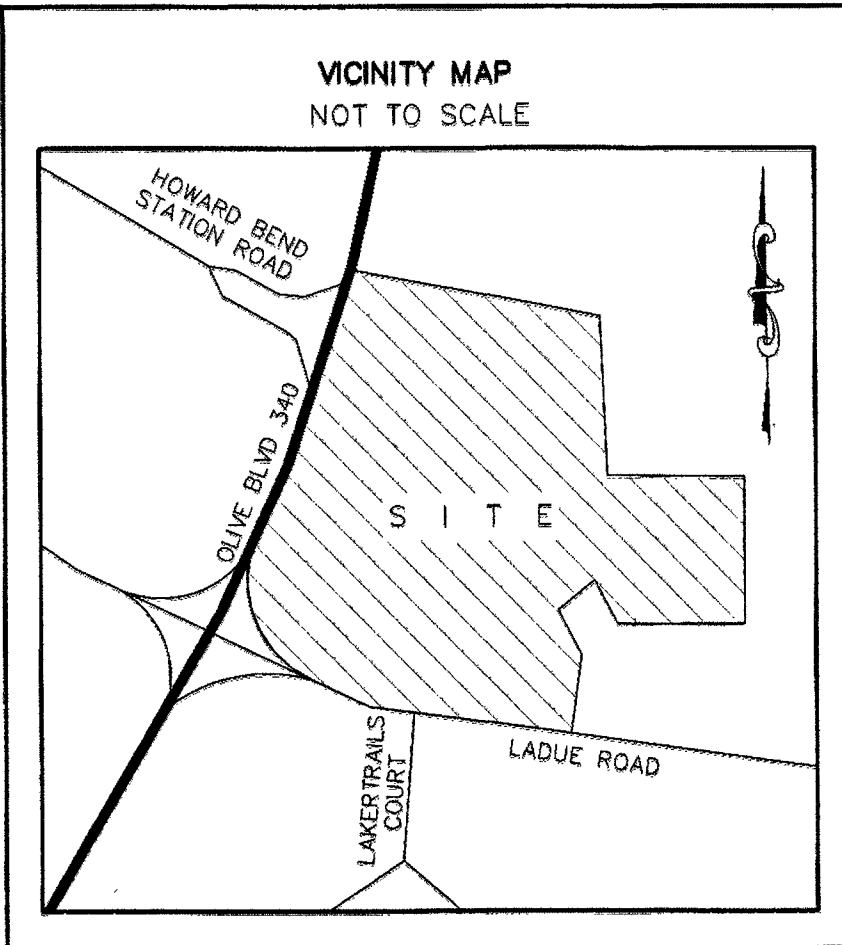
PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 05/20/2019



OWNER'S SCRIPT

WE, THE UNDERSIGNED, OWNERS OF A TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYOR STATEMENT HAVE CAUSED THE SAME TO BE CONSOLIDATED, WHICH SHALL HEREAFTER BE KNOWN AS "CONSOLIDATION OF LADUE/OLIVE"

CHESTERFIELD COMMUNITY CHURCH

NOTARY SCRIPT

STATE OF _____)
COUNTY OF _____)
ON THE _____ DAY OF _____, 20____, BEFORE ME APPEARED _____ TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT _____ IS/ARE THE _____ OF CHESTERFIELD COMMUNITY CHURCH, A NONPROFIT CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF MISSOURI, AND THAT THE FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF SAID CORPORATION BY THE AUTHORITY OF ITS MEMBERS, AND SAID OFFICE ACKNOWLEDGED SAID INSTRUMENT TO BE EXECUTED FOR THE PURPOSES THEREIN STATES OF THE FREE ACT AND DEED OF SAID CORPORATION.

CITY CLERK'S SCRIPT

THIS IS TO CERTIFY THAT THIS PLAT OF "LAUDE/OLIVE CONSOLIDATION" WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD BY ORDINANCE NUMBER _____ ON _____, 2019, AND THEREBY AUTHORIZES THE RECORDING OF THIS PLAT WITH THE OFFICE OF THE ST. LOUIS COUNTY RECORDER OF DEEDS.

CONSOLIDATED LAND DESCRIPTION

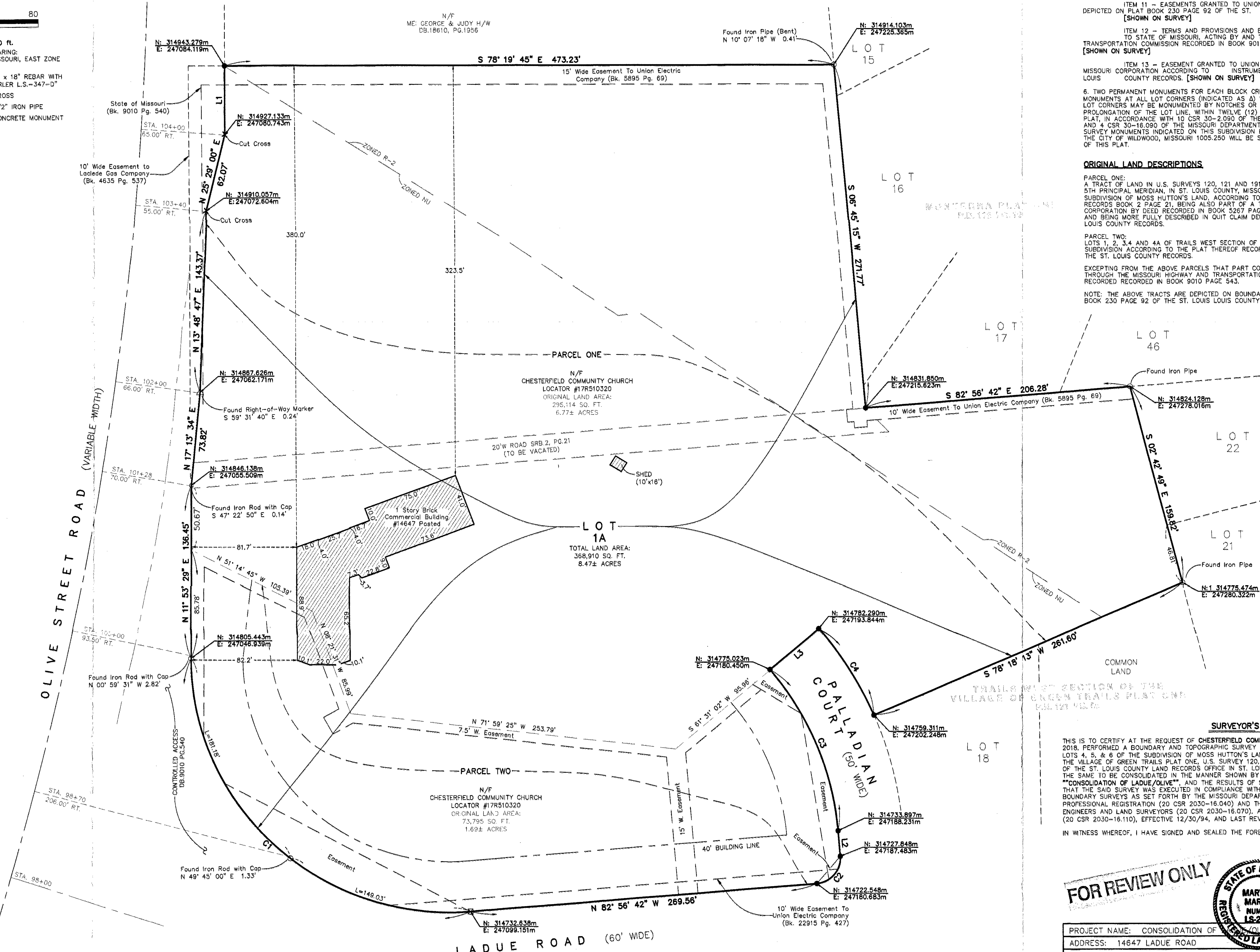
BOUNDARY ADJUSTMENT PLAT OF PART OF LOTS 4, 5, & 6 OF THE SUBDIVISION OF MOSS HUTTON'S LAND; LOTS 1, 2, 3, 4 & 4A OF TRAILS WEST SECTION OF THE VILLAGE OF GREEN TRAILS PLAT ONE, U.S. SURVEY 120, 121 & 1911, TOWNSHIP 45 NORTH, RANGE 4 EAST AS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHERN MOST CORNER OF LOT 1 OF LOTS 1, 2, 3, 4 AND 4A OF TRAILS WEST AS RECORDED IN PLAT BOOK 114 PAGES 18 THROUGH 21 OF THE ST. LOUIS COUNTY RECORDS; THENCE ALONG SAID EASTERN LINE OF OLIVE STREET ROAD THE FOLLOWING COURSES AND DISTANCES: NORTH 11 DEGREES 53 MINUTES 29 SECONDS EAST A DISTANCE OF 50.67 FEET; NORTH 17 DEGREES 13 MINUTES 34 SECONDS EAST A DISTANCE OF 73.82 FEET; NORTH 13 DEGREES 48 MINUTES 47 SECONDS EAST A DISTANCE OF 143.37 FEET; NORTH 25 DEGREES 29 MINUTES 00 SECONDS EAST A DISTANCE OF 62.07 FEET; NORTH 11 DEGREES 53 MINUTES 29 SECONDS EAST A DISTANCE OF 50.67 FEET; THENCE ALONG SAID SOUTH LINE OF OLIVE STREET ROAD THE FOLLOWING COURSES AND DISTANCES: SOUTH 08 DEGREES 45 MINUTES 15 SECONDS WEST A DISTANCE OF 271.77 FEET; SOUTH 82 DEGREES 56 MINUTES 42 SECONDS EAST A DISTANCE OF 206.28 FEET; SOUTH 02 DEGREES 42 MINUTES 49 SECONDS EAST A DISTANCE OF 159.82 FEET TO THE NORTH LINE OF TRAILS WEST SECTION OF THE VILLAGE OF GREEN TRAILS PLAT ONE AS RECORDED IN PLAT BOOK 121 PAGE 55 OF THE ST. LOUIS COUNTY RECORDS; THENCE ALONG SAID NORTH LINE OF TRAILS WEST SECTION OF THE VILLAGE OF GREEN TRAILS PLAT ONE SOUTH 78 DEGREES 18 MINUTES 13 SECONDS WEST A DISTANCE OF 261.60 FEET TO A POINT OF CURVATURE ON THE EAST LINE OF PALLADIAN COURT (50-FOOT WIDE); THENCE ALONG SAID PALLADIAN COURT (50-FOOT WIDE) THE FOLLOWING COURSES AND DISTANCES: NORTHERLY ALONG SAID THE ARC OF A CURVE TO THE LEFT WITH AN ARC LENGTH OF 80.57 FEET, A RADIUS OF 275.00 FEET WITH A CHORD BEARING OF NORTH 20 DEGREES 05 MINUTES 22 SECONDS WEST AND A CHORD LENGTH OF 80.28 FEET; SOUTH 61 DEGREES 31 MINUTES 02 SECONDS WEST A DISTANCE OF 50.00 FEET AND A POINT OF CURVATURE; SOUTHERLY ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 139.56 FEET, A RADIUS OF 225.00 FEET WITH A CHORD BEARING OF SOUTH 10 DEGREES 42 MINUTES 51 SECONDS EAST AND A CHORD LENGTH OF 137.51 FEET; SOUTH 07 DEGREES 03 MINUTES 18 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT OF CURVATURE; SOUTHWESTERLY ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 31.42 FEET, A RADIUS OF 20.00 FEET WITH A CHORD BEARING OF SOUTH 52 DEGREES 02 MINUTES 57 SECONDS WEST AND A CHORD LENGTH OF 28.28 FEET TO THE NORTHERLY LINE OF LADUE ROAD (60-FOOT WIDE); THENCE ALONG SAID NORTHERLY LINE OF LADUE ROAD (60-FOOT WIDE) THE FOLLOWING COURSES AND DISTANCES: NORTH 82 DEGREES 56 MINUTES 42 SECONDS WEST A DISTANCE OF 269.56 FEET TO A POINT OF CURVATURE; NORTHWESTERLY ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 330.21 FEET, A RADIUS OF 200.00 FEET WITH A CHORD BEARING OF NORTH 35 DEGREES 38 MINUTES 45 SECONDS WEST AND A CHORD LENGTH OF 283.96 FEET TO THE AFORESAID EASTERN LINE OF OLIVE STREET ROAD; THENCE ALONG SAID EASTERN LINE OF OLIVE STREET ROAD NORTH 11 DEGREES 53 MINUTES 29 SECONDS EAST A DISTANCE OF 65.78 FEET TO THE POINT OF BEGINNING AND HAVING AN AREA OF 368,910 SQUARE FEET OR 8.47 ACRES, MORE OR LESS.

STATE PLANE COORDINATES

THE STATE PLANE COORDINATES WERE OBTAINED BASED UPON THE MODOT GNSS NETWORK BROADCASTING NAD83 (2011) POSITIONS EPOCH 2010.00 FROM THE GEOGRAPHIC REFERENCE SYSTEM, REFERENCE STATION MOSI (N: 993579.273) AND (E: 831256.180).

GRID FACTOR: 0.9999085301

BOUNDARY ADJUSTMENT PLAT
CONSOLIDATION OF LADUE/OLIVE
BOUNDARY ADJUSTMENT PLAT OF PART OF LOTS 4, 5, & 6 OF THE SUBDIVISION OF MOSS HUTTON'S LAND; LOTS 1, 2, 3, 4 & 4A OF TRAILS WEST SECTION OF THE VILLAGE OF GREEN TRAILS PLAT ONE, U.S. SURVEY 120, 121 & 1911, TOWNSHIP 45 NORTH, RANGE 4 EAST
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI
ZONING: NU - NON URBAN DISTRICT & R2 - RESIDENCE DISTRICT



GENERAL NOTES

- THIS PLAT CONTAINS 8.47 +/- ACRES.
- BASIS OF BEARING IS GRID NORTH NAD 1983 MISSOURI, EAST ZONE.
- UNLESS OTHERWISE NOTED EASEMENTS SHOWN HEREON ARE PLOTTED FROM THE RECORD PLAT AND ARE CONSIDERED TO BE FOR PUBLIC UTILITIES.
- TITLE COMMITMENT PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO.: 18-229503-KEE
- ITEM 10 - EASEMENT GRANTED TO LACLEDE GAS COMPANY IN BOOK 4635 PAGE 537 AND DEPICTED ON PLAT BOOK 230 PAGE 92 OF THE ST. LOUIS COUNTY RECORDS. [SHOWN ON SURVEY]
- ITEM 11 - EASEMENTS GRANTED TO UNION ELECTRIC COMPANY IN BOOK 5895 PAGE 69 AND DEPICTED ON PLAT BOOK 230 PAGE 92 OF THE ST. LOUIS COUNTY RECORDS. [SHOWN ON SURVEY]
- ITEM 12 - TERMS AND PROVISIONS AND EASEMENTS DESCRIBED IN DEED TO STATE OF MISSOURI, ACTING BY AND THROUGH THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION RECORDED IN BOOK 9010 PAGE 540 OF THE ST. LOUIS COUNTY RECORDS. [SHOWN ON SURVEY]
- ITEM 13 - EASEMENT GRANTED TO UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI, A MISSOURI CORPORATION ACCORDING TO INSTRUMENT RECORDED IN BOOK 22915 PAGE 427 OF THE ST. LOUIS COUNTY RECORDS. [SHOWN ON SURVEY]
- TWO PERMANENT MONUMENTS FOR EACH BLOCK CREATED (INDICATED AS *) AND SEMI PERMANENT MONUMENTS AT ALL LOT CORNERS (INDICATED AS A) WILL BE SET, WITH THE EXCEPTION THAT THE FRONT LOT CORNERS MAY BE MONUMENTED BY NOTCHES OR CROSSES CUT IN CONCRETE PAVING ON THE PROLONGATION OF THE LOT LINE, WITHIN TWELVE (12) MONTHS AFTER THE RECORDING OF THIS SUBDIVISION PLAT, IN ACCORDANCE WITH 10 CSR 30-2.090 OF THE MISSOURI DEPARTMENT OF NATURAL RESOURCES AND 4 CSR 30-16.090 OF THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT, IN ADDITION, OTHER SURVEY MONUMENTS INDICATED ON THIS SUBDIVISION PLAT, REQUIRED BY THE SUBDIVISION ORDINANCE OF THE CITY OF WILDMOOD, MISSOURI 1005.250 WILL BE SET. TWO REQUIRED AND WILL BE SET UPON APPROVAL OF THIS PLAT.

ORIGINAL LAND DESCRIPTIONS

PARCEL ONE:
A TRACT OF LAND IN U.S. SURVEYS 120, 121 AND 1911 IN TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, IN ST. LOUIS COUNTY, MISSOURI BEING PART OF LOTS 4, 5 AND 6 OF THE SUBDIVISION OF MOSS HUTTON'S LAND, ACCORDING TO THE SURVEY THEREOF RECORDED IN SURVEYOR'S RECORDS BOOK 2 PAGE 21, BEING ALSO PART OF A TRACT CONVEYED TO GREENTRAILS MANAGEMENT CORPORATION BY DEED RECORDED IN BOOK 5267 PAGE 74 OF THE ST. LOUIS COUNTY MISSOURI RECORD AND BEING MORE FULLY DESCRIBED IN QUIT CLAIM DEED RECORDED IN BOOK 6398 PAGE 198 OF THE ST. LOUIS COUNTY RECORDS.

PARCEL TWO:
LOTS 1, 2, 3, 4 AND 4A OF TRAILS WEST SECTION OF THE VILLAGE OF GREEN TRAILS PLAT ONE, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 114 PAGES 18, 19, 20 AND 21 OF THE ST. LOUIS COUNTY RECORDS.

EXCEPTING FROM THE ABOVE PARCELS THAT PART CONVEYED TO STATE OF MISSOURI, ACTING BY AND THROUGH THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION, BY GENERAL WARRANTY DEED RECORDED IN BOOK 9010 PAGE 543.

NOTE: THE ABOVE TRACTS ARE DEPICTED ON BOUNDARY ADJUSTMENT PLAT FILED OF RECORDED IN PLAT BOOK 230 PAGE 92 OF THE ST. LOUIS COUNTY RECORDS.

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C1	200.00'	94°35'54"	330.21'
C2	20.00'	90°00'42"	31.42'
C3	225.00'	35°32'19"	139.56'
C4	275.00'	18°47'12"	80.57'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 11° 48' 40" E	54.12'
L2	S 07° 03' 18" W	20.00'
L3	S 61° 31' 02" W	50.00'

SURVEYOR'S STATEMENT

THIS IS TO CERTIFY AT THE REQUEST OF CHESTERFIELD COMMUNITY CHURCH, WE HAVE DURING THE MONTH OF JUNE, 2018, PERFORMED A BOUNDARY AND TOPOGRAPHIC SURVEY ON PART OF BOUNDARY ADJUSTMENT PLAT OF PART OF LOTS 4, 5, & 6 OF THE SUBDIVISION OF MOSS HUTTON'S LAND, LOTS 1, 2, 3, 4 & 4A OF TRAILS WEST SECTION OF THE VILLAGE OF GREEN TRAILS PLAT ONE, U.S. SURVEY 120, 121 & 1911 RECORDED IN PLAT BOOK 230 PAGE 92 OF THE ST. LOUIS COUNTY LAND RECORDS OFFICE IN ST. LOUIS COUNTY, MISSOURI, AND SUBSEQUENTLY CAUSED THE SAME TO BE CONSOLIDATED IN THE MANNER SHOWN BY THIS AND SHALL HEREAFTER BE KNOWN AS "CONSOLIDATION OF LADUE/OLIVE" AND THE RESULTS OF SAID SURVEY ARE REPRESENTED ON THIS DRAWING. THAT THE SAID SURVEY WAS EXECUTED IN COMPLIANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS SET FORTH BY THE MISSOURI DEPARTMENT OF INSURANCE, FINANCIAL INSTITUTIONS AND PROFESSIONAL REGISTRATION (20 CSR 2030-16.040) AND THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS (20 CSR 2030-16.070), AND THE LOCATION OF IMPROVEMENTS AND EASEMENTS (20 CSR 2030-16.110), EFFECTIVE 12/30/94, AND LAST REVISED MAY OF 2017. (URBAN CLASS, PROPERTY)

IN WITNESS WHEREOF, I HAVE SIGNED AND SEALED THE FOREGOING THIS 23rd DAY OF APRIL, 2019.

MARLER SURVEYING COMPANY INC.
MISSOURI CORP. NO. L.S. -347-D

FOR REVIEW ONLY

PROJECT NAME: CONSOLIDATION OF LADUE/OLIVE
ADDRESS: 14647 LADUE ROAD
SHEET 1 OF 1
ST. LOUIS COUNTY, MISSOURI

MARLER SURVEYING COMPANY, INC.
11402 GRAVIOIS RD., STE. 200 ST. LOUIS, MO 63126 (314) 729-1001 PH. (314) 729-1044 FAX
402 EAST SPRINGFIELD ROAD, SULLIVAN, MO (573) 468-4684 PH. (573) 860-8806 FAX
email: marler@marlersurveying.net