



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL**

**Monday, May 15, 2017
5:30 PM**

1. Appointments

A. Re-Appointment – Board of Adjustment

- Katherine Hipp
- Marilyn Ainsworth

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

A. Bill No. 3145 – P.Z. 17-2016 Grand Reserve (Hardesty Development, LLC) (Second Reading)

B. Bill No. 3146 – P.Z. 04-2017 Dierbergs The Market Place (Amendment) (Second Reading)

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

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

E. Bill No. 3150 – Summit Development/Topgolf – Record Plat (First & Second Reading)

F. Bill No. 3151 – Larry-Enterprises-Lynch Hummer Development – Lot Split (First & Second Reading)

G. Request for a zoning map amendment – P.Z. 05-2016 Wild Horse Baxter Center

H. Next Meeting – May 18, 2017 (5:45pm)

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

A. Health Insurance Renewal

B. Premium Surplus Redistribution

C. Tracphone Settlement

D. Municipal Court Software

E. Meet the Legislators event

F. Next Meeting – June 28, 2017 (5:30pm)

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

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

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

6. Report from the City Administrator – Mike Geisel

A. Liquor License Request

- The Wine & Cheese Place
- Bike Stop Cafe

7. Unfinished Business – President Pro – Tem Dan Hurt

8. New Business – President Pro – Tem Dan Hurt

A. Transparency Portal (Prosecuting Attorney and Municipal Judge)

9. Adjourn –

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

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AGENDA
CHESTERFIELD CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, May 15, 2017
7:00PM

- I. CALL TO ORDER** – President Pro-Tem Dan Hurt
- II. PLEDGE OF ALLEGIANCE** – President Pro-Tem Dan Hurt
- III. MOMENT OF SILENT PRAYER** – President Pro-Tem Dan Hurt
- IV. ROLL CALL** – City Clerk Vickie Hass
- V. APPROVAL OF MINUTES** – President Pro-Tem Dan Hurt
 - A. City Council Meeting Minutes** – May 1, 2017
 - B. Executive Session Minutes** – May 1, 2017
- VI. COMMUNICATIONS AND PETITIONS** – President Pro-Tem Dan Hurt
- VII. INTRODUCTORY REMARKS** – President Pro-Tem Dan Hurt
 - A. Thursday, May 18, 2017** – Planning and Public Works (5:45pm)
 - B. Monday, May 22, 2017** – Planning Commission (7pm)
 - C. Monday, June 5, 2017** – Next City Council meeting (7pm)
 - D. Wednesday, June 28, 2017** – Finance and Administration (5:30pm)

VIII. APPOINTMENTS – President Pro-Tem Dan Hurt

A. Re-Appointment – Board of Adjustment

- Katherine Hipp
- Marilyn Ainsworth

IX. COUNCIL COMMITTEE REPORTS

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

- 1. Bill No. 3145 – P.Z. 17-2016 Grand Reserve (Hardesty Development, LLC) (Second Reading)**
- 2. Bill No. 3146 – P.Z. 04-2017 Dierbergs The Market Place (Amendment) (Second Reading)**
- 3. Bill No. 3148 – P.Z. 16-2016 EJ Properties (16625 & 16635 Old Chesterfield Rd) (First Reading)**
- 4. Bill No. 3149 – P.Z. 06-2017 City of Chesterfield (Unified Development Code – Articles 3 & 4) (First Reading)**
- 5. Bill No. 3150 – Summit Development/Topgolf – Record Plat (First & Second Reading)**
- 6. Bill No. 3151 – Larry-Enterprises-Lynch Hummer Development – Lot Split (First & Second Reading)**
- 7. Request for a zoning map amendment – P.Z. 05-2016 Wild Horse Baxter Center**
- 8. Next Meeting – May 18, 2017 (5:45pm)**

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

- 1. Health Insurance Renewal**
- 2. Premium Surplus Redistribution**
- 3. Tracphone Settlement**
- 4. Municipal Court Software**
- 5. Meet the Legislators event**
- 6. Next Meeting – June 28, 2017 (5:30pm)**

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

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

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

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

A. Liquor License Request

- The Wine & Cheese Place
- Bike Stop Cafe

XI. UNFINISHED BUSINESS – President Pro-Tem Dan Hurt

XII. NEW BUSINESS – President Pro-Tem Dan Hurt

A. Transparency Portal (Prosecuting Attorney and Municipal Judge)

XIII. LEGISLATION

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

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

XIV. LEGISLATION – PLANNING COMMISSION

A. BILL NO. 3145 – AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN “NU” NON-URBAN DISTRICT TO AN “R-3” RESIDENTIAL DISTRICT FOR A 0.722 ACRE TRACT OF LAND AND “R-4” RESIDENTIAL DISTRICT FOR AN 11.883 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF OLIVE BOULEVARD, APPROXIMATELY 2,200’

EAST OF THE INTERSECTION OF OLIVE BOULEVARD AND CHESTERFIELD PARKWAY (P.Z. 17-2016 GRAND RESERVE [HARDESTY DEVELOPMENT, LLC] —18S620427, 18S620812, 18S620823, 18S640184, 18S620087, 18S620834, & 18S640205). **(SECOND READING) (PLANNING COMMISSION RECOMMENDS APPROVAL.)**

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

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

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

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

XV. ADJOURNMENT

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

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AGENDA REVIEW – Monday, 5/15/2017 – 5:30 PM

An AGENDA REVIEW meeting has been scheduled to start at **5:30 pm, on Monday, May 15, 2017.**

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



RECORD OF PROCEEDING

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

MAY 1, 2017

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 Guy Tilman
Councilmember Dan Hurt
Councilmember Randy Logan
Councilmember Tom DeCampi
Councilmember Michelle Ohley

APPROVAL OF MINUTES

The minutes of the April 19, 2017 City Council meeting were submitted for approval. Councilmember Tilman made a motion, seconded by Councilmember Logan, to approve the City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

COMMUNICATIONS AND PETITIONS

There were no speakers.

INTRODUCTORY REMARKS

Mayor Nation announced the Veteran's Honor Park Dedication Ceremony has been scheduled for Wednesday, May 3, at 5:30 p.m.

Mayor Nation announced that the next meeting of City Council has been scheduled for Monday, May 15, at 7 p.m.

APPOINTMENTS

After lengthy discussion, Mayor Nation stated that, due to lack of consensus, he is deferring re-appointment of Prosecuting Attorney Tim Engelmeyer and Assistant Prosecuting Attorney Tony Pezzani until such time as the Public Health & Safety Committee can review and research the validity of assertions that have been made by various members of the public regarding conflicts of interest and lack of prosecution of various cases. Mayor Nation continued by stating that he consulted with Mr. Engelmeyer in response to accusations that prosecution was not being properly pursued, and was satisfied with Mr. Engelmeyer's thorough response. Mayor Nation also stated that Mr. Engelmeyer held a town hall meeting in the month of February, explaining the Court processes and answering each and every question.

Discussion ensued with Councilmembers Keathley and McGuinness offering suggestions to consider investigating potential conflict of interest by having a prosecutor and assistant prosecutor from the same firm, and having a firm that offers criminal defense in addition to prosecutorial service. Councilmember Hurt noted his only concern was the regional conflict of interest. Councilmember Flachsbart stated that he was supportive of making the reappointments this evening and that he has never considered it a conflict of interest to have two prosecutors from the same firm. There was also discussion about selecting an individual to review the cases in question, who has prosecuting experience and would be impartial.

Mr. Engelmeyer made a brief statement addressing the concerns mentioned. In response to the conflict of interest concern about having two attorneys from the same firm, he stated that the assistant prosecuting attorney simply serves to assist in getting through a large volume of cases. The City utilizes a third-party prosecutor who handles any potential conflict cases. He offered to answer questions and provide the town hall presentation to anyone who is interested. He stressed that his firm is a civil litigation firm, and that even though they occasionally offer criminal defense services, they are not a criminal defense firm, and he offered to provide a breakdown of his firm's case load if requested. Mr. Engelmeyer emphasized that he is committed to doing whatever it takes to avoid any conflict of interest in providing service to the City.

COUNCIL COMMITTEE REPORTS

Planning/Public Works Committee

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

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

Councilmember Tilman reported that Bill No. 3147 (Canaan Crossing, Record Plat) is scheduled for both first and second reading approval under the “Legislation – Planning Commission” portion of the agenda.

Councilmember Tilman made a motion, seconded by Councilmember Hurt, to approve recommended revisions to Public Works Policy Nos. 45 and 46 (Parking Restrictions and School Zones). A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Tilman made a motion, seconded by Councilmember Hurt, to approve recommended revisions to Public Health and Safety Policy Nos. 1, 4 and 7 (Citizens Requests for traffic Control Devices and Street Enhancements; Painting of Curbs; and Street Light Installations). These policies would then be moved from the Public Health and Safety section of the Policy Manual to the Public Works section. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Tilman announced that the next meeting of this Committee has been scheduled for Thursday, May 4, at 5:45 p.m.

Finance and Administration Committee

Councilmember Tom DeCampi, Chairperson of the Finance and Administration Committee, indicated that he had no report this evening, and a meeting of the Committee is tentatively scheduled for Monday, May 8, at 5:30 p.m.

Parks, Recreation & Arts Committee

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

Public Health & Safety Committee

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

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that Staff is recommending award of a contract for exterior painting of the Public Works Facility, including the exterior walls of the building itself, the storage areas and the salt dome. Based upon review of information provided by Public Works Director/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending award of a contract to PaintSmiths of St. Louis in an amount not to exceed \$37,500. This project is fully funded by the Capital Projects Fund.

Councilmember Logan made a motion, seconded by Councilmember Flachsbart, to authorize the City Administrator to enter into a contract with PaintSmiths of St. Louis in the amount of \$37,500. A roll call vote was taken with the following results: Ayes – Ohley, Tilman, McGuinness, DeCampi, Flachsbart, Logan, Keathley and Hurt. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Staff is recommending award of a contract for a seal coat emulsion to asphalt parking lots and trails located on property owned or maintained by the City of Chesterfield. This includes the parking lots at City Hall, Central Park and the Chesterfield Valley Athletic Complex; along with the trails at the Levee and Dierbergs Park. Based upon review of information provided by Public Works Director/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending award of a contract to Parking Lot Maintenance LLC in an amount not to exceed \$185,000. This project is fully funded by the Capital Projects Fund. Councilmember Flachsbart made a motion, seconded by Councilmember Tilman, to authorize the City Administrator to enter into a contract with Parking Lot Maintenance LLC in the amount of \$185,000. A roll call vote was taken with the following results: Ayes – DeCampi, Keathley, Flachsbart, Ohley, Tilman, McGuinness, Hurt and Logan. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that AR Workshop Chesterfield, located at 135 Chesterfield Towne Center, has requested a new liquor license, to sell beer and wine by the drink and Sunday sales. Mr. Geisel reported that, per City policy, this application has been reviewed and is now recommended for approval by both the Police Department and Planning & Development Services. Councilmember Tilman made a motion, seconded by Councilmember Ohley, to approve issuance of a new liquor license to AR Workshop Chesterfield. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mr. Geisel reported that 2016 Sewer Lateral Fund expenditures exceeded the budget by \$29,945. This fund allows for the repair of defective sanitary sewer laterals and is supported by an annual assessment of \$28 on Chesterfield homes. During 2016, the number of residents requesting repairs exceeded the amount projected for the year. The

City was adequately prepared to address this increased activity and maintains sufficient fund reserves in the Sewer Lateral Fund to handle such surges. Councilmember Flachsbart made a motion, seconded by Councilmember McGuinness, to approve a budget transfer from the Sewer Lateral Fund – Fund Reserves in the amount of \$29,945. A roll call vote was taken with the following results: Ayes – Ohley, McGuinness, DeCampi, Hurt, Logan, Keathley, Flachsbart and Tilman. Nays – None. Whereupon Mayor Nation declared the motion passed.

UNFINISHED BUSINESS

Councilmember Flachsbart made a motion, seconded by Councilmember Keathley, to postpone indefinitely the agenda item pertaining to the City’s representative to the Chesterfield Valley Transportation Development District Board, with the understanding that the current assignments of the voting members are to remain the same. A roll call vote was taken with the following results: Ayes – McGuinness, Logan, Flachsbart and Tilman. Nays – DeCampi, Ohley, Keathley and Hurt. Mayor Nation voted “Aye” to break the tie and declared the motion passed.

NEW BUSINESS

Councilmember DeCampi made a motion, seconded by Councilmember Keathley, to add the agenda item pertaining to the City’s representative to the Chesterfield Valley Transportation Development District Board for discussion at the June 5 City Council meeting.

Discussion ensued regarding the potential to appoint a civilian to serve on this Board, and the process for consideration and nomination of individuals.

Councilmember DeCampi made a motion, seconded by Councilmember Keathley, to amend the original motion to refer this item to the Finance and Administration Committee for discussion at their May 8 meeting, prior to discussion at the June 5 Council meeting. A voice vote was taken with an affirmative result (Councilmembers Flachsbart and Logan voted “No”) and the motion to amend was declared passed.

A voice vote was taken on the main motion to add this item to the June 5 City Council meeting for discussion, with an affirmative result (Councilmembers Logan, Tilman and Flachsbart voted “No”) and the motion was declared passed.

Councilmember DeCampi made a motion, seconded by Councilmember McGuinness, to refer the issue of a Victims’ Rights ordinance to the Finance and Administration Committee.

Councilmember Logan made a motion, seconded by Councilmember Flachsbart, to amend the original motion by referring the Victims’ Rights issue to the Public Health & Safety Committee, where it originated. A roll call vote was taken with the following

results: Ayes – Flachsbart, Tilman, Hurt and Logan. Nays – Ohley, McGuinness, DeCampi and Keathley. Mayor Nation voted “Nay” to break the tie and declared the motion to amend failed.

A roll call vote was taken on the original motion to refer the Victims’ Rights issue to the Finance and Administration Committee, with the following results: Ayes – McGuinness, Ohley, DeCampi, Keathley, Hurt and Tilman. Nays – Logan and Flachsbart. Whereupon Mayor Nation declared the motion passed.

LEGISLATION – PLANNING COMMISSION

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

Councilmember Tilman made a motion, seconded by Councilmember Flachsbart, for the first reading of Bill No. 3145. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3145 was read for the first time.

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

Councilmember Tilman made a motion, seconded by Councilmember Keathley, for the first reading of Bill No. 3146. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3146 was read for the first time.

BILL NO. 3147 PROVIDES FOR THE APPROVAL OF A RECORD PLAT FOR THE PETER STEFFAN SUBDIVISION, A 5.00 ACRE TRACT OF LAND ZONED “PI” PLANNED INDUSTRIAL DISTRICT LOCATED NORTH OF OLIVE STREET ROAD WEST OF ITS

**INTERSECTION WITH SPIRIT AIRPARK WEST DRIVE
(FIRST & SECOND READINGS) (PLANNING
COMMISSION RECOMMENDS APPROVAL)**

Councilmember Tilman made a motion, seconded by Councilmember Ohley, for the first reading of Bill No. 3147. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3147 was read for the first time.

Councilmember Tilman made a motion, seconded by Councilmember Hurt, for the second reading of Bill No. 3147. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3147 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3147 with the following results: Ayes – Flachsbart, McGuinness, DeCampi, Ohley, Keathley, Hurt, Tilman and Logan. Nays – None. Whereupon Mayor Nation declared Bill No. 3147 approved, passed it and it became **ORDINANCE NO. 2947**.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 8:30 p.m.

Mayor Bob Nation

ATTEST:

Vickie J. Hass, City Clerk

APPROVED BY CITY COUNCIL: _____

UPCOMING MEETINGS/EVENTS

A. **Thursday, May 18, 2017** – Planning and Public Works (5:45pm)

B. **Monday, May 22, 2017** – Planning Commission (7pm)

C. **Monday, June 5, 2017** – Next City Council meeting (7pm)

D. **Wednesday, June 28, 2017** – Finance and Administration Committee (5:30 pm)

APPOINTMENTS

Statutory Committee Member Re-Appointments – Board of Adjustment

Katherine Hipp & Marilyn Ainsworth

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



DATE: May 2, 2017
TO: Michael O. Geisel, City Administrator
FROM: Vickie J. Hass, City Clerk *VFH*
SUBJECT: Statutory Committee Member Re-Appointments

Mayor Nation intends to nominate the following individuals for re-appointment at the May 15, 2017 City Council meeting:

Board of Adjustment

Katherine Hipp
14687 Los Padres Court
Chesterfield, MO 63017
636-530-0490
katherine.hipp@charter.net
New term expires 6/1/22

Marilyn Ainsworth
2382 Baxton Way
Chesterfield, MO 63017
636-227-4345
dainsworth786@gmail.com
New term expires 6/1/22

Please add these re-appointments to the May 15 City Council agenda.

PLANNING AND PUBLIC WORKS COMMITTEE

The Planning and Public Works Committee met on Thursday, May 4th which resulted in several action items for the May 15, 2017 City Council meeting.

P.Z. 05-2016 Wild Horse Baxter Center:

A REQUEST FOR A ZONING MAP AMENDMENT FROM A "C-8" PLANNED COMMERCIAL DISTRICT TO A "UC" URBAN CORE DISTRICT FOR 5.21 ACRES LOCATED SOUTH OF WILD HORSE CREEK ROAD AND EAST OF ITS INTERSECTIONS WITH BAXTER ROAD (18T630283)

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

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

Green Sheet Amendment Provided

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

Bill No. 3149 - P.Z. 06-2017 City of Chesterfield (Unified Development Code - Articles 3 and 4) (First Reading) (PLANNING COMMISSION RECOMMENDS APPROVAL.) AN ORDINANCE AMENDING ARTICLE 3 SECTION 03-06 USE TABLE FOR RESIDENTIAL DISTRICTS AND ARTICLE 4 SECTION 04-01 SITE AND BUILDING DESIGN TABLE OF THE UNIFIED DEVELOPMENT CODE (P.Z. 06-2017 CITY OF CHESTERFIELD (UNIFIED DEVELOPMENT CODE ARTICLES 3 AND 4).

The following bills are on for Second Reading:

Bill No. 3145 - P.Z. 17-2016 Grand Reserve (Hardesty Development, LLC)

(Second Reading) (PLANNING COMMISSION RECOMMENDS APPROVAL.)

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN "NU" NON-URBAN DISTRICT TO AN "R-3" RESIDENTIAL DISTRICT FOR A 0.722 ACRE TRACT OF LAND AND "R-4" RESIDENTIAL DISTRICT FOR AN 11.883 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF OLIVE BOULEVARD, APPROXIMATELY 2,200' EAST OF THE INTERSECTION OF OLIVE BOULEVARD AND CHESTERFIELD PARKWAY (P.Z. 17-2016 GRAND RESERVE [HARDESTY DEVELOPMENT, LLC] —18S620427, 18S620812, 18S620823, 18S640184, 18S620087, 18S620834, & 18S640205).

Bill No. 3146 - P.Z. 04-2017 Dierbergs The Market Place (Amendment)

(Second Reading) (PLANNING COMMISSION RECOMMENDS APPROVAL.)

AN ORDINANCE REPEALING ORDINANCE 2256 OF THE CITY OF CHESTERFIELD TO CHANGE THE CONDITIONS OF ATTACHMENT "A" RELATIVE TO THE "C-8" PLANNED COMMERCIAL DISTRICT FOR AN 11.35 ACRE TRACT OF LAND LOCATED EAST OF CLARKSON ROAD AND NORTH OF BAXTER ROAD. (P.Z. 04-2017 DIERBERGS THE MARKET PLACE (AMENDMENT)).

The following bill is being forwarded directly from Planning Commission:

Bill No. 3150 - Summit Development/Topgolf – Record Plat

(First & Second Readings) (PLANNING COMMISSION RECOMMENDS APPROVAL.)
AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT FOR THE SUMMIT—TOPGOLF SUBDIVISION, A 22.218 ACRE TRACT OF LAND ZONED “PC” PLANNED COMMERCIAL DISTRICT LOCATED NORTH OF NORTH OUTER 40 ROAD AND EAST OF BOONE’S CROSSING

The following bill is being forwarded directly from the Department of Planning & Development Services:

Bill No. 3151- Larry-Enterprises-Lynch Hummer Development – Lot Split

(First & Second Readings) (DEPARTMENT OF PLANNING & DEVELOPMENT SERVICES RECOMMENDS APPROVAL.)

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A LOT SPLIT PLAT FOR LOT A1 OF THE LARRY ENTERPRISES-LYNCH HUMMER DEVELOPMENT TO CREATE A 3.107 ACRE TRACT OF LAND AND A 5.249 ACRE TRACT OF LAND, BOTH ZONED “PI” PLANNED INDUSTRIAL DISTRICT AND LOCATED ON THE NORTH SIDE OF NORTH OUTER 40 ROAD WEST OF BOONE’S CROSSING (17U520236)

Next Meeting

The next meeting of the Planning and Public Works Committee is scheduled for Thursday, May 18, 2017 at 5:45 pm.

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

MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: Justin Wyse, Director of Planning and Development Services

SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, May 4, 2017



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, May 4, 2017 in Conference Room 101.

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

Also in attendance were: Planning Commission Chair Stanley Proctor; Justin Wyse, Director of Planning & Development Services; Cecilia Hernandez, Project Planner; Cassie Harashe, Project Planner; Mike Knight, Project 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 March 23, 2017 Committee Meeting Summary

Councilmember Hurt made a motion to approve the Meeting Summary of March 23, 2017. The motion was seconded by Councilmember Ohley and passed by a voice vote of 4-0.

II. UNFINISHED BUSINESS

A. Placement of Solid Waste Containers

STAFF REPORT

Justin Wyse, Director of Planning and Development Services, provided a brief history of the topic and stated that Staff had provided a proposed ordinance to modify Section 25-28(a) of the City Code pertaining to placement of trash cans at the March 9, 2017 PPW meeting. At that time, a motion was passed to hold the ordinance until the next Committee of the Whole meeting. However, at the Mayor's request, this is being brought back to Committee for further discussion and recommendation.

In further discussion with Staff, Mr. Wyse suggested adding the following paragraph from Chapter 7, Sec. 7-11 of the City Code to the proposed ordinance pertaining to registering allegations:

Any person desiring to register an allegation regarding any structure or land which may be in violation of this ordinance shall be required to state his or her name and address which shall be placed on record with the City as a condition precedent to the filing of an

allegation. No anonymous allegations shall be accepted or recorded by the City. All allegations must state specifically the violation or violations being reported.

Mr. Wyse stated the City is a “complaint driven” code enforcement operation. The same identical language is not contained in the current Ordinance pertaining to the placement of trash cans but suggested that it be added for consistency and clarification purposes.

DISCUSSION

In response to Councilmember Ohley’s question, Councilmember Flachsbart explained that the current ordinance is not clear because it states that trash cans cannot be visible from the street on which the property “faces.” What determines the “face” of the street, the location of the mailbox, the front door or the garage door? Corner lots face two streets. The proposed ordinance is very clear in that it states that trash cans cannot be visible from “any street that abuts the residential property.” This does not preclude adding a fence or shrubbery to shield the trash cans. Chair Tilman stated that the proposed ordinance does not address “how” to do it but states only that trash cans cannot be visible.

Councilmember Ohley stated that the City would be singling out corner lot residences. Councilmember Hurt acknowledged that fact but stated that this is characteristic of corner lots and there is no way around it. Councilmember Ohley suggested retaining the current ordinance and agreeing that the face is the front door. Chair Tilman stated that would not address the issue where houses are on an angle and the corner of the street is in line with the front door of the house.

Mr. Wyse stated the Committee is at the same crossroads as before. Every time an issue is resolved, another issue is created. There is a give and take with everything we do.

Councilmember Flachsbart asked if the goal is to hide trash cans from view for the betterment of the community’s appearance or to let placement of trash cans be unregulated. There is no fair way to deal with the issue of corner lots except to say that they also have to store trash cans out of view and the view is both sides of the street because it is a corner lot.

Councilmember Flachsbart made a motion to direct Staff to add or refer to the additional language from Sec. 7-11. Registering Allegations, to the proposed ordinance. The motion was seconded by Chair Hurt.

Discussion on the Motion

After further discussion, **Councilmember Hurt made a motion to amend the motion to include adding the additional language to the current ordinance and the proposed ordinance and bringing them both back to the Committee for consideration.** Councilmember Flachsbart seconded the motion which **passed** by a voice vote of 4-0.

Councilmember Hurt made a motion approve the motion, as amended. The motion was seconded by Councilmember Flachsbart and **passed** by a voice vote of 4-0.

III. NEW BUSINESS

A. Selection of Officers and Committee Assignments

- Chair of Planning & Public Works Committee/Planning Commission Liaison
- Vice Chair of Planning & Public Works Committee

- Chesterfield Historic and Landmarks Preservation Committee
- Board of Adjustment

Chair Tilman made a motion that Councilmember Hurt continue to serve as Planning Commission Liaison. The motion was seconded by Councilmember Flachsbart and **passed** by a voice vote of 4-0.

Chair Tilman indicated that if Councilmember Hurt was unable to attend a Planning Commission meeting, he would be able to serve as liaison.

Councilmember Flachsbart made a motion that he serve as Vice-Chair of the Planning and Public Works Committee. The motion was seconded by Councilmember Hurt.

After further discussion, **Councilmember Hurt withdrew his second and Councilmember Flachsbart made a motion to appoint Councilmember Ohley to serve as Vice-Chair to the Planning and Public Works Committee.** The motion was seconded by Councilmember Hurt and **passed** by a voice vote of 4-0.

Councilmember Flachsbart made a motion to appoint Councilmember Tilman to serve as Council Liaison to the Chesterfield Historic and Landmark Preservation Committee. The motion was seconded by Councilmember Ohley and **passed** by a voice vote of 4-0.

Councilmember Hurt made a motion to appoint Councilmember Flachsbart to serve as Council Liaison to the Board of Adjustment. The motion was seconded by Councilmember Ohley and **passed** by a voice vote of 4-0.

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

STAFF REPORT

Cecilia Hernandez, Project Planner presented the request for a zoning map amendment from a "M3" Planned Industrial District to a "PC" Planned Commercial District. She noted that the requested uses are consistent with, and modeled on, the Valley Village area to the west. Cross access for the development lines up with that of the adjacent parcel to the west, and there is also an extension alignment with Olive Street Road.

A Public Hearing was held on December 12, 2016. On April 24, 2017, the Planning Commission recommended approval of P.Z. 14-2016 by a vote of 8 to 0.

PLANNING COMMISSION REPORT

Planning Commission Chair Stanley Proctor pointed out that the Commission also voted to amend the Attachment A to clarify that street lights are required on Chesterfield Airport Road and Spirit of St. Louis Boulevard.

DISCUSSION

During discussion about the site's access, Justin Wyse, Director of Planning and Development Services clarified the following points:

- There are three proposed cross access points, which provide cross access all around the site.
- There is no access to Chesterfield Airport Road.
- St. Louis County has future plans to extend Old Olive across Chesterfield Airport Road and property lines to provide an entrance ramp onto I-64 East. The applicant's Preliminary Plan shows a right-of-way dedication for this purpose.

The Petitioner confirmed that the proposed alignment and right-of-way dedication have been shown on the Preliminary Plan based upon the data provided by St. Louis County. It was also noted that the County's plans for this future roadway have not yet been completely worked out.

After further discussion, Mr. Wyse recommended that Staff address the proposed access location on the Olive Street Road extension to clarify that it is not a guaranteed access point, but would be allowed, or not allowed, based upon what future approvals would be necessary. Mr. Wyse also pointed out that if the proposed right-of-way shifts, the Petitioner may not be able to comply with the City's Tree Preservation requirements.

It was subsequently agreed that if the Olive Street Road extension becomes a State road, then access to that road from the subject site would be prohibited.

Councilmember Flachsbart made a motion recommending approval of the requested zoning for petition P.Z. 14-2016 18331, 18333 & 18335 Chesterfield Airport Road with cross access as indicated, with the understanding that the northern access is subject to County approval, and possibly State approval if the State gets involved in this potential road. The motion was seconded by Councilmember Hurt.

Discussion on the Motion

Mr. Wyse suggested that Staff request information from St. Louis County and MoDOT regarding the current status of their roadway plans and then prepare the appropriate language for the Ordinance.

Councilmember Flachsbart made a motion to amend his motion to modify Section I.I.3. of the Attachment A to include language stating approval is contingent upon County's approval when the future roadway is built; and should it become a State road, the northern access is not allowed. The motion was seconded by Councilmember Hurt and passed by a voice vote of 4-0.

It was then agreed that Staff would prepare the appropriate language for the Attachment A regarding Access/Access Management to be brought back to the Committee for review.

The vote on the motion, as amended, passed by a voice vote of 4-0.

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

STAFF REPORT

Cecilia Hernandez, Project Planner, presented the request for an ordinance amendment to modify permitted uses within an existing "PI" Planned Industrial District with a Landmark Preservation Area (LPA) overlay. The petitioner is requesting a modification to allow outdoor sales on the property, allow a Sno Cone stand and farmer's market, and to seek flexibility from the minimum parking requirements.

A public hearing was held on December 12, 2016. A subsequent issues meeting was held on April 10, 2017. Issues discussed related to parking, the types of items to be sold and the hours of operation. The Planning Commission approved the request by a vote of 5-3 at their April 25 meeting. Additionally, due to the LPA overlay designation, the Chesterfield Historic and Landmark Preservation Committee (CHLPC) has also recommended approval.

PLANNING COMMISSION REPORT

Planning Commission Chair, Stanley Proctor commented that the approval vote was 5-3. Those opposing the request were concerned about the parking reduction and the type of items to be sold outside. The Petitioner stated the items would be similar to the items sold on the inside. An additional concern was the hours of operation. The hours have since been reduced from 6 a.m. – 10 p.m. to 8 a.m. to 8 p.m. The farmers market will end at noon and will only take place on the weekends. Staff has approved the parking reduction.

DISCUSSION

Regarding the parking reduction, Justin Wyse, Director of Planning and Development Services, stated the decision to reduce the parking requirement is ultimately a decision to be made by the Planning Commission and City Council. The farmer's market and outdoor sales will be utilized on the southern portion of the small building that is located on the western edge of the property. According to City Code, when determining the number of parking spaces, there is no difference between an outdoor sales area and an indoor sales area. The Petitioner wishes to use the outdoor sales and display area without having to add additional parking. They currently have 41 spaces and when calculated according to the Code, they would be required to provide 55 spaces. However, under the LPA overlay, they do have the flexibility to request a modification to the parking requirement as an incentive to maintain the site's historic character.

Councilmember Flachsbart made a motion to forward P.Z. 16-2016 EJ Properties (16625 & 16635 Old Chesterfield Rd) to City Council with a recommendation to approve. The motion was seconded by Councilmember Hurt.

Discussion on the Motion

Chair Tilman stated there was also concern raised relative to outdoor equipment sales as a permitted use. He pointed out that located on the back side of the lot, there is currently a company that uses outdoor equipment as part of their operation. He suggested that storage of those vehicles be limited to a line that would be 150 to 200 feet from the southern property line to keep that equipment stored at the back of the building. If another tenant would occupy the property and decide to convert that building on the west to a showroom, the equipment would be back off of the property line by 150 to 200 feet or so and out of the way of the public shopping at the outside market. Additional discussion followed regarding storage and screening of outdoor equipment.

Councilman Hurt made a motion to amend the motion to require that the storage of vehicles be no closer than 150 feet and screened from the Old Chesterfield Road right-of-

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

Councilmember Hurt made a motion to approve P.Z. 16-2016 EJ Properties (16625 & 16635 Old Chesterfield Rd), as amended, and forward to City Council with a recommendation to approve. The motion was seconded by Councilman Flachsbart and **passed** by a voice vote of 4-0.

Note: One Bill, as recommended by the Planning & Public Works Committee, will be needed for the May 15, 2017 City Council Meeting. See Bill #

[Please see the attached report prepared by Justin Wyse, Director of Planning and Development Services, for additional information on P.Z. 16-2016 EJ Properties (16625 & 16635 Old Chesterfield Rd).]

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

STAFF REPORT

Justin Wyse, Director of Planning and Development Services, stated that at the direction of the PPW Committee, Staff prepared an amendment to *Article 4-01 – Development Requirements and Design Standards: Architectural Review Design Standards* to require that the primary building material is to be extended to within 12 inches of grade. A Public Hearing was subsequently held and during that process, the Planning Commission asked for another amendment to that Article as follows:

Use architectural elements and materials matching the front façade on the sides and rear of the structure where the front façade is visible from streets external to the subdivision.

This amendment serves to clarify the requirement and reflects the manner in which Staff has been interpreting and applying the requirement.

Prior to the Public Hearing, Staff noted an error in *Article 3-06 – Zoning Districts and Uses: Use Table for Residential Districts*. Staff, therefore, decided to incorporate an amendment to this Article at the same time as Article 4-01.

Mr. Wyse explained that the revision clarifies a small number of permitted uses in the Use Table for Residential Districts. The current UDC states that Livestock and Stables are permitted in the LLR District, that Multi-Family and Single Family Attached Homes are permitted in the R-4 District, and that Multi-Family is permitted in the R-5 District. However, these are all incorrect and are not permitted in the R-4 or R-5 Districts and Livestock/Stables is a conditional use only in the LLR District.

Councilmember Ohley made a motion to forward P.Z. 06-2017 City of Chesterfield (Unified Development Code-Articles 3 and 4) to City Council with a recommendation to approve. The motion was seconded by Councilmember Hurt and **passed** by a voice vote of 4-0.

Note: One Bill, as recommended by the Planning & Public Works Committee, will be needed for the May 15, 2017 City Council Meeting. See Bill #

[Please see the attached report prepared by Justin Wyse, Director of Planning and Development Services, for additional information on P.Z. 06-2017 City of Chesterfield (Unified Development Code-Articles 3 and 4).]

IV. OTHER – None.

V. ADJOURNMENT

The meeting adjourned at 7:06 p.m.

City Council Memorandum

Department of Public Services



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning and Development Services

Date: May 9, 2017

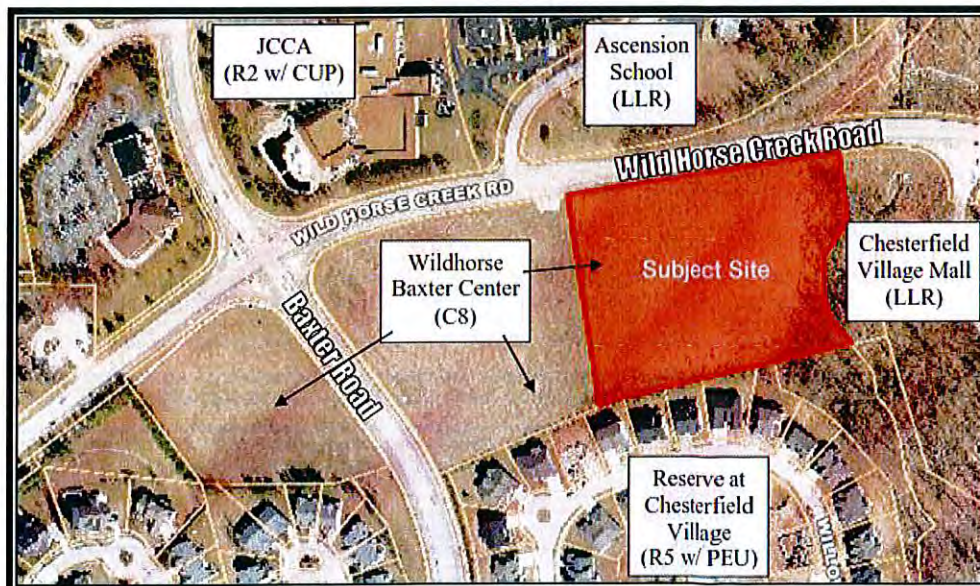
CC Date: May 15, 2017

Re: **P.Z. 05-2016 Wild Horse Baxter Center:** A request for a zoning map amendment from a "C-8" Planned Commercial District to a "UC" Urban Core District for 5.21 acres located south of Wild Horse Creek Road and east of its intersection with Baxter Road (18T630283).

The Planning Commission, by a vote of 2-6, failed to pass a motion recommending approval of a change in zoning for the subject site (shown below). As outlined in the Unified Development Code (UDC), the applicant has filed an appeal of the Planning Commission's decision. The Code requires that, upon receipt of an appeal, the City Council shall refer the appeal to the Planning and Public Works Committee.

Once the appeal is referred to the Planning and Public Works Committee, Staff will complete notification requirements for the appeal as required in 02-19.4.b of the UDC and a Public Hearing will be scheduled before the Planning and Public Works Committee.

Attached is a copy of the appeal, along with the preliminary plan and Attachment 'A' that were presented to the Planning Commission for recommendation.





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& BOYLE, LLC**
ATTORNEYS AT LAW

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Michael J. Doster
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May 9, 2017

Hand Delivered

City Council of Chesterfield
c/o Vickie Hass, City Clerk
690 Chesterfield Parkway West
Chesterfield, MO 63017-0760

05-09-17 10:46 RCVD

**Re: PZ 05-2016 Wild Horse Baxter Center, C148B (Shelbourne Senior Living) –
Notice of Appeal**

Dear Council Members:

Please see the enclosed notice of appeal. Thank you.

Very Truly Yours,

Michael J. Doster
Michael J. Doster *by KML*

Enclosure

cc: Mr. Mark Hallowell, Shelbourne Healthcare Development Group
Mr. Jim Kane, Shelbourne Healthcare Development Group
Mr. Jeff Atkins, Volz Incorporated
Mr. Justin Wyse, AICP, Director of Planning and Development Services
Ms. Jessica Henry, AICP, Senior Planner

NOTICE OF APPEAL

On April 24, 2017, a motion to approve PZ 05-2016 Wild Horse Baxter Center, C148B (Shelbourne Senior Living), as amended failed before the Planning Commission by a vote of 2 to 6. Pursuant to Section 31-02-19 of the City of Chesterfield Unified Development Code, Shelbourne Healthcare Development Group hereby appeals this recommendation of the Planning Commission and requests a determination from the City Council.

DOSTER, ULLOM & BOYLE, LLC

By: Michael J. Doster
Michael J. Doster *by kmc*
Attorneys for Shelbourne Healthcare
Development Group

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 "UC" Urban Core District shall be:
 - a. Administrative offices for education religious institutions
 - b. Animal Grooming Service
 - c. Art Gallery
 - d. Art Studio
 - e. Automotive Retail Supply
 - f. Brewpub
 - g. Broadcasting studio
 - h. Churches or other place of worship
 - i. Club
 - j. College or University
 - k. Commercial service facility
 - l. Day care center
 - m. Drug Store and Pharmacy
 - n. Drug Store and Pharmacy with Drive Thru
 - o. Dry Cleaning Establishment
 - p. Dry Cleaning Establishment with Drive Thru
 - q. Financial Institution, Drive Thru
 - r. Financial Institution, no drive-thru
 - s. Grocery, Community
 - t. Grocery, Neighborhood
 - u. Group Residential Facility
 - v. Kindergarten or nursery school
 - w. Laundromat

- x. Library
 - y. Mortuary
 - z. Museum
 - aa. Newspaper Stand
 - bb. Nursing Home
 - cc. Office, dental
 - dd. Office, general
 - ee. Office, medical
 - ff. Professional and Technical Service Facility
 - gg. Public Safety Facility
 - hh. Reading Room
 - ii. Recreation Facility
 - jj. Research Laboratory and Facility
 - kk. Restaurant, Sit-Down
 - ll. Retail Sales Establishment, Community
 - mm. Retail Sales Establishment, Neighborhood
 - nn. Telecommunications Structure
 - oo. Telecommunications Tower or Facility
 - pp. Veterinary Clinic
 - qq. Vocational School
2. Uses "u" and "bb" in the "UC" Urban Core District shall contain a maximum of 129 units. No more than 75 units shall be utilized for independent living units.
3. Hours of Operation.

Retail uses and outdoor uses/activities shall be restricted to hours of operation open to the public from 6:00 AM to 11:00 PM. Hours of operation for said use may be expanded for Thanksgiving Day and the day after Thanksgiving upon review and approval of a Special Activities Permit, signed by the property owner and submitted to the City of Chesterfield at least seven (7) business days in advance of said holiday.

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

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

1. Floor Area

- a. Total building floor area for uses 'u' and 'bb' shall not exceed 155,000 square feet.

2. Height

- a. The maximum height of the building, exclusive of roof screening, shall not exceed three (3) stories or 54 feet in height, whichever is less.

3. Building Requirements

- a. A minimum of 30% openspace is required for each lot within this development.
- b. For non-residential developments, a maximum F.A.R. of 0.55 is permitted.

C. SETBACKS

1. Structure Setbacks

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

- a. Thirty-five (35) feet from the right-of-way of Wild Horse Creek Rd. on the northern boundary of the "UC" Urban Core District.
- b. Thirty-five (35) feet from the eastern, southern, and western boundaries of the "UC" Urban Core District.

2. Parking Setbacks

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

- a. Thirty (30) feet from the northern, eastern, western, and southern boundary of the "UC" Urban Core 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.

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 bio-retention area shall be permitted within the landscape buffer along the eastern portion of the property, substantially in conformance with the Preliminary Plan.

F. SIGN REQUIREMENTS

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

G. LIGHT REQUIREMENTS

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

H. ARCHITECTURAL

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

I. ACCESS/ACCESS MANAGEMENT

1. Access to this development from Wild Horse Creek Road shall be restricted to one (1) commercial entrance, as shown on the Preliminary Plan, on the eastern end of the parcel, as directed by Saint Louis County Department of Transportation and the City of Chesterfield.
2. Access to Wild Horse Creek Road through the adjacent parcel to the west shall be aligned directly opposite Santa Maria Drive, as directed by Saint Louis County Department of Transportation and the City of Chesterfield.
3. Provide cross access easement and temporary slope construction license or other appropriate legal instrument or agreement guaranteeing permanent access between this parcel and the adjacent parcels as directed by the Saint Louis County Department of Transportation and the City of Chesterfield.
4. 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. Improve Wild Horse Creek Road frontage to one half of the ultimate section including all storm drainage facilities, as directed by the Saint Louis County Department of Transportation.
2. Provide a 5 foot wide sidewalk, conforming to ADA standards, along Wild Horse Creek Road. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects. The sidewalk shall be privately maintained and may be located within right-of-way controlled by another agency, if permitted by that agency, or on private property.
3. Internal sidewalks shall be provided to the site from the sidewalk along Wild Horse Creek Road creating an accessible pedestrian path to the proposed building. Internal sidewalks and curb ramps shall conform to ADA standards.

4. Obtain approvals from the City of Chesterfield and the Saint Louis County Department of Transportation and other entities as necessary for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
5. Additional right-of-way and road improvements shall be provided, as required by Saint Louis County Department of Transportation and the City of Chesterfield.
6. Provide required minimum driveway throat length of 80' from the edge of pavement of Wild Horse Creek Road to the first conflict point on the site.
7. 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 Transportation. No gate installation will be permitted on public right-of-way.
8. 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 St. Louis County. The scope of the study shall include internal and external circulation and may be limited to site specific impacts, such as the need for additional lanes, entrance configuration, geometrics, sight distance, traffic signal modifications or other improvements required, as long as the density of the proposed development falls within the parameters of the City's traffic model. Should the density be other than the density assumed in the model, regional issues shall be addressed as directed by the City of Chesterfield.
2. Provide a sight distance evaluation report, as required by the City of Chesterfield, for the proposed entrance onto Wild Horse Creek Rd. If adequate sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to the vertical alignment, and/or other off-site improvements shall be required, as directed by the City of Chesterfield and/or St. Louis County Department of Transportation.

L. POWER OF REVIEW

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

M. STORM WATER

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or 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. 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. Post construction water quality BMPs with a runoff volume reduction component are required, and shall be applied to capture and treat the extents of the project's disturbed area. As a new development site, BMPs shall be designed such that the site's post construction runoff condition mimics its preconstruction runoff condition. BMPs may be integrated within the two "detention" basins depicted on the eastern side of the site. Channel protection is also required, and may be nested within the water quality BMPs.
4. 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.
5. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed.

6. 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.
7. 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.
8. 2yr-24hr and 100yr-24hr detention is required for the site; however this may be addressed by demonstrating conformance with the Chesterfield Village Stormwater Management Plan. The plan allocates a post developed imperviousness of 75% and CN=81 for this site. Compliance with the master plan will need to be supported by engineering analysis, and will be reviewed in detail during the course of formal plan review. If the site cannot conform to the Chesterfield Village Stormwater Management Plan, then site specific detention will need to be integrated into the project's development plan.
9. In accordance with our region's MS4 permit, an assessment of the site's existing natural resources should be done as a first step in planning for water quality. An existing site natural resources map should be prepared, following guidance in the Metropolitan St. Louis Sewer District's Site Design Guidance document.

N. SANITARY SEWER

1. Public sanitary sewer service is available for the site. However the system is not currently modeled and capacity shall be verified by the developer's engineer during formal plan review. Offsite improvements or other flow mitigation efforts may be required of the developer if the development cannot be served within existing system capacity levels.
2. Sanitary sewers shall be as approved by the City of Chesterfield and the Metropolitan St. Louis Sewer District.
3. Sanitary sewer connections should be depicted for the building. Backwash discharge from swimming pools and water features (if part of this proposed plan) should be directed to the sanitary system not to exceed 50 GPM. Maintenance and seasonal drainage from these features shall be directed to the storm sewer system under a permit from MoDNR.
4. At this time, the Metropolitan St. Louis Sewer District is scheduled to rehabilitate the existing 20" force main that traverses the northern edge

of the site during Fiscal Year 2017 (potentially within the upcoming year). The Metropolitan St. Louis Sewer District can advise on schedule and the feasibility of coordinating activities between the development project and the rehabilitation project as plans for both projects move forward.

O. GEOTECHNICAL REPORT

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

P. MISCELLANEOUS

1. 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.
2. 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.
3. If any development in, or alteration of, the floodplain is proposed, the developer shall submit a Floodplain Study and Floodplain Development Permit/Application to the City of Chesterfield for approval. The Floodplain Study must be approved by the City of Chesterfield prior to the approval of the Site Development Plan, unless otherwise directed. The Floodplain Development Permit must be approved prior to the approval of a grading permit or improvement plans. If any change in

the location of the Special Flood Hazard Area is proposed, the Developer shall be required to obtain a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency. The LOMR must be issued by FEMA prior to the final release of any escrow held by the City of Chesterfield for improvements in the development. Elevation Certificates will be required for any structures within the Special Flood Hazard Area or the Supplemental Protection Area. All new roads within and adjacent to this site shall be constructed at least one (1) foot above the base flood elevation of the Special Flood Hazard Area. Improvements to existing roadways shall be required as necessary to provide at least one access route to each lot that is at least one (1) foot above the base flood elevation. Consult Article 5 of the Unified Development Code for specific requirements.

4. All utilities will be installed underground.
5. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield and Saint Louis County Department of Transportation. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
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.

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

- A.** The developer shall submit a concept plan within eighteen (18) months of City Council approval of the change of zoning.
- B.** In lieu of submitting a Site Development Concept Plan and Site Development Section Plans, the petitioner may submit a Site Development

Plan for the entire development within eighteen (18) months of the date of approval of the change of zoning by the City.

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

III. COMMENCEMENT OF CONSTRUCTION

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

IV. GENERAL CRITERIA

A. SITE DEVELOPMENT 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

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

A. ROADS

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

<u>Type of Development</u>	<u>Required Contribution</u>
Retirement Community	\$485.09 / parking space
General Office	\$741.06 / parking space

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

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

Credits for roadway improvements required will be awarded as directed by St. Louis County Department of Transportation. Any portion of the roadway improvement contribution that remains, following completion of road improvements required by the development, shall be retained in the appropriate Trust Fund. Credits for roadway improvements will be as approved by the City of Chesterfield and St. Louis County Department of Transportation. Sidewalk construction and utility relocation, among other items, are not considered allowable credits.

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

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

The amount of these required contributions for the roadway, storm water and primary water line improvements, if not submitted by January 1, 2018 shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the Saint Louis County Department of Transportation.

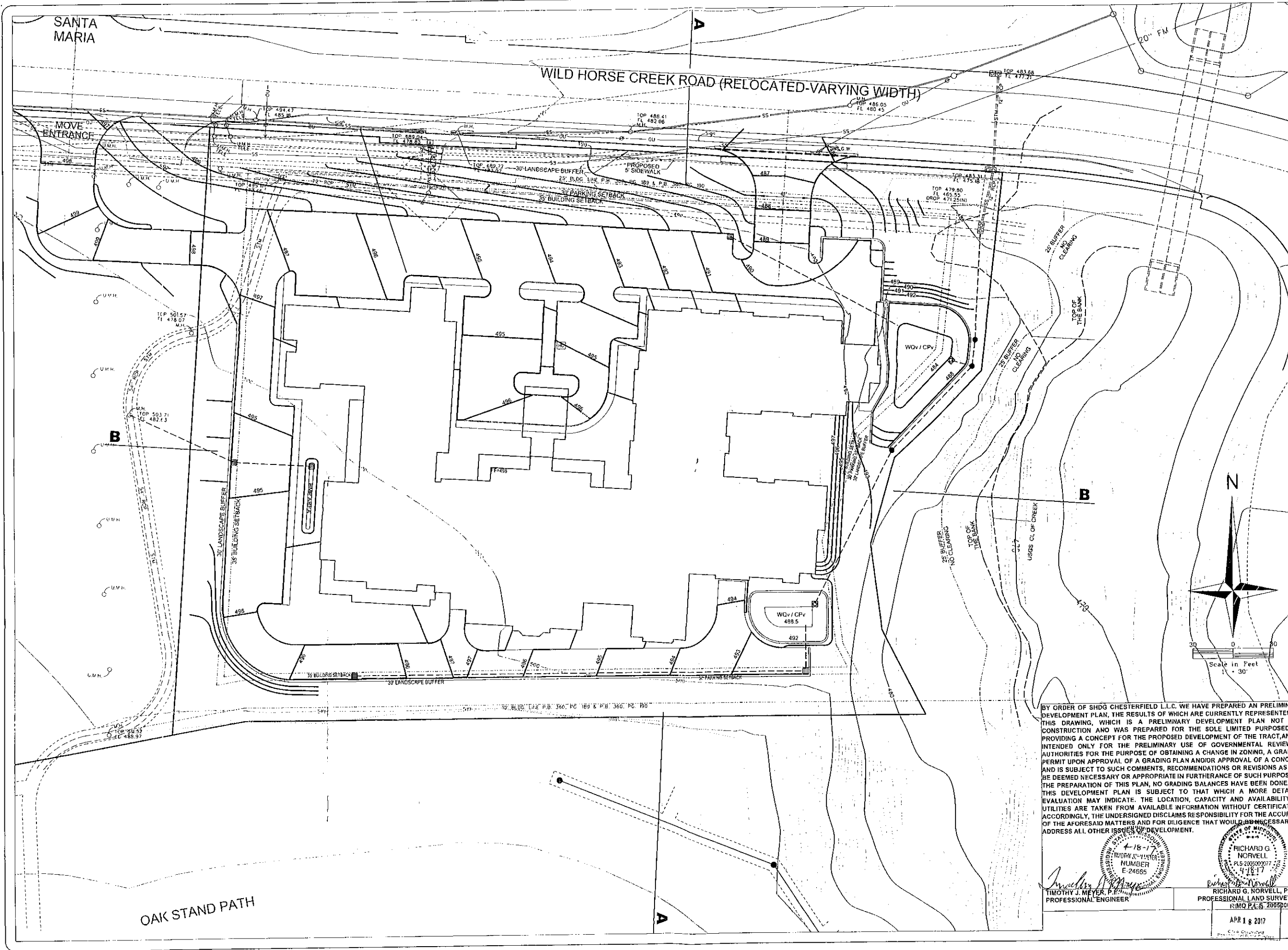
Trust Fund contributions shall be deposited with St. Louis County in the form of a cash escrow prior to the issuance of building permits.

VI. RECORDING

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

VII.ENFORCEMENT

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



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VOLZ
INCORPORATED

SHELBOURNE SENIOR LIVING
"LOT SPLIT OF SECOND ADJUSTED PARCEL C148 OF
C148 AND C254C BOUNDARY ADJUSTMENT PLAT"
P.B. 360, PG. 190

REVISED
5-12-2016

BY ORDER OF SHDG CHESTERFIELD, LLC, WE HAVE PREPARED AN PRELIMINARY DEVELOPMENT PLAN, THE RESULTS OF WHICH ARE CURRENTLY REPRESENTED ON THIS DRAWING, WHICH IS A PRELIMINARY DEVELOPMENT PLAN NOT FOR CONSTRUCTION AND WAS PREPARED FOR THE SOLE LIMITED PURPOSE OF PROVIDING A CONCEPT FOR THE PROPOSED DEVELOPMENT OF THE TRACT, AND IS INTENDED ONLY FOR THE PRELIMINARY USE OF GOVERNMENTAL REVIEWING AUTHORITIES FOR THE PURPOSE OF OBTAINING A CHANGE IN ZONING, A GRADING PERMIT UPON APPROVAL OF A GRADING PLAN AND/OR APPROVAL OF A CONCEPT, AND IS SUBJECT TO SUCH COMMENTS, RECOMMENDATIONS OR REVISIONS AS MAY BE DEEMED NECESSARY OR APPROPRIATE IN FURTHERANCE OF SUCH PURPOSE. IN THE PREPARATION OF THIS PLAN, NO GRADING BALANCES HAVE BEEN DONE AND THIS DEVELOPMENT PLAN IS SUBJECT TO THAT WHICH A MORE DETAILED EVALUATION MAY INDICATE. THE LOCATION, CAPACITY AND AVAILABILITY OF UTILITIES ARE TAKEN FROM AVAILABLE INFORMATION WITHOUT CERTIFICATION; ACCORDINGLY, THE UNDERSIGNED DISCLAIMS RESPONSIBILITY FOR THE ACCURACY OF THE AFORESAID MATTERS AND FOR DILIGENCE THAT WOULD BE NECESSARY TO ADDRESS ALL OTHER ISSUES OF DEVELOPMENT.

Timothy J. Meyer
TIMOTHY J. MEYER, P.E.
PROFESSIONAL ENGINEER

Richard G. Norvell
RICHARD G. NORVELL, P.L.S.
PROFESSIONAL LAND SURVEYOR
RUMQ P.L.S. 2005500077

PRELIMINARY
DEVELOPMENT
PLAN

BASE MAP NO. 187
LOCATOR NO. 111630263
VOLZ NO. 20056

REVISED:
08-14-2016
03-14-2017
04-18-2017

04-05-2016
P1

GENERAL NOTES:

THIS SITE IS IN THE FOLLOWING DISTRICTS:
METROPOLITAN ST. LOUIS SEWER DISTRICT
MONARCH FIRE PROTECTION DISTRICT
ROCKWOOD 8 SCHOOL DISTRICT
BONHOMME CREEK WATERSHED
WARD 2

THIS SITE IS IN THE FOLLOWING UTILITY SERVICE AREAS:
MISSOURI AMERICAN WATER COMPANY
LACLEDE GAS COMPANY
AMEREN COMPANY
SOUTHWESTERN BELL TELEPHONE COMPANY
CHARTER COMMUNICATION (CABLE TV)

SANITARY SEWER CONNECTIONS SHALL BE AS APPROVED BY THE METROPOLITAN ST. LOUIS SEWER DISTRICT.

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

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

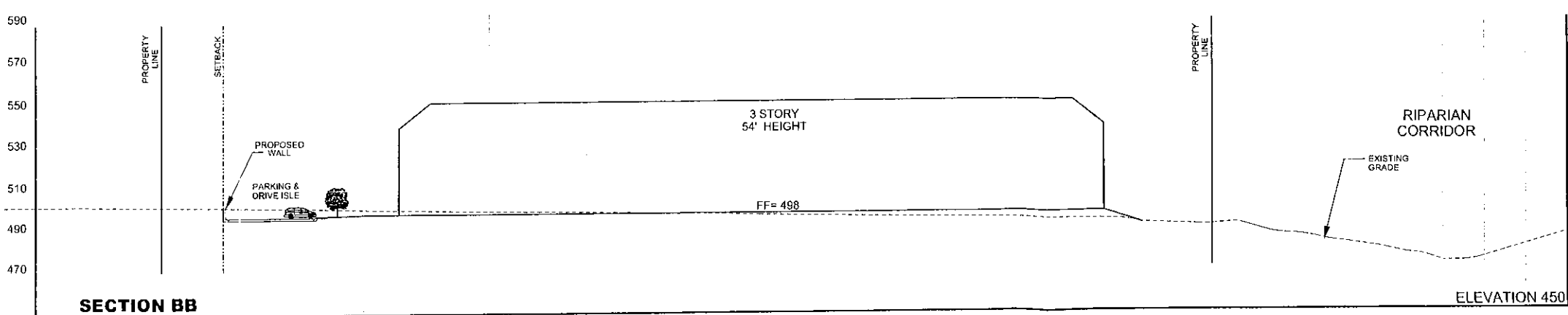
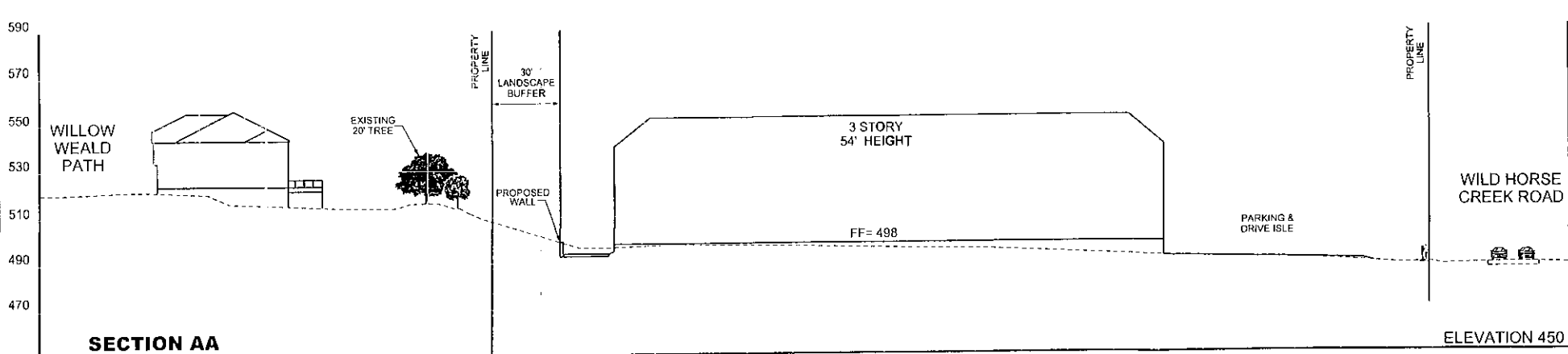
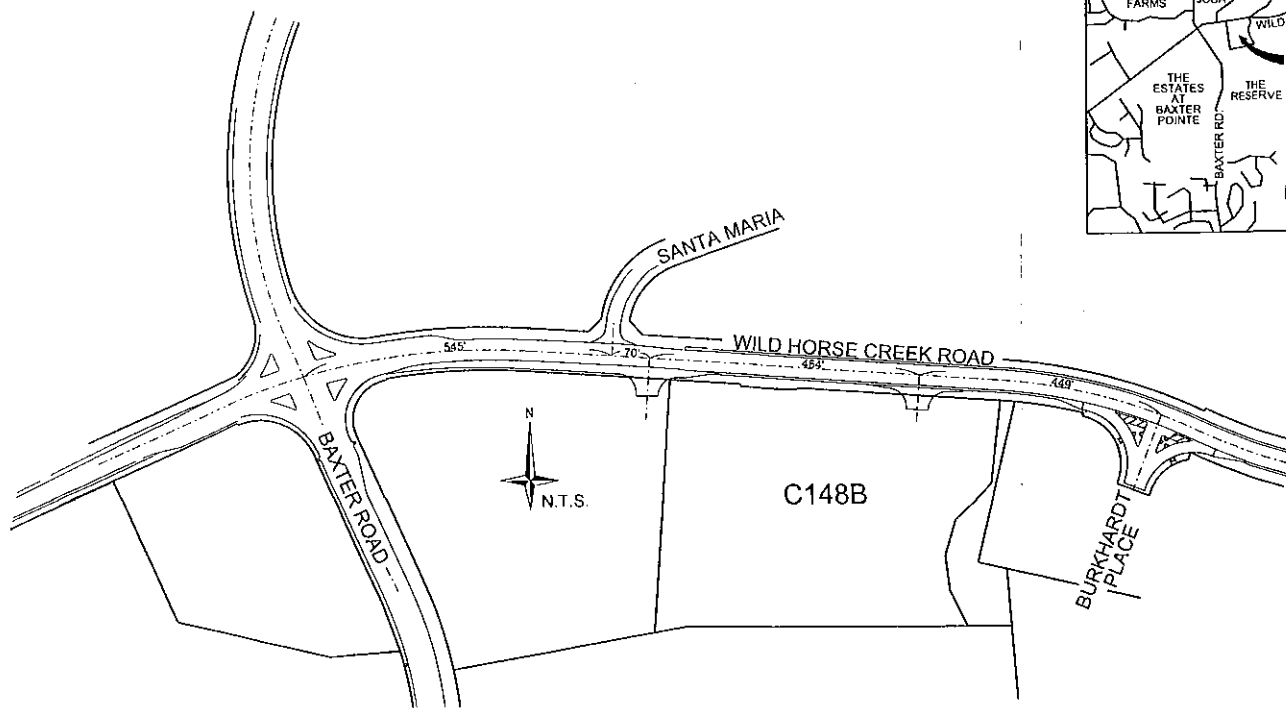
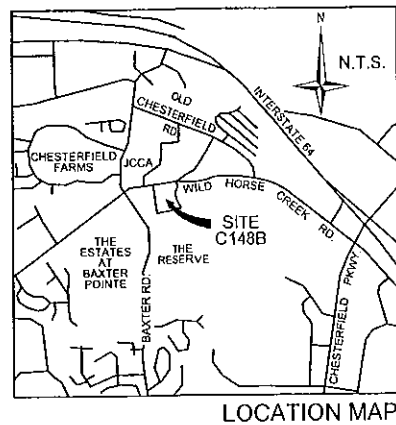
GRADING SHALL BE PER CITY OF CHESTERFIELD STANDARDS

BE ADVISED, A GRADING PERMIT OR IMPROVEMENT PLAN APPROVAL WILL NEED TO BE OBTAINED PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES ON THE SITE.

THE UNDERGROUND UTILITIES SHOWN HEREIN WERE PLOTTED FROM AVAILABLE INFORMATION AND DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NONEXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE OR OTHER UTILITIES. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND UTILITIES, SHOWN OR NOT SHOWN AND SHALL BE LOCATED IN EXCAVATION, OR CONSTRUCTION OF IMPROVEMENTS IN THE FIELD PRIOR TO ANY GRADING. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 315, RSMO.

PROJECT NOTES:

AREA OF SITE:	5.21 ACRES
LOCATOR NO:	18T630283
SITE ADDRESS:	16500 WILD HORSE CREEK RD CHESTERFIELD, MO. 63005
OWNER OF RECORD:	CHESTERFIELD CTR SUITE 600 CHESTERFIELD, MO 63017
PREPARED FOR:	SHELBOURNE SENIOR LIVING
PREPARED BY:	VOLZ INCORPORATED
EXISTING ZONING:	"C-8 - PLANNED COMMERCIAL - ORDINANCE # 2557"
PROPOSED ZONING:	"UC" URBAN CORE
PROPOSED HEIGHT:	3 - STORY MAXIMUM - 54'
OPEN SPACE:	A MINIMUM OF 30% OPEN SPACE IS REQUIRED. OPEN SPACE SHOULD BE INTEGRATED INTO THE DEVELOPMENT TO PROVIDE AESTHETIC, RECREATIONAL, OR OTHER PUBLIC BENEFIT. COVERED PEDESTRIAN WALKWAYS AND BRIDGES MAY BE COUNTED TOWARDS THE 30% OPEN SPACE REQUIREMENT.
30% MINIMUM	
PARKING	SURFACE & UNDERGROUND PARKING TO MEET REQUIRED CODE
LEGAL DESCRIPTION	PARCEL C148B OF LOT SPLIT OF SECOND ADJUSTED PARCEL C148 OF C148 AND C254C BOUNDARY ADJUSTMENT PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 360 PAGE 190 OF THE ST. LOUIS COUNTY RECORDS



BY ORDER OF SHDG CHESTERFIELD L.L.C. WE HAVE PREPARED AN PRELIMINARY DEVELOPMENT PLAN, THE RESULTS OF WHICH ARE CURRENTLY REPRESENTED ON THIS DRAWING, WHICH IS A PRELIMINARY DEVELOPMENT PLAN NOT FOR CONSTRUCTION AND WAS PREPARED FOR THE SOLE LIMITED PURPOSE OF PROVIDING A CONCEPT FOR THE PROPOSED DEVELOPMENT OF THE TRACT AND IS INTENDED ONLY FOR THE PRELIMINARY USE OF GOVERNMENTAL REVIEWING AUTHORITIES FOR THE PURPOSE OF OBTAINING A CHANGE IN ZONING, A GRADING PERMIT UPON APPROVAL OF A GRADING PLAN AND/OR APPROVAL OF A CONCEPT, AND IS SUBJECT TO SUCH COMMENTS, RECOMMENDATIONS OR REVISIONS AS MAY BE DEEMED NECESSARY OR APPROPRIATE IN FURTHERANCE OF SUCH PURPOSE. IN THE PREPARATION OF THIS PLAN, NO GRADING BALANCES HAVE BEEN DONE AND THIS DEVELOPMENT PLAN IS SUBJECT TO THAT WHICH A MORE DETAILED EVALUATION MAY INDICATE. THE LOCATION, CAPACITY AND AVAILABILITY OF UTILITIES ARE TAKEN FROM AVAILABLE INFORMATION WITHOUT CERTIFICATION; ACCORDINGLY, THE UNDERSIGNED DISCLAIMS RESPONSIBILITY FOR THE ACCURACY OF THE AFORESAID MATTERS AND FOR DILIGENCE THAT WOULD BE NECESSARY TO ADDRESS ALL OTHER ISSUES OF DEVELOPMENT.

TIMOTHY J. MEYER, P.E.
PROFESSIONAL ENGINEER

RICHARD G. NORVELL, P.L.S.
PROFESSIONAL LAND SURVEYOR
MO P.L.S. 2009000677



SHELBOURNE SENIOR LIVING

"LOT SPLIT OF SECOND ADJUSTED PARCEL C148 OF C148 AND C254C BOUNDARY ADJUSTMENT PLAT"

REVISED
5-12-2016

PRELIMINARY
DEVELOPMENT
PLAN

REVISED:
05-14-2016
05-19-2016
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P2

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610.416.9635

City Council Memorandum

Department of Public Services



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning and Development Services

Date: May 5, 2017

CC Date: May 15, 2017

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

see Bill NO.
3148

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

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

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

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

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

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



City Council Memorandum

Department of Public Services



To: Michael O. Geisel, City Administrator
From: Justin Wyse, Director of Planning and Development Services
Date: May 5, 2017
CC Date: May 15, 2017
RE: **P.Z. 06-2017 City of Chesterfield (Unified Development Code- Articles 3 and 4)**

See Bill NO.
3149

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

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

Information regarding the proposed amendments follows.

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

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

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

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

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

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

Attachment

1. Article 3 and 4 Code Updates

City Council Memorandum

Department of Public Services



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning and Development Services

Date: May 9, 2017

CC Date: May 15, 2017

Re: **Summit—Topgolf Development:** A Record Plat for a 22.218 acre tract of land zoned "PC" Planned Commercial District located north of North Outer 40 Road and east of Boone's Crossing.

See Bill NO.
3150

Stock and Associates Consulting Engineers, Inc., on behalf of Topgolf USA, has submitted a Record Plat for Planning Commission review. The request is for the creation of a new three lot commercial development via the redevelopment of the former Hardee's Iceplex site. The subject site is zoned "PC" Planned Commercial District and is governed under the terms and conditions of City of Chesterfield Ordinance Number 2932. Currently, three separate lots of record exist on the subject site; however, the Record Plat will reconfigure the lots to allow the development of the proposed Topgolf recreation facility on proposed Lot B of the development. Proposed Lots A and C would allow for future development.

On May 8, 2017, the Planning Commission recommended approval of the Record Plat for the Summit—Topgolf subdivision with a vote of 7-0.

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

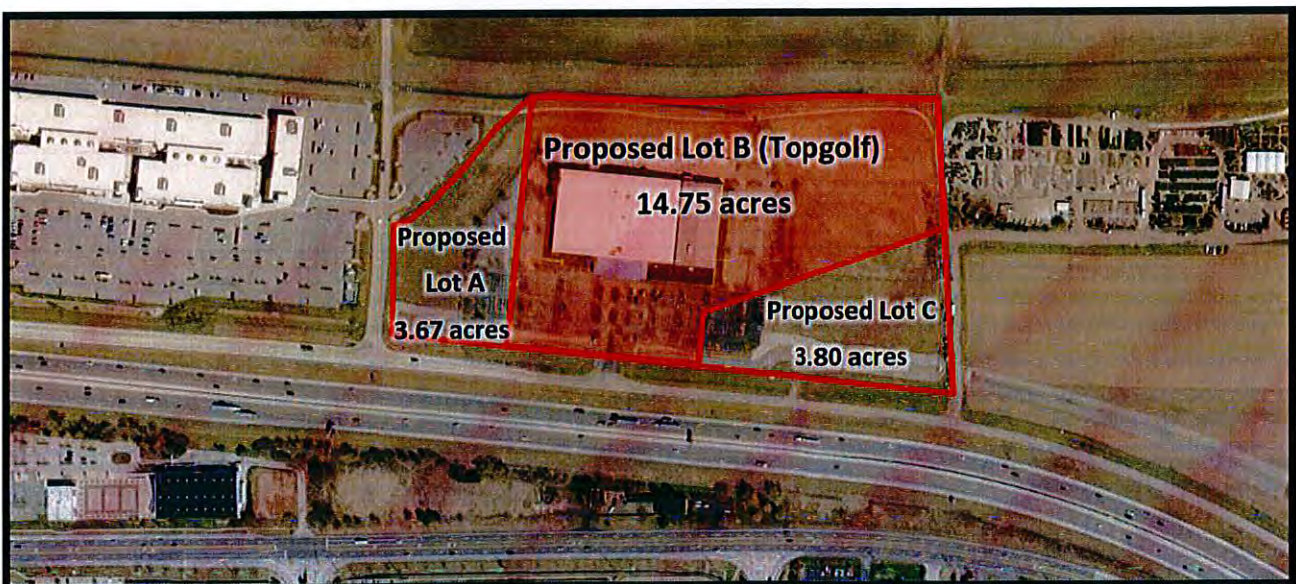


Figure 1: Proposed Summit Development/Topgolf Subdivision (lots not drawn to scale/approximated)

City Council Memorandum

Department of Public Services



To: Michael O. Geisel, City Administrator
From: Justin Wyse, Director of Planning and Development Services
Date: May 3, 2017
CC Date: May 15, 2017

Re: Larry Enterprises-Lynch Hummer, Lot A1 (Lot Split): A Lot Split for Lot A1 of Larry Enterprises-Lynch Hummer, zoned "PI" Planned Industrial District and located on the north side of North Outer 40 Road west of Boone's Crossing (17U520236).

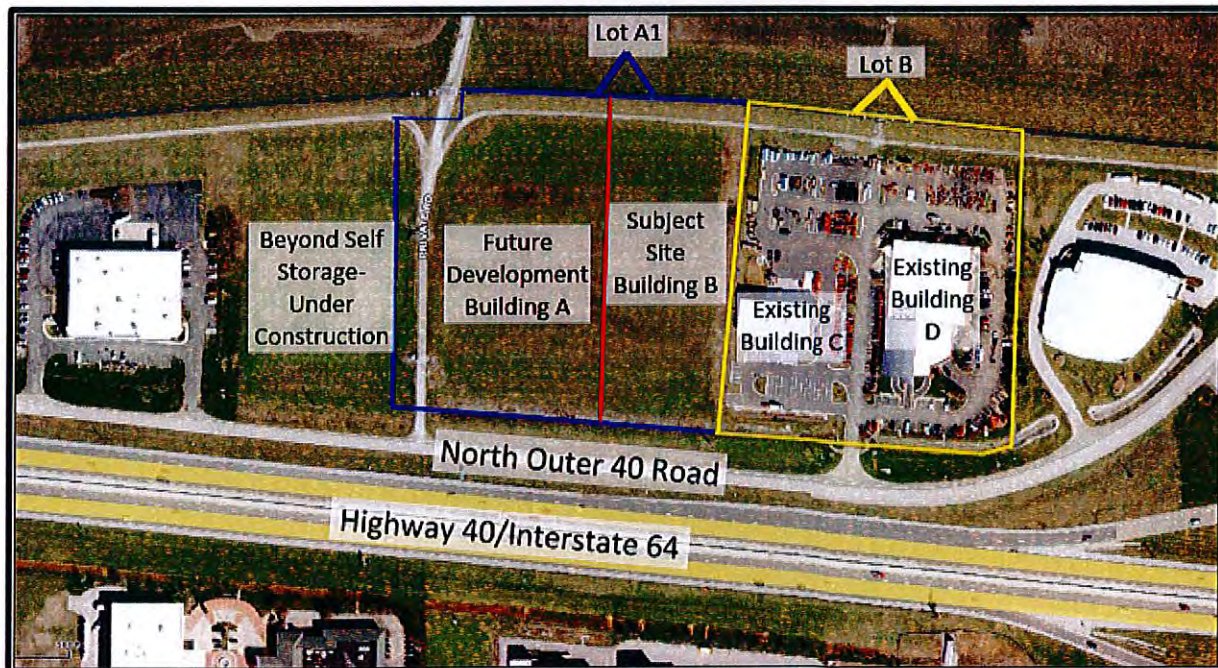
See Bill NO.
3151

Stock & Associates Consulting Engineers, Inc., on behalf of McBride Design, LLC, has submitted for review and approval a Lot Split Plat for an 8.356 acre tract of land zoned "PI" Planned Industrial District located at 641 North Outer 40 Road.

The purpose of said Lot Split is to create two lots; the first with 3.107 acres and the second with 5.249 acres of land. Additionally, the plat creates a cross access easement to provide shared entrances to the two lots.

For your information, Lot Split Plats are only reviewed by City Council.

Attached to the legislation, please find a copy of the Lot Split Plat.



FINANCE AND ADMINISTRATION COMMITTEE

The Finance and Administration Committee met on Monday, May 8th which resulted in several action items for the May 15, 2017 City Council meeting.

Health Insurance Renewal

The F&A Committee unanimously recommended renewal of the City's Health Insurance benefit as offered by SLAIT with a 2% premium increase, with the premium distribution remaining the same as it has been since 2009. Employees with Single coverage pay a flat \$100 premium. The premium for family coverage is calculated as 50% of the premium above single coverage. In 2016, the premiums were:

Single Coverage: Employee paid - \$100, City paid \$328.02

Family coverage: Employee paid - \$382.80, City paid \$810.83

Please refer to Finance Director – Craig White's memorandum dated May 4th, 2017 comparing these premiums with 27 area municipalities included in the Des Peres study.

Premium Surplus Redistribution

SLAIT is reimbursing the City of Chesterfield \$130,681 as "excess premiums" charged for Health insurance in the 2010-2011 plan year. Finance Director – Craig White has calculated that 76% (\$99,065) of this amount was contributed by the City of Chesterfield while 24% (31,616) represents premiums paid by employees. The F&A Committee unanimously recommended acceptance of Staff's recommendation to use the \$140,681 to "pre-pay" and fully offset both the 2% increase in premiums (\$29,780) and the full cost of the 2017-2018 HRA plan (\$100,000). In doing so, the City will realize the full \$100,000 in budgeted savings for 2018 and will not budget any increase in health premiums for the 2017-2018 plan year. Please refer to Finance Director – Craig White's memorandum dated May 4th, 2017 for a more thorough discussion of the HRA plan and comparisons to the 27 area municipalities included in the Des Peres study.

Tracphone Settlement

As more detailed in Finance Director – Craig Whites memo dated April 28th, 2017, the City received \$30,847 as Chesterfield's share of the Tracphone Wireless settlement. The F&A Committee unanimously recommended to contribute 5% (\$1,542.35) of this cash settlement to the MML Advocacy fund to replenish the reserve for future litigation efforts.

Management Information Systems Citizens Advisory Committee

As more detailed in the attached memorandum from Information Technologies Director – Matt Haug, the F&A Committee unanimously endorsed staff's recommendation to reduce the membership on this advisory committee from 17 to 9. That membership includes 2 members from each ward and one member at large. This is a technical work group and is called upon to review detailed information. It is the belief of the current advisory members and the IT Director, that a smaller committee provides for better discussion and decision making. The F&A Committee unanimously endorsed the reduced advisory committee membership which

represents an exception to the standard policy for Citizen's Advisory Committee membership which requires 17 members.

Municipal Court Software – JusticeWeb

As more detailed in the attached memorandum from Assistant City Administrator – Libbey Tucker, the F&A Committee unanimously endorsed staff's recommendation to purchase the integrated add-on module to our current court software (Justware), to make satisfy the Missouri Supreme Court changes in operational instructions. This software purchase requires an initial transfer of \$18,000 from the General Fund – Fund Reserves. Purchase of this software will also increase the annual software maintenance costs by \$12,000.

Meet the Legislators event

The F&A Committee, by a vote of 3 -1, recommended that the City Council rescind its prior approval of the Meet the Legislators events as well as the \$3,000 fund transfer.

The next meeting of the F&A Committee is scheduled for Monday, June 28th at 5:45 pm.

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

MEMORANDUM

TO: Mike Geisel, City Administrator
FROM: Craig White, Finance Director
DATE: May 10, 2017
SUBJECT: Finance & Administration Committee
May 8, 2017

The Finance & Administration Committee met on Monday, May 8, 2017. Those in attendance included: Chairman Tom DeCampi, Ward IV, Councilmember Barb McGuinness, Ward I; and Councilmember Randy Logan, Ward III.

Councilmember Ben Keathley, Ward II, was not present at the beginning of the meeting.

Those also in attendance included: Councilmember Guy Tilman, Ward II; Councilmember Dan Hurt, Ward III; Councilmember Michelle Ohley, Ward IV; Chris Graville, City Attorney; Mike Geisel, City Administrator; Craig White, Finance Director; Libbey Tucker, Assistant City Administrator; Matt Haug, Information Technology Director; Ray Johnson, Police Chief; and seven members of the public.

Chairman DeCampi called the meeting to order at 5:30 p.m.

I. APPROVAL OF MINUTES

Councilmember McGuinness made a motion to approve the minutes of the February 27, 2017 Committee Meeting. The motion was seconded by Councilmember Logan and **passed by a voice vote of 3 to 0.**

II. NEW BUSINESS

A. Selection of Vice-Chair

Councilmember Keathley joined the meeting at 5:34 pm.

Chairman DeCampi motioned to approve Councilmember McGuinness as Vice-Chair of the Finance & Administration Committee. The motion was seconded by Councilmember Keathley and **passed by a voice vote of 4 to 0.**

B. Selection of Ex Officio Liaison Member to the F&A Citizens' Advisory Committee

Craig White, Finance Director, indicated that the position was vacated with Councilmember Tilman no longer being a member of the F&A Committee and needed to

be filled by a current Committee Member. The position is responsible for filling the vacant Committee seats and assisting the Advisory Committee as they fulfill their defined responsibilities.

Councilmember McGuinness motioned to nominate Councilmember Keathley as the Ex Officio Liaison Member to the F&A Citizens' Advisory Committee. The motion was seconded by Councilmember Logan and **passed by a voice vote of 4 to 0.**

C. 2017 F&A Committee Meeting Schedule

Mr. White introduced the 2017 F&A Committee Meeting Schedule for informational purposes noting that it contains meetings that are scheduled and will automatically take place without action from the Committee (with the exception of the May 22nd meeting which had been rescheduled to May 8th). He indicated that meetings could be added or removed from the schedule at the Committee's direction.

Councilmember McGuinness made a motion to add a June meeting subject to the Committee's availability. Mr. White indicated that meetings were typically scheduled on the 4th Monday in June (June 26th) unless there was a conflict. He would verify that the Committee was able to form a quorum on that date before adding it to the City calendar. The motion was seconded by Councilmember Keathley and **passed by a voice vote of 4 to 0.**

D. Health Insurance Renewal

Mr. White provided a summary of the Health Insurance memo that had been included in the meeting packet and indicated that there would be two action items for the Committee: Approval of the current healthcare plan maintaining the City's traditional allocation of benefits between City and employee utilizing a premium reimbursement to forward fund the 2018 HRA reimbursement expenditures and the increase in HRA premium costs for the 2017-18 plan year.

Mr. White provided a high level overview of the health plan covering, among other things, that the City was protected from catastrophic loss through its membership in the SLAIT health insurance pool; would see a 2% increase in health insurance premiums for the 2017-18 plan year; the City's cost for family health insurance is second lowest of 27 cities that participated in a recent study; Chesterfield will receive a \$130,681 reimbursement of 2010-2011 surplus premiums from SLAIT; the City offers an HRA plan in which deductibles are reimbursed to employees; the HRA cost is approximately \$100,000 per year or \$474 per employee. Mr. White also described the allocation of premiums between the City and employees. For the single plan the employee pays \$100/month - \$1,200/year and the City pays \$328.02/month - \$4,593.66/year. For the family plan the City pays the full premium of insuring the employee PLUS one-half the cost of insuring the family: \$382.80/month - \$4,593.60/year and the City pays \$810.83/month - \$9,729.96/year.

Councilmember Logan asked how the City's rate increase compared to other cities in SLAIT. Mr. White indicated that Chesterfield was in the second of three tiers with the most favorable tier receiving no premium increase, the second tier a 2% increase, and third tier cities at 4% increase.

Councilmember McGuinness discussed the portion of the premiums paid by the City versus the employees and indicated that employees did not have a lot of skin in the game. There was a brief discussion about the benefits of SLAIT membership and the difficulties one local municipality has experienced since dropping out of the pool. Mr. Geisel noted that the \$130,681 premium reimbursement would be sufficient to cover the increase in City's premiums for the 2017-18 plan year and the estimated annual HRA cost of \$100,000. Mr. Geisel clarified that the \$130,681 was estimated to represent \$99,065 or 76% paid by the City and \$31,616 or 24% paid by employees.

Councilmember McGuinness suggested that employees in the private sector pay their own deductible. Councilmember Logan stated that he paid the deductible for his employees and Councilmember Tilman indicated that he was aware of other businesses with HRA plans. Councilmember McGuinness clarified that her concern was that the deductibles were paid by taxpayers rather than the employees. Councilmember Logan indicated that the employees worked for the taxpayers and he felt it represented a reasonable benefit based on the information presented.

Councilmember Hurt indicated that he was waiting to evaluate this benefit, in relation to the benefit package as a whole, with the ongoing compensation and benefit study.

Councilmember Tilman clarified that the City was not obligated to report the city/employee portions of the premium payments. Mr. Geisel responded that this was not necessary to report to SLAIT but a decision is needed so employees can be presented with this insurance cost information for the City's open enrollment which will begin on June 1st.

After completing the discussion, Mr. White reintroduced the two action items:

1. The City renews the current healthcare plan benefits for the 2017-18 plan year using the existing allocation method for determining how the premiums are paid by the City and employees.
2. The City use the \$130,681 premium reimbursement to forward fund the increase in premiums for the 2017-18 plan year and the 2018 budgeted HRA cost.

Councilmember Logan clarified that this action would be sent to Council if approved by the Committee and made a motion to renew the healthcare plan premiums for the 2017-18 plan year using the existing allocation method as recommended by staff in Mr. White's memo dated 5/4/2017. The motion was seconded by Councilmember Keathley for discussion. Councilmember Keathley asked for clarification on the timeline of the renewal. Mr. Geisel indicated that the City was notified of the 2% premium increase by SLAIT in April and this was the first opportunity to bring it to the Committee. A renewal and determination of the City/employee allocation was needed for the open enrollment period beginning on June 1st. Mr. Keathley indicated that he was hesitant to move forward to move forward on the

healthcare plan due to concerns regarding the deductible more so than the premium. The motion **passed by a voice vote of 4 to 0.**

Councilmember Hurt asked for feedback from CBIZ regarding premiums, deductibles and HRA plans based on the data they have access to.

Councilmember Logan made a motion to use the \$130,681 premium reimbursement to forward fund the increase in premiums for the 2017-18 plan year and the 2018 budgeted HRA cost as recommended by Mr. White in his memo dated 5/4/2017. The motion was seconded by Councilmember McGuinness. Councilmember Keathley asked for clarification on Council's options at Monday's meeting. Mr. Geisel clarified that Council could accept the motion as presented, eliminate the HRA entirely, keep a component of the motion, or chose to use the \$130,681 for other purposes and fund the health premium increase and HRA program through the 2018 budget. The motion **passed by a voice vote of 4 to 0.**

E. TracFone Settlement – Advocacy Fund

Mr. White notified the Committee that the City received a \$30,847 settlement from TracFone Wireless, a prepaid wireless provider. This company had previously refused to pay license taxes on its prepaid wireless services. The Missouri Municipal League represented 295 Missouri municipalities, including Chesterfield, in the suite. The MML Advocacy Fund has asked the represented municipalities to contribute 5 percent or more of the settlement to help MML continue to lobby and intervene at the state and federal level in cases and actions affecting cities. Mr. White recommended that the City contribute 5% (\$1,542.35) of the recent settlement to the MML Advocacy Fund. The MML Advocacy Fund supports the litigation for this and other issues.

Councilmember Logan indicated that Council wrestled with the decision to make the payment in 2008. Mr. Geisel clarified that the City had actually funded the class action suit in 2008 whereas it had not contributed any funds for this litigation.

Councilmember Logan made a motion to contribute 5% (\$1,542.35) of the recovery to the MML Advocacy Fund upon receipt of the settlement payment. City Attorney Chris Graville indicated that this would be in addition to 25% of the settlement paid directly to the Plaintiffs' attorneys in the class action suit. Councilmember Logan clarified that this would be paid out of General Fund – Fund Reserves. Councilmember Keathley verified that the money being allocated was strictly from the settlement. The motion was seconded by Councilmember McGuinness and **passed by a voice vote of 4 to 0.**

F. Court Software

Assistant City Administrator Libbey Tucker presented information relative to the requested purchase of a new software component for municipal court called JusticeWeb. The Missouri Supreme Court has recently enacted new "Standards of Operations" for Municipal Courts. One of the requirements is that municipal courts offer a public access portal which shows court dates, fines and if there are warrants issued. The City of Chesterfield currently uses Justware software to manage our court documents. Our

courts are very satisfied with our existing systems and recommends against a change in our current software. Court Administrator Nancy Morr and Information Technology Director Matt Haug, have reviewed the JusticeWeb software component and feels it best meets our needs to accomplish this requirement.

The initial cost of this add-on software module is \$18,000, including one year of support. The regular maintenance cost thereafter is \$12,000 annually. These are unbudgeted funds and would come from fund reserves above the 40% requirement.

A motion was made by Councilmember Keathley and seconded by Councilmember Logan to recommend to City Council, the authorization to purchase the JusticeWeb software component at a price of \$18,000 to be funded from General Fund Fund Reserves. The motion passed by a vote of 4-0.

Next a motion was made by Councilmember McGuinness to suspend the rules and move from Unfinished Business, Item A. Live Streaming to the next discussion item, as it relates to Item G. Audio Recording of Council Meetings. The motion was seconded by Councilmember Logan and passed by a vote of 4-0.

G. Live Streaming/Audio Recording of Council Meetings

Mr. Haug presented information on results of a survey of other six other cities that currently offer video recordings and live streaming of City Council meetings. The costs varied widely depending on the quality of production and equipment used and whether the work is done in house or by a third party provider. Mr. Haug stated that the equipment and installation cost would be approximately \$30,000. To stream and host the videos would cost \$600 per month and two staff persons required to manage this function would cost \$110,000 annually. After the initial startup costs of \$31,000, the annual costs for this service annually would be approximately \$120,000.

After considerable discussion, Councilmember Logan asked staff to prepare a survey of residents to determine whether video streaming of meetings is a service they would use. Mr. Geisel assured the committee that this could be done in a timely manner through placement in the City newsletter and our various social media channels and web site.

A motion was made by Councilmember Logan to postpone the discussion of Live Streaming of Council meetings to the July 24 Finance & Administration Committee meeting. The motion was seconded by Councilmember McGuinness and passed by a vote of 4-0.

H. Victims' Rights Bill

Chair DeCampi introduced the topic as an item that was previously brought to the Public Safety and Health Committee before it was moved to the F&A Committee. At that time, Mr. Graville reviewed the State Statute on Victims' Rights and suggested that the City consider an ordinance outlining a framework for the Municipal Court to follow the State mandates. Since that recommendation Mr. Graville has worked with the Chief of Police and City Prosecutor to craft such an ordinance. He noted that the State Statute, which described the manner in which crime victims are to be notified of the legal activity relating to their case, focused on a number of violent crimes that were infrequent in

Chesterfield. They redesigned the Ordinance with a focus on crimes occurring in Chesterfield and produced a more refined draft. At this point it has been reviewed by the City Prosecutor and sent to the Police Chief and City Administrator for review.

Councilmember Logan voiced concern over additional potential liability to the City and the effort needed to notify national retailers of the progress on local cases involving theft. Mr. Graville verified that there would be some costs to ensure that these communications are made. Councilmember Logan asked if any of these retailers had been asked for their input on such an ordinance. Mr. Graville indicated that he had discussed this with the City Attorney and, while some companies may be indifferent, this would likely alleviate a frustration of the courts relating to the ability to successfully prosecute crimes.

Councilmember DeCampi pursued further identification of how this would impact minor violations such as traffic accidents. Mr. Graville indicated that this would be at Council's discretion but the State's Bill did not cover that type of activity. Other aspects of the Ordinance were discussed such as victims' rights being paramount to defendants' rights.

Councilmember Logan made a motion to postpone this to the June F&A Committee meeting. The motion was seconded by Councilmember McGuinness and **passed by a voice vote of 4 to 0.**

I. Replacement of City's Representative to the Chesterfield Valley TDD

Chairman DeCampi stated that this item was referred to the committee from the last City Council meeting. City Administrator - Mr. Geisel currently holds a seat on the TDD Board, along with Mayor Nation and St. Louis County Executive Steve Stenger and his designee, Stephanie Leon Streeter, Deputy Director-Transportation & Public Works, St. Louis County. Mr. Geisel has offered up his seat to be replaced by someone the Mayor or City Council designates. There was a general consensus from the discussion at the City Council meeting that no one from City Council was interested, nor thought it appropriate, to participate on this Board. Therefore, Mr. DeCampi had suggested that a resident, John Hammond, would be someone he would recommend due to his past involvement in the formation of the City and general interest in the community. He said he had spoken with Mr. Hammond who was interested in participating on the TDD Board.

Councilmember Logan stated that he prefers the representative be a City employee. They would have knowledge of the City and technical expertise required. He does not feel it's appropriate for someone from City Council to be the representative as they are only one person and may not fully represent the interests of the full Council. Additionally, Councilmember Logan stated he is not supportive of appointing a resident. He questioned whether Mr. DeCampi's suggestion was cronyism since Mr. Hammond also served as his campaign treasurer. Mr. DeCampi stated it would not be as Mr. Hammond was an independent thinker. He also noted that Brenda Talent's name had

been suggested, as she's a resident within the TDD voting district. Mr. Logan stated that due to Ms. Talent's position with a group that is questioning the use of TDD's and other special districts around the state, he felt she would not be an appropriate appointment who could be objective.

Councilmember Keathley stated he would rather have an elected official as a representative on the TDD. Councilmember Tilman raised a question as to what governs the composition of the TDD Board? What documents exist that can clearly outline who is to be making this appointment and did the Councilmembers even have that authority? He feels that more information is needed in order to make a decision, if they even have the authority. Once we know that, then if Councilmembers can make that appointment, they can discuss the process and vetting of candidates. Mr. Geisel explained that it was set up by the Court system in St. Louis County and is a separate entity from the City. It is government by a development agreement. He stated he would provide information from those documents relative to the structure of the Board and elections of members to the City Council prior to Monday's Council meeting. He noted that it is technically the Mayor's designee who participates on the Board with the Mayor, but there is not a lot of guidance in the document relative to that process. He noted that it has been made very clear through his hiring process that he works directly for the Mayor, that his vote would be tethered to the Mayor's vote on the TDD Board. However, he noted that it is important for the representative to be knowledgeable about and familiar with the TDD projects and processes for completing the projects. Mr. Geisel noted that he is also the Executive Director of the TDD, which is not a voting position, but administrative. He coordinates the meetings, administrative functions and distribution of agenda packets.

Councilmember Hurt stated he had conversations with both John Hammond and Brenda Talent about being on the Board. They both indicated that if the TDD was a benefit to the taxpayers, they would consider the appointment. However, Ms. Talent was concerned that it could compromise her state-wide efforts in reviewing TDDs that are being misused. Councilmember Hurt stated he trusts Mr. Geisel's judgment as a representative on the TDD.

The Committee directed staff to provide information about the structure of the TDD Board, who can make appointments, etc.

J. Meet the Legislators Event

City Council previously authorized \$3,000 be spent from General Fund - Fund Reserves to host a "Meet the Legislators" event, to take place on July 22 during a regularly scheduled concert at the Amphitheater. State elected officials and elected officials from surrounding communities would be invited to participate in a special reception at the concert.

Chairman DeCampi explained that he asked for this to be placed on the agenda as he doesn't feel this is an appropriate use of the City's money. He noted that it is a "big issue" in Ward IV. Councilmember Ohley also stated it was a big discussion point during her campaign when talking with residents. She doesn't see how it will benefit the residents.

Mr. Geisel explained that the public benefit is the opportunity for the City to foster relationships with State elected officials so when there is an issue we need assistance with at the State level, there is familiarity between Chesterfield officials and State officials. Having ongoing relationships and an awareness of the local officials allows the local interests to be represented more effectively in Jefferson City. Additionally, we can begin to create legislative agendas on issues that affect the City that we can make known to our state elected officials for which we can seek their assistance. Additionally, Mr. Geisel stated that one of his tasks assigned to him by City Council was to improve relationships with neighboring cities and this would be a way to accomplish that. Many communities host larger events at the Capitol with significantly more expense and this small reception would be very cost effective.

Councilmember Logan stated that that Chesterfield has not had a presence in the legislative realm with the Missouri Municipal League and the Mayor asked him to serve on the Legislative Committee this year with MML. Councilmember Logan noted that Chesterfield's absence was noticeable and they welcomed our interaction with the Committee. He stated that this outreach is important and is a way to foster and grow those relationships at a relatively low cost as the concert is already occurring.

Chairman DeCampi stated he felt it was in the public's interest and has the perception of being a private party. Councilmember Tilman inquired as to whether a delegation could go to Jefferson City and have a similar outcome.

A motion was made by Councilmember DeCampi to rescind the \$3,000 for the "Meet the Legislators" event and forward to City Council for final consideration. The motion was seconded by Councilmember Keathley. The motion was passed by a vote of 3-1 with Councilmember Logan voting no.

K. Release of Emails

The Mayor asked this item to be placed on the agenda, relative to the release of e-mails between Prosecuting Attorney Tim Engelmeyer and former Councilmember Connie Fults regarding an issue of trash container placement by resident Lynn Dull. Councilmember McGuinness expressed that she thought the issue had been resolved through our courts and also through ordinance amendments. Mr. Geisel stated that an ordinance amendment was discussed at the Planning & Public Works Committee meeting on May 4 that requires residents to store solid waste containers inside their garage or within any side or rear yard, so that the containers are not visible from any street which abuts the property. Additionally, the ordinance violation by Ms. Dull was addressed through the court system by a mutually agreed-upon solution.

Councilmember McGuinness expressed that there should be no reason the e-mails are relevant at this point. Mr. Geisel stated that City Attorney Chris Graville has previously advised that the e-mails can be released if authorized by City Council.

A motion was made by Councilmember Keathley and seconded by Councilmember Tilman to recommend the release the e-mails between Prosecuting Attorney Tim

Engelmeyer and Councilmember Connie Fults relative to the Lynn Dull trash container issue.

After further discussion Chairman DeCampi amended the motion to take the issue up at the June 5 City Council meeting. The motion was seconded by Councilmember McGuinness and the motion to amend was approved by 3-1 with Councilmember Logan voting no.

A motion was made by Councilmember Keathley and seconded by Councilmember McGuinness to further discuss the motion at the June 5 City Council meeting. The motion was approved by 3-1 vote with Councilmember Logan voting no.

L. Workers' Compensation Results

Mr. Geisel stated that this item is informational only and that the City of Chesterfield has the lowest "experience modifier factor" or EMR for all cities in the SLAIT program for the fifth year in a row. Due to the attention to safety of our workers, this results in the City paying the lowest premium possible for worker's compensation insurance and has reduced our costs by \$100,000 from the average premium.

M. Restructuring of the Management Information Systems Citizens Advisory Committee

Information Technologies Director Matt Haug stated that he would like to request that the MIS CAC committee size be reduced to 9 members (two from each ward and one at-large) from the current 17-member structure (four from each ward and one at-large). This is due to the highly technical nature of the committee and the topics in which they discuss. Managing a larger group would be very difficult. The Chairman of the MIS CAC Committee, Scott Berlinger supports Mr. Haug in this recommendation.

A motion was made by Councilmember Logan and seconded by Councilmember McGuinness to reduce the size of the Management Information Systems Citizens Advisory Committee to 9 members, two from each ward and one at-large. The motion was passed by a vote of 4-0.

III. UNFINISHED BUSINESS

A. Live Streaming

The Live Streaming discussion was combined with the Audio Recording of Council Meetings discussion in "New Business".

B. Unfinished Business

The following *Unfinished Business* agenda items were not reviewed.

1. Business License Overview

- 2. Review of City Council Policies: 22, 24 & 29**
- 3. City Attorney, Prosecuting Attorney, and Municipal Judge Reform**
- 4. Review of City Code: Ordinances 3082 – 3089**
- 5. Review of City Code: Chapter Two Administration – Volume 3**

IV. ADJOURNMENT

The meeting was adjourned at 8:27 p.m.



M E M O

DATE: May 4, 2017
TO: Mike O. Geisel, City Administrator
FROM: Craig D. White, Finance Director *CDW*
RE: Health Insurance Costs

Health insurance is the City's third largest General Fund expenditure, only exceeded by salaries and debt service. The City recently received notification of premium increases for the 2017-18 plan year and a premium reimbursement representing a plan surplus from the 2010-2011 plan year. In light of this and the ongoing compensation and benefits study, now seems like the appropriate time to revisit the City's health insurance plan/expenditures.

St. Louis Area Insurance Trust (SLAIT)

Since 2009, the City of Chesterfield has been a member of the St. Louis Area Insurance Trust (SLAIT) health insurance pool. The pool is currently made up of approximately twenty (20) professionally-managed cities and subdivisions which includes 4,500 employees/dependents who are insured by the "pool". The size of the pool gives the City significant protection from any sort of catastrophic loss, which would otherwise cause our rates to climb sharply.

SLAIT's Board regularly bids the health insurance provider and recently shifted from "United Healthcare" to "Anthem Blue Cross/Blue Shield". The Board views its role as an "insurance broker" and is not bound to any individual insurance company. When making any such change, the Board works to minimize costs, maintain insurance benefits and doctor/hospital availability/access, for the participating City's employees and their families.

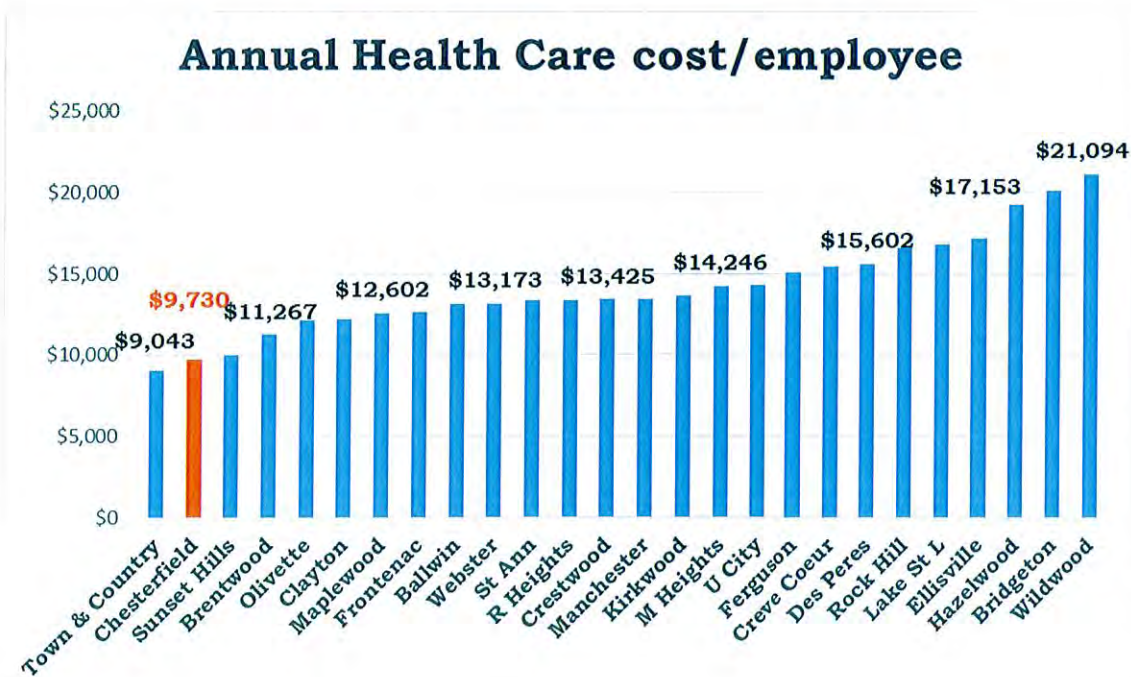
Each year, the member cities are independently rated based on their prior claims experience. Based on Chesterfield's superior claims experience from July 2014 – February 2017, the City will experience only a 2% rate increase during the 2017-18 plan year (see attached memo from SLAIT). The very favorable rate increase of only 2% represents an estimated \$29,780 increase in premiums which is shared by the City and its employees.

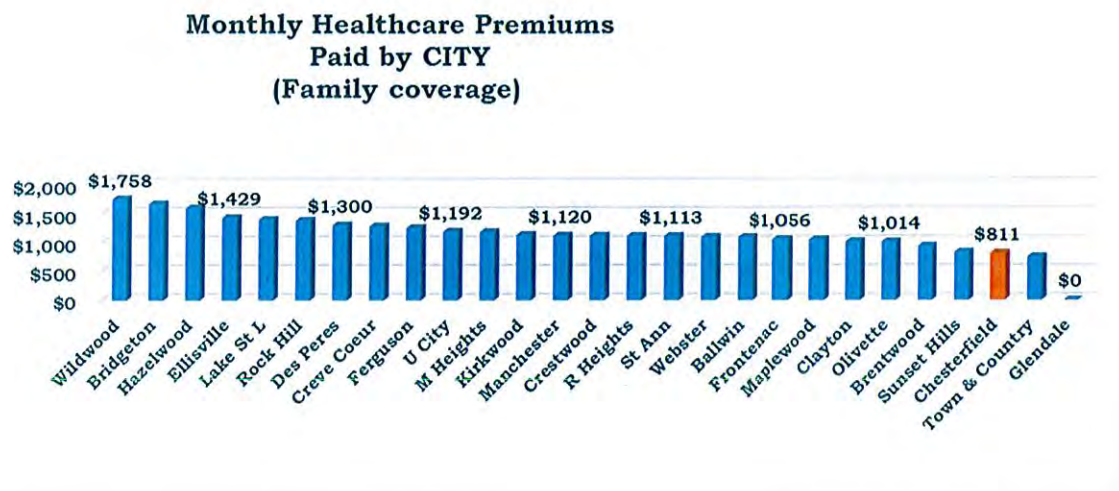
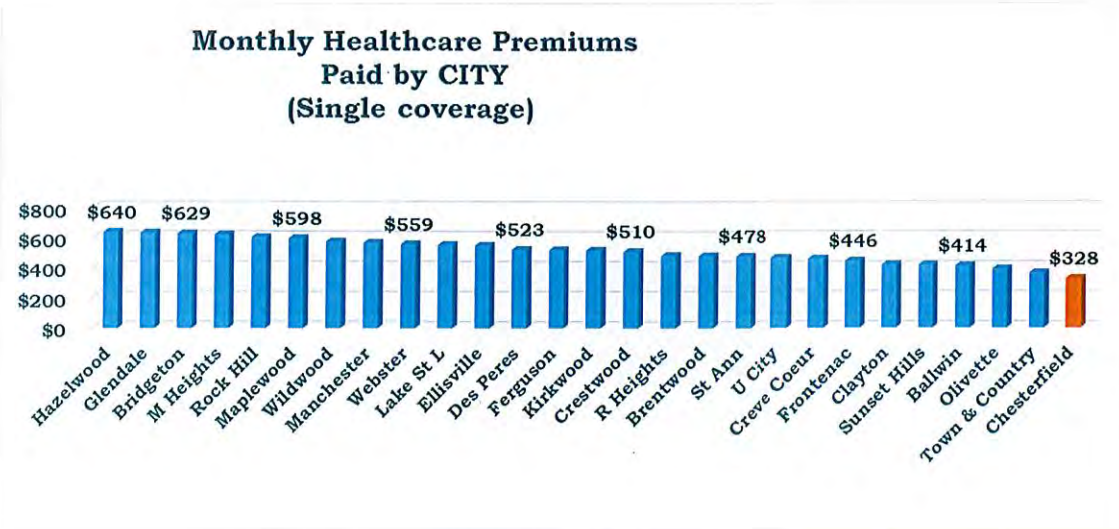
Healthcare Insurance Premiums

During 2016, the City's health insurance expenditures totaled \$1,489,971. This represents the City's annual portion of the premiums which are paid by both the City and City employees. For the 2016/17 plan year, this split was \$328.02/\$100.00 employee for the single plan and \$810.83/\$382.80 employee for the family plan. On an annual basis, this amounts to \$3,936.24/\$1,200 for single and \$9,729.96/\$4,593.60 for the family plan. There are currently 96 employees on the single plan and 115 on the family plan (211 total).

Cost Comparison to Other Area Municipalities

The City's health insurance plan has many moving components including type (single/family), cost (city/employee), deductibles, deductible reimbursements, network, premiums, etc. When analyzing the plan from a management standpoint, I focus on the total cost to the City. ***The average annual cost of the City's family health insurance plan is \$10,204 (premium plus average HRA cost). Of the 27 cities in the referenced study, the City of Chesterfield's cost for the annual family premium under Chesterfield's coverage is the second lowest at \$9,730 (the average is \$14,180 and highest, Wildwood, is \$21,094).*** The following graphs depict the City's contributions for employee healthcare as compared to 27 metro communities. Please note that this information comes from a healthcare cost study completed by the City of Des Peres earlier this year.





As evidenced by the graphs provided and the data tables provided as appendices, the City of Chesterfield contributes the least or near the least of the 27 surveyed cities for employee healthcare even with the Healthcare Reimbursement Account included.

Premium Surplus Redistribution

In each of the last two years, 2016 and 2017, the SLAIT Board approved a reimbursement of prior years' surplus premiums which had not been paid out for healthcare claims. This was made on a pro-rata basis to members that participated in the Plan during the 2010-2011 policy year which was closed out. Chesterfield will receive a payment of \$130,681 (coded to "other revenues" per accounting rules). It should be noted that the premiums paid to SLAIT for healthcare insurance is a cost that is paid by both the City and the employee.

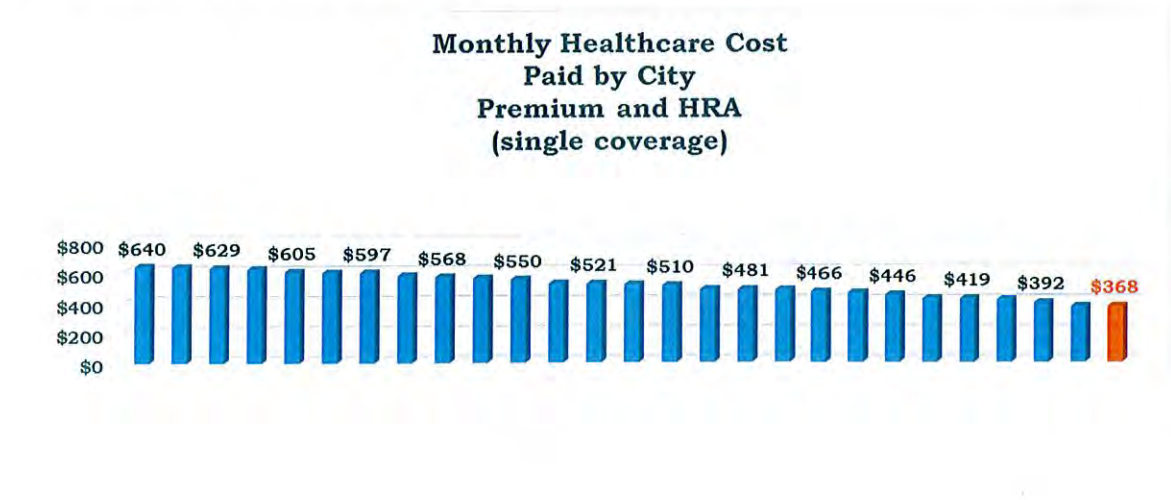
Of the \$130,681 reimbursement, we estimate that \$31,616 (24%) of this amount represents premiums paid by employees, while \$99,065 (66%) reflects premiums paid by the City. If the City were not a member of SLAIT, there would be no distribution of prior year premiums as such excess payments resulting from superior claims experience would simply be captured as profit by the private provider.

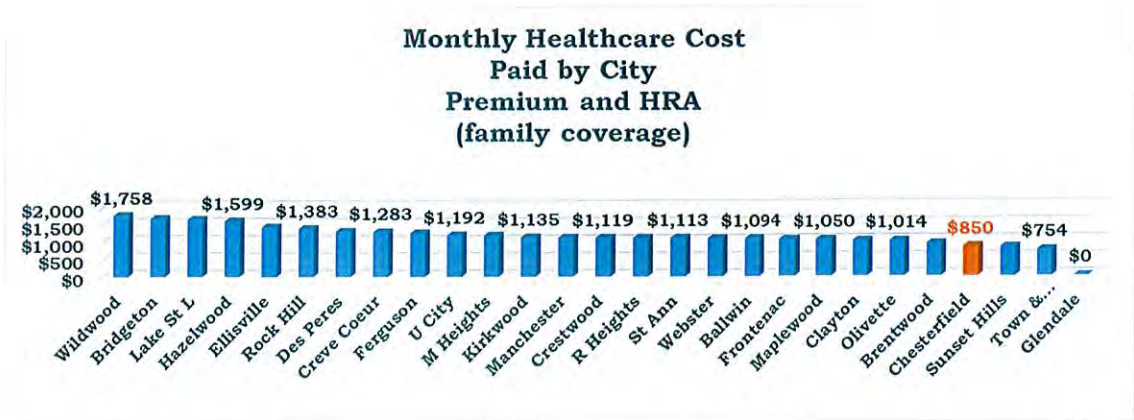
Healthcare Insurance Deductibles

The City’s in-network family deductibles are slightly higher than the average of the 27 area municipalities that participated in a recent study (\$3,000 vs \$2,889). The City moved from a low deductible to high deductible plan several years ago, to slow the rapidly rising premium costs, and implemented a health reimbursement (HRA) plan. The savings from the high deductible plan exceeded the City’s HRA cost, which has remained approximately \$100,000/year since its implementation.

Healthcare Reimbursement Arrangement (HRA) Plan

The City’s HRA plan reimburses employees up to 100% of their deductible payments. In essence, it is a \$3,000 dollar benefit to the employee (\$1,500 for single coverage). **17 out of the 27 municipalities that participated in the previously mentioned study offer an HRA plan**, 6 of which cover 100%. Chesterfield has 211 fulltime employees that utilize the City’s health insurance plan. The City’s actual cost of this benefit is not the full \$3,000 or \$1,500 but rather depends on the eligible deductibles incurred and submitted during a given year. This total cost has been approximately \$100,000 since the plan was adopted and is budgeted at \$100,000 for 2017. This means that the City can offer a \$1,500/\$3,000 benefit to employees at a cost of \$474/employee (\$100,000/211 participating employees).





Premium Allocation – 2017-2018 Plan Year

The City has been notified that our premiums for the 2017-2018 plan year will increase by 2%. Historically, the City Administrator has determined the allocation of premium costs, between the City and employee, using the following model:

Single Plan

- Employee cost = **\$100/mo** - \$1,200/year
- City cost = **remaining premium** (\$328.02/mo - \$4,593.66/year)

Family Plan

- Employee Cost = Total Family Premium Less Employee Cost Less one-half of remaining premium
- City Cost = remaining premium
 - o Said another way, **the City pays the full premium of insuring the employee plus one-half the cost of insuring the family**

	2016-17	
Family	\$ 14,323.56	
Single	\$ 5,136.24	(1) City covers
	\$ 9,187.32	Remaining split
50%	\$ 4,593.66	(2) Employee cost - family
(1)	\$ 5,136.24	
(2)	\$ 4,593.66	
	\$ 9,729.90	City cost - family insurance

Accordingly, Staff recommends that the City renew the current healthcare plan benefits for the 2017-2018 plan year. Further, we recommend that the City take advantage of the \$130,681 premium reimbursements to fully offset the increase in premiums and fully fund the HRA plan for the 2018 fiscal year. In doing so, the City will eliminate 2% cost of increased health premiums and eliminate the budgeted expense for the HRA plan for the 2017-18 plan year.

TOTAL MONTHLY INSURANCE PREMIUMS

Monthly Premium paid by City - Family Coverage

Wildwood	\$1,758
Bridgeton	\$1,672
Hazelwood	\$1,599
Ellisville	\$1,429
Lake St L	\$1,398
Rock Hill	\$1,383
Des Peres	\$1,300
Creve Coeur	\$1,283
Ferguson	\$1,254
U City	\$1,192
M Heights	\$1,187
Kirkwood	\$1,135
Manchester	\$1,120
Crestwood	\$1,119
R Heights	\$1,116
St Ann	\$1,113
Webster	\$1,098
Ballwin	\$1,094
Frontenac	\$1,056
Maplewood	\$1,050
Clayton	\$1,017
Olivette	\$1,014
Brentwood	\$939
Sunset Hills	\$833
Chesterfield	\$811
Town & Country	\$754
Glendale	\$0

Monthly Premium paid by City - Single Coverage

Hazelwood	\$640
Glendale	\$635
Bridgeton	\$629
M Heights	\$622
Rock Hill	\$605
Maplewood	\$598
Wildwood	\$577
Manchester	\$568
Webster	\$559
Lake St L	\$554
Ellisville	\$550
Des Peres	\$523
Ferguson	\$521
Kirkwood	\$517
Crestwood	\$510
R Heights	\$483
Brentwood	\$481
St Ann	\$478
U City	\$466
Creve Coeur	\$460
Frontenac	\$446
Clayton	\$421
Sunset Hills	\$419
Ballwin	\$414
Olivette	\$392
Town & Country	\$368
Chesterfield	\$328

TOTAL MONTHLY INSURANCE PREMIUMS (INCLUDING CHESTERFIELD HRA CONTRIBUTION)

Monthly Premium paid by City - Family Coverage (includes Chesterfield HRA expense only)			Monthly Premium paid by City - Single Coverage (includes Chesterfield HRA expense only)		
***	Wildwood	\$1,758		Hazelwood	\$640
***	Bridgeton	\$1,672	***	Glendale	\$635
	Lake St L	\$1,642	***	Bridgeton	\$629
	Hazelwood	\$1,599		M Heights	\$622
***	Ellisville	\$1,429	***	Rock Hill	\$605
***	Rock Hill	\$1,383	***	Maplewood	\$598
***	Des Peres	\$1,300		Lake St L	\$597
***	Creve Coeur	\$1,283	***	Wildwood	\$577
	Ferguson	\$1,254	***	Manchester	\$568
	U City	\$1,192		Webster	\$559
	M Heights	\$1,187	***	Ellisville	\$550
	Kirkwood	\$1,135	***	Des Peres	\$523
***	Manchester	\$1,120		Ferguson	\$521
***	Crestwood	\$1,119		Kirkwood	\$517
	R Heights	\$1,116	***	Crestwood	\$510
	St Ann	\$1,113		R Heights	\$483
	Webster	\$1,098	***	Brentwood	\$481
***	Ballwin	\$1,094		St Ann	\$478
***	Frontenac	\$1,056		U City	\$466
***	Maplewood	\$1,050	***	Creve Coeur	\$460
***	Clayton	\$1,017	***	Frontenac	\$446
	Olivette	\$1,014	***	Clayton	\$421
***	Brentwood	\$939	***	Sunset Hills	\$419
	Chesterfield	\$850	***	Ballwin	\$414
***	Sunset Hills	\$833		Olivette	\$392
				Town &	
***	Town & Country	\$754	***	Country	\$368
***	Glendale	\$0		Chesterfield	\$368

*** These communities have HRA reimbursement but the actual values are not disclosed and are not therefore included. The HRA reimbursement IS included in the Chesterfield value.

HEALTH INSURANCE SURVEY

Assembled by City of Des Peres

2017

Sorted by % Premiums Paid Purchased Thru Carrier	Wildwood	Hazelwood	Lake St L	Ellisville	Bridgeton	Des Peres	Ballwin	Creve Coeur	Rock Hill	Sunset Hills	Ferguson	Crestwood	Clayton	Maplewood	Glendale	U City	M Heights	St Ann	Brentwood	Olivette	Webster	Town & Country	Frontenac	Manchester	Chesterfield	Kirkwood	R Heights
	Broker	Broker	SLAIT	Broker	Broker	SLAIT	SLAIT	SLAIT	SLAIT	Broker	SLAIT	Broker	SLAIT	SLAIT	Exchange	SLAIT	SLAIT	SLAIT	SLAIT	SLAIT	Broker	SLAIT	SLAIT	Broker	SLAIT	Broker	SLAIT
	UHC	Cigna	Anthem	Cigna	UHC	Anthem	Anthem	Anthem	Anthem	UHC	Anthem	UHC	Anthem	Anthem	Anthem	Anthem	Anthem	Anthem	Anthem	Anthem	Cigna	Anthem (HSA)	Anthem	UHC	Anthem	BCBS	Anthem

Deductibles																											
In-Network - Employee	2,000	1,000	500	1,000	500	1,000	1,500	1,500	1,500	2,000	500	5,000	1,500	250	3,500	250	250	1,500	1,500	1,000	500	2,000	1,000	5,000	1,500	750	500
In-Network - Family	4,000	2,000	1,000	2,000	1,000	2,000	3,000	3,000	3,000	4,000	1,000	10,000	3,000	500	7,000	500	500	3,000	3,000	2,000	1,000	4,000	2,000	10,000	3,000	1,500	1,000
Out-Network - Employee	6,000	3,000	1,000	3,000	1,000	2,000	3,000	3,000	3,000	6,000	2,000	10,000	3,000	500	7,000	500	500	3,000	3,000	2,000	2,000	4,000	2,000	10,000	3,000	150	1,000
Out-Network- Family	12,000	6,000	2,000	6,000	2,000	4,000	6,000	6,000	6,000	12,000	4,000	20,000	6,000	1,500	14,000	1,500	1,500	6,000	6,000	4,000	4,000	8,000	4,000	20,000	6,000	3,000	2,000

HRA Reimbursement																						(HSA)					
Employee	90.0%	0.0%	0.0%	100.0%	0.0%	50.0%	66.7%	73.3%	100.0%	37.5%	0.0%	100.0%	66.7%	100.0%	92.9%	0.0%	0.0%	0.0%	75.0%	0.0%	100.0%	50.0%	50.0%	85.0%	100.0%	0.0%	0.0%
Family	45.0%	0.0%	0.0%	100.0%	0.0%	50.0%	66.7%	73.3%	100.0%	37.5%	0.0%	100.0%	66.7%	100.0%	92.9%	0.0%	0.0%	0.0%	75.0%	0.0%	100.0%	50.0%	50.0%	85.0%	100.0%	0.0%	0.0%
Net Employee Deductible	200	1,000	500	\$ -	500	500	500	400	\$ -	1,250	500	\$ -	500	\$ -	250	250	250	1,500	375	1,000	\$ -	1,000	500	750	\$ -	750	500
Net Family Deductible	2,200	2,000	1,000	\$ -	1,000	1,000	1,000	800	\$ -	2,500	1,000	\$ -	1,000	\$ -	500	500	500	3,000	750	2,000	\$ -	2,000	1,000	1,500	\$ -	1,500	1,000

Premiums:																											
Employee	576.84	639.61	597.21	611.49	629.00	581.05	437.82	541.30	604.73	432.21	578.91	572.98	467.69	598.40	634.62	548.19	621.56	525.62	480.72	490.38	559.06	367.71	495.61	631.18	428.02	636.36	536.35
Emp + Child(ren)	652.34	1,215.37	1,045.14	1,068.90	1,293.00	1,133.19	1,345.00	1,028.51	1,178.42	756.44	1,117.20	1,004.30	841.84	1,017.63		986.56	1,112.57	998.67	918.00	955.57	1,045.59	717.05	966.44	1,104.56	1,193.63	1,103.12	1,177.63
Emp + Spouse	1,761.16	1,344.42	1,194.39	1,223.00	1,419.00	1,350.47	833.64	1,136.77	1,168.00	864.46	1,217.85	1,145.94	982.15	1,316.49	1,269.24	1,151.00	1,392.28	1,103.80	1,012.58	1,025.06	1,320.13	772.20	1,040.78	1,262.37	1,193.63	1,260.72	1,303.21
Full Family	1,757.84	1,918.99	1,642.32	1,681.63	1,922.00	1,733.50	1,345.00	1,569.81	1,843.44	1,188.64	1,707.30	1,575.67	1,356.30	1,615.69		1,589.47	1,752.78	1,524.30	1,397.15	1,378.97	1,638.37	1,121.54	1,511.62	1,735.76	1,193.63	1,786.50	1,801.99
															At Age 50												
Paid by City																											
Employee	100.0%	100.0%	92.8%	90.0%	100.0%	90.0%	94.5%	85.0%	100.0%	100.0%	90.0%	89.0%	90.0%	100.0%	100.0%	85.0%	100.0%	91.0%	100.0%	80.0%	100.0%	100.0%	90.0%	90.0%	76.6%	81.2%	90.0%
Emp + Child(ren)	100.0%	88.2%	87.3%	85.0%	80.7%	90.0%	81.3%	82.6%	75.0%	78.8%	78.0%	79.0%	75.0%	73.0%	71.4%	75.0%	77.9%	73.0%	76.2%	75.1%	77.0%	75.6%	75.4%	72.9%	67.9%	69.4%	68.2%
Emp + Spouse	100.0%	86.9%	87.1%	85.0%	82.4%	90.0%	85.9%	82.4%	75.0%	75.8%	76.9%	79.0%	75.0%	84.0%	71.4%	75.0%	72.3%	73.0%	73.7%	74.8%	73.0%	73.8%	74.3%	70.0%	67.9%	68.1%	66.5%
Full Family	100.0%	83.3%	85.1%	85.0%	87.0%	75.0%	81.3%	81.7%	75.0%	70.1%	73.5%	71.0%	75.0%	65.0%	71.4%	75.0%	67.7%	73.0%	67.2%	73.6%	67.0%	67.2%	69.8%	64.5%	67.9%	63.5%	61.9%
Aggregate Contribution	100.0%	87.5%	87.2%	85.7%	85.7%	84.6%	83.7%	82.5%	78.2%	77.6%	77.5%	77.4%	76.9%	76.9%	76.4%	76.3%	75.5%	75.3%	75.2%	75.1%	75.1%	75.0%	74.8%	71.3%	68.9%	68.5%	67.8%

Paid by City																											
Employee	576.84	639.61	554.00	550.34	629.00	522.95	413.60	460.10	604.73	419.13	521.02	509.95	420.92	598.40	634.62	465.96	621.56	478.31	480.72	392.31	559.06	367.71	446.05	568.06	328.02	517.04	482.71
Emp + Child(ren)	652.34	1,071.43	912.69	908.57	1,043.00	1,019.87	1,094.02	849.87	883.82	596.04	870.91	793.40	631.38	742.87		739.92	867.07	729.03	699.36	717.94	805.10	542.39	728.55	804.75	810.83	765.88	803.35
Emp + Spouse	1,761.16	1,168.22	1,039.72	1,039.55	1,169.00	1,215.42	715.92	936.48	876.00	655.19	936.34	905.29	736.61	1,105.85	906.23	863.25	1,006.92	805.77	746.65	766.58	963.69	569.96	773.15	883.66	810.83	858.77	866.15
Full Family	1,757.84	1,599.15	1,398.36	1,429.39	1,672.00	1,300.13	1,094.02	1,282.91	1,382.58	833.06	1,254.48	1,118.73	1,017.23	1,050.20		1,192.10	1,187.17	1,112.74	938.94	1,014.31	1,097.71	753.62	1,055.66	1,120.30	810.83	1,135.04	1,115.53
Paid By Employee																											
Employee	-	-	43.21	61.15	-	58.11	24.22	81.20	-	13.08	57.89	63.03	46.77	-	-	82.23	-	47.31	-	98.07	-	-	49.56	63.12	100.00	119.32	53.64
Emp + Child(ren)	-	143.94	132.45	160.34	250.00	113.32	250.98	178.64	294.61	160.40	246.29	210.90	210.46	274.76		246.64	245.50	269.64	218.64	237.63	240.49	174.66	237.89	299.81	382.80	337.24	374.28
Emp + Spouse	-	176.20	154.67	183.45	250.00	135.05	117.72	200.29	292.00	209.27	281.51	240.65	245.54	210.64	363.01	287.75	385.36	298.03	265.93	258.48	356.44	202.24	267.63	378.71	382.80	401.95	437.06
Full Family	-	319.84	243.96	252.24	250.00	433.38	250.98	286.90	460.86	355.58	452.82	456.94	339.08	565.49		397.37	565.61	411.56	458.21	364.66	540.66	367.92	455.96	615.46	382.80	651.46	686.46

Employee Maximum Monthly																											
Emp Premium + Net Deductible																											
Employee	16.67	83.33	84.88	61.15	41.67	99.77	65.89	114.53	-	117.25	99.56	63.03	88.44	-	20.83	103.06	20.83	172.31	31.25	181.40	-	83.33	91.23	125.62	100.00	181.82	95.31
Emp + Child(ren)	183.33	310.61	215.78	160.34	333.33	196.65	334.31	245.31	294.61	368.73	329.62	210.90	293.79	274.76		288.31	287.17	519.64	281.14	404.30	240.49	341.33	321.22	424.81	382.80	462.24	457.61
Emp + Spouse	183.33	342.87	238.00	183.45	333.33	218.38	201.05	266.96	292.00	417.60	364.84	240.65	328.87	210.64	404.68	329.42	427.03	548.03	328.43	425.15	356.44	368.91	350.96	503.71	382.80	526.95	520.39
Full Family	183.33	486.51	327.29	252.24	333.33	516.71	334.31	353.57	460.86	563.91	536.15	456.94	422.41	565.49		439.03	607.28	661.56	520.71	531.33	540.66	534.59	539.29	740.46	382.80	776.46	769.79

FOOTNOTES:	
Survey Timing	All data presented is as of January 1, 2017
Aggregate Contribution	is an estimate of the average premium paid by the city representing 1 employee in each group. The author understands that the employee census weighted heavily in any category can significantly impact the average cost sharing

Bridgeton	Pays 100% of Premiums for Employees; Rate for other levels of coverage vary based on date of hire. If hired before 2012, monthly employee contribution is \$31.00 ; Hired After 1-1-2012, Monthly Employee Contribution is \$250.00
Chesterfield	Has only a 2 Tiered Premium System: Employee and Family whether he family is EMP-Child(ren), EMP-Spouse or EMP- Spouse and Child(ren)
Frontenac	Pays 90.0% of employee premium + 60.0% of difference between dependent coverage and employee premiums
Glendale	Purchased thru ACA Exchange; Premiums for Employees & Dependants Age Based; Glendale Pays 100% of employee coverage + 90.0% of difference between premiums for dependant coverage and employee coverage;Illustrations at Age 50 for emp & spouse
Hazelwood	Pays 100%of Employee Coverage + 50.0% of difference between other levels of coverage and employee coverage
Kirkwood	Offers Employees 2 Plan Options: (1) with 100% Co-Insurance and (2) with 80% Co-Insurance; city conributions are different between plans; Data reflects 100% co-insurance Plan since all other cities are 100% Coinsurance
Manchester	Pays 90.0% of employee only coverage; for other levels of coverage pays 50.0% of employee premium + part of difference between coverage and employee: 73% (child), 70% (Spouse) or 65% (family)
Maryland Heights	Pays 100%of Employee Coverage + 50.0% of difference between other levels of coverage and employee coverage
Sunset Hills	Offers 2 Plans- a PPO (reflected in the survey) and (HSAPlan) within in-network deductibles of \$2,600/\$5,200 and premiums of \$333.69(E),\$584.01(EC); \$667.41(ES) and \$917.69 (F) and city payments of 98.5%(E);80.0%(EC); 76.4%(E5) and 90.8%(Fam)
Wildwood	Pays 100% of Premium for all coverages

ST. LOUIS AREA INSURANCE TRUST

A Self-Insurance Pool

Memorandum

TO: SLAIT Health Program Members

FROM: Steve Wicker *Steve*

DATE: April 12, 2017

SUBJECT: 2017-2018 Health Rates

At its meeting of April 6, 2017, the SLAIT Board of Directors adopted rates for the 2017-2018 Health Plan policy year.

Claims results for the eighth year of the SLAIT health program have been better than expected. As of March 31, 2017, claims for 2015-2016 have been approximately 90% of expected. As a result, a small overall 2% rate increase was adopted for 2017-2018.

As has been done the past five years, the rate increases by member adopted by the Board for the 2017-2018 policy year were developed with the idea of rewarding the best performers, while still maintaining the "one group" characteristics of the plan. To insure that the middle performers were a large number of members, it included all members with loss ratios between 80% and 120% of the group average of 80% for the period July, 2014 through February, 2017. This meant all members with plan loss ratios between 64% and 96%. This left five members in the group of best performers and three members in the worst performing group. The by-member rate increases are attached to this memo.

In addition to the relatively small increases, the better than expected loss results allowed the SLAIT Board to approve the second distribution of prior years' surplus from the Health Plan in the amount of \$1,258,339, all remaining surplus from the 2010-2011 policy year. The distribution will be made on a pro-rata basis to members that participated in the Plan during that year and which are still members when the distribution is made in September of 2017. A by-member accounting of the distribution is shown on the attached worksheet.

As health insurers continue to report "medical inflation" of approximately 1% per month, SLAIT has had rate increases of 0%, 4.5%, and 2% over the last three years and returned more than \$2 million in surplus. Obviously, the plan has been very successful. Remember, SLAIT is spending less than 10% of premium on administrative expenses and thus the group's premium and results are based almost entirely on claims experience.

If you have any questions about any of this information, please feel free to contact me at 314-444-1937 or wickers@danielandhenry.com.

**SLAIT Health Plan
2017-2018 Rate Changes**

City	Loss Ratio * July 2014-February 2017	Current Estimated Annual Premium	Rate Change	Renewal Estimated Annual Premium
WCDC	26%	\$82,071	0.0%	\$82,071
St. Ann	49%	\$847,884	0.0%	\$847,884
Ferguson	60%	\$1,413,369	0.0%	\$1,413,369
Lake St. Louis	61%	\$1,113,646	0.0%	\$1,113,646
Olivette	63%	\$800,000	0.0%	\$800,000
Totals		\$4,256,970		\$4,256,970
Rock Hill	69%	\$407,902	2.0%	\$416,060
Chesterfield	70%	\$2,190,778	2.0%	\$2,234,594
Frontenac	72%	\$634,694	2.0%	\$647,388
Maryland Heights	76%	\$2,257,715	2.0%	\$2,302,869
Town & Country	77%	\$366,218	2.0%	\$373,542
Richmond Heights	80%	\$1,351,157	2.0%	\$1,378,180
Creve Coeur	84%	\$1,567,836	2.0%	\$1,599,193
Brentwood	87%	\$1,194,734	2.0%	\$1,218,629
University City	88%	\$2,694,895	2.0%	\$2,748,793
Clayton	93%	\$1,798,826	2.0%	\$1,834,803
Des Peres	95%	\$1,333,308	2.0%	\$1,359,974
Totals		\$15,798,063		\$16,114,024
Ballwin	97%	\$1,486,835	4.0%	\$1,546,308
ECDC	100%	\$247,017	4.0%	\$256,898
Maplewood	110%	\$1,124,137	4.0%	\$1,169,102
Totals		\$2,857,989		\$2,972,309
Total		\$22,913,022		\$23,343,303

* Excludes amounts in excess of individual stop loss.

SLAIT SURPLUS DISTRIBUTION
HEALTH PREMIUMS
To Be Distributed September, 2017

		2010-2011 HEALTH PREMIUM	% OF TOTAL	2010-2011 HEALTH DISTRIBUTION
1	Ballwin	1,114,047.94	7.28%	\$91,668
2	Brentwood	1,030,900.27	6.74%	\$84,826
3	Chesterfield	1,588,182.70	10.39%	\$130,681
4	Clayton & CRSWC	1,495,680.18	9.78%	\$123,070
5	Creve Coeur	1,176,425.10	7.69%	\$96,800
6	Des Peres	973,868.79	6.37%	\$80,133
7	ECDC	138,110.16	0.90%	\$11,364
8	Ferguson			
9	Frontenac	507,285.42	3.32%	\$41,741
10	Lake St. Louis			
11	Manchester			
12	Maplewood	798,037.23	5.22%	\$65,665
13	Maryland Heights	1,889,903.57	12.36%	\$155,508
14	Olivette	782,202.95	5.11%	\$64,362
15	Richmond Heights	1,087,132.60	7.11%	\$89,453
16	Rock Hill	284,622.70	1.86%	\$23,420
17	St. Ann			\$0
18	Town & Country			\$0
19	University City	2,393,493.40	15.65%	\$196,945
20	WCDC	32,836.64	0.21%	\$2,702
		15,292,729.65	100.00%	\$1,258,339



Finance Director
636-537-4726

M E M O

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

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

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

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

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

TracFone Settlement Update

April 10, 2017

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

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

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

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

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

2013 - \$103,433

2014 - \$166,620

2015 - \$127,173

2016 - \$113,162

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

City of Chesterfield
TracFone Settlement – Advocacy Fund

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

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

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

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

Sincerely,

Dan Ross
Executive Director
Missouri Municipal League

EXHIBIT 9

TRACFONE SETTLEMENT Frequently Asked Questions

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

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

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

1. What is this case about?

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

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

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

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

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

2. Who are the parties to this case?

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

The defendant is TracFone Wireless, Inc.

3. What Political Subdivisions are in the “Settlement Class”?

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

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

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

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

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

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

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

5. What is "Telecommunications Service"?

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

6. Who pays the tax?

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

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

7. What compensation or benefits will the Settlement provide?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Howard Paperner
9322 Manchester Road
St. Louis, MO 63119

and to TracFone's attorneys:

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

14. When will the Settlement be finally approved?

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

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

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

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

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

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

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

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

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

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

Howard Paperner
9322 Manchester Road
St. Louis, MO 63119

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

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

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

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

18. How can I get additional information?

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

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

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

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

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

Howard Paperner
9322 Manchester Road
St. Louis, MO 63119

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



636-537-6721
ltucker@chesterfield.mo.us

MEMO

DATE: May 1, 2017
TO: Mike Geisel, City Administrator
FROM: Libbey Tucker *Libbey*
Assistant City Administrator
RE: Municipal Court Software Request-JusticeWeb

The Missouri Supreme Court has recently enacted new "Standards of Operations" for Municipal Courts. As more fully described in the attached joint memorandum from Court Administrator Nancy Morr and Information Technology Director Matt Haug, Chesterfield Municipal Courts is mandated to begin providing an online portal for defendants to access case information. The City of Chesterfield currently uses Justware software to manage our court documents. As such, while some area courts are collaborating to develop a common solution, we cannot participate in that opportunity without changing our existing software. Our courts are very satisfied with our existing systems and recommends against a change in our current software.

Our current software, Justware, offers a current, tested, integrated add-on module called JusticeWeb that will satisfy the Supreme Court requirements. The initial cost of this add-on software module is \$18,000, including one year of support. The regular maintenance cost thereafter is \$12,000 annually.

Accordingly, I share Court Administrator Nancy Morr and Information Technology Director Matt Haug's recommendation to purchase the add-on module of JusticeWeb from Justware at the cost of \$12,000 to be funded by the General Fund – Fund Reserves over the 40% policy threshold.

Please let me know if you have any questions or require additional information.

*\$18,000
GF-FR*

*Please forward to
F&A Committee for
review & recommendation
mm
6/2/2017*

Chesterfield Municipal Court Memorandum

TO: Michael Geisel
City Administrator

FROM: Nancy Morr, Court Administrator
Matt Haug, Information Technology Director

RE: Justice Web / Public Access Portal for the Municipal Court

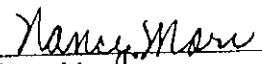
Mr. Geisel;

As you are aware, The Missouri Supreme Court has enacted new "Standards of Operations" for Municipal Courts and we are working toward the goal of being 100% compliant with these standards.

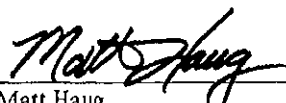
One of these requirements is to have a public access portal for the Municipal Court that will allow defendants to access ticket/case information and warrant information thru the internet. Our municipal court uses court software called JustWare that is supported by Journal Technologies, Inc. They offer a product currently called JusticeWeb that we have viewed and it can be configured to fit our needs exactly as required. We have upgraded our software, our software server and our database server so that they will be compatible with JusticeWeb and from a technology standpoint, we are ready to implement this service.

Since we are the only court in the area to use this software and have everything in place, we would like to proceed with this project. The initial cost (contract and sales order is attached) will be \$18,000 (\$6,000 implementation fees, \$12,000 license, maintenance, upgrades and support fees) which was higher than anticipated and from reading the contract, we will also be responsible for a yearly maintenance/license fee of \$12,000, with increases of no more than 5% each year starting the following year after installation (Exhibit A on sales order). Basically we will be paying \$1,000 a month for defendants to access information on their cases.

Because this is a requirement to provide this service, we would like to proceed with this implementation this year rather than wait until next year's budget (which will include the yearly fee anyway). If you have any further questions, please do not hesitate to contact us.



Nancy Morr
Court Administrator



Matt Haug
Information Technology Director

Journal Technologies, Inc.

Sales Order

Journal Technologies
843 South 100 West
Logan, Utah 84321
1.877.587.8927

Chesterfield Municipal Court 690 Chesterfield Pkwy W Chesterfield, MO 63017-0670	Sales Order Number: 16-1850 Sales Order Date: December 8, 2016 Terms: Due on Invoice Receipt Account Executive: Christopher Worthington
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Item		Total Price	
JusticeWeb License, maintenance, upgrades, and support		\$12000	
Implementation Services		\$6000	
Sales Order Amount:		\$18000	
Payment Milestones			
Milestone	Description	Cost Inclusions	Amount
1	Acceptance	- JusticeWeb License, maintenance, upgrades, and support - Implementation Services	\$18000

Sales Order Signing

Chesterfield Municipal Court Authorized Signature, Title and Date



cn=Jon Peek, o=Chief Operating
Officer, ou=Journal Technologies
Inc., email=jpeek@journaltech.com,
c=US
2016.12.19 19:11:29 -07'00'

Jon Peek, COO

Journal Technologies, Inc. Authorized Signature, Title and Date

Journal Technologies, Inc.

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT (this "**Agreement**"), by and between Journal Technologies, Inc., a Utah corporation (hereinafter "**Licensor**"), and Chesterfield Municipal Court (hereinafter "**Licensee**"), is made as of the date executed by both Licensor and Licensee (the "**Effective Date**"). In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

I. DEFINITIONS

1.1 **Application Administrator** is a designated employee or contractor of Licensee responsible for managing the case management system. This role includes communicating with Licensor staff for support, troubleshooting problems, and coordinating maintenance tasks.

1.2 **Documentation** includes user, administrative and technical electronic guides which facilitate the use of and relate to the Licensed Software, together with any written product information, instructions, specifications or use guidelines made available by Licensor.

1.3 **Go Live** means that the Licensed Software is being Used (as defined below) in an operational capacity with operational data in Licensee's production environment.

1.4 **Licensed Software** means the proprietary computer software program or programs identified in Exhibit A ("**LICENSE, MAINTENANCE AND SUPPORT FEES**"), together with all related Documentation.

1.5 **License, Maintenance and Support Fees** means the fees to be paid by Licensee to Licensor annually in advance of each year of the License Term pursuant to Section 2.2.2 ("**License, Maintenance and Support Fees**").

1.6 **Maintenance** means enhancements, upgrades and new releases of the Licensed Software, which includes only those additions and/or modifications to the Licensed Software which (A) enhance functionality and/or performance without fundamentally altering the nature or manner in which the Licensed Software operates, and (B) are made generally available without additional or increased charges to other persons entitled to receive maintenance from Licensor.

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1.7 **Professional Services Agreement** means that certain Professional Services Agreement between Licensor and Licensee, of even date herewith.

1.8 **Support** means access to technical assistance for the Licensed Software, including support for questions about functionality, the resolution of error messages, bug fixes and troubleshooting.

1.9 **Use or Using** means (i) transferring any portion of the Licensed Software from storage units or media into computer or terminal equipment for utilization or processing; (ii) accessing any portion of the Licensed Software for any purpose (including, without limitation, viewing information already in the Licensed Software); or (iii) merging any Licensed Software in machine readable form into another program.

1.10 **User** means (a) any individual person, computer terminal or computer system (including, without limitation, any workstation, pc/cpu, laptop and wireless or network node) that has been authorized by the Licensee (through a username and password) to use the Licensed Software, (b) any other non-court government employees and contractors who are performing their jobs, or a computer terminal or computer system used by such a person, in each case, interfacing with or accessing the Licensed Software through an interface or its public portal or (c) any individual person who is a member of the general public (including litigants and their attorneys, reporters and interested citizens, but not government employees or contractors who are performing their jobs), or a computer terminal or computer system used by such a person, accessing the Licensed Software at any given time for any reason through its public portal (including to file documents electronically or to view information already in or accessible through the Licensed Software).

2. LICENSE

2.1 **Grant of License.** Upon commencement of the License Term, Licensor grants to Licensee and Licensee hereby accepts from Licensor a non-exclusive, non-transferable, personal license to install and Use the Licensed Software; provided, however, that Licensee's rights with respect to the Licensed Software are at all times and in all respects subject to the terms and conditions of this Agreement. Licensee's authorized Users may Use the Licensed Software only during the License Term and only so long as Licensee has paid the required License, Maintenance and Support Fees and is not otherwise in default under this Agreement. This license includes the right to make one copy of the Licensed Software in machine-readable form solely for Licensee's back-up purposes. The Licensed Software is the proprietary information and a trade secret of Licensor and this Agreement grants Licensee no title or rights of ownership in the Licensed Software. The Licensed Software is being licensed and not sold to the Licensee. The Licensed Software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws.

2.2 License Term and License, Maintenance and Support Fees.

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2.2.1 License Term. The License Term shall commence on the date of Go Live; provided that the License, Maintenance and Support Fees for the first year of the License Term and any unpaid fees for implementation services under the Professional Services Agreement must have been received prior to such date (and the license file shall not be delivered, and the License Term shall not begin, until such License, Maintenance and Support Fees and fees for implementation services have been received by Licensor). The License Term shall continue until the fifth anniversary of the date of Go Live, and shall thereafter automatically renew for successive one-year periods (the "License Term"), unless Licensee elects to not renew the License Term upon written notice to Licensor given not less than ninety (90) days prior to the end of the then-current License Term.

2.2.2 License, Maintenance and Support Fees. Licensee shall make payment of the License, Maintenance and Support Fees to Licensor based on the number of Users and calculated in accordance with Exhibit A, in advance of each applicable year of the License Term, including each year of the original License Term and each one-year extension; provided that the License, Maintenance and Support Fees for the first year of the License Term and any unpaid fees for implementation services under the Professional Services Agreement must be paid prior to Go Live. Annual License, Maintenance and Support Fees are subject to increase in accordance with Exhibit A. All sales taxes or similar fees levied on account of payments to Licensor are the responsibility of Licensee.

2.2.3 Certain Specific Limitations. Licensee shall not, and shall not permit any User or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the Licensed Software, (b) make alterations to or modify the Licensed Software, (c) grant sublicenses, leases or other rights in or to the Licensed Software, or (d) permit any party access to the Licensed Software for purposes of programming against it. Licensee is solely responsible for all data entered, contained in and modified while using the Licensed Software, including, without limitation, the accuracy, responsibility for archival, loss of, use and misuse of all such data.

2.2.4 E-Commerce Functionality Fees. If JusticeWeb is included in the Licensed Software and the e-commerce functionality of JusticeWeb is utilized, Licensor shall provide a PCI compliant payment gateway and payment processing functionality. A merchant services agreement will be provided to Licensee upon request. If Licensee requires an alternate payment processor provider, Licensee is responsible for all additional development costs to connect JusticeWeb with the payment processor provider.

3. MAINTENANCE AND SUPPORT

3.1 Maintenance. Maintenance will be provided for the Licensed Software provided that Licensee has paid the applicable License, Maintenance and Support Fees described in Section 2.2.2, and subject to all of the terms and conditions of this Agreement. Maintenance for

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the Licensed Software will be available when the applicable enhancement, upgrade or release is first made generally available to persons entitled to receive maintenance from Licensor.

3.2 Support. Support for JusticeWeb is available by telephone, e-mail, or internet support forum from 5:00 am to 6:00 pm Mountain time, Monday through Friday, except for federal holidays Licensor shall generally provide an initial response within four (4) hours of first contact. Licensor shall use all reasonable diligence in correcting verifiable and reproducible errors reported to Licensor. Licensor shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as "Critical" (meaning an error for which there is no workaround and which causes data loss, affects a mission critical task or poses a possible security risk that could compromise the system), Licensor shall provide a solution through a service release as soon as possible. Licensor shall not be responsible for correcting errors in any version of the Licensed Software other than the current version, with the exception of Critical errors, for which a service release will be provided for the most recent previous version as well. Licensor shall not be responsible for errors caused by hardware limitations or failures, network infrastructure, operating system problems, operator errors or any errors related to processes, interfaces or other software.

3.3 Conditions to Receive Support.

3.3.1 Licensee must designate one or more Application Administrators, each of whom shall be an employee or contractor of Licensee. Only a designated Application Administrator may request Support. It is the responsibility of Licensee to instruct Users to route Support requests through the Application Administrator.

3.4 Other Support. Services that go beyond routine Support may be provided under the terms of a professional services agreement upon agreement of the parties.

4. WARRANTY

4.1 Licensed Software Warranty. Licensor warrants that the Licensed Software will perform in all material respects during the License Term in accordance with the applicable user, administrative, and technical electronic guides. Notwithstanding the foregoing, this warranty shall not apply and Licensor will incur no liability whatsoever if there is or has been (a) the combination of the Licensed Software with any other software not recommended, provided or authorized by Licensor, (b) modification of the Licensed Software, (c) any use of the Licensed Software in breach of this Agreement or (d) any failure to satisfy the conditions to receive Support under Section 3.4 above. If at any time during the License Term the Licensed Software fails to perform according to this warranty, Licensee shall promptly notify Licensor in writing of such alleged nonconformance, and Licensor shall provide bug fixes and other Support, but only so long as the alleged nonconformance is not caused by an act of Licensee or any third party not under the control of or authorized by Licensor. After the bug fixes and Support have been provided, if any such non-performance materially impairs the ability of Licensee to utilize the

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Licensed Software, Licensee shall have the right, on thirty (30) days' notice, to terminate the license and this Agreement (with a credit for License, Maintenance and Support Fees paid with respect to the period in which utilization was materially impaired).

4.2 Warranty of Law. Licenser represents and warrants that to the best of Licenser's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Licenser with respect to the Licensed Software or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Licensed Software complies in all material respects with applicable laws, rules and regulations; (iii) Licenser has full authority to enter into this Agreement and to consummate the transactions contemplated hereby; and (iv) this Agreement is not prohibited by any other agreement to which Licenser is a party or by which it may be bound (the "**Legal Warranty**"). In the event of a breach of the Legal Warranty, Licenser shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.3 Warranty of Title. Licenser further warrants that (i) it has good title to the Licensed Software; (ii) it has the absolute right to license the Licensed Software; (iii) as long as Licensee is not in material default hereunder, Licensee shall be able to quietly and peacefully possess and Use the Licensed Software provided hereunder subject to and in accordance with the provisions of this Agreement; and (iv) Licenser shall be responsible for and have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the "**Title Warranty**"). In the event of a breach of the Title Warranty, Licenser shall indemnify and hold harmless Licensee from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Licensee, arising out of or resulting from said breach.

4.4 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATIONS ON LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS OR REVENUES IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, LICENSEE'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF

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FEES PAYABLE HEREUNDER TO LICENSOR. IN NO EVENT SHALL LICENSOR'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO LICENSOR FOR THE FIRST FIVE-YEARS OF THE LICENSE TERM.

6. CONFIDENTIALITY

6.1 Licensee's Responsibilities. Licensee hereby agrees that (a) the Licensed Software and other materials received from Licensor under this Agreement are the confidential and proprietary information of Licensor, (b) Licensee shall take all necessary steps to protect and ensure the confidentiality of the Licensed Software and other materials, and (c) except as permitted by the terms of Section 2.1 ("Grant of License"), neither the Licensed Software nor any of the other materials shall be in any way disclosed by Licensee to any third party, in whole or in part, without the prior written consent of Licensor, which may be granted or withheld in its sole discretion. If Licensee becomes aware of the unauthorized possession of the Licensed Software or any of the other materials, it shall promptly notify Licensor. Licensee shall also assist Licensor with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Licensor to protect its proprietary rights.

6.2 Licensor's Responsibilities. Licensor hereby agrees that (a) any information related to the official business of Licensee that Licensor obtains from Licensee in the course of the performance of this Agreement is the confidential and proprietary information of Licensee, (b) Licensor shall take all necessary steps to protect and ensure the confidentiality of such information, and (c) such information shall not be in any way disclosed by Licensor to any third party, in whole or in part, without the prior written consent of Licensee, which may be granted or withheld in its sole discretion. If Licensor becomes aware of the unauthorized possession of such information, it shall promptly notify Licensee. Licensor shall also assist Licensee with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Licensee to protect its proprietary rights.

6.3 Confidentiality Breach. In the event a party breaches any of its obligations under this Section 6 ("Confidentiality"), the breaching party shall indemnify, defend and hold harmless the non-breaching party from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the non-breaching party arising out of such breach. In addition, the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

6.4 Exclusions. The provisions of this Section 6 ("Confidentiality") shall not apply to any information (a) that is in the public domain prior to the disclosure or that becomes part of the public domain other than by way of a breach of this Agreement, (b) that was in the lawful possession of the Licensor or Licensee, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (c) that was disclosed to the Licensor or Licensee, as the

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case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (d) that was independently developed by Licensor or Licensee, as the case may be, outside the scope of this Agreement or (v) that Licensor or Licensee, as the case may be, is required to disclose by law or legal process.

7. TERM AND TERMINATION

7.1 Term. The term of this Agreement shall expire at the end of the License Term or, if earlier, upon termination of this Agreement in accordance with the terms of this Section 7 ("Term and Termination").

7.2 Termination by Licensor.

7.2.1 Payment Default. Licensor shall have the right to terminate the license granted in Section 2.2 ("License Term and License, Maintenance and Support Fees"), and this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any failure of Licensee to make payments of moneys due when the same are due, and such failure continues for a period of thirty (30) days after written notice thereof by Licensor to Licensee.

7.2.2 Other Licensee Defaults. Licensor may terminate the license granted in Section 2.2 ("License Term and License, Maintenance and Support Fees"), and this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any other material breach by Licensee which breach continues for a period of thirty (30) days after written notice thereof by Licensor to Licensee.

7.3 Termination by Licensee. Licensee shall have the right to terminate this Agreement (reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity) without further obligation or liability to Licensor (except as specified herein) if Licensor commits any material violation or breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Licensee to Licensor of such breach. Licensee shall have the right to terminate this Agreement effective immediately and without prior notice if Licensor goes into liquidation or bankruptcy, or if Licensor permanently discontinues Maintenance and Support for the Licensed Software.

7.4 Actions Upon and Following Termination. Termination of this Agreement shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Licensee must cease use of the Licensed Software immediately upon termination, and must remove and return the Licensed Software and all other products and information received by Licensee from Licensor within thirty (30) days after termination. If not removed and returned within such thirty (30) day period, Licensee hereby grants Licensor the right to remove the Licensed Software. In addition,

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the confidentiality obligations of the parties in Section 6 ("Confidentiality") shall survive the termination of this Agreement.

8. GENERAL

8.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

8.2 Notice. All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Licensor: Journal Technologies, Inc.
843 S 100 W
Logan, UT 84321
Attention: COO

and

Munger, Tolles & Olson LLP
355 South Grand Avenue, 36th Floor
Los Angeles, CA 90071
Attention: Mark Sayson

To Licensee: Chesterfield Municipal Court
690 Chesterfield Pkwy W
Chesterfield, MO
Attention: Nancy Morr

8.3 No Third Party Beneficiaries. This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms.

8.4 Successors and Assigns. Neither party may assign this Agreement in whole or part without the prior written consent of the other party. Any attempt to assign this Agreement without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants, and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is

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further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like, even though including this Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

8.5 Dispute Resolution. Any dispute arising under or related to this Agreement shall be resolved exclusively as follows, with the costs of any mediation and arbitration to be shared equally by both parties:

8.5.1 Initial Resolution by Meeting. The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.

8.5.2 Mediation. If the dispute is not resolved within sixty (60) days of the first meeting, the parties shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. Licensee shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and Licensor shall select the other. The mediation shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date.

8.5.3 Arbitration. Any dispute that is not otherwise resolved by meeting or mediation shall be exclusively resolved by arbitration between the parties in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS, with the arbitration to be conducted in Los Angeles, California, or another location mutually agreed by the parties. The results of such arbitration shall be binding on the parties, and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek interim injunctive relief from any court of competent jurisdiction.

8.6 Control of Defense. All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within thirty (30) days of the indemnified party's receipt of any claim for which indemnification is sought, (ii) tender of control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request; provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party.

8.7 Governing Law. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to its conflict of law principles.

8.8 Severability. In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

JOURNAL TECHNOLOGIES, INC:



cn=Jon Peek, o=Chief Operating
Officer, ou=Journal Technologies
Inc., email=jpeek@journaltech.com,
c=US
2016.12.19 19:12:07 -07'00'

By: _____

Date: _____

Printed Name and Title: Jon Peek, COO

Chesterfield Municipal Court

By: _____

Date: _____

Printed Name and Title: _____

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Exhibit A
Cost Proposal (000)

	<u>One-Time Cost</u>	<u>Annual License and Maintenance Fees</u>
	<i>(in thousands)</i>	
Professional services, including expenses		
Implementation services	\$ 6	
JusticeWeb License, maintenance, upgrades, and support		\$ 12
	<u>\$ 6</u>	<u>\$ 12</u>

Notes

Since governments normally have limited capital budgets, we typically lease our systems so that our clients are not confronted with large initial capital investments. We have found that this model allows your agency to plan for growth in a cost conscious way and provides reinforcement and incentive for us to provide high-quality products and continuing services to our clients. For a highly service-oriented software agreement, your agency pays an annual fee. These costs include support, maintenance and upgrades. The continuing licenses are subject to the payment of the annual fees. This approach also spreads costs over the life of the project. Because we lease JusticeWeb, it is under continuous warranty.

The annual license and maintenance fees are due when you approve the system ready for rollout. The professional service fees to date are due when ready for the rollout. Because JusticeWeb is configurable, there should be no customization required.

The annual license and maintenance fees include licenses, updates, upgrades and routine support. Non-routine projects will be done pursuant to a Statement of Work using an agreed upon hourly rate. However, because JusticeWeb is configurable, your IT department will be able to make most changes. Annual License and Maintenance Fees are subject to an annual increase not to exceed 5%.

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Exhibit B
Statement of Work

1. Training

The Training commences upon receipt by Journal Technologies, Inc. of this signed contract. During the Training, Chesterfield Municipal Court will receive instruction on how to configure JusticeWeb. The configuration of JusticeWeb will provide authorized users the ability to download reports from JustWare.

Journal Technologies, Inc. Deliverables:

- Install of JusticeWeb
- Remote Admin Training and Configuration of JusticeWeb
- Go-live of JusticeWeb

Completion Criteria:

- Delivery of JusticeWeb Installation
- Delivery of Admin Training and Configuration of JusticeWeb
- JusticeWeb is being used in a live capacity

2. BI Deliverables

Report #1 Name Search Report:

Ability to Search on Full Name and DOB results to return a list of individuals.

Report #2 Active Case Report

By clicking on a listed individual a new report will return a list of Active case or cases that the individual is associated with

Report #3 Charge Report:

From the Name Search Report a sub report will list out cases with the following information. The report will provide all charges that have a status of Open or Warrant that is connected to the name selected as well as the status (either Open or Warrant status) of a charge and the court date for all charges on the case.

Report #4 Court Docket Report:

This would be a public facing report. Individuals will be able to access this report and pull back a list of **future** dockets. The report will provided a list of names and charges associated with the case.

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Community Services & Economic Development
636-537-6721

MEMO

DATE: May 3, 2017

TO: Mike Geisel, City Administrator

FROM: Libbey Tucker *Libbey*
Assistant City Administrator

COPY: Matt Haug, Information Technologies Director

RE: Composition of Management Information Systems Citizens Advisory Committee

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

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

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

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

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

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

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

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

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

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

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

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

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

Council Liaison

Note: The latest revisions are italicized.

PARKS RECREATION AND ARTS COMMITTEE

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

PUBLIC HEALTH AND SAFETY COMMITTEE

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

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

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



Chesterfield Police Memorandum



Date: April 27, 2017

To: Mike Geisel, City Administrator

From: Chief Ray Johnson

RE: REVISED ORDINANCE - DEER HUNTING REGULATIONS & REQUIREMENTS

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

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

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

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

/dj

ATTACHMENT

CITY ADMINISTRATOR'S REPORT

Liquor License Request:

The Wine & Cheese Place, 14748 Clayton Road

Has requested and upgrade on their existing liquor license (retail sale of all kinds of packaged liquor) to retail sale of all kinds of liquor by-the-drink. Mr. Amos Kedmey remains their Managing Officer.

Bike Stop Café, 17089 N Outer 40 Road, Ste 140

Has requested a new liquor license to sell beer and wine by the drink and Sunday sales. Ms. Jodi Devonshire is the Managing Officer.

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



MEMORANDUM

DATE: May 5, 2017

TO: Mike Geisel
City Administrator

FROM: Andrea Majoros, Business Assistance Coordinator *Am*

SUBJECT: **LIQUOR LICENSE UPGRADE REQUEST – THE WINE & CHEESE PLACE**

The Wine & Cheese Place, 14748 Clayton Road, has requested an upgrade on their existing liquor license (retail sale of all kinds of packaged liquor) to retail sale of all kinds of liquor by-the-drink.

Mr. Amos Kedmey remains their Managing Officer.

With City Council approval at the Monday, May 15th City Council meeting, I will immediately issue this upgraded license.



MEMORANDUM

DATE: May 9, 2017

TO: Mike Geisel
City Administrator

FROM: Andrea Majoros, Business Assistance Coordinator 

SUBJECT: **LIQUOR LICENSE REQUEST – BIKE STOP CAFÉ**

BIKE STOP CAFÉ, 17089 N OUTER 40 ROAD, STE 140 (formerly Nadoz Bakery Cafe), has requested a new liquor license to sell beer and wine by the drink and Sunday sales.

Ms. Jodi Devonshire is the Managing Officer.

This application was reviewed and approved by both the Police Department and the Planning/Development Services Division of the Department of Public Services.

With City Council approval at the Monday, May 15th City Council meeting, I will immediately issue this license.

UNFINISHED BUSINESS

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

NEW BUSINESS

Transparency Portal (Prosecuting Attorney and Municipal Judge)

A request was made to add an additional custom generated report on the Transparency Portal to display the annual compensation for the Municipal Judge, the Prosecuting Attorney and the Assistant Prosecuting Attorney. This information is already provided through the Transparency Portal. However, since the Judge and Prosecutors are not City Employees and are compensated on a Contractual basis, their compensation is not included in the employee report, but displayed as a line item contractual expenditure in the budget document. If Council desires staff to duplicate this data in the employee report, we can manually add that information to the automated report generation.

LEGISLATION

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

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

BILL NO. 3151

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A LOT SPLIT PLAT FOR LOT A1 OF THE LARRY ENTERPRISES-LYNCH HUMMER DEVELOPMENT TO CREATE A 3.107 ACRE TRACT OF LAND AND A 5.249 ACRE TRACT OF LAND, BOTH ZONED "PI" PLANNED INDUSTRIAL DISTRICT AND LOCATED ON THE NORTH SIDE OF NORTH OUTER 40 ROAD WEST OF BOONE'S CROSSING (17U520236).

WHEREAS, Stock & Associates Consulting Engineers, Inc., on behalf of McBride Design, LLC, has submitted for review and approval a Lot Split Plat for a parcel totaling 8.356 acres, zoned "PI" Planned Industrial District, and located at 641 North Outer 40 Road; and,

WHEREAS, the purpose of said Lot Split Plat is to create a Parcel 1 and a Parcel 2 and to establish cross access and other easements to serve the lots; and,

WHEREAS, the Department of Public Services has reviewed the Lot Split 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 Lot Split 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 Lot Split Plat for Lot A1 of Larry Enterprises-Lynch Hummer, 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 Lot Split Plat by affixing their signatures and the official seal of the City of Chesterfield as required on the said document.

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

Passed and approved this _____ day of _____, 2017.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 05/15/2017

BILL NO. 3152

ORDINANCE NO. _____

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

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

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

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

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

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

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

SECTION 5-76: Definitions.

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

ARCHERY DEVICE: Any longbow or compound bow.

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

FIREARM:

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

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

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

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

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

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

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

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

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

SECTION 5-78: Specific actions prohibited/required.

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

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

Section 5-79: Deer Retrieval.

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

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

Section 5-80: Field Cleaning

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

Section 5-81: Penalty for Violation

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

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

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

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

Passed and approved this _____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK

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

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

NOTIFICATION OF INTENT TO HUNT

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

Owner's Name(s) _____ Phone # _____
Hunter Name (s) _____ Phone # _____

Address (es) _____

Address(es) of Property to be hunted _____

Dates of Proposed Hunt _____

The Property owner(s) further certifies the following:

YES

NO

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

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

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

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

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

The property on which the hunt shall occur consists of at least 1/2 acre or a combination of more than one property owner.

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

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

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

INDEMNITY CLAUSE AND WAIVER

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

Signature

Date

Signature

Date

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

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



NEIGHBORHOOD POLICY DEER HUNTING

CONTIGUOUS NEIGHBOR NOTIFICATION

I have been notified in writing by:

(Name)

(Address)

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

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

() May

() May Not

Enter my property for the sole purpose of deer retrieval.

Name

Address

Date

LEGISLATION – PLANNING COMMISSION

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

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

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

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

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

BILL NO. 3145

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN “NU” NON-URBAN DISTRICT TO AN “R-3” RESIDENTIAL DISTRICT FOR A 0.722 ACRE TRACT OF LAND AND “R-4” RESIDENTIAL DISTRICT FOR AN 11.883 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF OLIVE BOULEVARD, APPROXIMATELY 2,200’ EAST OF THE INTERSECTION OF OLIVE BOULEVARD AND CHESTERFIELD PARKWAY (P.Z. 17-2016 GRAND RESERVE [HARDESTY DEVELOPMENT, LLC]—18S620427, 18S620812, 18S620823, 18S640184, 18S620087, 18S620834, & 18S640205).

WHEREAS, the petitioner, Stock and Associates Consulting Engineers, Inc., has requested a change in zoning from an “NU” Non-Urban District to an “R-4” Residential District for a 12.605 acre tract of land located on the south side of Olive Boulevard, approximately 2,200’ east of the intersection of Olive Boulevard and Chesterfield Parkway; and,

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

WHEREAS, the Planning Commission, having considered said request, recommended approval of the change of zoning with a 0.722 acre portion of the site to be zoned “R-3” Residence District and an 11.883 acre portion of the site to be zoned “R-4” Residence District; and,

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

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

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

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing an “R-3” Residential District designation for 0.722 acres and an “R-4” Residential District designation for 11.883 acres located on the south side of Olive

Boulevard, approximately 2,200' east of the intersection of Olive Boulevard and Chesterfield Parkway and as described as follows:

A tract of land being part of a tract as conveyed to St. John United Church of Christ by instrument recorded in Book 6988, page 1275 of the St. Louis County records, located in U.S. Survey 415, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, being more particularly described as follows:

Commencing at the found iron pipe located at the northeast corner of Lot 1 of White Plains Plat 1, a subdivision according to the plat thereof as recorded in Plat Book 118, Page 26 of above said records, said point also being located on the southern right-of-way line of Olive Boulevard, variable width; thence along the eastern line of said White Plains Plat 1, South 31 degrees 39 minutes 43 seconds East, 756.28 feet to the POINT OF BEGINNING of the herein described tract; thence departing last said described line; thence North 58 degrees 20 minutes 36 seconds East, 112.36 feet; thence South 31 degrees 39 minutes 43 seconds East, 279.85 feet to the northeastern corner of Lot 23 of above said White Plains Plat 1; thence along the northern and eastern lines of said White Plains Plat 1 the following: South 57 degrees 55 minutes 32 seconds West, 112.37 feet and North 31 degrees 39 minutes 43 seconds West, 280.67 feet to the Point of Beginning, containing 31,490 square feet or 0.722 acres more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc. on March 14, 2017.

AND

A tract of land being all of Chesterfield Plantation, a subdivision according to the plat thereof as recorded in Plat Book 317, Page 50 and part of a tract of land as conveyed to St. John United Church of Christ by instrument recorded in Book 6988, page 1275 both of the St. Louis County records, located in U.S. Survey 415, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, being more particularly described as follows:

Beginning at the northwest corner of the Villas at Chesterfield Pointe, a subdivision according to the plat thereof as recorded in Plat Book 350, Page 186 of the above said records, said point also being located on the southern right-of-way line of Olive Boulevard, variable

width; thence along the western line of said Villas at Chesterfield Pointe, South 31 degrees 40 minutes 00 seconds East, 1027.42 feet to the northeast corner of Lot 315 of Chesterfield Plantation a subdivision according to the plat thereof as recorded in Plat Book 317, Page 49 of above said records; thence along the northern lines of last said Chesterfield Plantation, the following courses and distances: South 58 degrees 20 minutes 00 seconds West, 95.00 feet; South 12 degrees 12 minutes 08 seconds West, 48.45 feet to a point on a nontangential curve to the left having a radius of 54.00 feet; along said curve with an arc length of 76.97 feet, and a chord which bears South 61 degrees 22 minutes 12 seconds West, 70.62 feet; North 69 degrees 27 minutes 44 seconds West, 110.00 feet; South 34 degrees 47 minutes 52 seconds West, 152.10 feet and South 57 degrees 47 minutes 10 seconds West, 84.03 feet to the northwestern corner of last said Villas at Chesterfield Pointe, said point also being the northeastern corner of the Boundary Adjustment Survey of Dolan Place, as recorded in Plat Book 191, Page 97 of above said records; thence along the northern line of said Boundary Adjustment Survey, South 57 degrees 55 minutes 32 seconds West, 230.00 feet to the northeastern corner of Lot 23 of White Plains Plat 2, a subdivision according to the plat thereof as recorded in Plat Book 124, Page 96 of above said records: thence departing last said northern line, North 31 degrees 39 minutes 43 seconds West, 279.85 feet and North 58 degrees 20 minutes 32 seconds East, 294.11 feet to the western line of above said Chesterfield Plantation, as recorded in Plat Book 317, Page 50; thence along the western and northern lines of said Chesterfield Plantation the following: North 31 degrees 38 minutes 44 seconds West, 358.59 feet and North 31 degrees 41 minutes 36 seconds West, 397.20 feet to the southern right-of-way line of above said Olive Boulevard; thence along said right-of-way line, North 58 degrees 25 minutes 21 seconds East, 425.90 feet to the Point of Beginning, containing 517,629 square feet or 11.883 acres according to calculations performed by Stock & Associates Consulting Engineers, Inc. on March 14, 2017.

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 Stock and Associates Consulting Engineers, Inc. in P.Z. 17-2016 Grand Reserve (Hardesty Development, LLC), 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 27th day of February 2017, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this _____ day of _____, 2017

PRESIDING OFFICER

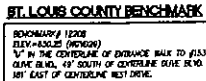
Bob Nation, MAYOR

ATTEST:

CITY CLERK

FIRST READING HELD: 05/01/2017

A TRACT OF LAND BEING LOTS A AND B OF 'CHESTERFIELD PLANTATION' PB 317, PG 49 + 50 AND
PART OF U.S. SURVEYS 1911 AND 415, TOWNSHIP 45 NORTH, RANGE 4 EAST OF
THE 5TH PRINCIPAL MERIDIAN CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



ALTAÑS LAND TITLE SURVEY
OLIVE ROAD TRACTS
CHESTERFIELD
MISSOURI



D. Ehlmann 7/23/17
DANIEL EHLMANN P.L.S.
NO. PLS. # 2218
CERTIFICATE OF AUTHORITY
LC-222-0

REVISIONS:	
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DRAWN BY	CHECKED BY
JRK	DALE
DATE:	JOB NO:
X	X
M.S.D. P. #	BACK MAP #
E.L.C. NAT. #	NAT. SLP. #
SURV. #	
SHEET TITLE:	
ALTANSIPS LAND TITLE SURVEY	
SHEET NO:	
SHEET #	

(1) Stock and Associates Consulting Engineers, Inc. used exclusively Old Republic National Title Insurance Company, Commitment No. 16-206163-RKE, with an effective date of August 5, 2015 at 8:00 a.m. for research of easements and encumbrances. No further research was performed by Stock and Associates Consulting Engineers, Inc.

(2) Title to the estate or interest in the land described or referred to in the above certificate and covered therein is free simple, and free from all in the effective date thereof vested in:

Debra L. Bookline

(2) Title Commitment No. 16-200133-KEE with Schedule B-Sections 2 assignments:

- (a) Item No. 7 Building frame, elevators, condones and restrictions and powers of interest recorded in Book 317 pages 49 and 50 and Instrument recorded in Book 820 page 1075 and any subsequent assignments. **NOT SHOWING** Does not affect.
- (b) Item No. 8 Terms and provision of the Development Plan according to the plat thereof recorded in Book 317 page 31. **NOT SHOWING** Does not affect.
- (c) Item No. 9 Subject to Easement granted by Lucio Gas Company by the Instrument recorded in Book 551 17 page 178. **SHOWING**
- (d) Item No. 10 Easement granted by Yaretha Pilsa Company by the Instrument recorded in Book 423 Page 170 and assigned to Clark Pilsa The Co., by deed recorded in Book 472 1 and modified assignment by Instrument recorded in Book 26071 page 236. **NOT SHOWING** Borne in nature. Also may have been released by Instrument recorded in Book 28700 Page 26. The plat of a line of pipeline found on the sectioned parcel.

1) Subject property is Zoned R3
Setback Requirements:
Front: 20 feet
Side: 8 feet
Rear: 15 feet
Height: 3 stories or 45 feet
2) There are 0 parking stalls onsite

Lot A of Charterfield Plantation, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 317 page 49 of the St. Louis County Records.

(2) *Stick and Associates Consulting Engineers, Inc. used exclusively Old Republic National Title Insurance Company, Commitment No. 16-206104-KEE, with an effective date of August 5, 2016 at \$30.00 c.m. for research of easements and encumbrances. No further research was performed by Stick and Associates Consulting Engineers, Inc.*

(3) *To the extent or interest in the land described or referred to in the above commitment and covered therein is fee simple, and title therein is the fee effective date thereof inserted in:*

Robert O. Gaultair and Linda S. Gaultair, Trustees under the Galtair Family Unitrust Trust Dated 08/05/2013

(7) Title Commitment No. 15-206180-AGE with Schedule B-Section 2 exceptions:

- (a) Item No. 7 Easement granted to Yardspace, LLC and Co., according to Instrument recorded in Book 472 Page 170 and assignment to Grant Pipe Line Corp. by Instrument recorded in Book 472 Page 14. "NOT SHOWING" Blank in nature. May also be evidenced by document recorded in Book 5073, Page 256. No physical evidence of pipeline found on the subject parcel.
- (b) Item No. 8 Easement granted to Urban Electric Company by Instrument recorded in Book 3739 Page 621.
- (c) Item No. 9 Easement granted to Fox Fire Trunk Sewer Inc. by Instrument recorded in Book 3600 Page 141. "NOT SHOWING" Does not affect the subject property.
- (d) Item No. 10 Easement granted to Laclede Gas Company by Instrument recorded in Book 5311 Page 182 "SHOWING" and Book 6474 Page 218: "SHOWING"

2) There are 0 parking stalls onsite.

A parcel of land in T1 S. Survey 415 Township 45 North, Range 4 East is described as: Beginning on the East line 200 feet South of Olive Street Road of a 10.744 acre tract conveyed to Rast L. Owings and Ada M. Owings, his wife, by Deed recorded in Book 2443 Page 265 of the St. Louis County Records, thence running Southwesterly along said East line of said tract 200 feet to a point, thence running Westerly along a line parallel to the South line of Olive Street Road, 200 feet to the West line of said tract, thence running Northwesterly along said 200 feet to the South line of Olive Street Road, thence running Easterly along a line parallel to the South line of Olive Street Road, 25 feet to a point, thence running Southwesterly along a line parallel to the West line of said tract, 200 feet to a point, thence running Easterly along a line parallel to the South line of Olive Street Road, 178 feet to the point of beginning.

(1) *Stuck and Associates Consulting Engineers, Inc.* used exclusively *Old Republic Title Insurance Company*, Commitment No. 16-206718-KEE, with an effective date of August 5, 2016 at 0:00 a.m. for research of assessments and encumbrances. No further research was performed by *Stuck and Associates Consulting Engineers, Inc.*

(2) *Title* is the estate or interest in the land described or referred to in the above commitment and covered therein is the simple, and *file therein* is a effective date *filed* recorded in:

Edward J. Sheehy, Trustee of the Edward J. Sheehy Revocable Trust dated September 18, 1993

(C) Title Contracted Mo. 16-106-176-KEE with Schedule B-Section 2 exceptions

(d) Item No. 7 Sublet to Esmorent generated by Yarbrough Plant Life Company according to instrument recorded in book 423 Page 170 and voided to Court Plant Life Corporation according to instrument recorded in book 472 Page 16. "NOT SHOWN" Standard in Yarbrough. It may have been released by document recorded in book 5872, Page 256. No physical evidence of applicant found on the subject parcel.

(e) Item No. 8 Sublet to Esmorent generated by Lachels Gas Company according to instrument recorded in Book 5511 Page 180 of the St. Louis County Records. "SHOWN"

(f) Item No. 9 Sublet to Record of Camillechambers according to instrument recorded August 12, 1987 in book 8163 Page 27 of the St. Louis County Records. "SHOWN"

(g) Item No. 10 Ordinance according to instrument recorded in book 8520 Page 895 of the St. Louis County Records. "NOT SHOWN" does not affect the subject parcel.

(h) Item No. 11 Ordinance according to instrument recorded in book 8520 Page 895 of the St. Louis County Records. "NOT SHOWN" does not affect the subject parcel.

(i) Item No. 12 Ordinance according to instrument recorded in book 8520 Page 895 Page 478 of the St. Louis County Records. "NOT SHOWN" Not a survey related to the

1) Subject property is Zoned MU No Zoning Regulations listed

2) Subject property lies within Flood Zone X (area determined to be outside the 0.2% annual chance floodplain) according to the National Flood Insurance Rate Map Number 25180C0170K with an effective date of 02/04/2015.

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1) Subject property lies within Flood Zone X (areas determined to be outside the 0.2% annual chance floodplain) according to the National Flood Insurance Rate Map Number 29199C0170K with an effective date of 02/04/2015.

2) The basis of bearings for this survey is Plat Book 317, Page 49 - 50.

PROPERTY DESCRIPTION

A tract of land being part of Lots A and B of the Chesterfield Plambaton, a subdivision filed for record in Plat Book 317, pages 49 and 50 of the St. Louis County records and part of U.S. Surveys 1951 and 415 in Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri and being more particularly described as

[illegible]

(7) Title to the assets or interest in the land described or referred to in the above contract and covered therein is the simple, and sole estate is the effective date herein vested in:

St. John's United Church of Christ, a Missouri Corporation (Parson's 1, 2, and 3)
St. John's Evangelical and Reformed Church (Parson's 3)

(7) **Contract No. 85311** is Schedule B-Section 2 exemption:

- (a) **Building fire, accessories, coverings and modifications established by the plan** recorded in **Plat Book 317 page 43** (Parcel 47) **NOT SHOWING**. Does not affect.
- (b) **Equipment granted to Union Electric Company** by the instrument recorded in **Book 800 page 352**
- (c) **Equipment granted to Book 1344 page 478 and Book 1920 page 591.**
- (d) **Equipment granted to Union Electric Company** by the instrument recorded in **Book 252 page 161**
- (e) **Terms and provisions of covenants and restrictions recorded in Book 3683 page 42.**
- (f) **Equipment granted to Lachde Gas Company** by the instrument recorded in **Book 5911 page 188 and Book 5371 page 182**. **SHOWING**
- (g) **Equipment granted to Union Electric Company** by the instrument recorded in **Book 751 page 344** (Parcel 1 and 2)
- (h) **Equipment granted for sewer and water supply** recorded in **Book 8278 page 277.**
- (i) **Right-of-Way of State Route 340 (Ohio Road)** by the instrument recorded in **Book 818 page 22**. **SHOWING**
- (j) **Equipment granted to Union Electric Company** by the instrument recorded in **Book 959 page 832**. (Parcel 4)

1) Subject property is Zoned MU No Zoning Regulations listed and R3
 R3 setback Requirements:
 Front: 20 feet
 Side: 8 feet
 Rear: 15 feet
 Height: 3 stories or 45 feet

3) There are 0 parking stalls onsite.

PARCEL NO. 1:
A tract of land in U.S. Survey #145, Township #5 North, Range 4 East and described as: Beginning at a point in the Southeastern line of Olive Street, 50 foot wide and distant South 57 degrees 24 1/2 minutes East 112.37 feet from the most Northern corner of the Southeastern corner of a block conveyed to the St. Louis Catholic church by deed recorded in Book 86 Page 554 of the St. Louis County Records; thence North 57 degrees 24 1/2 minutes East along the Southeastern line of Olive Street 123.37 feet to the Southeastern corner of the said block; thence North 32 degrees 32 minutes East 123.37 feet to the most Northern corner of a block conveyed to said above mentioned church by deed recorded in Book 288 page 565 of the St. Louis County Records; thence South 69 degrees 14 minutes West parallel to Olive Street 123.37 feet and thence North 21 degrees 32 minutes East 123.37 feet to the Southeastern corner of said parcel conveyed to the State of Missouri recorded in Deed Book 7 page 2422.

[illegible]

Excepting that part conveyed to the State of Missouri recorded in Deed 6087 page

A tract of land in U.S. Survey #15, Township #5 North, Range 4 East described as: Beginning at a stone in the South line of Olive Street and 80 feet wide (called North 55° 55' East 20 feet to the Northwest corner of property of the Baltimore German Evangelical St. John's Church Association; thence along the South line of Olive Street and North 55° 55' East 84.03 feet to a stone, thence bearing said road line and running South 81° 46' East 1,037 feet to a point thence South 55° 55' West 84.03 feet to a point, thence along the East line of a strip of land 20 feet wide over which an easement for road purposes was established (according to deed recorded in Book 1344 page 428 of said records, North 31 degrees 40 minutes West 1037.00 feet to the beginning. Excepting that part conveyed to the State of Missouri recorded in Deed 6087 page 2422.

Parcel 4:
 Lot B of Chesterfield Plantation, according to the plat thereof recorded in Plat Book
 317 page 49 of the St. Louis County Records.

(1) Stock and Associates Consulting Engineers, Inc. used exclusively Old Republic National Title Insurance Company, Commitment No. 15-208-187-KEE, with an effective date of August 5, 2016 at 7:00 a.m. for research of easements and encumbrances. No further research was performed by Stock and Associates Consulting Engineers, Inc.

(2) Title to the estate or interest in the land described or referred to in the above commitment and covered Parish is fee simple, and title Kurabo is a fee effective date thereof vested in:

William J. Ernst

(A) Title Certificate No. 19-08187, ACEE with Schedule 3-Section 2 assignments:

- (a) Item 7, Building, fire, earthquakes, and thefts and destructions and powers of trustees assigned to Plot Book 1790 Page 15 and Plot Book 181 Page 87 and Instrument recorded to Book 1790 Page 1335 and subsequent assignments. "NOT SHOWN" Does not affect the subject property.
- (b) Item 8, Assignment granted to United Electric Company by Instrument recorded to Book 3258 Page 450.
- (c) Item 9, Assignment granted to JASCO according to Instrument recorded to Book 1745 Page 3033. "NOT SHOWN" Does not affect the subject property.
- (d) Item 10, Easement recorded to Instrument recorded to Book 8242 Page 618 "NOT SHOWN" Does not affect the subject property.
- (e) Item 11, Assignment granted to UE Company according to Instrument recorded to Book 1831 Page 342. "NOT SHOWN" Does not affect the subject property.

1) Subject property is Zoned MU No Zoning Regulations listed and P.U.
R1 Setback Requirements:
Front: 30 feet
Side: 8 feet
Rear: 15 feet
Height: 3 stories or 45 feet

3) There are 0 parking stalls onsite.

[illegible]

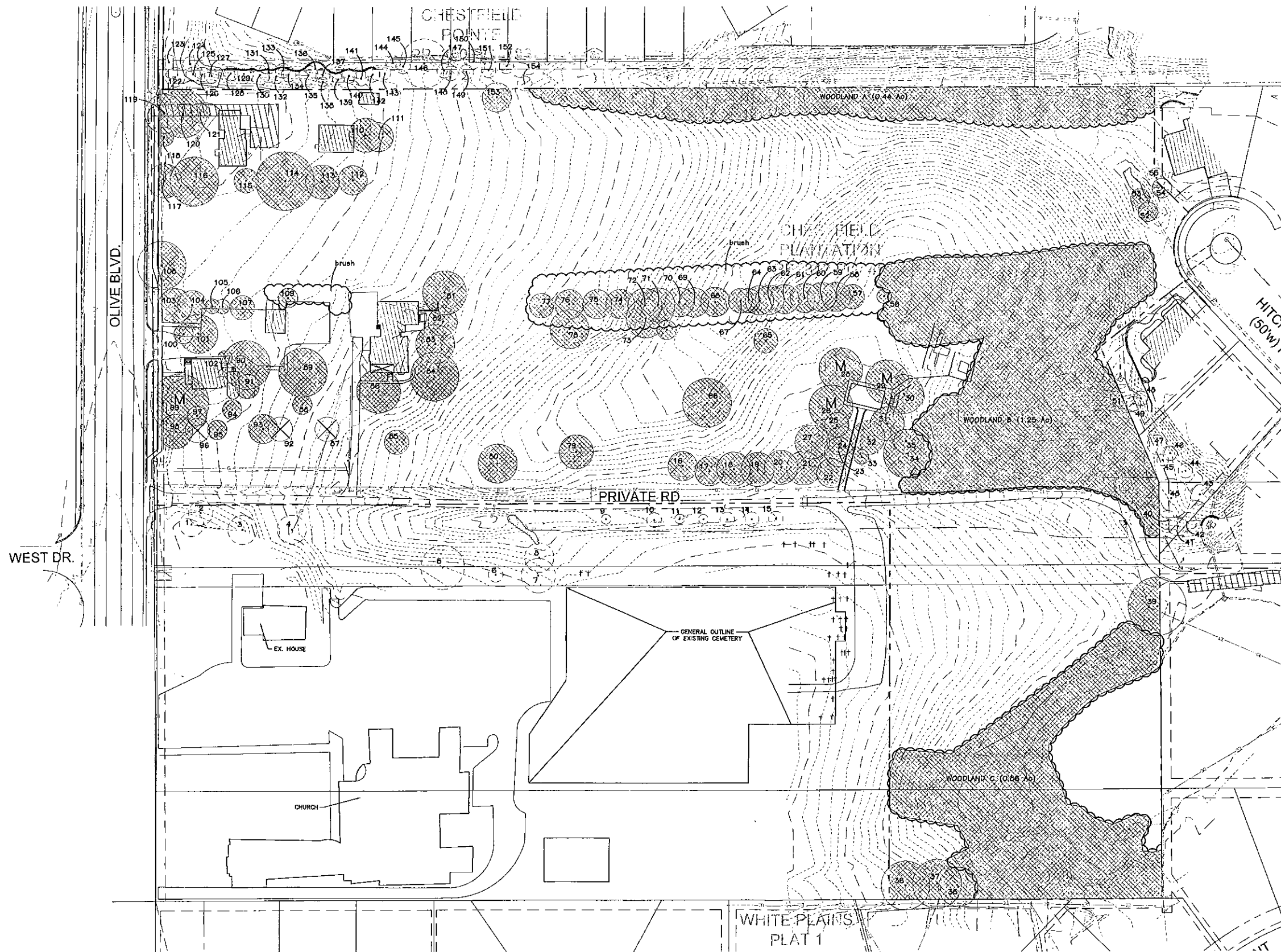
This is to certify to:
Old Republic National Title Insurance Company
Hardesty Development Co., L.L.C.

That this map or plot and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTANSPS Land Use Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-4, 6(1), 7(a), 8, 9, 11 and 13 of Table A thereof. The field work was completed during September and October, 2018.

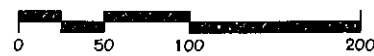
STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.
LC 222-D

By: D. J. C. 3/02/17
Daniel Ehlmann, Missouri P.L.S. No. 2215

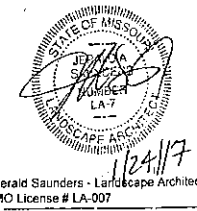
PREPARED FOR:
HARDESTY COMPANIES
232 CHESTERFIELD IND. BLVD.
CHESTERFIELD, MO. 63005
PHONE: (636) 530-9777



TREE STAND DELINEATION PLAN
SCALE 1"=50'



- KEY
- # Existing Tree
 - M Existing Tree-Monarch
 - X Existing Tree-Dead
 - Existing Olive Tree
 - Existing Woodland



Consultants:

Olive Street Road
Chesterfield, Missouri

Hardesty Homes

Revisions:

Date	Description	No.
1/24/17	Site Changes	

Drawn: BB
Checked: JAS

loomisAssociates

landscape architects/planners
707 South 40th Drive, Suite 105
Chesterfield, MO 63005
Phone: 636.863.1000
Email: info@loomis-associates.com

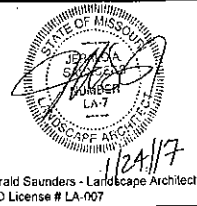
Loomis Associates, Inc.
Missouri State Certificate of Authority # LAC #000019

Sheet Title:	Tree Stand Delineation Plan
Sheet No:	TSD-1
Date:	12/5/16
Job #:	697.007

RECEIVED
FEB 10 2017
City of Chesterfield
Department of Public Works

Tree Inventory
Prepared under direction of:
Brian Bage
Certified Arborist MW- 5033A

B. Bage



Consultants:

Olive Street Road
Chesterfield, Missouri
Hardesty Homes

Revisions:		
Date	Description	No.
1/24/17	Site Changes	

Drawn: BB
Checked: JAS

loomisAssociates

landscape architects/planners
207 Saint-Clair Drive, Suite 105
Chesterfield, Missouri 63005-1154
Phone: 636.863.1154
Email: info@loomisassociates.com

Loomis Associates Inc.
Missouri State Certificate of Authority # LAC #000019

Sheet Title:	Tree Stand Delineation Plan
Sheet No:	TSD-2
Date:	12/5/16
Job #:	697.007

EXISTING INDIVIDUAL TREES

ID	Tree Name	DBH	Canopy Diam.	Condition Rating	Comment
1	Catalpa	14	25	3	Offsite
2	Catalpa	14	25	3	Offsite
3	Silver Maple	14	30	3	Offsite
4	Silver Maple	14	30	2	Offsite; fork at 3'
5	Willow	18	45	2	Offsite
6	Swamp White Oak	5	12	3	Offsite
7	Sugar Maple	18	35	2	Offsite; trunk decay
8	Red Oak	14	30	2	Offsite
9	Sugar Maple	5	8	1	Offsite; trunk damage
10	Sawtooth Oak	6	15	4	Offsite
11	Red Oak	5	8	2	Offsite; trunk damage
12	Swamp White Oak	6	12	3	Offsite
13	Red Oak	5	8	1	Offsite; trunk damage
14	Sawtooth Oak	6	15	4	Offsite
15	Red Oak	6	15	2	Offsite; trunk damage
16	Sweetgum	12	30	3	
17	Sweetgum	12	30	3	
18	Pin Oak	14	35	3	
19	Pin Oak	14	35	3	
20	Pin Oak	14	35	3	
21	Pin Oak	14	35	3	
22	Sugar Maple	12	30	3	
23	Sugar Maple	10	30	3	
24	Sugar Maple	10	30	3	
25	Sweetgum	12	25	2	
26	Tulip	25	45	3	Monarch
27	Sweetgum	14	35	3	
28	Tulip	30	45	3	Monarch
29	Tulip	30	45	3	Monarch
30	Redbud	14	40	1	multi trunk
31	Tulip	18	35	2	
32	Maple	14	35	3	
33	Maple	8	15	3	
34	Redbud	14	50	2	fork at 3'
35	Black Cherry	14	25	2	multi trunk
36	Silver Maple	18	50	2	fork at 3'
37	Cottonwood	18	50	2	
38	Boxelder	24	40	1	fork at 2'
39	Walnut	31	90	2	OE
40	Maple	12	20	3	Offsite
41	Maple	12	20	3	Offsite
42	Maple	8	20	3	Offsite
43	Cottonwood	8	20	3	Offsite
44	Redbud	5	15	2	Offsite
45	Maple	6	15	2	Offsite
46	Maple	5	10	3	Offsite
47	Maple	10	20	3	Offsite
48	Sycamore	24	40	3	Offsite
49	Maple	6	15	3	Offsite
50	Redbud	6	15	3	Offsite
51	Red Oak	10	25	3	Offsite
52	Mulberry	5	20	2	
53	Elm	6	20	2	
54	White Pine	8	20	3	
55	White Pine	8	20	3	Offsite
56	White Pine	14	15	1	
57	White Pine	24	25	2	
58	White Pine	18	30	3	
59	White Pine	18	30	3	
60	White Pine	14	30	3	
61	White Pine	18	30	3	
62	White Pine	14	30	3	
63	White Pine	14	30	2	
64	White Pine	12	25	1	
65	Mulberry	12	25	1	
66	Walnut	18	50	2	
67	White Pine	10	25	2	
68	White Pine	14	30	2	
69	White Pine	14	30	2	
70	Black Cherry	12	30	2	
71	White Pine	8	20	1	
72	White Pine	14	35	3	
73	Pin Oak	20	40	3	
74	White Pine	14	30	2	
75	White Pine	14	30	3	
76	Scotch Pine	14	30	2	
77	Redbud	8	25	1	multi trunk
78	Linden	18	40	3	
79	Silver Maple	12	35	1	trunk cavity

ID	Tree Name	DBH	Canopy Diam.	Condition Rating	Comment
80	Walnut	12	40	3	
81	Sweetgum	24	45	2	
82	Sweetgum	18	30	2	
83	Pin Oak	24	40	2	
84	Pin Oak	24	50	2	
85	Redbud	8	25	1	multi trunk
86	Sweetgum	18	45	2	
87	Dead	24	0	0	
88	Sweetgum	18	20	2	
89	Pin Oak	24	50	2	
90	Elm	24	50	2	
91	Sweetgum	14	25	3	
92	Dead	14	0	0	
93	White Pine	24	30	3	
94	Silver Maple	18	35	1	
95	Silver Maple	12	25	1	
96	Dead	14	0	0	
97	Silver Maple	12	25	1	
98	Silver Maple	18	35	2	
99	Pecan	40	60	3	Monarch
100	Spruce	12	20	2	
101	Elm	24	40	2	
102	Japanese Maple	6	15	3	
103	Silver Maple	24	35	2	
104	White Pine	24	30	2	
105	Cedar	5	6	2	
106	Cedar	5	6	2	
107	Redbud	8	25	2	multi trunk
108	Pecan	18	50	2	OE
109	Mulberry	6	20	2	
110	White Pine	24	35	3	
111	Redbud	6	30	3	multi trunk
112	Silver Maple	24	30	3	
113	Sweetgum	20	35	1	
114	Sugar Maple	30	60	3	low branching
115	Sweetgum	24	25	1	
116	Pin Oak	28	50	2	
117	Sweetgum	24	35	2	OE
118	Spruce	10	20	2	OE
119	Sugar Maple	18	40	1	OE
120	Sweetgum	22	50	2	
121	Spruce	12	20	3	
122	White Pine	14	25	3	Offsite
123	White Pine	10	15	2	Offsite
124	Spruce	3	8	3	Offsite
125	Spruce	3	8	3	Offsite
126	Spruce	3	8	3	Offsite
127	Spruce	4	8	3	Offsite
128	Spruce	3	8	3	Offsite
129	White Pine	10	20	3	Offsite
130	Dead	8	20	0	Offsite
131	White Pine	8	20	3	Offsite
132	White Pine	8	15	3	Offsite
133	White Pine	8	15	3	Offsite
134	White Pine	6	15	3	Offsite
135	White Pine	12	25	3	Offsite
136	White Pine	10	25	2	Offsite
137	White Pine	6	15	3	Offsite
138	White Pine	5	10	3	Offsite
139	White Pine	10	15	2	Offsite
140	White Pine	10	20	2	Offsite
141	White Pine	14	20	2	Offsite
142	White Pine	8	20	3	Offsite
143	Spruce	3	20	3	Offsite
144	White Pine	10	25	3	Offsite
145	White Pine	10	25	3	Offsite
146	Pin Oak	24	50	3	Offsite
147	White Pine	6	15	3	Offsite
148	White Pine	6	15	3	Offsite
149	White Pine	6	15	3	Offsite
150	Spruce	8	20	3	Offsite
151	Spruce	8	20	3	Offsite
152	Spruce	8	20	3	Offsite
153	Pear	14	30	2	
154	White Pine	5	15	3	Offsite

Tree Stand Delineation Narrative
October 18, 2016

This project site comprises a total of 12.6 Ac. and has a total of 4.15 Ac. of canopy. Individual trees and tree rows are scattered throughout within existing lots. A pavilion sets within the central area of the site.

Woodland A:
A Fair conditioned, fence line woodland consisting primarily of Walnut, Boxelder, Silver Maple, and Black Locust ranging in sizes 3-24 inches DBH. Understory primarily composed of honeysuckle and other brush.

Woodland B:
A Good conditioned, hardwood woodland in the east/central portion of the site ranging in size 3-28 inches DBH. Primarily consisting of Persimmon, Maple, Walnut, and Locust with some Oak species. Understory is primarily small trees and Pawpaw. The edges of this woodland are host to honeysuckle.

Woodland C:
A Fair conditioned, bottomland woodland surrounding an existing lake in the southeast corner of the site. Ranging in size 2-35 inches DBH. The overstory primarily consists of Boxelder, Cottonwood, Silver Maple, and Shingle Oak. The understory is primarily honeysuckle.

RATING: 1 = Poor
2 = Fair
3 = Good
4 = Excellent

There are State Champion or rare trees found on the site.

Total Site Area = 549,030 sq. ft. or 12.6 Ac.
Total Existing Canopy = 180,991 sq. ft. or 4.15 Ac.

Woodland A = 19,310 sq. ft. or 0.44 Ac.
Woodland B = 54,194 sq. ft. or 1.24 Ac.
Woodland C = 37,622 sq. ft. or 0.86 Ac.
Individual Trees = 69,865 sq. ft. or 1.6 Ac.

Tree Inventory
Prepared under direction of:
Brian Bage
Certified Arborist MVV-5033A

BILL NO. 3146

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE 2256 OF THE CITY OF CHESTERFIELD TO CHANGE THE CONDITIONS OF ATTACHMENT "A" RELATIVE TO THE "C-8" PLANNED COMMERCIAL DISTRICT FOR AN 11.35 ACRE TRACT OF LAND LOCATED EAST OF CLARKSON ROAD AND NORTH OF BAXTER ROAD. (P.Z. 04-2017 DIERBERGS THE MARKET PLACE (AMENDMENT)).

WHEREAS, the petitioner, Dierbergs Chesterfield Village, Inc., has requested an amendment for an existing "PC" Planned Commercial District for an 11.35 acre tract of land located east of Clarkson Road and north of Baxter; and,

WHEREAS, the request is to increase the allowable density to permit an additional 3,800 square feet of supermarket and 2,000 square feet in retail shopping abutting the supermarket; and,

WHEREAS, a Public Hearing was held before the Planning Commission on March 13, 2017; and,

WHEREAS, the Planning Commission, having considered said request, recommended approval of the ordinance amendment; 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 Ordinance Number 2256 is hereby repealed and those conditions therein are incorporated into this Attachment A, which is attached hereto and made a part hereof for a 11.35 acre tract of land located at 1730 Clarkson Road and as described as follows:

A tract of land being part of property conveyed to Dierbergs Chesterfield Village, Inc. by instrument recorded in Deed Book 8242, Page 300, situated in U.S. Survey 2002, Township 45 North, Range 4 East, City of Chesterfield, Missouri, being more particularly described as follows:

BEGINNING at a point on the North Line of the aforementioned property conveyed to Dierbergs Chesterfield Village, Inc., at its intersection with a point in the Southeastern Line of property conveyed to the State of Missouri, for the widening of Clarkson Road, variable width, according to deed recorded in Deed Book 8349, Page 2328, of said records; thence Northeasterly, along the Northern Line of said property conveyed to Dierbergs Chesterfield Village, Inc., North 68 degrees 55 minutes 54 seconds East 423.06 feet to the Northeastern corner thereof; thence Southeasterly, along the Eastern Line thereof, South 32 degrees 30 minutes 45 seconds East 816.34 feet to its intersection with a point in the Northern Right of Way Line of New Baxter Road, according to the Dedication Plat thereof recorded in Plat Book 277, Page 58, of said records; thence Northwesterly, along the Northern Line thereof, along a curve to the left having a radius of 757.20 feet, an arc distance of 492.91 feet (North 89 degrees 55 minutes 04 seconds West 484.26 feet on its chord) to a point of tangency; thence South 71 degrees 26 minutes 00 seconds West 164.71 feet to a point of curvature; thence Southwesterly, continuing along the Northern Right of Way Line thereof, along a curve to the right having a radius of 675.20 feet, an arc distance of 235.63 feet (South 81 degrees 25 minutes 50 seconds West 234.43 feet on its chord) to a point; thence North 01 degree 25 minutes 41 seconds East 10.00 feet to a point of curvature; thence Northwesterly, continuing along said Northern right of Way Line thereof, along a curve to the right having a radius of 665.20 feet, an arc distance of 209.89 feet (North 79 degrees 31 minutes 57 seconds West 209.02 feet on its chord) to a point in the Eastern Line of property conveyed to the State of Missouri per Deed Book 8349, Page 2328, aforementioned; thence Northwesterly along said Eastern Line, North 23 degrees 18 minutes 26 seconds West 71.68 feet to a point; thence North 30 degrees 56 minutes 00 seconds East 15.80 feet to a point; thence North 59 degrees 04 minutes 00 seconds West 15.00 feet to a point; thence Northeasterly, continuing along the Eastern Line of the aforementioned property conveyed to the State of Missouri, North 30 degrees 56 minutes 00 seconds East 192.19 feet to a point; thence North 28 degrees 21 minutes 16 seconds East 300.04 feet to a point; thence North 31 degrees 13 minutes 11 seconds East 69.02 feet to the point of beginning, containing 11.35 acres, more or less.

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

Section 3. The City Council, pursuant to the petition filed by Dierbergs Chesterfield Village, Inc. in P.Z. 04-2017, 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 13th day of March 2017, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this _____ day of _____, 2017.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: <u>05/01/2017</u>

ATTACHMENT A

In keeping with the following Comprehensive Plan policies, these conditions have been developed:

- 1.2 Adherence to the Plan
- 1.4 Quality New Development
- 3.1 Quality Commercial Development
 - 3.1.1 Quality of Design
 - 3.2.1 Neighborhood Retail Facilities
 - 3.2.2 Community Retail Facilities
- 7.2.1 Maintain Proper Level of Service
- 7.2.3 Maintain Proper Traffic Flow
- 7.2.7 Collectors and Local Streets
- 8.2.2 Underground Electric Service

I. SPECIFIC CRITERIA

A. Information to be shown on the Site Development Concept Plan shall be limited to those conditions specified in Section A, General Criteria-Concept Plan. Site Development Plans and Site Development Section Plans shall adhere to specific design criteria.

B. DEFINITIONS

1. Site Development Concept Plan is a conceptual plan for development in a planned district being done in phases. A concept plan provides an overall picture of a development that is being divided into sections to be developed in phases.
2. A Site Development Section Plan is a plan for development for sections of the overall concept plan.
3. Site Development Plan is a plan for development in planned districts that is being done in one phase.

C. PERMITTED USES

1. The uses allowed in this "C8" Planned Commercial District shall be:
 - a. Animal hospitals and veterinary clinics.
 - b. Auditoriums and other facilities for public assembly.
 - c. Child care centers, nursery schools, and day nurseries.
 - d. Churches.
 - e. Clubs, lodges, and meeting rooms.
 - f. Financial institutions, not including drive-through facilities.

- g. Libraries and reading rooms.
- h. Local public utility facilities, provided that any installation, other than poles and equipment attached to the poles, shall be:
 - i. Adequately screened with landscaping, fencing or walls, or any combination thereof; or
 - ii. Placed underground; or
 - iii. Enclosed in a structure in such a manner so as to blend with and complement the character of the surrounding area.

All plans for screening these facilities shall be submitted to the Department of Planning for review. No building permit or installation permit shall be issued until these plans have been approved by the Department of Planning.

- i. Medical and dental offices.
 - j. Mortuaries.
 - k. Offices or office buildings.
 - l. Parking areas, including garages, for automobiles, but not including any sales of automobiles, or the storage of wrecked or otherwise damaged and immobilized automotive vehicles for a period in excess of seventy-two (72) hours.
 - m. Police, fire, and postal stations.
 - n. Recreational facilities, including indoor theaters, but not including drive-in theaters, golf practice driving ranges, and outdoor swimming pools.
 - o. Restaurants, including fast food restaurants except those which provide drive-through service or those which constitute the only use in a freestanding building.
 - p. Fast food restaurants selling only ice cream products, yogurt, or similar dairy dessert products, and soft drinks.
 - q. Schools for business, professional, or technical training, but not including outdoor areas for driving or heavy equipment training.
 - r. Stores, shops, markets, service facilities, and automatic vending facilities in which goods or services of any kind are offered for sale or hire to the general public on the premises.
2. The above uses in the "C8" Planned Commercial District shall be restricted as follows:
- a. There shall be no open kennels, overnight boarding of animals or outdoor exercise yards permitted in relation to the "Animal Hospital/veterinary clinic."
 - b. One (1) outlot building shall be permitted.

D. FLOOR AREA AND HEIGHT REQUIREMENTS**1. FLOOR AREA**

- a. The supermarket shall not exceed eighty thousand (80,000) square feet in area.
- b. The retail shopping area abutting the supermarket shall not exceed nineteen thousand five hundred (19,500) square feet in area.
- c. The outlot building shall not exceed eleven thousand three hundred (11,300) square feet in area.

2. HEIGHT

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

E. STRUCTURE AND PARKING SETBACKS**1. STRUCTURE SETBACKS**

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

- a. Twenty-five (25) feet from the right-of-way of Baxter Road.
- b. Fifty (50) feet from the right-of-way of Clarkson Road.
- c. Twenty-five (25) feet from the northern boundary of this "C8" Planned Commercial District.
- d. Thirty (30) feet from the east boundary of this "C8" Planned Commercial District.

2. PARKING AND LOADING SPACE SETBACKS

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

- a. Ten (10) feet from the right-of-way of Clarkson Road.
- b. Ten (10) feet from the right-of-way of Baxter Road.
- c. Ten (10) feet from the northern and eastern boundaries of this "C8" Planned Commercial District.

F. PARKING AND LOADING REQUIREMENTS

1. Parking and loading spaces for this development will be as required in the City of Chesterfield Code with the exception that a 17.1% reduction shall be permitted with this development.
2. Construction Parking
 - a. 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.

G. LANDSCAPE AND TREE REQUIREMENTS

1. The developer shall submit a landscape plan, tree stand delineation plan, and tree preservation plan in accordance with the City of Chesterfield Code.
2. If the estimated cost of new landscaping indicated on the Site Development Section Plans as required by the Planning Commission exceeds one thousand (\$1,000) dollars, as determined by a plant nursery, the petitioner shall furnish a two (2) year bond or escrow sufficient in amount to guarantee the installation of said landscaping.
3. Prior to release of the Landscape Installation Bond/Escrow, a two (2) year Landscape Maintenance Bond/Escrow will be required.

H. SIGN REQUIREMENTS

1. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the City of Chesterfield Department of Public Works, St. Louis County Department of Highways and Traffic, and the Missouri Department of Transportation for sight distance considerations prior to installation or construction.
2. No advertising signs, temporary signs, portable signs, off site signs, or attention getting devices shall be permitted in this development.
3. All permanent freestanding business and identification signs shall have landscaping, which may include, but not be limited to, shrubs, annuals, and other materials, adjacent to the sign base or structural supports. The location of this sign and landscaping shall be as approved by the Planning Commission on the Site Development Plan.
4. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code.

I. LIGHT REQUIREMENTS

1. No on-site illumination source shall exceed twenty-five (25) feet in height.
2. Provide a lighting plan and cut sheet in accordance with the City of Chesterfield Code.
3. The location and height of the light standards will be as approved by the Planning Commission.
4. Except for required street lighting, no source of illumination will be situated so that light is cast on any public right-of-way or adjoining property.

J. ARCHITECTURAL

1. The developer shall submit architectural elevations, including but not limited to, colored renderings and building materials. Architectural information is to be reviewed by the Architectural Review Board and the Planning Commission.
2. Building facades should be articulated by using color, arrangement or change in materials to emphasize the facade elements. The planes of the exterior walls may be varied in height, depth or direction. Extremely long facades shall be designed with sufficient building articulation and landscaping to avoid a monotonous or overpowering appearance.
3. Trash enclosures: The location and elevation of any trash enclosures will be as approved by the Planning Commission on the Site Development Plan. All exterior trash areas will also be enclosed within a six (6) foot high sight-proof enclosure complemented by adequate landscaping and consist of a material also approved by the Planning Commission on the Site Development Plan.
4. Mechanical equipment will be adequately screened by roofing or other material as approved by the Planning Commission.

K. ACCESS/ACCESS MANAGEMENT

1. Access to the subject site from Clarkson Road north of Baxter Road shall be located as approved by the Missouri Department of Transportation and Transportation Department. This entrance access will ultimately be limited to right turns in and right turns out only due to the future median barrier on Clarkson Road in this area.
2. One (1) minor entrance limited to right in and right out turning movements shall be permitted for the shopping center a minimum distance of three hundred (300) feet from Clarkson Road.

3. There shall be one (1) main entrance into the shopping center on the north side of Baxter Road to be aligned with the main entrance into the church complex on the south side of Baxter Road, both containing channelized islands. These main entrances shall be a minimum distance of six hundred (600) feet west of Old Baxter Road-Old Clarkson Road.
4. There shall not be any other driveways from the shopping center, except a service entrance to the shopping center, intersecting Baxter Road.

L. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Conform to the requirements of the Missouri Department of Transportation regarding Clarkson Road (Route 340) in this area.
2. Improve Clarkson Road to a minimum of five (5) lane roadway, with stabilized shoulders and storm water drainage facilities as required by the Missouri Department of Transportation.
3. 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.
4. Provide a sidewalk or stabilized shoulder adjacent to Clarkson Road.
5. Improve Baxter Road from Clarkson Road to Old Clarkson Road-Old Baxter Road to a minimum of eighty-two (82) foot right-of-way and sixty-three (63) foot pavement including required storm drainage facilities as directed by the St. Louis County Department of Highways and Traffic. This proposed five lane facility would function as two (2) eastbound through lanes, one (1) continuous left turn lane and two (2) westbound through lanes.
6. Provide a sidewalk adjacent to Baxter Road.
7. Install a traffic signal at the intersection of Baxter Road and the main entrances to the shopping center and church property at seventy percent (70%) completion of the development. Also interconnect with existing signal system on Baxter Road.
8. The service entrance on Baxter Road to the shopping center shall be approximately two hundred seventy-five (275) feet east of the main entrance to the shopping center.
9. Install a traffic signal at the intersection of Baxter Road and Old Baxter Road-Old Clarkson Road. Install underground conduit and interconnect between Clarkson Road and Old Baxter Road-Old Clarkson Road as directed by the St. Louis County Department of Highways and Traffic.

10. It should be noted that upon completion of Baxter Road through this development and the Missouri Department of Transportation's improvements to the roadway system in this area and when directed by MODOT, a cul-de-sac turnaround will be constructed on Old Baxter Road near the existing entrance to the Brandywine Condominium Development which will terminate access to Clarkson Road (State Route 340) at this location. Following completion of this road closure, all area traffic will utilize Baxter Road to access Clarkson Road.
11. The main entrance driveway serving the shopping center shall be thirty-eight (38) feet in width to provide two (2) new through lanes and one (1) continuous left turn lane for a distance of approximately one hundred fifty (150) feet with 15:1 tapers. Parking shall be prohibited along both sides of this main drive. Minor parking lot driveways shall not intersect this main drive closer than approximately one hundred fifty (150) feet from Baxter Road.
12. The driveway adjacent to the proposed supermarket and retail shops shall be a minimum of thirty-two (32) feet in width to provide two (2)-twelve (12) foot driving lanes and an eight (8) foot drop-off/pick-up lane. Parallel and angle parking shall be restricted along both sides of this driveway.
13. The entrance driveway at Clarkson Road serving the shopping center shall be thirty-two (32) feet in width. There shall be no minor driveway intersecting within approximately one hundred (100) feet.
14. The service driveway for the shopping center located along the eastern property line shall be designed as a two (2)-way driveway. Trucks will use this driveway entering and exiting from Baxter Road.
15. Internal parking lot driveways serving the shopping center shall be a maximum of twenty-four (24) feet in width. Wider driveway widths on skewed approaches to the parking lot create an unnecessary hazard.
16. The Missouri Department of Transportation requirements include dual left turn facilities for southbound Clarkson Road traffic and a right turn lane for northbound Clarkson Road traffic turning east at the Baxter Road intersection. This further widening will require modification of the traffic signal facilities recently completed as part of the Baxter Road improvements.
17. The first entrance east of Clarkson Road shall be right in/right out through an extension of the median of Baxter Road east of the entrance and shall be a minimum of twenty-four (24) feet in width for a minimum distance of one hundred (100) feet. There shall be no minor driveways intersecting within one hundred (100) feet.

M. TRAFFIC STUDY

A traffic study, as directed by the City of Chesterfield, including internal and external circulation, shall be required for review, and approval, by the City of Chesterfield Department of Public Works, the Missouri Department of Transportation and the St. Louis County Department of Highways and Traffic prior to Site Development Plan approval.

N. POWER OF REVIEW

Either Councilmember of the Ward where a development is proposed, or the Mayor, may request that the site plan be reviewed and approved by the entire City Council. This request must be made no later than twenty-four (24) hours before posting the agenda for the next City Council meeting after Planning Commission review and approval of the site plan. The City Council will then take appropriate action relative to the proposal.

O. STORMWATER AND SANITARY SEWER

1. The developer shall provide verification to the St. Louis County Department of Public Works that adequate sanitary services are provided.
2. Interim stormwater drainage control in the form of siltation control measures are required.
3. Submit to the Planning Commission an engineering plan approved by the Department of Public Works showing that adequate handling of the stormwater drainage of the site is provided.
4. The developer is required to provide adequate stormwater systems in accordance with City of Chesterfield standards.
5. All stormwater shall be discharged at an adequate natural discharge point.
6. Detention or differential runoff of stormwater is required by providing permanent detention facilities, such as dry reservoirs, ponds or other acceptable alternative. The detention basin shall be completed and in operation prior to paving of any streets or parking areas.

P. ROADWAY IMPROVEMENTS AND CURB CUTS.

1. Obtain approval from the City of Chesterfield Department of Public Works, the St. Louis County Department of Highways and Traffic and the Missouri Department of Transportation for the locations of proposed curb cuts, areas of new dedication, and roadway improvements.
2. 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.

Q. GRADING AND IMPROVEMENT PLANS

1. A grading permit is required prior to any grading on the site. No change in watershed shall be permitted.

R. MISCELLANEOUS

1. All utilities will be installed underground. The development of this parcel will coordinate the installation of all utilities in conjunction with the construction of any roadway on site.
 - a. Sleeves for future telecommunication services are required to be installed adjacent and/or parallel to any proposed roadway, or other location as directed by the City of Chesterfield, in order to facilitate the installation of utilities and telecommunication infrastructure for current and future users.

II. TIME PERIOD FOR SUBMITTAL OF SITE DEVELOPMENT PLANS**A TIME PERIOD FOR PLAN SUBMITTAL**

1. The developer shall submit a Site Development Plan within eighteen (18) months of City Council approval of the Preliminary Development Plan. This requirement shall be accomplished prior to issuance of building permits.
2. Failure to comply with these submittal requirements will result in the expiration of the preliminary development plan and will require a new public hearing.
3. Where due cause is shown by the developer, this time interval for plan submittal may be extended through appeal to and approval by the Planning Commission.

III. COMMENCEMENT OF CONSTRUCTION

- A. Substantial construction shall commence within two (2) years of approval of the site development concept plan or site development plan, unless otherwise authorized by ordinance. Substantial construction means final grading for roadways necessary for first approved plat or phase of construction and commencement of installation of sanitary storm sewers.
- B. Where due cause is shown by the developer, the Commission may extend the period to commence construction for not more than one additional year.

IV. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

A. The Site Development Plan shall adhere to the following:

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Outboundary plat and legal description of the property.
3. Density Calculations.
4. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for designed for handicapped.
5. Provide open space percentage for overall development including separate percentage for each lot on the plan.
6. Provide Floor Area Ratio (F.A.R.)
7. A Note indicating all utilities will be installed underground.
8. A note indicating signage approval is separate process.
9. Depict the location of all buildings, size, including height and distance from adjacent property lines and proposed use.
10. Specific structure and parking setbacks along all roadways and property lines.
11. Indicate location of all existing and proposed free standing 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 feet of the site as directed. Improvements include, but are not limited to, roadways, driveways and walkways adjacent to and across the street from the site, and significant natural features, such as wooded areas and rock formations, that are to remain or be removed.
15. Depict all existing and proposed easements and rights of way within one hundred fifty (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 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 two (2) feet, and extending one hundred fifty (150) feet beyond the limits of the site as directed.
18. Address trees and landscaping in accordance with the City of Chesterfield Code.
19. Provide a lighting plan in accordance with the City of Chesterfield Code.
20. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Ordinance.
21. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.
22. Provide comments/approvals from the appropriate Fire District, the Metropolitan St. Louis Sewer District, the St. Louis County Department of Highways and Traffic, and the Missouri Department of Transportation.

V. TRUST FUND CONTRIBUTION

- A. The developer will contribute to the Chesterfield Village Trust Fund. This contribution will not exceed an amount established by multiplying the ordinance required parking spaces by the following rate schedule:

<u>Type of Development</u>	<u>Required Contribution</u>
General Office	\$537.19/Parking Space
General Retail	\$1,611.66/Parking Space
Supermarket	\$1,611.66/Parking Space
High turnover sit down restaurant	\$1,611.66/Parking Space
Bank	\$3,223.44/Parking Space
Loading Space	\$2,637.29/Loading Space

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

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

The contribution will be used to help defray the cost for engineering, right-of way acquisition, and construction of Chesterfield Village Parkway east of Clarkson Road and south of Highway 40 and installation of traffic signal facilities in the area.

Credit for the cost of allowable portions of road improvements required herein will be limited to improvements along Clarkson Road and Old Clarkson Road. Improvements to Baxter Road from the Clarkson Road right-of-way to the Old Baxter Road /Old Clarkson Road intersection will not be credited toward the trust fund contribution.

The required contribution of P.C. 87 and 88-86 to the Chesterfield Village Trust Fund shall be limited to nine hundred thousand dollars (\$900,000) less the estimated cost of the Baxter Road improvement required as part of P.C. 87 and 88-86 from Clarkson Road to Old Clarkson Road (said estimate to be based on 1987 St. Louis County Department of Planning schedule of unit prices).

The amount of the required contribution, if not submitted by January 1, 2007 shall be increased on that date and on the first day of January in each succeeding year thereafter in accord with the construction cost index as determined by the St. Louis County Department of Highways and Traffic.

VI. RECORDING

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

VII. VERIFICATION PRIOR TO IMPROVEMENT PLAN APPROVAL

Prior to improvement plan approval, the developer will provide the following:

1. Comments/approvals from the Missouri Department of Transportation, the Metropolitan St. Louis Sewer District and the appropriate Fire District and any other applicable agency as required by the Department of Planning.
2. Copies of recorded easements for off-site work, including book and page information, will be provided.

VIII. VERIFICATION PRIOR TO FOUNDATION OR BUILDING PERMITS

- A. Subsequent to approval of the Site Development Plan and prior to the issuance of any foundation or building permit, the following requirements will be met:

1. Notification of Department of Planning

Prior to the issuance of foundation or building permits, all approvals from the above mentioned agencies and the City of Chesterfield Department of Public Works, as applicable, must be received by the City of Chesterfield Department of Planning.

2. Notification of St. Louis County Department of Public Works

Prior to issuance of foundation or building permits, all approvals from the City of Chesterfield, the Department of Highways and Traffic, the Metropolitan St. Louis Sewer District, and the Missouri Department of Transportation must be received by the St. Louis County Department of Public Works.

3. Certification of Plans

Provide verification that construction plans are designed to conform to the requirements and conditions of the Geotechnical Report. The Geotechnical Engineer will be required to sign and seal all plans with a certification that the proposed construction will be completed in accordance with the grading and soil requirements and conditions contained in the report.

4. Trust Fund Contribution

Trust Fund contribution and/or credits for roadway improvements shall be deposited with St. Louis County prior to the issuance of building permits. If development phasing is anticipated, the developer shall provide the Trust Fund contribution and/or credits for roadway improvement prior to issuance of building permits for each phase of development.

IX. OCCUPANCY PERMIT/FINAL OCCUPANCY

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 St. Louis Department of Highways and Traffic.

X. FINAL RELEASE OF ESCROW

Prior to the release of final escrow, the developer will provide certification by a Registered Land Surveyor that all monumentation depicted on the Record Plat has been installed and that the U.S. Public Land Survey Corners have not been disturbed during the construction activities or that they have been corrected and the appropriate documents filed with the Missouri Department of Natural Resources Land Survey Program.

All conditions of the Escrow as stated in the Escrow Agreement shall be met and approved by the Department of Public Works per the established Escrow Agreement.

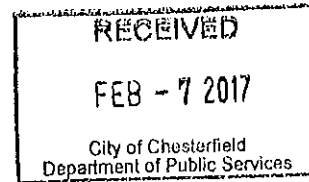
XI. GENERAL DEVELOPMENT CONDITIONS

- A. General development conditions relating to the operation, construction, improvement and regulatory requirements to be adhered to by the developer are as follows:
 - 1. 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(s) forever.
 - 2. The existence of private roadways within the development requires disclosure by the developer of responsibility for street maintenance in accord with the provisions of the City of Chesterfield Code.

XII. ENFORCEMENT

- A. The City of Chesterfield, Missouri will enforce the conditions of this ordinance in accordance with the Site Development 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 permits by issuing 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.

Dierbergs Marketplace



Narrative Statement

The Dierbergs Markets property located at 1730 Clarkson Road was originally opened on July 12, 1988 consisting of a supermarket, retail shopping area and a single outlot building.

The Ordinance Amendment will increase the maximum allowable Floor Area for the supermarket to 80,000 square feet in area and the retail shopping area abutting the supermarket to 19,500 square feet in area.

The applicant is not requesting any other modifications to the enabling Ordinance 2256 dated April 17, 2006.



VIII. B.

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

Planning Commission Vote Report

Meeting Date: March 13, 2017

From: Cecilia Hernandez – Project Planner

Location: East of Clarkson Road and north of Baxter Road

Petition: **P.Z. 04-2017 Dierberg's The Market Place** – A request for an amendment to an existing "C-8" Planned Commercial District for an 11.35 acre tract of land located east of Clarkson Road and north of Baxter Road to increase the allowable density to permit an additional 3,800 square feet of supermarket and an additional 2,000 square feet in retail shopping abutting the supermarket.

PROPOSAL SUMMARY

Dierbergs Chesterfield Village, Inc. has submitted a request for an amendment to an existing "C-8" Planned Commercial District for an 11.35 acre tract of land. The request is to increase the allowable density to permit 80,000 square feet (an additional 3,800 square feet) of supermarket and 19,500 (an additional 2,000 square feet) in retail shopping abutting the supermarket. If approved, a new ordinance and Attachment A would be put in place which repeals and replaces Ordinance #2256, Section D, numbers 1.a and 1.b.

SITE HISTORY

The subject site was zoned "C8" Planned Commercial prior to incorporation of the City of Chesterfield via St. Louis County Ordinance 12,964, which was subsequently amended by St. Louis County Ordinance 13,306. In 1992, the City of Chesterfield approved a new ordinance which added the animal hospital/veterinary use to the permitted uses for the site. Finally, in April 2006 the City of Chesterfield approved Ordinance 2256, the currently governing ordinance for the site, which approved a parking reduction and an amendment to permitted uses for the outbuilding.

SURROUNDING LAND USE AND ZONING

The land use and zoning for the properties surrounding the amendment area are shown and described below.

North: North of the site is the Drew Station subdivision which is currently zoned "C-8" Planned Commercial District.

South: To the south across Baxter Road is the Lord of Life Lutheran Church subdivision which is zoned "R6A" Residence District.

East: East of the site across Clarkson Road is the Clarkson Square subdivision which is currently zoned "C-8" Planned Commercial District.

West: Located to the west of the subject site is the Eberwein Park which is zoned "PS" Park and Scenic.

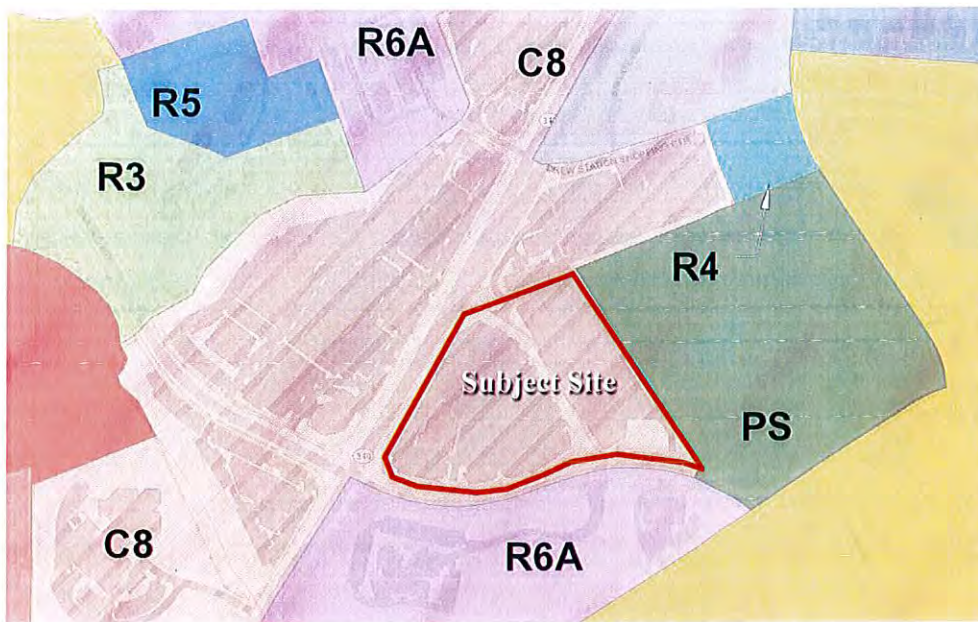


Figure 1: Zoning Map

COMPREHENSIVE PLAN

The City of Chesterfield Comprehensive Land Use Map delineates the subject site within the “Urban Core” land use designation. The Comprehensive Plan states that the Urban Core should include land uses of a mixture of high-density residential, retail, and office uses containing the highest density development in Chesterfield.

The Comprehensive Plan also provides a number of Plan Policies related to this type of development. Each of the policies is provided below.

Policy 3.1 Quality Commercial Development– Commercial developments should positively affect the image of the City, provide employment opportunities, and offer retail and service options to residents.

Policy 3.7 Urban Core– The Urban Core should be developed to contain the highest density of mixed-use development in Chesterfield. It should serve as the physical and visual focus for the City.

The applicant has indicated that they are intending to make minor adjustments and improvements to the subject site, including a renovated entry area. The amendment is consistent with how the zoning was proposed, with the exception of the increase in floor area.



Figure 2: Future Land Use Plan

REQUEST AND ANALYSIS

The changes requested to the Attachment A are as follows:

A. FLOOR AREA AND HEIGHT REQUIREMENTS

1. FLOOR AREA

- a. The supermarket shall not exceed ~~seventy-six thousand two hundred (76,200)~~ **eighty thousand (80,000)** square feet in area.
- b. The retail shopping area abutting the supermarket shall not exceed ~~seventeen thousand five hundred (17,500)~~ **nineteen thousand five hundred (19,500)** square feet in area.
- c. The outlot building shall not exceed eleven thousand three hundred (11,300) square feet in area.

The site is located within the Urban Core land use designation within the Comprehensive Plan. Currently, Ordinance 2256 permits a maximum of 105,000 square feet of development on the 11.35 acre area totaling 0.21 FAR. While the "C-8" Planned Commercial District regulations do not contain a maximum floor area ratio (FAR), the "UC" Urban Core District does include a maximum FAR of 0.55 that can be utilized to compare the existing allowable floor area and the proposed allowable floor area with other projects within the Urban Core.

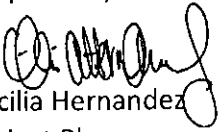
	Ord. 2256	Proposed Changes	"UC" Urban Core
Floor Area	105,000 sq. ft.	110,800 sq. ft.	271,923 sq. ft.
Floor Area Ratio	0.21	0.22	0.55

As shown above, the floor area proposed is still less than one-half the maximum permissible floor area within the Urban Core.

DEPARTMENTAL INPUT

Staff has reviewed the request for an amendment to an existing "C-8" Planned Commercial District for an 11.35 acre tract of land to increase the allowable density to permit 80,000 square feet (an additional 3,800 square feet) of supermarket and 19,500 square feet (an additional 2,000 square feet) in retail shopping abutting the supermarket. Staff has prepared an amended Attachment 'A' reflecting this request for consideration to repeal and replace by the Planning Commission and requests action on P.Z. 04-2017 Dierbergs The Market Place (Amendment).

Respectfully submitted,



Cecilia Hernandez
Project Planner

Attachments

1. Attachment "A"

cc: Justin Wyse, Director of Planning and Development Services

BILL NO. 3148

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

Section 1. City of Chesterfield Ordinance Number 2791 is hereby repealed and those conditions therein are incorporated into this Attachment A, which is attached hereto and made a part hereof for a 1.95 acre tract of land

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

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

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

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

ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 12th day of December 2016, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this _____ day of _____, 2017.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 05/15/2017

AMENDMENT 1:

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

Section I. Permitted Uses, A. page 1. Add the following:

- j. Sales, servicing, repairing, cleaning, renting, leasing and necessary outdoor storage of equipment and vehicles used by business, industry and agriculture. **The outdoor storage of said vehicles shall be no closer than one hundred and fifty (150) feet and screened from the Old Chesterfield Road right-of-way;**

Green Sheet

ATTACHMENT A

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

I. SPECIFIC CRITERIA

A. PERMITTED USES

1. The uses allowed in this "PI" Planned Industrial District with a Landmark and Preservation Area (LPA) Procedure shall be:
 - a. Gymnasium;
 - b. Business, professional and technical training schools;
 - c. Stores, shops, markets, service facilities, and automatic vending facilities in which goods or services related to floral or interior design, artwork, crafts for the home or other similar and related items are being offered for sale or hire to the general public on the premises including outdoor sales and storage of said items;
 - d. Business service establishment;
 - e. Cafeterias for employees and guests only;
 - f. Laundries and dry cleaning plants, which include dry cleaning drop-off and pickup stations;
 - g. Offices or office buildings;
 - h. Plumbing, electrical, air conditioning and heating equipment sales, warehousing and repair facilities;
 - i. Restaurants, sit down;
 - j. Sales, servicing, repairing, cleaning, renting, leasing and necessary outdoor storage of equipment and vehicles used by business, industry and agriculture.
 - k. Service facilities, studios or work areas for antique salespersons, artists, candy makers, craftpersons, dressmakers, tailors, music teachers, dance teachers, typists and stenographers, including cabinet makers, film processors, fishing tackle and bait shops and souvenir sales. Goods and services associated with these uses may be sold or provided directly to the public on premises;
 - l. Warehousing, storage or wholesaling of manufactured commodities;
 - m. Farmer's Market
 - n. Sno Cone Stand

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

3. HOURS OF OPERATION

- a. Hours of operation for all uses shall be restricted from 6:00 A.M. to 10:00 P.M.
- b. Use 1.n shall be restricted to Saturday and Sunday operation only.
- c. Uses 1.c, 1.j, 1.k, and 1.m listed above are considered retail uses and shall be restricted to hours of operation open to the public from 6:00 AM to 11:00 PM. Hours of operation for said uses may be expanded for Thanksgiving Day and the day after Thanksgiving upon review and approval of a Special Activities Permit, signed by the property owner and submitted to the City of Chesterfield at least seven (7) business days in advance of said holiday.

FLOOR AREA, HEIGHT, BUILDING AND PARKING STRUCTURE REQUIREMENTS

1. FLOOR AREA

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

2. HEIGHT

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

3. BUILDING REQUIREMENTS

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

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

- b. Floor Area Ratio: F.A.R. is the gross floor area of all buildings on a lot divided by the total lot area. This square footage does not include any structured or surface parking. Planning Commission may request two (2) calculations: one (1) calculation for those areas above grade and another that includes building area below grade.

This development shall have a maximum Floor Area Ratio (F.A.R.) of (30%).

C. SETBACKS

1. STRUCTURE SETBACKS

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

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

2. PARKING SETBACKS

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

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

D. PARKING AND LOADING REQUIREMENTS

1. Parking and loading spaces for this development shall be as required in the City of Chesterfield Code with the exception of uses, A.1.m, A.1.n, and outdoor sales areas in conjunction with the uses permitted in section A.1.c above which shall be exempt from meeting the minimum parking requirements.

2. CONSTRUCTION PARKING

- a. The streets surrounding this development and any street used for construction access thereto shall be cleaned throughout the day. The developer shall keep the road clear of mud and debris at all times.
- b. Provide adequate off-street stabilized parking area(s) for construction employees and a washdown station for construction vehicles entering and leaving the site in order to eliminate the condition whereby mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.
- c. Construction parking shall not be permitted on public-maintained roadways. Adequate off-street stabilized parking area(s) shall be provided for construction employees.

E. LANDSCAPE AND TREE REQUIREMENTS

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

F. SIGN REQUIREMENTS

1. All signage is subject to review by the City of Chesterfield for compatibility with the existing historic area.
2. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code or a Sign Package may be submitted for the planned district. Sign Packages shall adhere to the City Code and are reviewed and approved by the City of Chesterfield Planning Commission.
3. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the City of Chesterfield, and/or the St. Louis County Department of Highways and Traffic (or MoDOT), for sight distance considerations prior to installation or construction.
4. No temporary, portable, or advertising signs shall be permitted.

G. LIGHT REQUIREMENTS

1. Provide a lighting plan and cut sheet in accordance with the City of Chesterfield Code.
2. Light standards shall not exceed twenty-four (24) feet in height and the location of light standards shall be as approved by the Planning Commission on the appropriate development plan.

3. No on-site illumination source shall be so situated that light is cast directly on adjoining properties or public roadways.
4. Streetlights are required to be added which will be in keeping with the historical character of the area, as approved by the City of Chesterfield.

H. ARCHITECTURAL

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

I. ACCESS/ACCESS MANAGEMENT

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

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Internal streets shall be constructed in accordance with Section 1005.180 of the Subdivision Ordinance of the City of Chesterfield.
2. If street grades in excess of six percent (6%) are desired, steep grade approval must be obtained. In no case shall slopes in excess of twelve percent (12%) be considered. Any request for steep street grades must include justification prepared, signed and sealed by a registered professional engineer and include plans, profiles, boring logs, cross-sections, etc in accordance with the Street Grade Design Policy. The

justification should clearly indicate site conditions and alternatives considered. If steep grades are approved for this site, a disclosure statement shall be provided to all potential buyers and a note indicating that priority snow removal will not be given to this site shall be included on the Site Development Plan and Record Plat.

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

K. TRAFFIC STUDY

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

L. POWER OF REVIEW

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

M. STORM WATER

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or an adequate piped system. The adequacy and condition of the existing downstream system shall be verified and upgraded if necessary.
2. Emergency overflow drainage ways to accommodate runoff from the 100-year storm event shall be provided for all storm sewers, as directed by the City of Chesterfield.
3. Detention/retention, channel protection, and water quality measures are to be provided in each watershed as required by the City of Chesterfield and the Metropolitan St. Louis Sewer District. The storm water management facilities shall be operational prior to paving of any

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

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

N. SANITARY SEWER

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

O. GEOTECHNICAL REPORT

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

P. MISCELLANEOUS

1. All utilities shall be installed underground. The development of this parcel will coordinate the installation of all utilities in conjunction with the construction of any roadway on site.
2. Sleeves for future telecommunication services are required to be installed adjacent and/or parallel to any proposed roadway, or other location as directed by the City of Chesterfield, in order to facilitate

the installation of utilities and telecommunication infrastructure for current and future users.

3. Prior to record plat approval, the developer shall cause, at his expense and prior to the recording of any plat, the reestablishment, restoration or appropriate witnessing of all Corners of the United States Public Land Survey located within, or which define or lie upon, the out boundaries of the subject tract in accordance with the Missouri Minimum Standards relating to the preservation and maintenance of the United States Public Land Survey Corners, as necessary.
4. Prior to final release of subdivision construction deposits, the developer shall provide certification by a registered land surveyor that all monumentation depicted on the record plat has been installed and United States Public Land Survey Corners have not been disturbed during construction activities or that they have been reestablished and the appropriate documents filed with the Missouri Department of Natural Resources Land Survey Program, as necessary.

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

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

III. COMMENCEMENT OF CONSTRUCTION

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

IV. GENERAL CRITERIA

A. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

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

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

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

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

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

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

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

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

Traffic generation assessment contributions shall be deposited with Saint Louis County prior to the issuance of building permits. If development phasing is anticipated, the developer shall provide the traffic generation assessment contribution prior to issuance of building permits for each phase of development.

VI. RECORDING

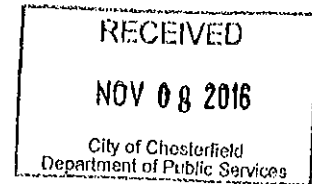
Within 60 days of approval of any development plan by the City of Chesterfield, the approved Plan will be recorded with the St. Louis County Recorder of Deeds. Failure to do so will result in the expiration of approval of said plan and require re-approval of a plan by the Planning Commission.

VII. ENFORCEMENT

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

16635 OLD CHESTERFIELD ROAD

PROJECT NARRATIVE



We are requesting an ordinance for the usage of the vacant adjacent lot next to Chesterfield Antique Mall located at 16635 Old Chesterfield Road. There are no plans of changing or doing any new construction to the property. We respect and appreciate the historical preservation of the property and the area. Most of the homes currently located on Old Chesterfield Rd are already zoned commercial.

Chesterfield Antique Mall is currently entering its second year of operation with great success. We've had steady growth and great feedback from the both the residents of Chesterfield and outside guests as well. The store features many different vendors and craftsman displaying a wide variety of antique, unique, homemade and re-purposed merchandise.

We would like the empty lot outside next to the store to offer something compatible to what we have inside and to compliment the overall theme of the products and services we are offering. With that in mind we are requesting an amendment to allow some or all of the following:

- **Outdoor Sales** – We would like the ability to sell outdoor merchandise. Again we intend to keep the overall theme attempting to offer similar type items to what we are selling on the inside. For example, outdoor furniture, custom made furniture, outdoor emporium type items; such as fountains, statues, garden items, pottery, etc. Hand crafted, vintage, re-purposed items.
- **Farmers Market** – We would like the ability to sponsor a Farmer's Market on weekends during the appropriate seasonal months. Vendors would be the traditional type that you would find in all Farmer's Markets selling homemade, handcrafted, produce, baked goods, etc... And we would only be open during the early hours of 8am – 12pm.
- **Sno Cone Stand** – Although a sno cone stand is an allowable use, we currently do not have a paved parking lot to service would be customers. We are therefore requesting the ability for customers to park on our empty gravel lot.

A handwritten signature in black ink, appearing to read "Edward Struckman". The signature is stylized with a large loop at the end.

Edward Struckman
Owner

BILL NO. 3149

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Passed and approved this _____ day of _____, 2017.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 05/15/2017

Attachment A

Article 03: Zoning Districts and Uses

Sec. 03-06. USE TABLE FOR RESIDENTIAL DISTRICTS

Use Table for Residential Districts

Uses:

P-Permitted

C-Conditional

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

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

Article 03: Zoning Districts and Uses

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

Attachment B

Article 04. Development Requirements and Design Standards

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

BILL NO. 3150

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT FOR THE SUMMIT—TOPGOLF SUBDIVISION, A 22.218 ACRE TRACT OF LAND ZONED "PC" PLANNED COMMERCIAL DISTRICT LOCATED NORTH OF NORTH OUTER 40 ROAD AND EAST OF BOONE'S CROSSING.

WHEREAS, Stock and Associates Consulting Engineers, Inc., on behalf of Topgolf USA, has submitted for review and approval a Record Plat for the Summit—Topgolf subdivision; and,

WHEREAS, the purpose of said Record Plat is to subdivide a 22.218 acre tract of land into three (3) commercial lots; and,

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

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

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

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

Section 1. The Record Plat for the Summit—Topgolf subdivision, which is made part hereof and attached hereto as "Exhibit 1", is hereby approved; provided, however, that nothing in this ordinance shall be construed or interpreted as an acceptance of the public utilities or public easement which are dedicated on the Record Plat. The owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

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

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

Passed and approved this _____ day of _____, 2017.

PRESIDING OFFICER

Bob Nation, MAYOR

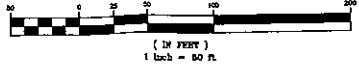
ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 05/15/2017

"SUMMIT - TOPGOLF SUBDIVISION"

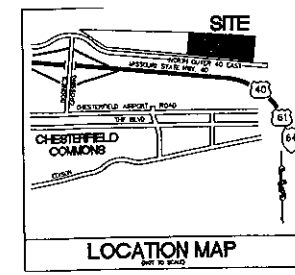
A TRACT OF LAND BEING LOT A AND LOT B OF "VALLEY GATES SUBDIVISION" AS RECORDED IN PLAT BOOK 356, PAGE 688 AND PART OF U.S. SURVEY 2031, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI
THIS PLAT CONTAINS 22.218 AC±
GRAPHIC SCALE



LEGEND	ABBREVIATIONS
BEACH MARK	BL - BUILT BOOK
FOUND IRON ROD	FT - FEET
FOUND IRON PIPE	FM - FOUND
POINT OF WAY MARKER	W/P - WORK OR FORMERLY
SET MONUMENTATION	PR - PLAT BOOK
	PL - PLAT
	P.O.B. - POINT OF BEGINNING
	P.O.C. - POINT OF COMMENCEMENT
	SB - SQUARE
	(B/W) - RIGHT-OF-WAY WIDTH

CITY OF CHESTERFIELD

EXHIBIT 1



ST. LOUIS COUNTY BENCHMARK
ELEVATION 456.86
STANDARD ALUMINUM DISK STAMPED SL-32, 1990.
BENCH IS SET IN BETWEEN THE HWY I-64 NORTH OUTER ROAD AND THE WEST BOUND HWY I-64, 18' SOUTH OF THE CENTERLINE OF THE NORTH BOUND LANE HWY I-64, APPROXIMATELY 0.5 MILES EAST OF THE INTERSECTION OF BOONES CROSSING ROAD AND NORTH OUTER ROAD. (SL-32 WAS RESET FROM UNDERGROUND POSITION. THIS IS A NEW ELEVATION SET IN JULY 2002.) AS SHOWN HEREIN.

STATEMENT OF STATE PLANE COORDINATE TIE:

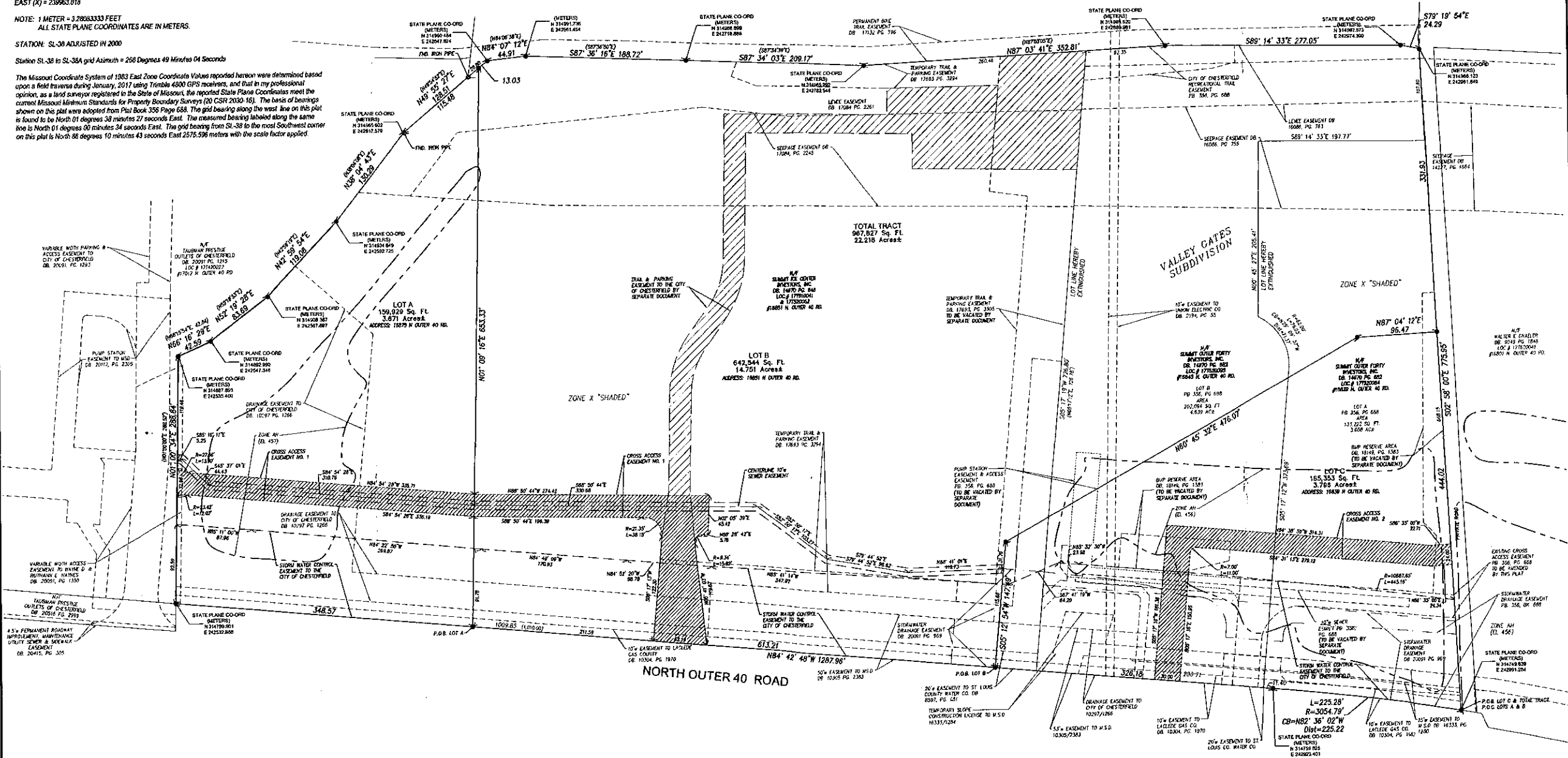
STATION: SL-32
GRID FACTOR = 0.9999175
NORTH (Y) = 314628.250
EAST (X) = 239963.018

NOTE: 1 METER = 3.28083333 FEET
ALL STATE PLANE COORDINATES ARE IN METERS.

STATION: SL-30 ADJUSTED IN 2000

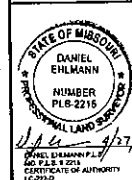
Station SL-30 to SL-35A grid Azimuth = 266 Degrees 49 Minutes 04 Seconds

The Missouri Coordinate System of 1983 East Zone Coordinate Values reported herein were determined based upon a field traverse during January, 2017 using Trimble 4600 GPS receivers, and that in my professional opinion, as a land surveyor registered in the State of Missouri, the reported State Plane Coordinates meet the current Missouri Minimum Standards for Property Boundary Surveys (20 CSR 2030-16). The basis of bearings shown on this plat were adopted from Plat Book 356 Page 688. The grid bearing along the west line on this plat is found to be North 01 degrees 38 minutes 27 seconds East. The measured bearing labeled along the same line is North 01 degrees 38 minutes 27 seconds East. The measured bearing labeled along the same line is North 01 degrees 38 minutes 27 seconds East. The grid bearing from SL-30 to the most Southwest corner on this plat is North 86 degrees 10 minutes 43 seconds East 2575.596 meters with the scale factor applied.



PREPARED FOR
ARCO MURRAY
3110 WOODCREEK DRIVE
DOWNERS GROVE, IL 60515

RECORD PLAT
"SUMMIT - TOPGOLF SUBDIVISION"
16851 NORTH OUTER 40 RD.
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



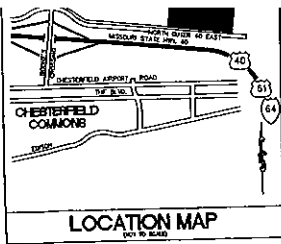
REVISIONS:
1. QUANTITY REVISED PER CLIENT COMMENTS
2. QUANTITY REVISED LOT A & LOT C
3. 04/12/2017 - Revised per City Comments

DATE	BY	REVISION
10/2/17	J.M.E.	216-012
11/1/17	J.M.E.	216-012
11/1/17	J.M.E.	216-012
11/1/17	J.M.E.	216-012
11/1/17	J.M.E.	216-012
11/1/17	J.M.E.	216-012
11/1/17	J.M.E.	216-012
11/1/17	J.M.E.	216-012
11/1/17	J.M.E.	216-012
11/1/17	J.M.E.	216-012

RECORD PLAT
SHEET NO. 1 OF 2

"SUMMIT - TOPGOLF SUBDIVISION"

A TRACT OF LAND BEING LOT A AND LOT B OF "VALLEY GATES SUBDIVISION" AS
RECORDED IN PLAT BOOK 356, PAGE 688 AND PART OF U.S. SURVEY 2031, TOWNSHIP
45 NORTH, RANGE 4 EAST OF THE 6TH PRINCIPAL MERIDIAN
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



287 Chesterfield Business
St. Louis, MO 63005
314.930.1400 FAX 314.930.1401
www.stuckandassociates.com

STUCK & ASSOCIATES
Consulting Engineers, Inc.

OWNER'S CERTIFICATION
We, the undersigned owners of the entire tract of land described in the attached Surveyors Certificate,
have caused the same to be surveyed and subdivided in the manner shown on this plat, which subdivision
shall hereinafter be known as:

"SUMMIT - TOPGOLF SUBDIVISION"

The Town (16) feet wide sewer easement shown on this plat is hereby dedicated to the Metropolitan St. Louis Sewer
District, their successors and assigns as their interests may appear for the purpose of constructing, maintaining
and repairing of sewer or sewers, with the right of temporary use of adjacent ground not occupied by improvements
for the excavation and drainage of materials during installation, repair, or replacement of said sewer or sewers.

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

The area, which for better identification is shown  on this plat is hereby established as a
CROSS-ACCESS EASEMENT No. 1, reserved for the present and future owners of Lot A and B, their respective
successors and assigns, their heirs, sub-tenants, tenants, licensees, and their respective officers, employees, agents,
representatives, invitees, for the non-exclusive right and privilege for ingress and egress by pedestrian,
automobile, passenger vehicles, and trucks. The owners of Lot A and B, agree not to obstruct the foregoing
easement by means of a fence or other barrier, and further, to keep the area open and unobstructed on their property
and said easement shall be perpetual, and further shall run with the real estate.

The area, which for better identification is shown  on this plat is hereby established as a
CROSS-ACCESS EASEMENT No. 2, reserved for the present and future owner of Lot C and the present and
future owners of the adjoining property to the east, their respective successors and assigns, their heirs,
sub-tenants, licensees, and their respective officers, employees, agents, representatives, invitees, for the
non-exclusive right and privilege for ingress and egress by pedestrian, automobile, passenger vehicles, and
trucks to the adjacent private road. The owner of Lot C agrees not to obstruct the foregoing easement by means
of a fence or other barrier, and further, to keep the area open and unobstructed on their property and said easement
shall be perpetual, and further shall run with the real estate.

Permanent and/or semi-permanent monuments will be set, as required to aid in later recovery, within twelve months
of the recording of this subdivision plat, in accordance with 10 CSR 302.020 of the Missouri Department of Natural
Resources, and 4 CSR 30.16.080 of the Missouri Department of Economic Development. In addition, after survey
monuments indicated on this subdivision plat, required by the subdivision ordinance of the City of Chesterfield,
Missouri will be set.

In WITNESS WHEREOF, this party have hereunto set his hand and seal this _____ day of _____, 20____.

SUMMIT ICE CENTER INVESTORS, LLC SUMMIT OUTER FORTY INVESTORS, LLC

By: _____ By: _____

Print Name _____ Print Name _____

Print Title _____ Print Title _____

STATE OF MISSOURI } ss
CITY OF ST. LOUIS }

On this _____ day of _____, before me, _____, a Notary Public in and for said state,
personally appeared _____ of
Summit Ice Center Investors, LLC, known to me to be the person who executed the within instrument in behalf of said
limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

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

Notary Public

My Commission Expires: _____

STATE OF MISSOURI } ss
CITY OF ST. LOUIS }

On this _____ day of _____, before me, _____, a Notary Public in and for said
state, personally appeared _____ of
Summit Outer Forty Investors, LLC, known to me to be the person who executed the within instrument in behalf of said
limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

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

Notary Public

My Commission Expires: _____

The undersigned Owner and Holder of Note, as secured by Deed of Trust recorded in Book 17651, Page 3945 of the St. Louis County
Records, does hereby join in and approve the foregoing Subdivision Plat as shown herein.

In WITNESS WHEREOF, we have hereunto set out hand and official seal this _____ day of _____, 2017.

Business Bank of St. Louis

By: _____

Print Name _____

Print Title _____

STATE OF _____ } ss
COUNTY OF _____ }

On this _____ day of _____, 2017, before me appeared _____, to me personally known,
being by the duly sworn, did say that he is the _____ of Business Bank of St. Louis, known to me to be the person who
executed the within instrument in behalf of said _____ associated same for the purposes therein stated.

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

Notary Public

My Commission Expires: _____

The undersigned Owner and Holder of Note, as secured by Deed of Trust recorded in Book 20090, Page 2987 of the St. Louis
County Records, does hereby join in and approve the foregoing Subdivision Plat as shown herein.

In WITNESS WHEREOF, we have hereunto set out hand and official seal this _____ day of _____, 2017.

First National Bank of St. Louis

By: _____

Print Name _____

Print Title _____

STATE OF _____ } ss
COUNTY OF _____ }

On this _____ day of _____, 2017, before me appeared _____, to me personally
known, being by the duly sworn, did say that he is the _____ of _____, known to me to be the person who executed the within instrument in behalf of said
First National Bank of St. Louis, and acknowledged to me that he executed the same for the purposes
therein stated.

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

Notary Public

My Commission Expires: _____

GENERAL NOTES:

- 1) Subject property is Zoned PC Planned Commercial by ordinance No. 1594 and 2570
- 2) Subject property lies within Flood Zones AH (EL 456.6 - 457) Flood depths of 1 to 3 feet (usually areas of ponding Base
Flood Elevations determined) 8 X Shaded (areas of 0.2% annual chance flood; areas of 1% annual chance flood with an
average depth of less than 1 foot or with discharge areas of less than 1 square mile; and areas protected by levees from
1% annual chance flood) according to the National Flood Insurance Code Map Number 26159C01650 with an effective date
of 02/06/2015. Plotted Graphically
- 3) Basis of Bearings: Valley Gates Subdivision, Plat Book 356, Page 688

SUMMIT ICE CENTER INVESTORS, INC.
06 14870 Plat 648 (Plat description)

A tract of land being part of Lots 5 and 6 of the James Long Exhibit, according to the plat attached to
deed recorded in Book 442 Page 354 of the City of St. Louis (Plat County) Records in U.S. Survey
2031, Township 45 North, Range 4 East, City of Chesterfield, St. Louis County, Missouri and further
described as follows:

Beginning at the intersection of the West line of said Lot 5 with the North right of way of Missouri, State
Highway Route 40 TR Relocated, per Deed Book 6343 Page 688 of the St. Louis County Records, said
point being 191 feet North of the center line of said Highway Thence along the West line of said Lot 5,
North 10°00' East 265.25 feet to a point on the South line of a tract of land conveyed by Wayne D. and
Nathaniel E. Haynes per Deed Book 1954 Page 2041 of the St. Louis County Records; thence along said
South line the following: North 66°15'54" East, 42.84 feet, North 52° 18'53" East, 43.89 feet, North
84°05'38" East 44.91 feet, South 87° 10'50" East, 158.72 feet, South 87°34'30" East, 229.16 feet, North
44°10'50" East, 294.46 feet to a point thence bearing said South line, South 5°17'12" West,
726.30 feet (726.78 feet record) to a point on the North line of Highway 40 TR, as aforementioned, said
point being 190 feet North of the centerline of said Highway; thence along said North line, North
64°42'48" West, 1,010.00 feet to the point of beginning.

VALLEY GATES SUBDIVISION
(Plat 356, PG 688)

Lot A

A tract of land being Lot A of Valley Gates Subdivision, a subdivision according to the plat thereof as
recorded in Plat Book 356, Page 688 of the St. Louis County Records, a part of U.S. Survey 2031,
Township 45 North, Range 4 East of the 6th Principal Meridian, City of Chesterfield, St. Louis County,
Missouri, being more particularly described as follows:

Beginning at the southeast corner of above said Valley Gates Subdivision, said point also being located
on the north right-of-way line of North Outer 40 Road, variable width, said point also being located on a
curve to the left having a radius of 3054.79 feet, thence along said right-of-way line the following courses
and distances: along said curve with an arc length of 225.26 feet and a chord which bears North 82
degrees 36 minutes 02 seconds West, 225.22 feet to a point of tangency and North 84 degrees 43
minutes 48 seconds West, 11.43 feet to the southwest corner thereof; thence along the line between said
Lot A and Lot B of Valley Gates Subdivision the following courses and distances: North 05 degrees 17
minutes 10 seconds East, 573.69 feet to the beginning of a curve to the left having a radius of 62 00
feet, along said curve with an arc length of 78.05 feet and a chord which bears North 29 degrees 09
minutes 57 seconds West, 71.37 feet, North 00 degrees 45 minutes 37 seconds East, 205.41 feet and South 79
degrees 48 minutes 14 minutes 33 seconds East, 197.77 feet to the east line of said Valley Gates
Subdivision, thence along said east line, South 02 degrees 58 minutes 00 seconds East, 668.15 feet to
the Point of Beginning, containing 133,222 square feet or 3.058 acres more or less.

Lot B

A tract of land being Lot B of Valley Gates Subdivision, a subdivision according to the plat thereof as
recorded in Plat Book 356, Page 688 of the St. Louis County Records, a part of U.S. Survey 2031,
Township 45 North, Range 4 East of the 6th Principal Meridian, City of Chesterfield, St. Louis County,
Missouri, being more particularly described as follows:

Commencing at the southwest corner of above said Valley Gates Subdivision, said point also being
located on the north right-of-way line of North Outer 40 Road, variable width, said point also being
located on a curve to the left having a radius of 3054.79 feet, thence along said right-of-way line the
following courses and distances: along said curve with an arc length of 225.26 feet and a chord which
bears North 82 degrees 36 minutes 02 seconds West, 225.22 feet to a point of tangency and North 84
degrees 42 minutes 48 seconds West, 11.43 feet to the POINT OF BEGINNING of above said Lot B;
thence continuing along said right-of-way line, North 84 degrees 42 minutes 48 seconds West, 266.71
feet to the southwest corner thereof; thence along the west line of said Lot B, North 05 degrees 17
minutes 10 seconds East, 573.69 feet, North 00 degrees 45 minutes 37 seconds East, 205.41 feet and South 79
degrees 48 minutes 14 minutes 33 seconds East, 197.77 feet to the east line of said Lot B, thence along the
degrees 19 minutes 54 seconds East, 24.79 feet to the northeast corner of said Lot B, thence along the
west line of said Lot C, South 02 degrees 58 minutes 00 seconds East, 107.80 feet to the northeast
corner of Lot A of Valley Gates Subdivision, thence along the common line between Lot A and B the
following courses and distances: North 89 degrees 14 minutes 33 seconds West, 197.77 feet, South 02
degrees 45 minutes 27 seconds West, 206.41 feet to the beginning of a curve to the right having a
radius of 62 00 feet, along said curve with an arc length of 78.05 feet, and a chord which bears South 29
degrees 09 minutes 57 seconds East, 71.37 feet and South 05 degrees 17 minutes 10 seconds West,
212.09 feet to the Point of Beginning, containing 202,094 square feet or 4.639 acres more or less.

This is to certify that this "Summit - Topgolf Subdivision" was approved by the City Council of the City of
Chesterfield by Ordinance No. _____, 2017, and hereby authorized the
recording of this plat with the Office of the St. Louis County Recorder of Deeds.

By: _____
Notary Public

By: _____
Notary Public

LOT A

A tract of land being part of a larger tract as conveyed to Summit Ice Center Investors, Inc. by instrument recorded
in Book 14870, Page 648 of the St. Louis County Records, located in U.S. Survey 2031, Township 45 North, Range
4 East of the 6th Principal Meridian, City of Chesterfield, St. Louis County, Missouri, being more particularly
described as follows:

Beginning at the intersection of the West line of said Lot 5 with the North right of way of Missouri, State
Highway Route 40 TR Relocated, per Deed Book 6343 Page 688 of the St. Louis County Records, said
point being 191 feet North of the center line of said Highway Thence along the West line of said Lot 5,
North 10°00' East 265.25 feet to a point on the South line of a tract of land conveyed by Wayne D. and
Nathaniel E. Haynes per Deed Book 1954 Page 2041 of the St. Louis County Records; thence along said
South line the following: North 66°15'54" East, 42.84 feet, North 52° 18'53" East, 43.89 feet, North
84°05'38" East 44.91 feet, South 87° 10'50" East, 158.72 feet, South 87°34'30" East, 229.16 feet, North
44°10'50" East, 294.46 feet to a point thence bearing said South line, South 5°17'12" West,
726.30 feet (726.78 feet record) to a point on the North line of Highway 40 TR, as aforementioned, said
point being 190 feet North of the centerline of said Highway; thence along said North line, North
64°42'48" West, 1,010.00 feet to the point of beginning.

LOT B

A tract of land being part of Lots A and B Valley Gates Subdivision, a subdivision according to the plat thereof as
recorded in Plat Book 356, Page 688 and part of a tract land as conveyed to Summit Ice Center Investors, Inc. by
instrument recorded in Book 14870, Page 648 of the St. Louis County Records, located in U.S. Survey 2031,
Township 45 North, Range 4 East of the 6th Principal Meridian, City of Chesterfield, St. Louis County, Missouri,
being more particularly described as follows:

Beginning at the intersection of the West line of said Lot 5 with the North right of way of Missouri, State
Highway Route 40 TR Relocated, per Deed Book 6343 Page 688 of the St. Louis County Records, said
point being 191 feet North of the center line of said Highway Thence along the West line of said Lot 5,
North 10°00' East 265.25 feet to a point on the South line of a tract of land conveyed by Wayne D. and
Nathaniel E. Haynes per Deed Book 1954 Page 2041 of the St. Louis County Records; thence along said
South line the following: North 66°15'54" East, 42.84 feet, North 52° 18'53" East, 43.89 feet, North
84°05'38" East 44.91 feet, South 87° 10'50" East, 158.72 feet, South 87°34'30" East, 229.16 feet, North
44°10'50" East, 294.46 feet to a point thence bearing said South line, South 5°17'12" West,
726.30 feet (726.78 feet record) to a point on the North line of Highway 40 TR, as aforementioned, said
point being 190 feet North of the centerline of said Highway; thence along said North line, North
64°42'48" West, 1,010.00 feet to the point of beginning.

LOT C

A tract of land being part of Lots A and B Valley Gates Subdivision, a subdivision according to the plat thereof as
recorded in Plat Book 356, Page 688 and part of a tract land as conveyed to Summit Ice Center Investors, Inc. by
instrument recorded in Book 14870, Page 648 of the St. Louis County Records, located in U.S. Survey 2031,
Township 45 North, Range 4 East of the 6th Principal Meridian, City of Chesterfield, St. Louis County, Missouri,
being more particularly described as follows:

Beginning at the southeast corner of above said Valley Gates Subdivision, said point also being located on the
north right-of-way line of North Outer 40 Road, variable width, said point also being located on a curve to the left
having a radius of 3054.79 feet, thence along said right-of-way line the following courses and distances: along
said curve with an arc length of 225.26 feet and a chord which bears North 82 degrees 36 minutes 02 seconds West,
225.22 feet to a point of tangency and North 84 degrees 42 minutes 48 seconds West, 11.43 feet, North 05
degrees 17 minutes 10 seconds East, 573.69 feet to the beginning of a curve to the left having a radius of 62 00
feet, along said curve with an arc length of 78.05 feet and a chord which bears North 29 degrees 09
minutes 57 seconds West, 71.37 feet, North 00 degrees 45 minutes 37 seconds East, 205.41 feet and South 79
degrees 48 minutes 14 minutes 33 seconds East, 197.77 feet to the east line of said Valley Gates
Subdivision, thence along said east line, South 02 degrees 58 minutes 00 seconds East, 668.15 feet to
the Point of Beginning, containing 133,222 square feet or 3.058 acres more or less.

TOTAL TRACT

A tract of land being all of Valley Gates Subdivision, a subdivision according to the plat thereof as recorded in
Plat Book 356, Page 688 of the St. Louis County Records, a part of U.S. Survey 2031, Township 45 North, Range
4 East of the 6th Principal Meridian, City of Chesterfield, St. Louis County, Missouri, being more particularly
described as follows:

Beginning at the southeast corner of above said Valley Gates Subdivision, said point also being located on the
north right-of-way line of North Outer 40 Road, variable width, said point also being located on a curve to the left
having a radius of 3054.79 feet, thence along said right-of-way line the following courses and distances: along
said curve with an arc length of 225.26 feet and a chord which bears North 82 degrees 36 minutes 02 seconds West,
225.22 feet to a point of tangency and North 84 degrees 42 minutes 48 seconds West, 11.43 feet, North 05
degrees 17 minutes 10 seconds East, 573.69 feet to the beginning of a curve to the left having a radius of 62 00
feet, along said curve with an arc length of 78.05 feet and a chord which bears North 29 degrees 09
minutes 57 seconds West, 71.37 feet, North 00 degrees 45 minutes 37 seconds East, 205.41 feet and South 79
degrees 48 minutes 14 minutes 33 seconds East, 197.77 feet to the east line of said Valley Gates
Subdivision, thence along said east line, South 02 degrees 58 minutes 00 seconds East, 668.15 feet to
the Point of Beginning, containing 133,222 square feet or 3.058 acres more or less.

SURVEYOR'S CERTIFICATION

This is to certify that Stock and Associates Consulting Engineers, Inc. has, during January, 2017, by order of and the use of the Summit Ice
Center Investors, LLC & Summit Outer Forty Investors, LLC, measured a Property Boundary Survey and prepared a Subdivision Plat of a Valley Gates
Subdivision, a subdivision according to the plat thereof as recorded in Plat Book 356, Page 688 of the St. Louis County Records, a
part of U.S. Survey 2031, Township 45 North, Range 4 East of the 6th Principal Meridian, City of Chesterfield, St. Louis County,
Missouri, and the results of said survey and Boundary Adjustment Plat as shown herein. We further certify that said survey meets or
exceeds the current minimum standards for Property Boundary Surveys for "Class Urban Property" as defined in Chapter 16, Land Surveying 20
CSR 200.16 of the Missouri Minimum Standards for Property Boundary Surveys, and adopted by the Missouri Board of Architects, Professional
Engineers, and Professional Land Surveyors.

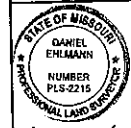
STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.
16, No. 6204
By: _____
Date: _____, Missouri PLS 2015

PREPARED BY:

"SUMMIT - TOPGOLF SUBDIVISION"

RECORD PLAT

16851 NORTH OUTER 40 RD.
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



By: _____
Notary Public

REVISIONS:
1. COUNTY REVISED PER
CLERK COMMENTS
2. DRAFT REVISED LOT A &
LOT C
3. DRAFT REVISED PER CITY
COMMENTS

DRAWN BY: _____
CHECKED BY: _____
DATE: _____
SCALE: _____
ELECT. SEAL: _____
NOTARY SEAL: _____

RECORD PLAT
SHEET NO. 2 OF 2

PREPARED FOR:
ARCO MURRAY
3110 WOODCREEK DRIVE
DOWNERS GROVE, IL 60515