



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, March 21, 2016
6:30PM**

- 1. Appointments – Mayor Bob Nation**
 - A. Bill # 3070 – Appointment of City Attorney – Mayor Bob Nation**

- 2. Finance And Administration Committee – Chairperson Barry Flachsbart, Ward I**
 - A. Request to HOLD, Bill #'s 3076, 3077 and 3078 until the May 2 City Council meeting.**
 - B. Bill No. 3080 – Authorizes Refunding of Existing Debt (FIRST AND SECOND READINGS)**
 - C. Next meeting - Monday, March 28, 2016 (5:30pm) (tentative)**

- 3. Planning and Public Works Committee – Chairperson Connie Fults, Ward IV**
 - A. Recommendation to approve a SITE DEVELOPMENT PLAN - Four Seasons Plaza, Lot 2 (Panera) (VOICE VOTE)**
 - B. Bill No. 3079 – Restricts Parking on River Valley Dr. (FIRST READING)**
 - C. Bill No. 3081 - Authorizes Execution of Road Relinquishment Agreements with MoDOT (FIRST READING)**
 - D. Bill No. 3075 - P.Z. 13-2015, Chesterfield Valley Square (Burgundy Arrow, LLC) (FIRST READING)**
 - E. Next meeting - Thursday, 3/24/16 (5:30pm)**

- 4. Report from the City Administrator – Michael G. Herring**
 - A. Resolution No. 420 – Approves Annual Contract with Stages – St. Louis/St. Louis Civic Orchestra**

B. Bid Results – River Valley Drive Closure

C. Bid Results – Slab Replacement Project "C" - Broadmoor Condos Neighborhood Improvement District (NID)

D.

5. New Business –Mayor Bob Nation

A.

6. Adjourn –

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

Notice is hereby given that the City Council may also hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: legal actions, causes of action, litigation or privileged communications between the City's representatives and its attorneys (RSMo 610.021(1) 1994; lease, purchase or sale of real estate (RSMo 610.021(2) 1994; hiring, firing, disciplining or promoting employees within employee groups (RSMo 610.021(3) 1994; bidding specification (RSMo 610.021(11) 1994; and/or proprietary technological materials (RSMo 610.021(15) 1994.



AGENDA
CHESTERFIELD CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, March 21, 2016
7:00PM

- I. CALL TO ORDER – Mayor Bob Nation**
- II. PLEDGE OF ALLEGIANCE – Mayor Bob Nation**
- III. MOMENT OF SILENT PRAYER – Mayor Bob Nation**
- IV. ROLL CALL –City Clerk Vickie Hass**
- V. APPROVAL OF MINUTES – Mayor Bob Nation**
 - A. City Council Meeting Minutes – March 7, 2016**
- VI. COMMUNICATIONS AND PETITIONS – Mayor Bob Nation**
- VII. INTRODUCTORY REMARKS/PRESENTATIONS – Mayor Bob Nation**
 - A. Tuesday, April 5 - City Election**
 - B. Missouri Registered City Clerk Certification – Presented to City Clerk Vickie Hass by Vitula Skillman, City Clerk of Wentzville**
 - C. Proclamation – Sharanya Kumar Day**
 - D. Proclamation - Citizen Of The Year: Presented to Mr. Tom Owen from Ward 2**

VIII. APPOINTMENTS – Mayor Bob Nation

- A. Appointment of City Attorney (See Bill No. 3070)**

IX. COUNCIL COMMITTEE REPORTS

A. Finance And Administration Committee – Chairperson Barry Flachsbart, Ward I

1. Request to HOLD, **Bill #'s 3076, 3077 and 3078** until the May 2 City Council meeting.
2. **Bill No. 3080 – Authorizes Refunding of Existing Debt (FIRST AND SECOND READINGS)**
3. **Next meeting:** March 28, 2016 (5:30pm)

B. Planning and Public Works Committee – Chairperson Connie Fults, Ward IV

1. Recommendation to approve a **SITE DEVELOPMENT PLAN** - Four Seasons Plaza, Lot 2 (Panera) (**VOICE VOTE**)
2. **Bill No. 3079 – Restricts Parking on River Valley Dr. (FIRST READING)**
3. **Bill No. 3081 - Authorizes Execution of Road Relinquishment Agreements with MoDOT (FIRST READING)**
4. **Bill No. 3075 - P.Z. 13-2015, Chesterfield Valley Square (Burgundy Arrow, LLC) (FIRST READING)**
5. **Next meeting - Thursday, 3/24/16 (5:30pm)**

X. REPORT FROM THE CITY ADMINISTRATOR – Michael G. Herring

- A. Resolution No. 420 – Approves Annual Contract With Stages – St. Louis/St. Louis Civic Orchestra**
- B. Bid Results – River Valley Drive Closure**
- C. Bid Results – Slab Replacement Project "C" - Broadmoor Condos Neighborhood Improvement District (NID)**
- D.**

XI. OLD BUSINESS – Mayor Bob Nation

XII. NEW BUSINESS – Mayor Bob Nation

XIII. LEGISLATION

- A. BILL NO. 3070 – APPOINTS THE CITY ATTORNEY AND AUTHORIZES THE MAYOR TO EXECUTE A CONTRACT FOR LEGAL SERVICES (FIRST READING)**
- B. BILL NO. 3076 - REPEALS ORDINANCE NO. 6, RELATING TO THE APPOINTMENT OF OFFICERS OF THE CITY AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, ADDING THE OFFICE OF CITY PROSECUTOR AND PERMITTING THE APPOINTMENT OF SPECIAL COUNSEL FOR THE CITY (FIRST READING; F&A COMMITTEE RECOMMENDS APPROVAL)**
- C. BILL NO. 3077 - REPEALS ORDINANCE NO. 17, RELATING TO THE LAW DEPARTMENT OF THE CITY AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, INCLUDING PROVISIONS ESTABLISHING THE QUALIFICATIONS FOR THE OFFICES OF CITY ATTORNEY AND CITY PROSECUTOR AND SPECIFYING THEIR FUNCTIONS (FIRST READING; F&A COMMITTEE RECOMMENDS APPROVAL)**
- D. BILL NO. 3078 - REPEALS ORDINANCE NO. 93, RELATING TO THE MUNICIPAL COURT OF THE CITY OF CHESTERFIELD AND ENACTING PROVISIONS ESTABLISHING THE QUALIFICATIONS OF THE OFFICE OF MUNICIPAL JUDGE (FIRST READING; F&A COMMITTEE RECOMMENDS APPROVAL)**
- E. BILL NO. 3079 - AMENDS SCHEDULE IX, PARKING RESTRICTIONS, OF SECTION 300 OF THE CITY OF CHESTERFIELD CODE OF ORDINANCES BY ADDING PROVISIONS THERETO TO RESTRICT PARKING ON RIVER VALLEY DRIVE (FIRST READING; PLANNING/PUBLIC WORKS COMMITTEE)**
- F. BILL NO. 3080 - AUTHORIZES THE CITY OF CHESTERFIELD, MISSOURI, TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF REFUNDING A PORTION OF THE OUTSTANDING CERTIFICATES OF PARTICIPATION (CITY OF CHESTERFIELD, MISSOURI, LESSEE) SERIES 2008; AND AUTHORIZES THE EXECUTION OF CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH (FIRST AND SECOND READINGS; FINANCE/ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)**
- G. BILL NO. 3081 - AUTHORIZES THE CITY ADMINISTRATOR TO EXECUTE ROAD RELINQUISHMENT AGREEMENTS WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR PORTIONS OF TOREADOR DRIVE AND ELBRIDGE PAYNE ROAD (FIRST READING; PLANNING/PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**

XIV. LEGISLATION – PLANNING COMMISSION

- A. BILL NO. 3075 - AMENDS THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF A "PI" PLANNED INDUSTRIAL DISTRICT TO A "PC" PLANNED COMMERCIAL DISTRICT FOR A 6.07 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF CHESTERFIELD AIRPORT ROAD WEST OF ITS INTERSECTION WITH PUBLIC WORKS DRIVE (P.Z. 13-2015, CHESTERFIELD VALLEY SQUARE (BURGUNDY ARROW, LLC) (17U230320) (FIRST 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.

Notice is hereby given that the City Council may also hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: legal actions, causes of action, litigation or privileged communications between the City's representatives and its attorneys (RSMo 610.021(1) 1994; lease, purchase or sale of real estate (RSMo 610.021(2) 1994; hiring, firing, disciplining or promoting employees with employee groups (RSMo 610.021(3) 1994; bidding specification (RSMo 610.021(11) 1994; and/or proprietary technological materials (RSMo 610.021(15) 1994.

AGENDA REVIEW – Monday, March 21 – 6:30PM

An AGENDA REVIEW meeting has been scheduled to start at **6:30pm**, on **Monday, March 21, 2016**. 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

MARCH 7, 2016

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 Bridget Nations
Councilmember G. Elliot Grissom
Councilmember Mike Casey
Councilmember Dan Hurt
Councilmember Bruce DeGroot
Councilmember Connie Fults

APPROVAL OF MINUTES

The minutes of the February 17, 2016 City Council meeting were submitted for approval. Councilmember Nations made a motion, seconded by Councilmember Flachsbart, to approve the City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

Mayor Nation recognized various candidates for office in attendance, and thanked them for their willingness to serve.

Mayor Nation announced that the next meeting of City Council has been scheduled for Monday, March 21, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Mr. Jeff Chapple, 328 Marmont Court, spoke in opposition to Bill No's. 3077 and 3078 (Amends Previously Adopted Ordinances re: Prosecuting Attorney and Municipal Judge).

Former Councilmember Mary Brown, 62 Chesterfield Lakes Road, expressed her appreciation for Mr. Herring's years of excellent service to the City of Chesterfield.

Former Councilmember Derek Grier, 2271 Baxter Road, encouraged Council to approve payment of the invoice for legal services from Kevin O'Keefe. He also encouraged Council to proceed with appointing a new City Administrator without further delay. Mr. Grier then officially introduced himself as a candidate for State Representative in Missouri's 100th District.

Senator Jane Cunningham, 1602 Timberlake Manor Parkway, expressed her thanks to Representative Sue Allen for assisting with evaluating the City's ordinances to determine that they comply with state law. Ms. Cunningham then expressed her appreciation to Councilmember Flachsbart, Chairperson of the Finance & Administration Committee, for working to insure transparency on the City's website and for continuing to make sure that ordinances adopted by the City Council are, in fact, fully-reflected within the codified version of same.

APPOINTMENTS

Mayor Nation stated that he does not anticipate a motion for Bill No. 3070 (Appointment of City Attorney). However, it will come up under the "Legislation" portion of the agenda if the Council should decide to act on it.

Mayor Nation stated he would like to reserve the right to re-institute Resolution No. 419 (Authorizes Mayor to Hire Special Legal Counsel [\$1600] re: Bill No's. 3073/3074) into the "Old Business" portion of the agenda, should the need arise.

COUNCIL COMMITTEE REPORTS

Finance and Administration Committee

Councilmember Barry Flachsbart, Chairperson of the Finance and Administration Committee, announced that the Committee voted unanimously to support Staff's

recommendation to proceed with refunding debt from 2008 Certificates of Participation, saving a projected \$300,000 over the remaining life of the debt. It is anticipated that ordinances to accomplish this refunding will be included on the March 21 City Council AGENDA and will be scheduled for both first and second reading approval, at that time.

Councilmember Flachsbart made a motion, seconded by Councilmember McGuinness, to hold Bill No's. 3076, 3077 and 3078 (Amends Previously-Adopted Ordinances re: City Attorney, Prosecuting Attorney and Municipal Judge) until the next City Council meeting. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Councilmember Flachsbart noted that he has asked Chesterfield's Municipal Judge and Prosecuting Attorney to review these proposed ordinances and that, pending their review, he may ask that these proposed ordinances be held for an additional amount of time.

Councilmember Flachsbart announced that the next meeting of this Committee has been scheduled for Monday, March 28, at 5:30 p.m.

Planning/Public Works Committee

Councilmember Connie Fults, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember DeGroot, to approve Public Works Policy #5 (Street Trees) and the Emerald Ash Borer Plan modifications with a transfer of \$43,000 from General Fund - Fund Reserves. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Fults made a motion, seconded by Councilmember DeGroot, to hold Bill No. 3075 (P.Z. 13-2015, Chesterfield Valley Square [Burgundy Arrow LLC]) until the next City Council meeting, at the request of the petitioner. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Fults reported that Bill No. 3071 (P.Z. 12-2015, Warwick on White Road [1050 and 1060 White Road]) will be considered for adoption under the "Legislation – Planning Commission" portion of the agenda.

Councilmember Fults reported that Bill No. 3072 (Authorizes Execution of License Agreement with MoDOT re: Chesterfield Parkway Pedestrian Bridge) will be considered for adoption under the "Legislation" portion of the agenda.

Councilmember Fults announced that the next meeting of this Committee has been scheduled for Thursday, March 10, at 5:30 p.m.

Committee-of-the-Whole

President Pro Tem Connie Fults reported that no action will be taken pertaining to Bill No. 3073 (Amends City Ordinances to Authorize City Council to Establish and Fill the Position of "City Administrator Pro Tem") or Bill No. 3074 (Appoints a "City

Administrator Pro Tem”; Establishes Compensation for Said Position; Authorizes Execution of Employment Agreement).

Councilmember McGuinness made a motion, seconded by Councilmember DeGroot, to remove Bill No. 3073 (Amends City Ordinances to Authorize City Council to Establish and Fill the Position of “City Administrator Pro Tem”) and Bill No. 3074 (Appoints a “City Administrator Pro Tem”; Establishes Compensation for Said Position, Authorizes Execution of Employment Agreement) from the agenda. A voice vote was taken with an affirmative result (Councilmember Casey voted “No”) and the motion was declared passed.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Herring reported that Staff is recommending award of a contract for the purchase of a Fraise Mower for use in field maintenance operations at the Chesterfield Valley Athletic Complex. Based upon review of information provided by Parks, Recreation and Arts Director Tom McCarthy, and with the endorsement of Director of Public Services Mike Geisel, Mr. Herring joined with them in recommending award of a contract to Commercial Turf and Tractor for the purchase of a Fraise Mower, for \$33,060, which is \$5,940 below the budgeted amount. Councilmember Flachsbart made a motion, seconded by Councilmember DeGroot, to approve this recommendation. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mr. Herring next reported that Staff is recommending award of a contract for Selective Slab Replacement, citywide, as identified as Project “A”. Based upon review of information provided by Public Works Director/City Engineer Jim Eckrich, Mr. Herring joined with him in recommending award of a contract to Amcon Municipal Concrete in an amount not to exceed \$1,442,116. Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, to approve this recommendation. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mr. Herring next reported that Staff is recommending award of a contract for Selective Slab Replacement, citywide, as identified as Project “B”. Based upon review of information provided by Public Works Director/City Engineer Jim Eckrich, Mr. Herring joined with him in recommending award of a contract to J.M. Marschuetz Construction Company in an amount not to exceed \$1,127,270. Councilmember Flachsbart made a motion, seconded by Councilmember Hurt, to approve this recommendation. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Mr. Herring noted that the total amount for both projects was slightly over budget, but that sufficient funds exist within the Capital Improvement Sales Tax Fund to cover this total expense. He noted that it has long been City Council’s policy to spend all available dollars, within this Fund, on an annual basis.

City Administrator Mike Herring reported that in support of Capital Improvement projects planned for 2016, Staff is recommending award of a contract for construction

testing/inspection services. Based upon review of information provided by Public Works Director/City Engineer Jim Eckrich, Mr. Herring joined with him in recommending award of a contract to Geotechnology, Inc. in an amount not to exceed \$105,000, which is slightly below budget. Councilmember Flachsbart made a motion, seconded by Councilmember Hurt, to approve this recommendation. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

OLD BUSINESS

Mayor Nation stated that Council has been discussing the topic of the Invoice for Legal Services (Kevin O'Keefe) in Executive Session, but they have not completed their discussion, so they will re-convene into Executive Session at the close of the City Council meeting.

Discussion ensued regarding why this topic is not being discussed in open session at this time, and it was determined that once discussion is concluded and a vote is taken in Executive Session, the results will become public.

NEW BUSINESS

There was no new business.

LEGISLATION

BILL NO. 3072 AUTHORIZES THE CITY ADMINISTRATOR TO EXECUTE A LICENSE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION OF THE CHESTERFIELD PARKWAY PEDESTRIAN BRIDGE OVER INTERSTATE 64 (**SECOND READING; PLANNING/PUBLIC WORKS COMMITTEE**)

Councilmember Fults made a motion, seconded by Councilmember Flachsbart, for the second reading of Bill No. 3072. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3072 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3072 with the following results: Ayes – Casey, Fults, McGuinness, Hurt, Flachsbart, Nations, Grissom and DeGroot. Nays – None. Whereupon Mayor Nation declared Bill No. 3072 approved, passed it and it became **ORDINANCE NO. 2886**.

LEGISLATION – PLANNING COMMISSION

BILL NO. 3071 AMENDS THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN “NU” NON-URBAN DISTRICT TO AN “R-2” RESIDENTIAL DISTRICT, FOR AN 8.31 ACRE TRACT OF LAND, LOCATED SOUTHEAST OF THE INTERSECTION OF WHITE ROAD AND

**GREENTRAILS DRIVE (SECOND READING; PLANNING
COMMISSION RECOMMENDS APPROVAL)**

Councilmember Fults made a motion, seconded by Councilmember DeGroot, for the second reading of Bill No. 3071. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3071 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3071 with the following results: Ayes – Casey, McGuinness, Grissom, Nations, Hurt, DeGroot, Flachsbart and Fults. Nays – None. Whereupon Mayor Nation declared Bill No. 3071 approved, passed it and it became **ORDINANCE NO. 2887**.

ADJOURNMENT

Mayor Nation entertained a motion to reconvene into Executive Session. Councilmember Flachsbart made a motion, seconded by Councilmember Nations, to go into closed session, pursuant to RSMo 610.021(1) for the purpose of allowing for confidential communication among the City Attorney and the City's elected officials, regarding litigation and other matters. A roll call vote was taken with the following results: Ayes – Nations, Fults, Hurt, Casey, DeGroot, Flachsbart, Grissom and McGuinness. Nays – None. Whereupon Mayor Nation declared the motion passed.

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

Mayor Bob Nation

ATTEST:

Vickie J. Hass, City Clerk

UPCOMING MEETINGS/EVENTS

Thursday, March 24	Planning & Public Works Committee (5:30pm)
Monday, March 28	F&A Committee (5:30pm)
Monday, March 28	Planning Commission (7pm)
Thursday, March 31	City Administrator's last day of employment
Tuesday, April 5	City Election
Wednesday, April 20	Next City Council meeting (7pm)

PRESENTATIONS

At Monday's meeting, the following presentations will take place:

1. **MISSOURI REGISTERED CITY CLERK CERTIFICATION** – presented to **City Clerk Vickie Hass** by Vitula Skillman, City Clerk of Wentzville
2. **PROCLAMATION – SHARANYA KUMAR DAY**
3. **PROCLAMATION - CITIZEN OF THE YEAR:** Presented to Mr. Tom Owen from Ward 2

[NOTE: A reception will take place, in the Multi-Purpose Room following this presentation. The Mayor and City Councilmembers are all invited to join the celebration, immediately following the City Council meeting.]

If you have any questions, please let me know PRIOR to Monday's meeting.



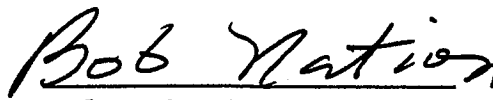
PROCLAMATION

- WHEREAS,** *Sharanya Kumar is a senior at Parkway Central High School and a resident of Chesterfield, MO; and,*
- WHEREAS,** *Ms. Kumar is one of the rare students to register a perfect score, 2,400, on her SAT test; and,*
- WHEREAS,** *Only 504 of the approximately 1.7 million students from the Class of 2015 who took the test scored perfectly, and she is one of only two students in Missouri to do so; and,*
- WHEREAS,** *Ms. Kumar was named last year as a National Merit Semifinalist and is a four-year veteran of the school's tennis team; and,*
- WHEREAS,** *Ms. Kumar is undecided about her major, though she has told Parkway administrators she is leaning towards either bio-engineering or computer science, with an interest in later attending medical school.*

NOW, THEREFORE, I, BOB NATION, MAYOR OF THE CITY OF CHESTERFIELD, DO HEREBY PROCLAIM, MONDAY, MARCH 21 AS

SHARANYA KUMAR DAY IN THE CITY OF CHESTERFIELD

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND CAUSED THE OFFICIAL SEAL OF THE CITY OF CHESTERFIELD TO BE AFFIXED THIS 21ST DAY OF MARCH, 2016.


Bob Nation, Mayor

ATTEST:

Vickie Hass, City Clerk

Michael Herring

From: City of Chesterfield <City_of_Chesterfield@mail.vresp.com>
Sent: Friday, March 04, 2016 1:46 PM
To: Michael Herring
Subject: Chesterfield City Council to recognize the 2015 Citizen of the Year

Hi Mike

Chesterfield City Council to recognize the 2015 Citizen of the Year

The Chesterfield Mayor and City Council will recognize Tom Owen as the 2015 Citizen of the Year at the March 21 City Council meeting at 7 p.m. Supporters are encouraged to attend to share in the recognition of this community leader. Citizen of the Year recipients are recognized for their benefit to the City of Chesterfield through volunteerism, working on community projects, and overall civic contributions to the community. A Citizens Selection Committee comprised of citizen committee and community volunteers presented their recommendation to the City Council following their review of several nominations.

Mr. Owen was nominated by Daniel Koschoff who acknowledged his many years of dedication to developing young leaders through Boy Scouting. Mr. Owen has been a Scoutmaster of Troop 597 for 16 years, a role in which most only serve for three. He has helped over 35 young men to earn the highest rank in scouting of Eagle Scout. Only three in one hundred boys who enter scouting ever achieve this rank. "The Eagle Scouts Tom has mentored and continues to inspire, have grown up to be teachers, seminarians, and business leaders," said Mr. Koschoff. "Because of this, Tom has not only affected the lives of these young men, but also the lives these young men impact." Many have returned to scouting to become adult leaders for the next generation.

Due to the requirement of the Boy Scouts to learn about the importance citizenship and actively participate in their communities, Mr. Owen has involved them in countless service projects in the community, including Chesterfield Earth Day Recycling events, clean up events at Faust Park and along area roadways, singing carols to residents of Delmar Gardens and many other volunteering events.

Mr. Owen has lived in Chesterfield since 1996 and served as a trustee in the Baxter Lakes Subdivision from 2002-2011. He and his wife have three children and are members of Ascension Parish, the chartering organization for Boy Scout Troop 597.

A reception in the Multi-Purpose Room at Chesterfield City Hall will follow the presentation at the City Council meeting.

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Proclamation

City of Chesterfield, Missouri

Whereas: *Tom Owen is recognized as Chesterfield's 2015 Citizen of the Year. He is a 20-year resident of Chesterfield and is acknowledged for his many years of dedication to developing young leaders through Boy Scouting. Mr. Owen has been a Scoutmaster of Troop 597 for 16 years, a role in which most only serve for three, and;*

WHEREAS, *He has helped over 35 young men to earn the Eagle Scout ranking, the highest achievement in Scouting, for which only three in one hundred boys who enter scouting ever achieve this rank; and,*

WHEREAS, *Tom has mentored and inspired numerous men who have grown up to be teachers, seminarians, and business leaders, and who are now impacting other young men in the next generation, and;*

WHEREAS, *Imparting the importance citizenship and actively participating in their communities, Tom has involved the Boy Scouts in countless service projects in the community, including Chesterfield Earth Day and recycling events, clean up events at Faust Park and along area roadways, singing carols to residents of Delmar Gardens and many other volunteering events, and;*

WHEREAS. *Tom has also served as a trustee of the Baxter Lakes Subdivision in Ward 2. He*

APPOINTMENTS

As previously discussed, Mayor Nation will seek approval from City Council, re: the following items, at Monday's meeting. Please note that any vote re: **Bill No. 3070** will take place under the "LEGISLATION" portion of the AGENDA.

1. Appointment of **City Attorney** (See **Bill No. 3070 – FIRST READING**)

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

RECOMMENDATIONS - FINANCE and ADMINISTRATION COMMITTEE

At Monday's meeting, Chairperson Barry Flachsbart has advised that he will discuss the following items:

1. Request to HOLD, **Bill #'s 3076, 3077 and 3078** until the May 2 City Council meeting
2. **Next meeting:** March 28, 2016 (5:30pm)

During his report, at the March 7 City Council meeting, Chairperson Flachsbart announced that the following would be added to the AGENDA for the March 21 City Council meeting, with a recommendation from this Committee to give both FIRST AND SECOND READING approval, due to the time-sensitive nature of the refunding process:

3. **Bill No. 3080** – Authorizes Refunding of Existing Debt (**FIRST AND SECOND READINGS**)

As is always the case, if you have any questions, regarding the items listed above or any other items discussed by this Committee, please contact Chairperson Flachsbart, any other member of this Committee or me, PRIOR to Monday's meeting.

MEMORANDUM

✓MGH
3/15/16



DATE: March 15, 2016
TO: Michael G. Herring, City Administrator
FROM: Craig D. White, Finance Director CDW
SUBJECT: Refunding Certificates of Participation, Series 2016 –
Pre-Ordinance Update

As you recall, the F&A Committee approved our recommendation to refund the 2008 Certificates of Participation (2008 COPS) during the February 29 F&A Committee meeting. At that time we conservatively estimated the potential savings, or reduction in future debt service payments, to be approximately \$300,000 due to favorable interest rates. Since then we sought proposals for underwriting services and received very positive feedback from the several institutions that responded. Hilltop Securities was selected as they offered highest savings and have a strong reputation. **I am pleased to report that Hilltop projects net savings on the refunding of approximately \$375,000 or \$29,000 / year.**

There are number of steps in between now and the closing which is scheduled to take place on April 20. On Wednesday, March 16, representatives from the City and our Financial Advisor, Michelle Bock, will participate in a ratings call with Moody's. During the City's last refunding, Moody's gave the City's Certificates of Participation a rating of Aa1, the highest rating available for this type of debt issuance. Based on the City's continued success, I have reason to believe that this rating will be reaffirmed by Moody's by March 23rd.

On March 21st, we will ask the City Council to approve a parameters ordinance which will allow the City to move forward with the proposed refunding assuming that current market conditions persist.

On April 5, the underwriter will finalize the pricing at which time interest rates will be locked in, as long as they are within the parameters set by City Council, for the closing which will take place on April 20th.

So far everything is moving along even better than expected. A detailed schedule of the refunding process is attached.

\$3,250,000*
City of Chesterfield, Missouri
 Refunding Certificates of Participation
 Series 2016

SCHEDULE OF EVENTS

<i>February 2016</i>						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

<i>March 2016</i>						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

<i>April 2016</i>						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Date	Action	Responsible Party
Feb 24	Distribute RFP for Underwriter	PJ, C
Mar 4	First Draft of POS & Bond Documents Circulated Send Package to Moody's	GB PJ
Mar 7	Receive Underwriter Proposals	PJ, C
Mar 8	Summarize Underwriter Proposals	PJ
Mar 9	Select Underwriter	PJ, C
Mar 15	Revised POS and Documents Circulated (to include in Council Packages)	GB
Mar 16 (TBD)	Rating/Due Diligence Call	C, PJ, U
Mar 21	First and Second Readings of Parameters Ordinance	ALL
Mar 23	Receive Rating	C, PJ
Mar 24	Print POS	GB, PJ
Apr 4	Pre-pricing Call	C, PJ, U
Apr 5	Pricing	C, PJ, U
Apr 7	Circulate Draft of Final OS	GB
Apr 8	Print Final OS Circulate Closing Memo	GB, PJ PJ
Apr 20	Closing	ALL

KEY:

City of Chesterfield	C	Underwriter	U
Gilmore & Bell	GB		
Piper Jaffray	PJ		

RECOMMENDATIONS - PLANNING/PUBLIC WORKS COMMITTEE (P/PW)

As detailed in the enclosed MINUTES, prepared by Mike Geisel, Director of Public Services, the P/PW Committee met on Thursday, March 10, 2016. The following is a list of items that will now be discussed, in greater detail, at Monday's meeting:

IIIA. Recommendation to approve a **SITE DEVELOPMENT PLAN** - Four Seasons Plaza, Lot 2 (Panera) (**VOICE VOTE**)

---- **Bill No. 3079** – Restricts Parking on River Valley Dr. (**FIRST READING**)

IIIB. **Bill No. 3081** - Authorizes Execution of Road Relinquishment Agreements with MoDOT (**FIRST READING**)

---- **Next meeting:** Thursday, 3/24/16 (5:30pm)

As a reminder, the following item was HELD, at the request of the Petitioner, at the 3/7 City Council meeting:

---- **Bill No. 3075** - P.Z. 13-2015, Chesterfield Valley Square (Burgundy Arrow, LLC) (**FIRST READING**)

As always, if you have any questions regarding the items listed above or anything else discussed by this Committee, please contact Chairperson Connie Fults, any other member of this Committee, Mr. Geisel or me **PRIOR** to Monday's meeting.

MEMORANDUM

MBH
3/15/16



TO: Michael G. Herring, City Administrator
FROM: Mike Geisel, Director of Public Services
SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, March 10, 2016

A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, March 10, 2016 in Conference Room 101.

In attendance were: **Chair Connie Fults** (Ward IV), **Councilmember Barbara McGuinness** (Ward I), **Councilmember Bridget Nations** (Ward II) and **Councilmember Dan Hurt** (Ward III).

Also in attendance were: Mayor Bob Nation; Planning Commission Chair Stanley Proctor; Planning Commission Member Wendy Geckeler; Planning Commission Member Merrell Hansen; Planning Commission Member Guy Tilman; Mike Geisel, Director of Public Services; Aimee Nassif, Planning & Development Services Director; Jessica Henry, Project Planner; and Kathy Juergens, Recording Secretary.

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

★ TO BE DISCUSSED AT THE 3/21/16 CITY COUNCIL MTG

I. APPROVAL OF MEETING SUMMARY

A. Approval of the February 18, 2016 Committee Meeting Summary

Councilmember Hurt made a motion to approve the Meeting Summary of February 18, 2016. The motion was seconded by Councilmember Nations and **passed** by a voice vote of 4-0.

Chair Fults informed the Committee that Project Planner Jessica Henry will be presenting at the 6 o'clock Architectural Review Board meeting so New Business Item III A will be discussed first.

★ III. NEW BUSINESS

- ★ A. **POWER OF REVIEW: Four Seasons Plaza, Lot 2 (Panera)**: An Amended Site Development Plan, Amended Landscape Plan, Partial Amended Lighting Plan, Amended Architectural Elevations and an Architect's Statement of Design for an 8.29 acre tract of land zoned "PC" Planned Commercial District located on the south side of Olive Boulevard west of its intersection with Woods Mill Road.

STAFF REPORT

Ms. Jessica Henry, Project Planner, presented the project request to renovate the endcap tenant within the Four Seasons Plaza into a Panera Bread and to add a drive-thru. The project was reviewed by the Architectural Review Board (ARB) on November 12, 2015. A motion to forward the submittal to the Planning Commission with a recommendation for approval was passed by a vote of 6-0 with three recommendations. The recommendations pertained to landscaping, screening of rooftop mechanical equipment and site circulation. Ms. Henry then gave a

PowerPoint presentation showing photographs of the overall site plan, surrounding area, site circulation plan, landscape plan, architectural renderings and provided the following information:

Site Circulation

To improve the circulation in the drive-thru area, the Applicant is proposing to use stop signs, "Do Not Enter" signs, pedestrian crossing signs and striping, and directional striping and arrows.

Landscaping

The proposed drive-thru is surrounded by substantial landscaping. Additional landscaped areas are provided throughout the development in accordance with the requirements of the site specific ordinance. Significant landscaping was added around the existing detention basin upon ARB's recommendation. In an effort to provide buffering and separation between the drive-thru area and Highland Park Drive, the Applicant is proposing to utilize a variety of plantings ranging in height from 12 to 15 inches all the way up to 6 feet.

Lighting Plan

The proposed lighting plan is compliant with the Unified Development Code. One pole mounted light fixture will be relocated to accommodate the drive-thru lane and the Applicant is proposing to add some wall-mounted light fixtures to the building.

Architectural Elevations

The Applicant is proposing to add a new glass storefront, ceramic tile wainscoting and metal and fabric awnings. The height of the roof will be substantially raised which will alter the scale to be more consistent with the adjacent section of the building.

Ms. Henry stated the Planning Commission reviewed the project on February 22, 2016 and a motion to approve was passed by a vote of 9-0.

PLANNING COMMISSION REPORT

Planning Commission Chair, Stanly Proctor, stated that the Planning Commission (PC) felt that the ARB's concerns were addressed satisfactorily by the Applicant. The PC discussed a number of items prior to the vote. Discussions primarily centered on circulation at the drive-thru. The proposed drive-thru will hold up to 10 vehicles, which exceeds the City's requirement of providing stacking room for 8 vehicles. In response to concerns regarding drive-thru stacking and circulation, the Applicant stated that they do not project a high volume of drive-thru traffic at this location and the Applicant also assured the PC that if there was a problem, they would address it as it would negatively impact the other businesses within the center. The PC also discussed the proposed traffic signs which will improve traffic control. With regard to the concern about the rooftop equipment being visible from Olive Street Road and Highland Park Drive, the proposed higher roofline will adequately hide the equipment. The PC was very pleased with the proposal to plant additional landscaping around the detention pond. Mr. Procter stated that the PC felt all questions and concerns were addressed and the motion to approve passed by a vote of 9-0.

Discussion

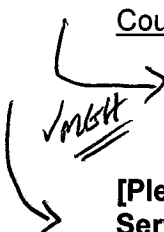
In response to Mr. Mike Geisel's question, Ms. Henry confirmed that the plantings shown in the rendering are only an artistic interpretation of the site. The Applicant will be required to plant what is shown on the Landscape Plan.

Councilmember Hurt asked for clarification on the agreement between the Trustees of Four Seasons Plaza and the owner of the development concerning access from Highland Park Drive. Mr. Mike Doster, representing the Applicant, stated an escrow agreement was entered into by the

above listed parties which required them to deposit an escrow with a title company to execute a non-exclusive permanent easement agreement. The terms of the escrow require the release and recording of that easement upon passage of the zoning, which has already occurred, and upon approval of the site plan. The residents of Four Seasons subdivision will have permanent access to and from their development through this location up to Olive. The Trustees wanted to be assured that the document was executed and recorded subject to zoning and site plan approval. Mr. Doster further explained that instead of having the Applicant or Trustees retain the document it was delivered to a title company with specific instructions to record it once the zoning and site plan were approved. This was an "escrow" of the document only and not a monetary "escrow."

Councilmember McGuinness commended the efforts of the Architectural Review Board and Planning Commission in reviewing this request.

Councilmember McGuinness made a motion to forward Four Seasons Plaza, Lot 2 (Panera) 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: This is a Site Development Plan which requires a voice vote at the March 21, 2016 City Council Meeting.**

[Please see the attached report prepared by Aimee Nassif, Planning and Development Services Director, for additional information on Four Seasons Plaza, Lot 2 (Panera).]

II. OLD BUSINESS

A. Restricting Surety Providers

STAFF REPORT

Mr. Mike Geisel, Director of Public Services, stated the Committee had requested a legal opinion on whether the City can impose a requirement on developers, contractors, and other parties who have to obtain surety bonds in order for the City to allow their work, mandating that they not use certain surety companies to issue such bonds. Interim City Attorney, Harry O'Rourke has provided a letter stating that the City can restrict developers from using certain bonding companies. If the Committee concurs, Staff will prepare the necessary legislation that will implement a procedure and the restriction whereby the City can disqualify surety providers.

Discussion

Councilmember Hurt asked if specific surety companies would be named in the legislation. Mr. Geisel stated that the legislation will not individually name specific companies but will disqualify companies based on a rating system.

Councilmember Hurt made a motion to direct Staff to prepare legislation that enables the City to develop a rating system that surety companies must meet in order for developers, contractors and other parties to engage their services. The motion was seconded by Councilmember Nations.

Discussion after the Motion

Mayor Nation recalled that the previous City Attorney had already rendered an opinion on this subject and stated that the City could not do this. Ms. Aimee Nassif, Planning and Development Services Director, explained that the previous City Attorney, Rob Heggie, was specifically asked if the City could name a particular surety company to which the City would not do business with

any longer and Mr. Heggie stated the City could not. Mr. O'Rourke was asked if the City can develop a procedure or rating system to disqualify surety companies without naming any particular company, which would be applied to all new sureties, and to that question, the answer is "yes."

In response to Chair Fults' question, Mr. Geisel stated there are numerous bonding companies for contractors and developers to work with but the new legislation may impact them as they may have been receiving bonding at a lower cost by utilizing providers that the City will no longer accept. Mayor Nation asked if the petitioners will know up front which surety companies are disqualified. Mr. Geisel stated that yes, it would be publicly known.

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

★ III. NEW BUSINESS

★ B. MoDOT Road Relinquishment Agreements – Elbridge Payne Rd. & Toreador Dr.

STAFF REPORT

Mr. Mike Geisel, Director of Public Services, stated that MoDOT has requested that the City accept maintenance of Toreador Drive and Elbridge Payne Road.

The northern 600 feet of Toreador Drive was relocated as part of the Missouri Route 141 project. As the City currently maintains Toreador Drive from the MoDOT right of way to the cul-de-sac dead end, Staff has no objection to accepting maintenance of the additional 600 feet to Olive Boulevard.

A portion of Elbridge Payne Road was recently reconstructed as part of the Mercy development project. MoDOT is requesting that the City maintain Elbridge Payne south of the entrance/exit to Clarkson Road. Staff has no objection.

Discussion

In response to Councilmember Hurt's question, Mr. Geisel stated that as Mercy constructs additional improvements in the future, there will be further improvements to Elbridge Payne Road and South Outer I-64. When these improvements are completed, MoDOT will request that the City maintain additional pavement north of terminus in the proposed Relinquishment Agreement. However, the portion of Elbridge Payne Road north of the Clarkson exit/entrance is NOT part of the Relinquishment Agreement and will remain a MoDOT roadway.

Councilmember Nations made a motion to forward the MoDOT Road Relinquishment Agreements for Elbridge Payne Road and Toreador Drive to City Council with a recommendation to approve. The motion was seconded by Councilmember Hurt and passed by a voice vote of 4-0.

✓ MLH
Note: One Bill, as recommended by the Planning & Public Works Committee, will be needed for the March 21, 2016 City Council Meeting. See Bill # 3081

→
[Please see the attached report prepared by Mike Geisel, Director of Public Services, for additional information on MoDOT Road Relinquishment Agreements for Elbridge Payne Road and Toreador Drive.]

IV. OTHER

V. ADJOURNMENT

The meeting adjourned at 5:52 p.m.

City Council Memorandum

Department of Public Services

✓ MBS
3/15/16



To: Michael Herring, City Administrator
From: Aimee Nassif, Planning and Development Services Director
Date: March 14, 2016
CC Date: March 21, 2016
RE: **Four Seasons Plaza, Lot 2 (Panera Bread):** An Amended Site Development Plan, Amended Landscape Plan, Partial Amended Lighting Plan, Amended Architectural Elevations and an Architect's Statement of Design for an 8.29 acre tract of land zoned "PC" Planned Commercial District located on the south side of Olive Boulevard west of its intersection with Woods Mill Road.

Summary

Doster, Ullom, & Boyle, LLC on behalf of Caplaco Seven, Inc. and Dierbergs Four Seasons, Inc., has submitted a request for an Amended Site Development Plan, Amended Landscape Plan, Partial Amended Lighting Plan, Amended Architectural Elevations and an Architect's Statement of Design for an existing retail center located on Lot 2 of the Four Seasons Plaza development. The purpose for the project is to construct a fast food drive-thru and to renovate the approximately 4,744 square foot endcap tenant space at the east end of the building to allow a restaurant tenant—Panera Bread—to relocate from its longtime location on adjacent Lot 1 to this space.

The project was reviewed by the Architectural Review Board (ARB) on November 12th, 2015. A motion to forward the submittal to the Planning Commission with a recommendation for approval with recommendations passed by a vote of 6-0.

At the February 22nd, 2016 Planning Commission meeting, a motion to approve the site development plan passed by a vote of 9-0. Prior to the vote, significant discussion regarding the site access and circulation occurred. Both Staff and the Applicant responded to the Commission's concerns. Subsequently, Power of Review was called and this project was placed on the March 10, 2016 Planning and Public Works Committee agenda where a motion to forward to the City Council with a recommendation for approval was passed by a vote of 4-0.

Attached, please find a copy of the Site Development Plan packet.



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

Planning Commission Staff Report

Project Type: Amended Site Development Plan

Meeting Date: February 22, 2016

From: Jessica Henry, AICP
Project Planner

Cc: Aimee Nassif, Planning & Development Services Director

Location: South side of Olive Blvd., west of its intersection with Woods Mill Rd.

Applicant: Doster, Ullom, & Boyle, LLC on behalf of Caplaco Seven, Inc. and Dierbergs Four Seasons, Inc.

Description: **Four Seasons Plaza, Lot 2 (Panera Bread)**: An Amended Site Development Plan, Amended Landscape Plan, Partial Amended Lighting Plan, Amended Architectural Elevations and an Architect's Statement of Design for an 8.29 acre tract of land zoned "PC" Planned Commercial District located on the south side of Olive Boulevard west of its intersection with Woods Mill Road.

PROPOSAL SUMMARY

The request is for an Amended Site Development Plan, Amended Landscape Plan, Partial Amended Lighting Plan, Amended Architectural Elevations and an Architect's Statement of Design for an existing retail center located on Lot 2 of the Four Seasons Plaza development. The purpose for the project is to construct a fast food drive-thru and to renovate the approximately 4,744 square foot endcap tenant space at the east end of the building to allow a restaurant tenant—Panera Bread—to relocate from its longtime location on adjacent Lot 1 to this space. Currently, Panera Bread is located in a middle tenant space which excludes the construction of a drive-thru. The endcap space on Lot 2 currently houses the Mongolian BBQ restaurant. The subject site is zoned "PC" Planned Commercial District and is governed under the terms and conditions of City of Chesterfield Ordinance 2855. The proposed exterior building modifications primarily consist of new parapet tower elements, metal canopies, and additional fenestration, including a new aluminum and glass storefront. Ceramic tile wainscoting, new paint, and green canvas awnings complete the design while complementing the existing center.

HISTORY OF SUBJECT SITE

Lot 2 of the Four Seasons Plaza was zoned "C-8" Planned Commercial District by St. Louis County in 1975 under Ordinance 7836. In the decades since, the site-specific governing ordinance has been amended several times, including the most recent ordinance amendment which was approved in June 2015. This amendment served to modify certain development criteria, to add the "restaurant, fast food with drive-thru" use, and to rezone a small portion of the adjacent Adjusted Lot 1, which was zoned "C-2" Shopping District, to create a new "PC" Planned District in order to accommodate the proposed drive-thru restaurant design. A Boundary Adjustment Plat was also approved in order to align the property line between Lot 1 and Lot 2 to correspond with the limits of the requested change of zoning for the small portion of Lot 1.

Land Use and Zoning of Surrounding Properties

North	River Valley Condominiums	"R-2" Residence District
South	Four Seasons Subdivision	"R-3" Residence District
East	Four Seasons Plaza Lot 1	"C-2" Shopping District
West	Four Seasons Plaza West	"PC" Planned Commercial District

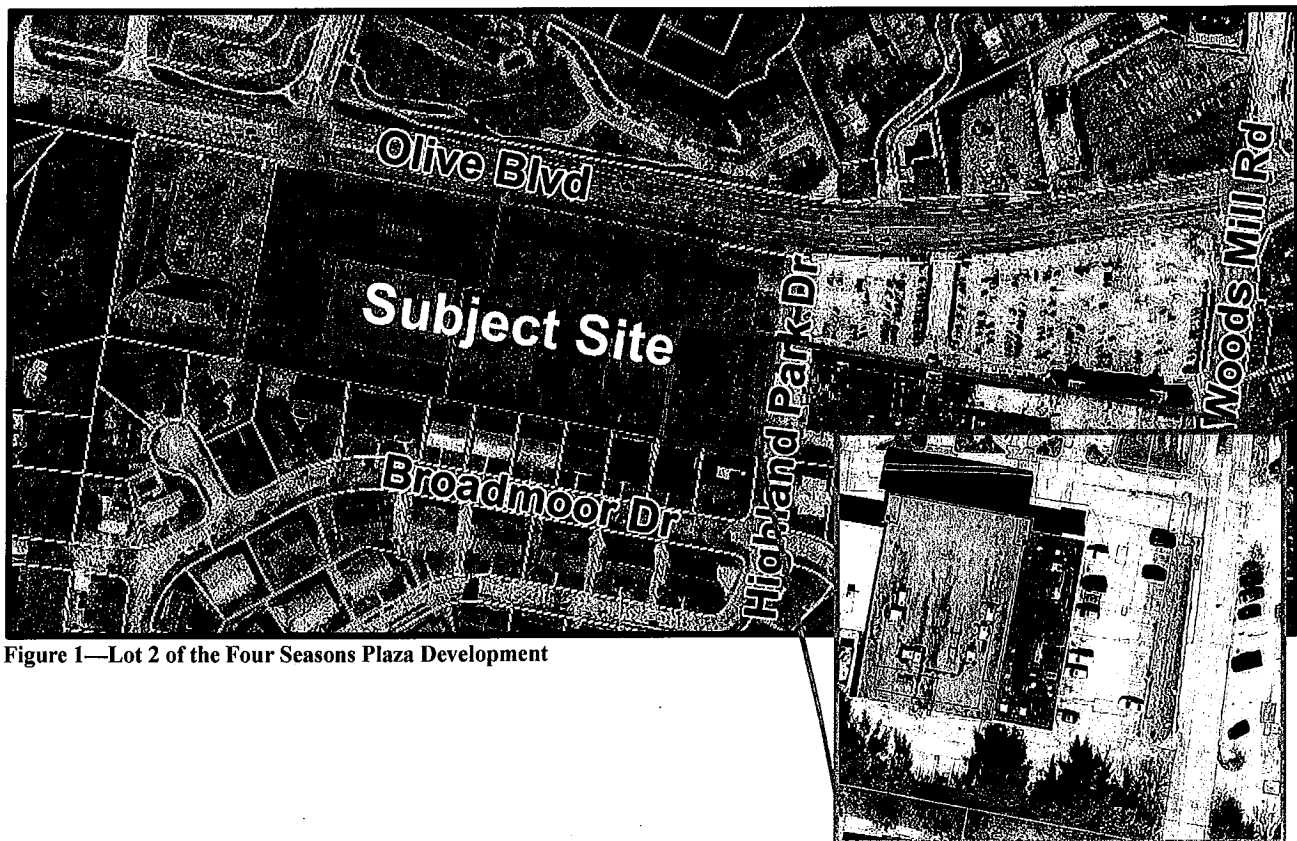


Figure 1—Lot 2 of the Four Seasons Plaza Development

Comprehensive Plan Analysis

The subject site is located within the Community Retail designation, as shown in the graphic below. In addition to the compliance of uses within the Community Retail land use designation, a proposed development should be in general compliance with the Commercial Development Policies detailed in the Comprehensive Plan. The following is a list of relevant policies within the Comprehensive Plan:

- **3.1.1 Quality of Design** – Overall design standards should be provided for smaller-scale, mixed-use, project-oriented developments. Developments should emphasize architectural design, pedestrian circulation, landscaping, open space, innovative parking solutions and landscape buffering between any adjacent residential uses.
 - *This policy is met by this proposed development and information pertaining to several of these items is contained throughout this report.*
- **3.1.2 & 4.1 Buffering of Neighborhoods** – Development should substantially buffer neighboring residential uses in all directions by employing good site design, addressing vehicular access, building materials selection, tree preservation, and expanded setbacks.
 - *Although this is an existing, fully built out retail center, the applicant is providing additional landscaping and soundproofing elements to mitigate any negative impacts of the proposed drive-thru on the adjacent residential subdivision. Detailed information regarding these measures is provided in the Landscaping section of this report.*

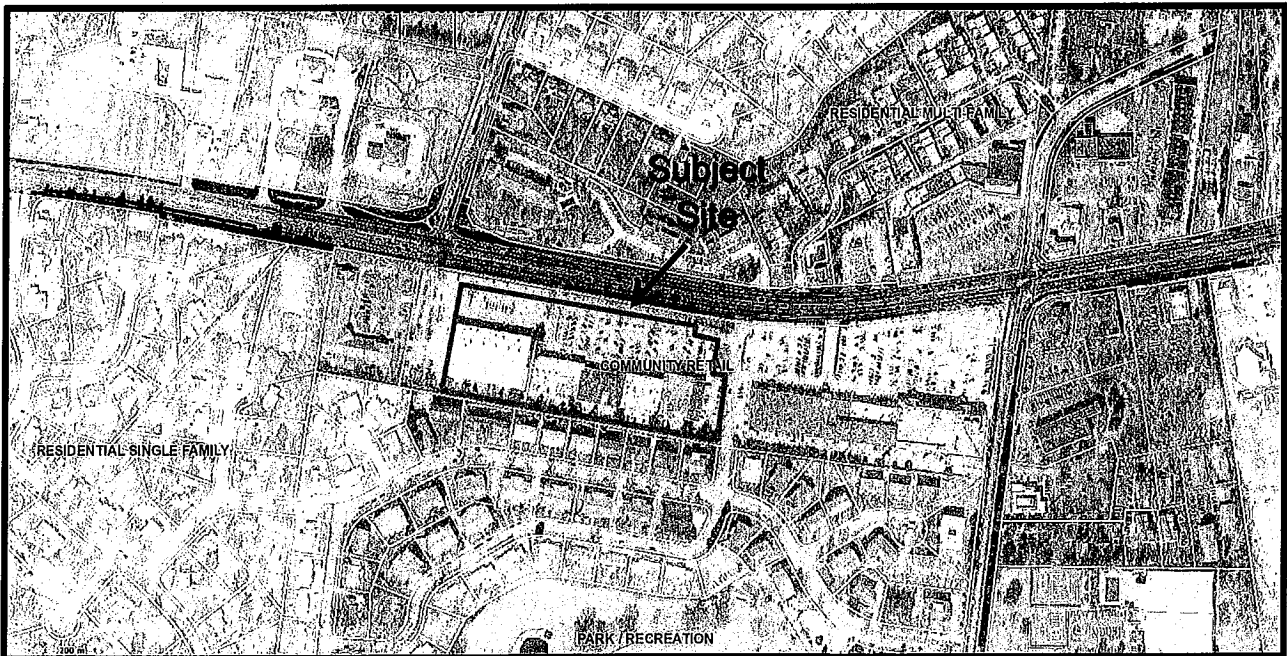


Figure 2—Comprehensive Land Use Plan

STAFF ANALYSIS

Zoning

The subject site is zoned "PC" Planned Commercial District under the terms and conditions of City of Chesterfield Ordinance Number 2855 and is located within the Four Seasons Plaza development which contains two separate lots containing a mixed-use retail strip center. Ordinance 2855 contains the following specific restrictions for the proposed Panera Bread drive-thru restaurant:

- The use "Restaurant, fast food with drive-thru window, not located in free standing buildings" shall:
 - a. Be restricted to a single user at any given time; and
 - b. Be located in the area as shown on the attached Preliminary Plan marked as Attachment B; and
 - c. Be an establishment more narrowly defined as a Fast-Casual type of Fast-Food restaurant which:
 - 1. utilizes non-disposable dishware and flatware for all dine-in orders; and
 - 2. the majority of menu items are custom prepared to order versus pre-prepared and "racked."
- Hours of operation for the Fast-Casual type of Fast-Food restaurant shall be 6:00 a.m. to 10:00 p.m.

The proposed Panera Bread drive-thru restaurant complies with all of these restrictions.

Access and Site Circulation

The Four Seasons Plaza development is currently accessed via multiple curb cuts along Olive Boulevard. No changes are proposed to these accesses; traffic coming off of Olive Boulevard will be directed onto the east-west internal drive and into the drive-thru. The drive-thru will be located in the existing parking area adjacent to the proposed tenant space. The relocated restaurant will be able to take advantage of the existing curb cuts along Olive Boulevard and extensive internal drive lanes to route traffic efficiently through the drive-thru and out of the development.

Further, the proposed drive-thru provides enough stacking space to accommodate ten vehicles which exceeds the UDC requirement of eight vehicles.

In order to establish safe vehicular and pedestrian circulation patterns, stop signs, pedestrian crossing signs and striping, and directional striping and arrows will be utilized.

Parking

The applicant is proposing to eliminate parking spaces in order to accommodate the fast food drive-thru for the endcap tenant space. However, the overall development is maintaining a surplus of required parking spaces. In addition to the interior restaurant space, an outdoor patio dining area is being provided. As this area is also considered part of the fast food restaurant use, it has been included in the parking calculations provided on the Amended Site Development Plan.

Landscaping

The proposed drive-thru is surrounded by substantial landscaping, including the addition of flowering trees, shrubs, and landscape beds comprised of annuals, perennials, and grasses. Additional landscaped areas are provided throughout the development in accordance with the requirements of the site specific ordinance. Significant landscaping was also added around the existing detention basin upon recommendation of the ARB; this is discussed in detail on page 6 of this report.

In order to shield the adjacent Four Seasons residential subdivision from any undesirable effects of the proposed drive-thru, a wooden fence with sound attenuating elements is located at the southern end of the drive-thru. Additional landscaping will be planted on the adjacent property as agreed upon between the applicant and adjacent property owners.

Lighting

The applicant is proposing two wall mounted light fixtures. The first is an up/down square fixture located under and shielded by the proposed metal canopies with the exception of the two fixtures adjacent to the entry. This fixture is provided as an accent that will illuminate the small area of the building elevation surrounding the fixture.

The second fixture is a decorative awning accent light fixture. Although this fixture could be directional, the fixture head is angled in a manner that only casts light downward onto the awnings below.

Finally, the applicant is proposing to relocate an existing light pole in order to accommodate the drive-thru drive lane. The light pole currently contains a typical parking lot fixture head as well as two flood lights. This relocated pole will be brought down to the current height requirement and shields will be added to the flood light fixture heads to bring them into compliance with the Unified Development Code. This shield will eliminate the current light cast from the fixtures and will focus the light from these fixtures on the side building elevation only. No other changes to the existing lighting in the development are proposed in conjunction with this request.

Architectural Elevations

The proposed architectural modifications to the building are restricted to the endcap tenant space. The color palette selected, while not an exact color match, will coordinate with the existing design of the center while allowing for a modern and significantly upgraded appearance. Metal and fabric awnings will add articulation and color accents to the otherwise flat elevations. New parapet towers add articulation and the addition of ceramic tile wainscoting introduces a durable material that provides visual interest and a sense of completion to the endcap space.

The existing building is constructed of brick, EIFS, metal parapets, and glass and aluminum windows. The applicant is proposing modifications to the easternmost endcap tenant space only. The selected color palette coordinates with the existing building while modernizing and defining the endcap tenant space. The dark metal awnings correspond to the ceramic tile wainscoting, and the green fabric awnings, green façade elements, and beige paint tie the design to the adjacent building section.

There are roof parapets included in the design that will fully screen the mechanical rooftop equipment from the site right-of-way along Olive Boulevard and a sight line study has been included in the Planning Commission packet. Please note that the screening of roof-mounted mechanical units is limited to the end-cap tenant space and that the adjacent portions of the center are not within the scope of the proposed project.

The dumpster enclosure is located at the rear of the subject site and is to be constructed of wood planks. This is compatible with the adjacent sound wall being proposed at the southern end of the drive-thru.

The amendments to the Architectural Elevations include slightly increasing the height of the subject area, as shown in the comparison below. Whereas the existing endcap space is dwarfed by the adjacent portion of building, adding height to the building will alter the scale to be more consistent with the adjacent section of the building. The canopies and wainscot provide a pedestrian scale despite the height increase.



Proposed end-cap tenant space*



Existing end-cap tenant space*

*** Roof mechanical units shown above on adjacent portion of building are not within current project scope and will remain.**

The project was reviewed by the Architectural Review Board (ARB) on November 12th, 2015. A motion to forward the submittal to the Planning Commission with a recommendation for approval with the conditions listed below was passed by a vote of 6-0.

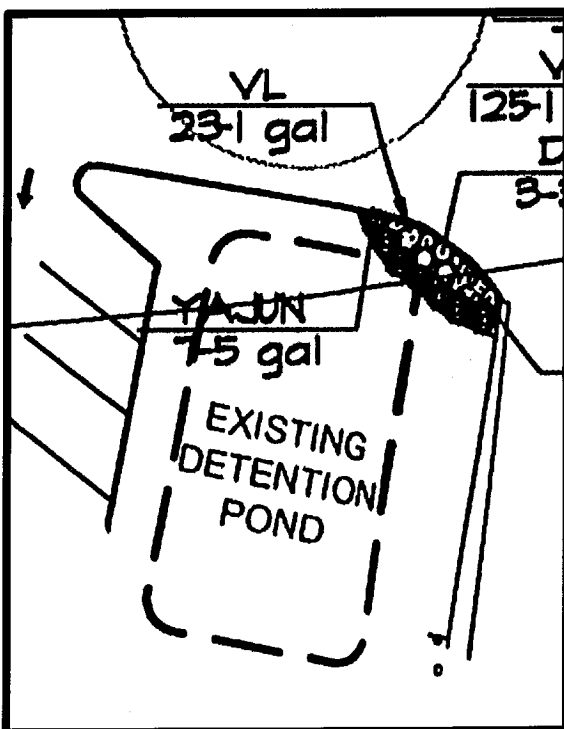
1. Additional information regarding the proposed material and finish of the wooden screen fence should be provided to Staff for review.
2. All roof-mounted mechanical equipment must be screened. Provide additional information for Staff's consideration to illustrate how the proposed parapet walls will screen any mechanical equipment proposed in conjunction with the tenant space renovation.

3. Additionally, the ARB suggested that the applicant consider replacement of and/or additional landscaping around the split rail fence that surrounds the detention area north of the subject tenant area.

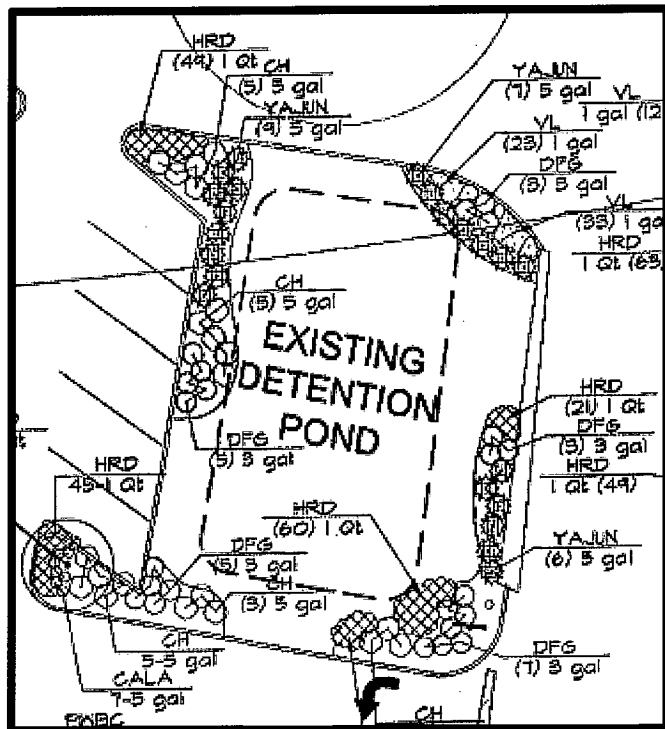
In response to the ARB's recommendations, the Applicant has provided a sample of the wood that is to be utilized in the fence. Upon review of the sample, Staff concludes that it is a durable material that is appropriate for this site, particularly given the sound-attenuating design of the fence.

In order to address the ARB's second recommendation, a sight-line study was submitted and is included in the Planning Commission packets. The study shows that the roof-mounted mechanical units will be shielded by the parapet walls and will not be visible from the right-of-way line at the easternmost intersection of Highland Park Drive and Olive Boulevard.

Finally, in response to the ARB's third recommendation, the applicant has revised the Landscaping Plan to include substantial landscaping around the split rail fence and detention area. Below is a side by side comparison of this area.



Landscaping around detention area as presented at ARB



Landscaping around detention area in current Landscape Plan

STAFF RECOMMENDATION

Staff has reviewed the Amended Site Development Plan, Amended Landscape Plan, Partial Amended Lighting Plan, Amended Architectural Elevations, and Architect's Statement of Design and has found the proposal to be in compliance with the site specific ordinance and all City Code requirements. Staff recommends approval of the proposed development of Four Seasons Plaza, Lot 2 (Panera Bread).

MOTION

The following options are provided to the Planning Commission for consideration relative to this application:

- 1) "I move to approve (or deny) the Amended Site Development Plan, Amended Landscape Plan, Partial Amended Lighting Plan, Amended Architectural Elevations, and Architect's Statement of Design for Four Seasons Plaza, Lot 2 (Panera Bread).
- 2) "I move to approve the Amended Site Development Plan, Amended Landscape Plan, Partial Amended Lighting Plan, Amended Architectural Elevations, and Architect's Statement of Design for Four Seasons Plaza, Lot 2 (Panera Bread), with the following conditions..." (Conditions may be added, eliminated, altered or modified)

Attachments: Architect's Statement of Design
Amended Architectural Elevations
Architectural Rendering
Light Pole Relocation Exhibit
Light Fixture Cut Sheets
Amended Site Development Section Plan
Amended Landscape Plan
Amended Lighting Plan
Amended Lighting Cut-sheets
Sight Line Study

CC: Aimee Nassif, Planning and Development Services Director

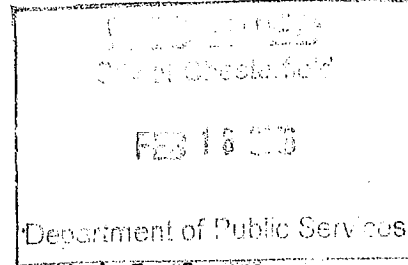


& ASSOCIATES, INC.

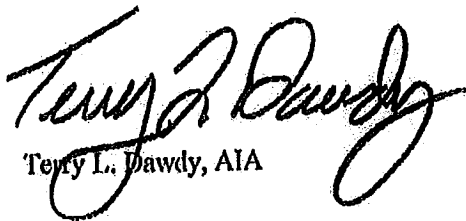
Architects - Planners

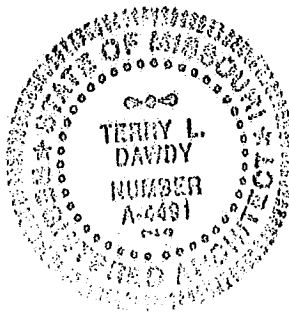
Architect's Statement of Design

St Louis Bread Company -- Four Seasons Shopping Center



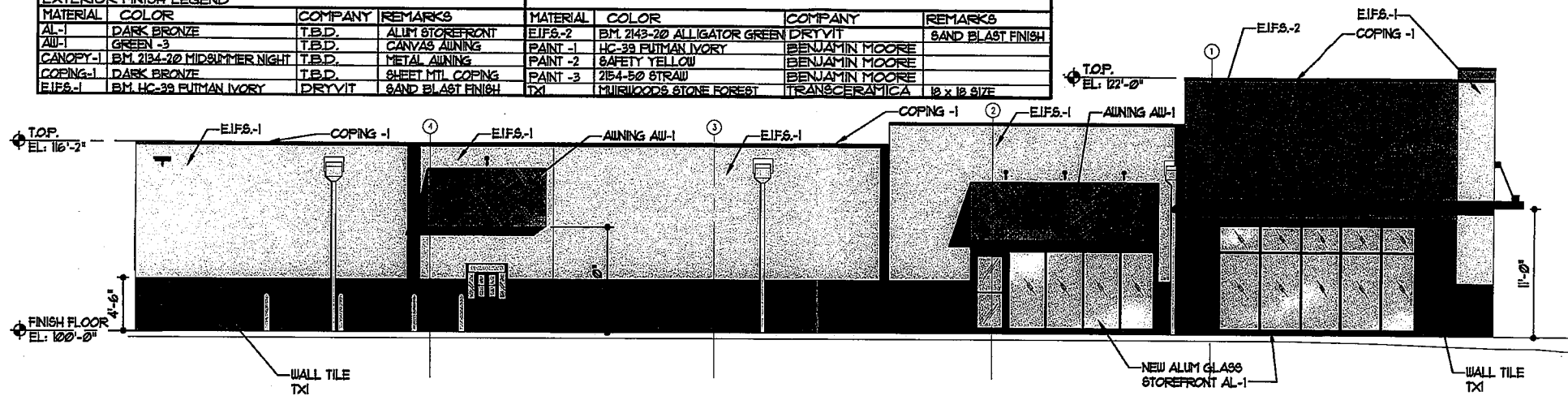
The proposed renovation and relocation of the St. Louis Bread Company within the Four Seasons Shopping Center on Olive Blvd. meets or exceeds Chesterfield's General Requirements for Building Design. We have enhanced the corner of this shopping center with a new ceramic tile wainscot, new paint, and new parapet tower elements to provide character and appeal from the street and as you approach the café. This style is in keeping with the remainder of the center and allows for proper building signage and awnings. We have added metal canopies at the prominent corner and to the right side of our main entrance to provide a balanced look to not only our space but to the entire center as well. The main entry is covered with a traditional green monochromatic awning to provide protection as guests enter. Fenestration has been added to the East elevation to further improve the overall look and feel of this corner as you enter the center


Terry L. Dawdy, AIA



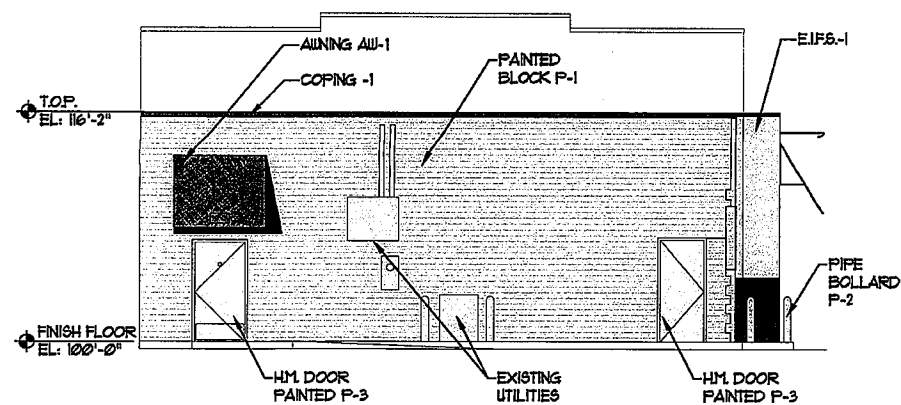


EXTERIOR FINISH LEGEND							
MATERIAL	COLOR	COMPANY	REMARKS	MATERIAL	COLOR	COMPANY	REMARKS
AL-1	DARK BRONZE	T.B.D.	ALUM STOREFRONT	EIFS-2	BM 2143-20 ALLIGATOR GREEN	DRYVIT	SAND BLAST FINISH
AW-1	GREEN -3	T.B.D.	CANVAS AWNING	PAINT -1	HC-39 PUTMAN IVORY	BENJAMIN MOORE	
CANOPY-1	BM 2134-20 MIDSUMMER NIGHT	T.B.D.	METAL AWNING	PAINT -2	SAFETY YELLOW	BENJAMIN MOORE	
COPING-1	DARK BRONZE	T.B.D.	SHEET METAL COPING	PAINT -3	2154-50 STRAW	BENJAMIN MOORE	
EIFS-1	BM HC-39 PUTMAN IVORY	DRYVIT	SAND BLAST FINISH	TXI	MILKWOODS STONE FOREST	TRANSCERAMICA	12 x 12 SIZE



EAST ELEVATION

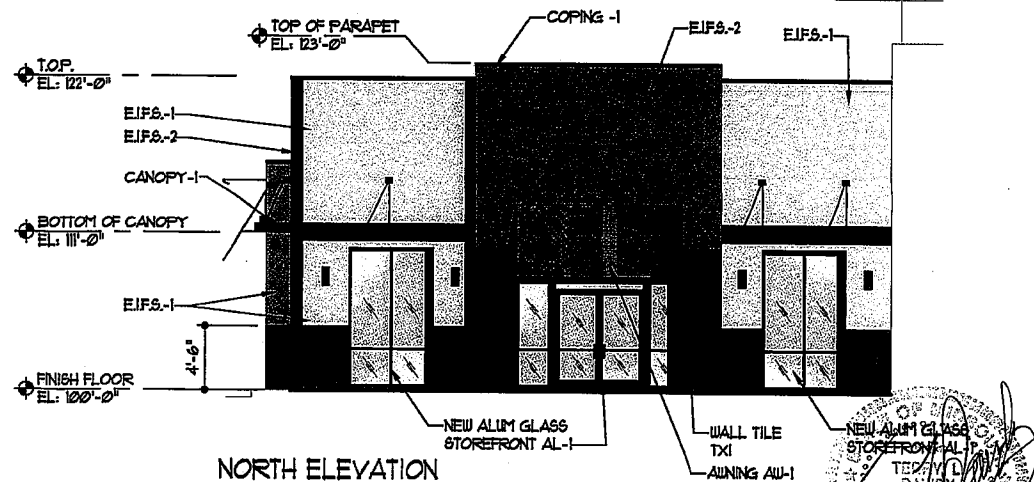
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

Another
Capitol Land
Development



NORTH ELEVATION

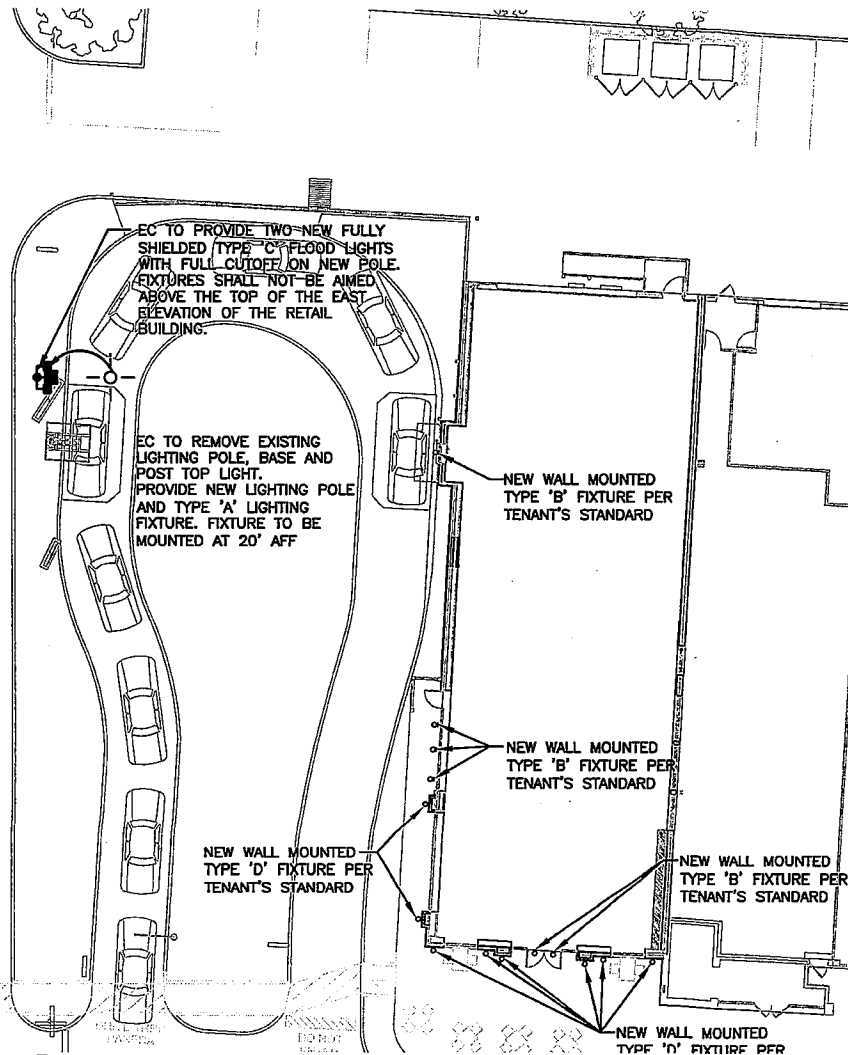
SCALE: 1/8" = 1'-0"

PROPOSED ELEVATIONS

4 SEASONS SHOPPING CENTER

Danahy
DANAHY & ASSOCIATES, INC.
© 2015 D & A
Phone: 514-434-0762
02-26-16
JOB # 21-258

LIGHTING FIXTURE SCHEDULE						
Type	Manufacturer	Catalog Number (note 1)	Lamps (Quantity/Type)	MOUNTING	WATTS PER FIXTURE	Remarks
A	McGraw Edison	#GSM-AM-400-MH-SS- FG	(1) 400MH	POLE MOUNTED	465	MOUNTED AT 20' AFF
B	AMERLUX EXTERIOR	#WMA2-30-80-80X30-BK	LED	WALL PENDANT	10	---
C	McGraw Edison	#AMF-F-400MH/SV/AM-XX TV/AM-XX	(1) 400MH	POLE MOUNTED	10	WITH TOP, BOTTOM AND SIDE VISORS
D	LURALINE	#261 UD RT BL	(2) 26W CFL	WALL SCONCE	48	---



1 SITE LIGHT POLE RELOCATION PLAN
E1 1"=20'-0"

FOUR SEASONS SHOPPING CENTER CHESTERFIELD, MISSOURI

Another
Capitol Land
Development



2016-02-12

Danahy

& ASSOCIATES, INC.
Phone : 314-434-0700
Date: 10-23-14
Job # 21255

© 2015 D&A

DESCRIPTION

The Galleria luminaires beauty and versatility make it an excellent choice for roadway and general area lighting applications. An aesthetic reveal in the formed aluminum housing gives the Galleria luminaire a distinctive look while a variety of mounting options and lamp wattages provide maximum flexibility.

The Galleria luminaires superior light distributions makes it the optimum choice for almost any small, medium or large area lighting application.

Catalog #		Type
Project		
Comments		Date
Prepared by		

SPECIFICATION FEATURES

Construction

HOUSING: Formed aluminum housing with stamped reveal has interior-welded seams for structural integrity and is finished in premium TGIC polyester powder coat. U.L. listed and CSA certified for wet locations. **DOOR:** Formed aluminum door has heavy-duty hinges, captive retaining screws and is finished in premium TGIC polyester powder coat. (Spider mount unit has steel door.)

Electrical

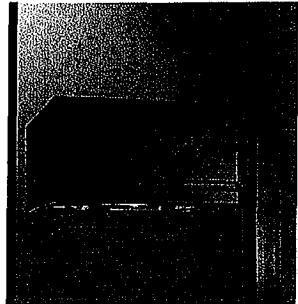
BALLAST TRAY: Ballast tray is hard-mounted to housing interior for cooler operation.

Optics

REFLECTOR: Choice of fourteen high efficiency optical systems utilizing horizontal and vertical lamp orientations. Optional high efficiency segmented optical systems constructed of premium 95% reflective anodized aluminum sheet. Optical segments are rigidly mounted inside a thick gauge aluminum housing for superior protection. All segment faces are clean of rivet heads, tabs or other means of attachment which may cause streaking in the light distribution. Standard with mogul-base socket. All optical modules feature quick disconnect wiring plugs and are field rotatable in 90° increments. **LENS:** Convex tempered glass lens or flat glass.

Mounting

Extruded aluminum arm includes internal bolt guides allowing for easy positioning of fixture during assembly. Specify arm-included mounting for contractor-friendly single carton packaging of housing and arm.



GSM/GSL GALLERIA SQUARE

100 - 1000W

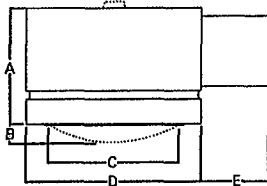
Pulse Start Metal Halide
High Pressure Sodium
Metal Halide

ARCHITECTURAL AREA
LUMINAIRE

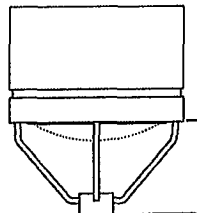
"A"

DIMENSIONS

ARM MOUNT



SPIDER MOUNT



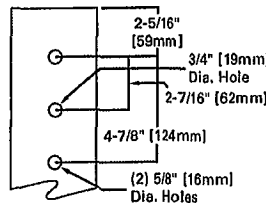
DIMENSIONAL DATA

Fixture	A	B	C	D	E	F
GSM	11" [279mm]	3-1/2" [89mm]	19-1/4" [480mm]	21-3/4" [552mm]	6" [152mm] 14" [356mm]	15" [381mm] 16" [408mm]
GSL	14-1/2" [279mm]	4-1/4" [108mm]	25-7/8" [657mm]	27" [688mm]	8" [152mm] 14" [356mm]	18-3/4" [476mm] 19-3/4" [502mm]

NOTE: Top cap used on GSM with 1000W flat glass vertically lamped optics only.

ARM DRILLING

TYPE "M"



ENERGY DATA

CWA Ballast Input Watts
150W MP HPF (185 Watts)
175W MP HPF (198 Watts) @
250W MP HPF (283 Watts) @
250W HPS HPF (295 Watts)
400W MP HPF (452 Watts) @
400W HPS HPF (457 Watts)
750W MP HPF (820 Watts)
1000W MH HPF (1080 Watts)
1000W HPS HPF (1100 Watts)

EPA

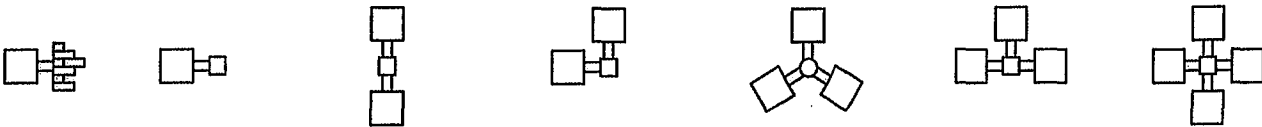
Effective Projected Area: (Sq. Ft.)
(Without Arm)
GSM: 2.40 GSL: 3.90
[Spider Mount]
GSM: 2.86 GSL: 4.45

SHIPPING DATA

Approximate Net Weight:
GSM: 79 lbs. (36 kgs.)
GSL: 88 lbs. (40 kgs.)

MOUNTING CONFIGURATIONS AND EPAS

Wall Mount	Arm Mount Single GSM: 2.9 GSL: 4.4	Arm Mount 2 @ 180° GSM: 5.8 GSL: 8.8	Arm Mount 2 @ 90° GSM: 6.8 GSL: 9.8	Arm Mount 3 @ 120° (Round Pole Only) GSM: 9.2 GSL: 13.7	Arm Mount 3 @ 90° GSM: 9.2 GSL: 13.7	Arm Mount 4 @ 90° GSM: 10.4 GSL: 15.6
------------	--	--	---	--	--	---



ORDERING INFORMATION

Sample Number: GSM-AM-400-MP-MT-3V-SG-BZ-L

Product Family ¹	Mounting Method	Lamp Wattage ²		Lamp Type	Voltage ¹⁰	Distribution ⁷	Lens Type	Color ¹⁸
GSM =Galleria Square Medium GSL =Galleria Square Large	Arm Mount AM =Arm Mount ² AIR=Arm Included for Round Pole ³ AIS=Arm Included for Square Pole ³ Spider Mount SM2=Spider Mount (3" O.D. Tenon) SM3=Spider Mount (3-1/2" O.D. Tenon) ⁴	Pulse Start Metal Halide 150=150W 175=175W 200=200W 250=250W 320=320W 350=350W 400=400W⁵ 450=450W ⁷ 750=750W 875=875W 1000=1000W ⁶	High Pressure Sodium 100=100W 150=150W 250=250W 400=400W 750=750W 1000=1000W ⁶ Metal Halide⁶ 175=175W 250=250W 400=400W 1000=1000W ⁶	MP =Pulse Start Metal Halide HPS =High Pressure Sodium MH =Metal Halide ⁶	120V=120V 208V=208V 240V=240V 277V=277V 347V=347V 480V=480V MT =Multi-Tap ¹¹ TT =Triple-Tap ¹¹ 5T=5-Tap ¹²	Horizontal Lamp 1F=Type I Formed ¹³ 2F=Type II Formed 2S=Type II Segmented ¹⁴ 3F=Type III Formed 3S=Type III Segmented ¹⁴ 4S=Type IV Segmented¹⁴ 5S=Type V Segmented¹⁴ Vertical Lamp AR=Area Round AS=Area Square 3V=Type III Vertical RW=Rectangular Wide ¹⁶	FG =Flat Glass ¹⁷ SG =Sag Glass	AP =Gray BZ =Bronze BK =Black WH =White DP =Dark Platinum GM =Graphite Metallic
Options (Add as Suffix)		Accessories (Order Separately) ²²						
CEC=California Title 20 Compliant Ballast (Applies to 175-320W and 400W MP Only) F=Single Fuse (120, 277 or 347V) FF=Double Fuse (208, 240 or 480V) L=Lamp Included EM=Quartz Restrike w/Delay ¹⁹ Q=Quartz Restrike ¹⁹ R=NEMA Twistlock Photocontrol Receptacle EHS=External Adjustable House Side Shield HS=House Side Shield ^{20,21} VS=Vandal Shield ²²		GSM-EXTHS=External House Side Shield - 2.24 EPA GSL-EXTHS=External House Side Shield - 2.46 EPA MA1004XX=14" Arm for Square Pole - 1.0 EPA ²⁴ MA1005XX=6" Arm for Square Pole - 0.5 EPA MA1006XX=Direct Mount Kit for Square Pole MA1007XX=14" Arm for Round Pole - 1.0 EPA ²⁴ MA1008XX=6" Arm for Round Pole - 0.5 EPA MA1009XX=Direct Mount Kit for Round Pole MA1029XX=Wall Mount Bracket with 10" Arm MA1208XX=11-1/2" Arm and Round Pole Adapter - 0.8 EPA OA1086XX=Mast Arm Adapter MA1010XX=Single Tenon Adapter for 3-1/2" O.D. Tenon MA1011XX=2@180° Tenon Adapter for 3-1/2" O.D. Tenon MA1012XX=3@120° Tenon Adapter for 3-1/2" O.D. Tenon MA1013XX=4@90° Tenon Adapter for 3-1/2" O.D. Tenon				MA1014XX=2@90° Tenon Adapter for 3-1/2" O.D. Tenon MA1015XX=2@120° Tenon Adapter for 3-1/2" O.D. Tenon MA1016XX=3@90° Tenon Adapter for 3-1/2" O.D. Tenon MA1017XX=Single Tenon Adapter for 2-3/8" O.D. Tenon MA1018XX=2@180° Tenon Adapter for 2-3/8" O.D. Tenon MA1019XX=3@120° Tenon Adapter for 2-3/8" O.D. Tenon MA1045XX=4@90° Tenon Adapter for 2-3/8" O.D. Tenon MA1048XX=2@90° Tenon Adapter for 2-3/8" O.D. Tenon MA1049XX=3@90° Tenon Adapter for 2-3/8" O.D. Tenon MA1081=House Side Shield for GSM - Field Installed ²⁵ MA1062=House Side Shield for GSL - Field Installed ²⁵ OA/RA1016=NEMA Twistlock Photocontrol - Multi-Tap OA/RA1027=NEMA Twistlock Photocontrol - 480V OA/RA1201=NEMA Twistlock Photocontrol - 347V		

NOTES:

- Customer is responsible for engineering analysis to confirm pole and fixture compatibility for all applications. Refer to our white paper WP613001EN for additional support information.
- Arm not included. See Accessories.
- Arm length varies based on housing size: 11-1/2" for GSM and 14" for GSL.
- Available on GSL housing only.
- Standard with mogul-base lamp sockets. Wattage availability varies by housing size, see wattage table.
- Requires reduced envelope ED-28 lamp when used with GSM housing and flat glass vertically lamped optics.
- 450W Pulse start metal halide only available in vertical lamp orientations (AR, AS, 3V or RW distributions).
- Requires reduced envelope BT-37 lamp when used with GSM housing.
- 175, 250 and 400W Metal halide available for non-US markets only.
- Products also available in non-US voltages and 50Hz for international markets. Consult factory for availability and ordering information.
- Multi-Tap ballast is 120/208/240/277V wired 277V. Triple-Tap ballast is 120/277/347V wired to 347V.
- 5-Tap ballast is 120/208/240/277/480V wired 480V. Only available in 400-1000W.
- Medium housing fixture only.
- Maximum wattage on segmented optical distributions is 400W. 400W Metal Halide lamp must use reduced envelope ED-28 lamp. Not available in GSL housing.
- Must use reduced envelope lamp, not available in GSL housing.
- RW optic not available with flat glass.
- 1000W GSL with flat glass requires BT-37 lamp and is not available in AS, RW, SL or 3V distributions.
- Other finish colors available, including a full line of RAL color matches. Consult your lighting representative at Eaton for more information.
- Quartz options not available with SL optics.
- House side shield not available with 5S, RW, AS, AR, SL and CA optics.
- Not available in 1000W.
- Arm mount only, 400W maximum.
- Replace XX with color suffix.
- Use for mounting fixtures at 90° increments.
- Compatible with sag lens vertical optics only.

2" SSL WALL-MOUNT ACCENT

The 2" SSL Wall-mount Accent luminaire employs solid state technology to provide small scale LED solutions for canopy and sign lighting. All components are encapsulated inside a single small and attractive enclosure designed for superior thermal performance in weather resistant applications. Offered in a choice of light output levels, finishes, and color temperatures with a range of mounting and light control accessories, 2" SSL Accent will perform as specified. It's aluminum construction and solid-state light source will provide years of efficient service.

Construction:

- Separately sealed optical chamber and integral driver chamber IP67
- Easy "two-screw" integral driver access, does not disturb optical chamber seal
- Epoxy encapsulated electrical wire pass-through anti-wicking barrier
- Flush lens prevents puddles/water deposits in upward facing applications
- Yoke mount provides 360° horizontal, 200° vertical adjustment
- Locking horizontal pivot system to yoke features all stainless steel construction for exceptional strength
- Knurled knob tool-less vertical aiming lock, with tamper-resistant tooled locking after final aiming
- Black satin polyester powder paint is standard, Type 3 marine-grade anodized finish optional
- Finned heat-sink housing provides exceptional thermal management

Optics:

Lumen maintenance: 70% @ 50,000 hours

Available in a variety of axial beams in combination with light shaping filters

HGS - Half external glare-shield field installable, 360° adjustable/lockable

Electrical:

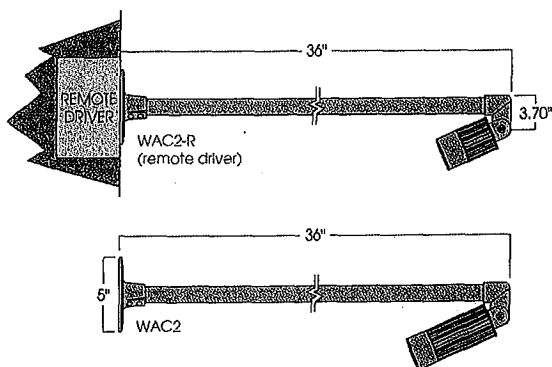
Input voltage 120v-277v auto-sensing

Dimmable at 120v only

Reverse phase ELV

Power consumption 10w

Labeling:



Ordering Information

Model #	CCT	Beam Spread		Finish	Accessories
WMA2	27 (2700)	Symmetric Filter	Asymmetric Filter	BK - Black BA - Black Anodized	HGS2 Half Glare Shield
WMA2-R	30 (3000)	15°, 20°	60x10		
	35 (3500)	30°, 40° 60°	60x30 90x60		

WMA2
LED



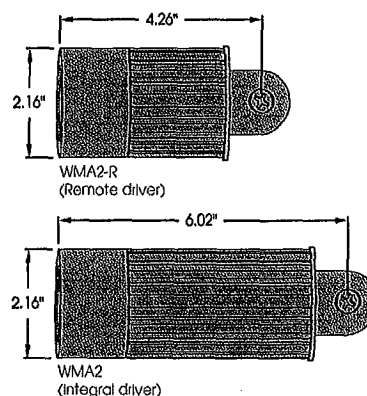
PROJECT:

TYPE:

10 year limited
warranty
AMERLUX LED



Electrostatic sensitive device.
observe precautions for handling



Part String

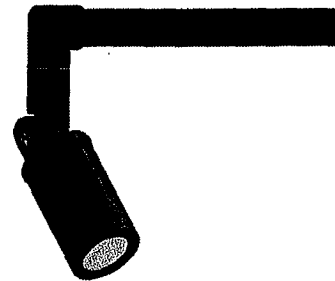
Example: WMA2 / 32 / 15 / BK

2" SSL WALL-MOUNT ACCENT

amerlux
GLOBAL LIGHTING SOLUTIONS
exterior

TYPE:

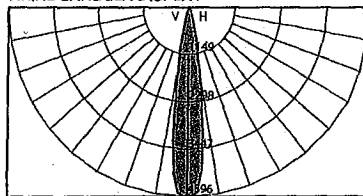
WMA2
LED



Data represents the use of light shaping filters
Complete photometric data (ies format) available upon request

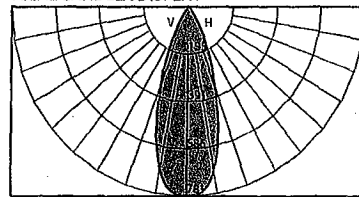
LUMINAIRE	LUMENS
WMA2-30-15	498
WMA2-30-30	378
WMA2-30-40	337
WMA2-30-60	328
WMA2-30-60X10	385
WMA2-30-60X30	345
WMA2-30-90X60	375

IES FLOOD REPORT
PHOTOMETRIC FILENAME : AC2-30-15.IES
AXIAL CANDELA DISPLAY



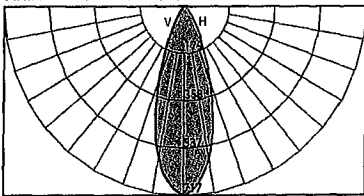
Maximum Candela = 4596.332 Located At Horizontal Angle = 1, Vertical Angle = 0
H - Horizontal Axial Candela
V - Vertical Axial Candela

IES FLOOD REPORT
PHOTOMETRIC FILENAME : AC2-30-30 FIXED.IES
AXIAL CANDELA DISPLAY



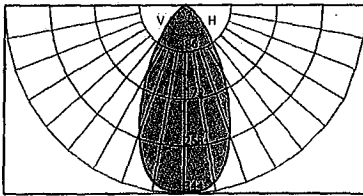
Maximum Candela = 781.19 Located At Horizontal Angle = 1, Vertical Angle = 1
H - Horizontal Axial Candela
V - Vertical Axial Candela

IES FLOOD REPORT
PHOTOMETRIC FILENAME : AC2-30-40 FIXED.IES
AXIAL CANDELA DISPLAY



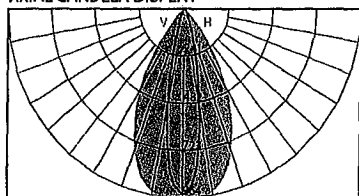
Maximum Candela = 716.649 Located At Horizontal Angle = 0, Vertical Angle = 0
H - Horizontal Axial Candela
V - Vertical Axial Candela

IES FLOOD REPORT
PHOTOMETRIC FILENAME : AC2-30-60 FIXED.IES
AXIAL CANDELA DISPLAY



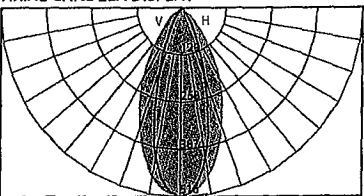
Maximum Candela = 344.443 Located At Horizontal Angle = 3, Vertical Angle = 3
H - Horizontal Axial Candela
V - Vertical Axial Candela

IES FLOOD REPORT
PHOTOMETRIC FILENAME : AC2-30-60X10 FIXED.IES
AXIAL CANDELA DISPLAY



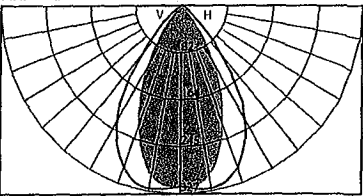
Maximum Candela = 964.386 Located At Horizontal Angle = 7, Vertical Angle = 0
H - Horizontal Axial Candela
V - Vertical Axial Candela

IES FLOOD REPORT
PHOTOMETRIC FILENAME : AC2-30-60X30.IES
AXIAL CANDELA DISPLAY



Maximum Candela = 515.805 Located At Horizontal Angle = 0, Vertical Angle = 0
H - Horizontal Axial Candela
V - Vertical Axial Candela

IES FLOOD REPORT
PHOTOMETRIC FILENAME : AC2-30-90X60.IES
AXIAL CANDELA DISPLAY



Maximum Candela = 327.191 Located At Horizontal Angle = 11, Vertical Angle = 5
H - Horizontal Axial Candela
V - Vertical Axial Candela

Notes:

DESCRIPTION

The McGraw-Edison Acura floodlight utilizes a soft-cornered aerodynamic design to provide excellent EPA ratings and an aesthetically pleasing appearance. Black polyester powder coat finish assures corrosion resistance and long-lasting aesthetics. U.L. listed for 40°C ambient temperature operation. CSA certified.

The Acura features a variety of optical designs which deliver maximum beam control for architectural facades, signage, monuments, airport aprons and building perimeters.

Catalog #		Type
Project		
Comments		Date
Prepared by		

SPECIFICATION FEATURES

Construction

LATCHES: Formed aluminum flush draw-action latches offer easy access to lamp compartment without tools and maintain integrity of seal when closed.
HOUSING: Aerodynamically designed die-cast aluminum housing has low EPA rating.
DOOR: Die-cast aluminum with integral cast hinges for removal without tools.

Electrical

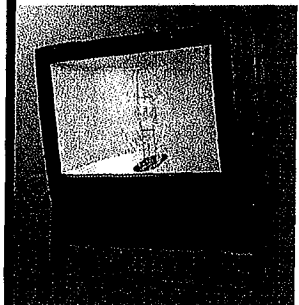
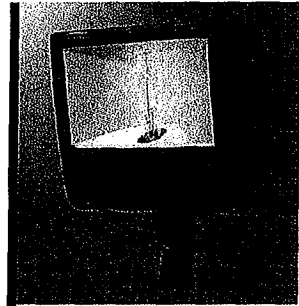
GASKET: Door gasket is closed-cell silicone, providing maximum protection of interior components from the elements.
BALLAST: Ballast components are mounted to a toolless removeable ballast tray with quick disconnect for easy maintenance.

Optical

LENS: Heat- and impact-resistant tempered glass. Lens is mounted flush with door surface to reduce wind drag and prevent dirt or moisture from accumulating.
REFLECTOR: Computer designed reflector systems deliver superior beam control and efficiency.

Mounting

SLIPFITTER MOUNT: Die-cast aluminum integral slipfitter mounts on 2 3/8" to 3" O.D. tenon. A degree-marked quadrant is cast in for easy and accurate aiming.
YOKE MOUNT: Heavy-duty (.25 minimum thickness) steel yoke, finished in black polyester powder coat, provides flexibility in mounting and aiming from a variety of surfaces.



"C"

AMF ACURA MEDIUM FLOOD

150 - 1000W

Pulse Start Metal Halide

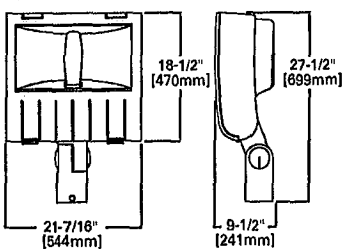
High Pressure Sodium

Metal Halide

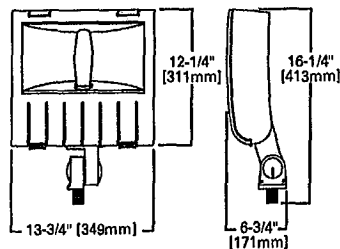
SLIPFITTER- OR YOKE-MOUNTED
FLOODLIGHT

DIMENSIONS

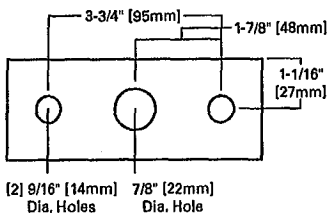
SLIPFITTER MOUNT



KNUCKLE MOUNT



DRILLING PATTERN FOR YOKE MOUNT



CERTIFICATION DATA

UL/cUL/CSA Wet Location Listed

ENERGY DATA

Hi-Reactance Ballast Input Watts
 150W MP HPF (185 Watts)

CWA Ballast Input Watts
 200W MP HPF (227 Watts) @
 250W HPS HPF (295 Watts)
 250W MP HPF (283 Watts) @
 320W MP HPF (361 Watts) @
 350W MP HPF (397 Watts) @
 400W HPS HPF (457 Watts)
 400W MP HPF (452 Watts) @
 750W HPS HPF (840 Watts)
 750W MP HPF (820 Watts)
 1000W MP HPF (1070 Watts)
 1000W MH HPF (1080 Watts)

EPA

Effective Projected Area: (Sq. Ft.)
 2.7 at 45° Tilt

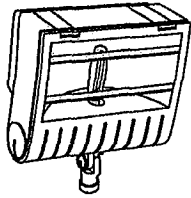
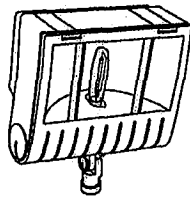
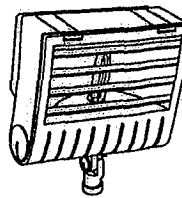
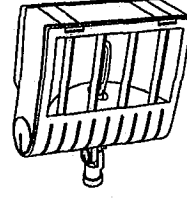
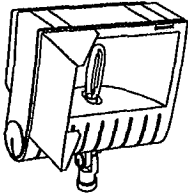
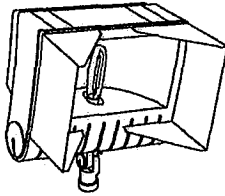
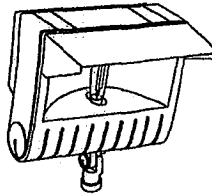
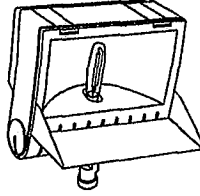
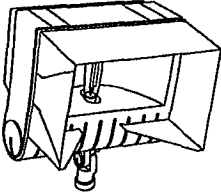
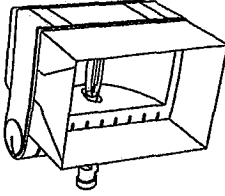
SHIPPING DATA

Approximate Net Weight:
 53 lbs. (24 kgs.)

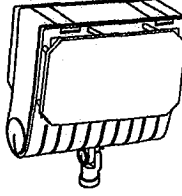
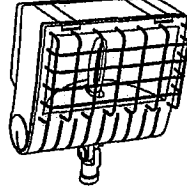
TD506004EN

2015-11-12 09:02:46

ACCESSORIES (LOUVER KITS, VISORS, VANDAL SHIELD AND WIRE GUARD)

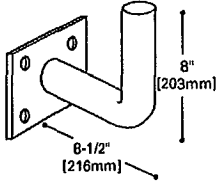
IL/AM/HOR=Horizontal Internal Louver Kit ¹
(Two Horizontal Louvers Shown)IL/AM/VET=Vertical Internal Louver Kit ¹
(Two Vertical Louvers Shown)IL/AM/HOR=Horizontal Internal Louver Kit ¹
(Four Horizontal Louvers Shown)IL/AM/VET=Vertical Internal Louver Kit ¹
(Four Vertical Louvers Shown)SV/AM-XX=Side Visor ²
(One Side Visor Shown)SV/AM-XX=Side Visor ²
(Two Side Visors Shown)TV/AM-XX=Top/Bottom Visor ²
(Top Visor Shown)TV/AM-XX=Top/Bottom Visor ²
(Bottom Visor Shown)SV/AM-XX=Side Visor ²
TV/AM-XX=Top/Bottom Visor ²SV/AM-XX=Side Visor ²
TV/AM-XX=Top/Bottom Visor ²

VS/AM=Vandal Shield

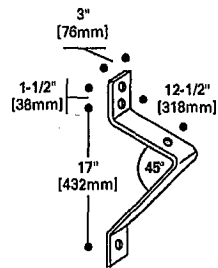
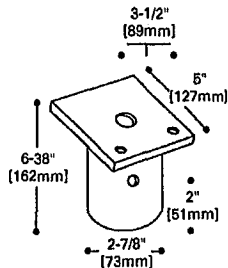
WG/AM=Wire Guard ³

NOTES: 1. Must specify horizontal or vertical. Each kit contains four louvers. 2. Each kit contains one visor only. 3. Must specify color.

MOUNTING ACCESSORIES

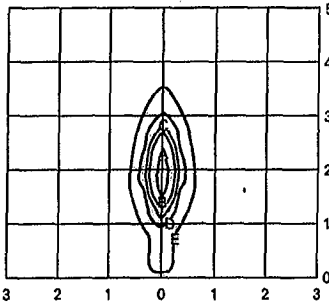
RAB (Right Angle Pipe Bracket for Slipfitter)
Fits 2-5/8" O.D. Tenon

SAB (Steel Angle Bracket for Yoke)

TYS (Slipfitter Adapter for Yoke)
Fits 2-3/8" O.D. Tenon

NOTE: Must specify color.

PHOTOMETRICS



AMF-F-320-MP-12
320-Watt MP
36,000-Lumen Clear Lamp
Beam Type-1H x 2V

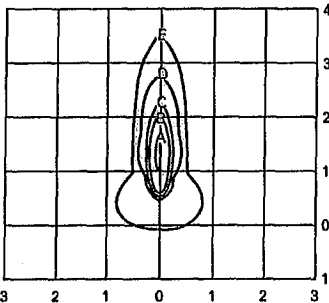
Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line. Distance in units of mounting height.

Mount Height	Footcandle Values for Isofootcandle Lines				
	A	B	C	D	E
20'	67.5	33.7	22.5	11.3	4.5
25'	43.2	21.6	14.4	7.2	2.9
30'	30.0	15.0	10.0	5.0	2.0
35'	21.9	10.9	7.3	3.6	1.5
40'	16.8	8.4	5.6	2.8	1.1

Floodlight Summary

Maximum Candela	281670 CD
Maximum Candela Vertical Angle	0°
Maximum Candela Horizontal Angle	0°
Field Lumens—10% of Maximum	11283
Field Efficiency—10% of Maximum	31.3%
Total Lumens	23124
Total Efficiency	64.2%



AMF-F-400-HPS-24
400-Watt HPS
50,000-Lumen Clear Lamp
Beam Type-2H x 4V

Footcandle Table

Select mounting height and read across for footcandle values of each isofootcandle line. Distance in units of mounting height.

Mount Height	Footcandle Values for Isofootcandle Lines				
	A	B	C	D	E
20'	67.5	33.7	22.5	11.3	4.5
25'	43.2	21.6	14.4	7.2	2.9
30'	30.0	15.0	10.0	5.0	2.0
35'	21.9	10.9	7.3	3.6	1.5
40'	16.8	8.4	5.6	2.8	1.1

Floodlight Summary

Maximum Candela	188420 CD
Maximum Candela Vertical Angle	0°
Maximum Candela Horizontal Angle	0°
Field Lumens—10% of Maximum	17459
Field Efficiency—10% of Maximum	34.9%
Total Lumens	34351
Total Efficiency	68.7%

Beam Availability + Lamp Position

Distribution	Lamp		
Type (H x V)	HPS	MH	MP
7 x 6	V	V	V
6 x 5 Cutoff		H	
6 x 2	H	H	H
5 x 5 Cutoff	H		
4 x 4	V		
4 x 3		V	V
2 x 3		V	V
1 x 2		V	V

NOTES: V=Vertical Lamp, H=Horizontal Lamp.

ORDERING INFORMATION

Sample Number: AMF-F-250-HPS-120-55-BZ

Product Family	Mounting Type	Lamp Wattage ¹		Lamp Type	Voltage ⁴	Beam Spread	Color
AMF=Acura Medium Flood	F=Slipfitter Mount	HPS	MP	HPS=High Pressure Sodium	120=120V	Horizontal Lamp	AP=Grey
	Y=Yoke Mount	250=250W 400=400W 750=750W MH ³ 175=175W 250=250W 400=400W 1000=1000W ³	150=150W 200=200W 250=250W 320=320W 350=350W ⁴ 400=400W 750=750W ⁴ 875=875W ⁴ 1000=1000W ³	MH=Metal Halide ² MP=Pulse Start Metal Halide	208=208V 240=240V 277=277V 347=347V 480=480V MT=Multi-Tap ⁶	55=5x5 Cutoff ⁷ 62=6x2 65=6x5 Cutoff ⁸ Vertical Lamp 12=1x2 ⁹ 23=2x3 ⁹ 43=4x3 ⁹ 44=4x4 ⁹ 76=7x6	BK=Black BZ=Bronze DP=Dark Platinum GM=Graphite Metallic WH=White
Options (Add as Suffix)				Accessories (Order Separately) ¹⁰			
F=Single Fuse (120, 277 or 347V) FF=Double Fuse (208, 240 or 480V) L=Lamp Included Q=Quartz Restrike ⁸ R=NEMA Twistlock Photocontrol Receptacle				IL/AM/VET=Vertical Internal Louver Kit ¹¹ IL/AM/HOR=Horizontal Internal Louver Kit ¹² OA/RA1016=NEMA Twistlock Photocontrol - Multi-Tap OA/RA1027=NEMA Twistlock Photocontrol - 480V OA/RA1201=NEMA Twistlock Photocontrol - 347V RAB-XX=Right Angle Pipe Bracket for Slipfitter SAB-XX=Steel Angle Bracket for Yoke SV/AM-XX=Side Visor TV/AM-XX=Top/Bottom Visor TYS-XX=Slipfitter Adapter for Yoke VS/AM=Vandal Shield WG/AM=Wire Guard			

Notes:

- All lamps are mogul-base.
- 175, 250 and 400W Metal Halide available for non-US markets only.
- Requires reduced envelope lamp.
- Available with horizontal optics only.
- Products also available in non-US voltages and 50Hz for international markets. Consult factory for availability and ordering information.
- Multi-Tap ballast is 120/208/240/277V wired 277V. Triple-Tap ballast is 120/277/347V wired 347V.
- Available in High Pressure Sodium only.
- Available in Metal Halide only.
- Limit to 150W maximum, quartz lamp only. Lamp not included.
- Replace XX with color suffix.
- 400W Metal Halide must use Vertical Louvers with vertical lamp positions unless reduced envelope lamp ED28 is used.
- 400W Metal Halide must use Horizontal Louvers with vertical lamp positions unless reduced envelope lamp ED28 is used.

4-1/2", 6" and 8" UP/DOWN WALL-MOUNT SQUARES

260 UD - 4-1/2" W, 14" H, 7-3/4" E, 7" Mtg.Ctr.

Incandescent lamping: Accepts two 75W Maximum Par30 lamps.

Fluorescent lamping: (-213Q/O) includes two 13W CF lamps with 120 Volt/NPF magnetic ballast or two 18W (-218QE/O) CF lamps with electronic 120 thru 277 Volt ballast, housed in secondary canopy (adds 2" to E dimension).

Please ADD desired Finish and Light Source codes to catalog number when ordering.

Example: 260 UD WH (Incandescent - no Light Source code required)

Available Options: T

261 UD - 6" W, 16" H, 9-1/4" E, 8" Mtg.Ctr.

Incandescent lamping: Accepts two 150W Maximum Par38 lamps.

Fluorescent lamping: (-213Q/O) includes two 13W or 22W (-222Q/O) CF lamps with 120 Volt/NPF magnetic ballast or two 26W (-226TE/O) CF lamps with electronic 120 thru 277 Volt ballast, housed in secondary canopy (adds 2" to E dimension). Also available with two 32W CF lamps (-232TE/O).

Please ADD desired Finish and Light Source codes to catalog number when ordering.

Example: 261 UD WH-222Q/O

Available Options: B, R, RT, T

288 UD - 8" W, 20" H, 11-1/4" E, 10" Mtg.Ctr.

Incandescent lamping: Accepts two 250W Maximum Par38 lamps.

Fluorescent lamping: (-213Q) includes two 13W or 28W (-228Q) CF lamps with 120 Volt/NPF magnetic ballast or two 26W (-226TE/O) CF lamps with electronic 120 thru 277 Volt ballast, housed in secondary canopy (adds 2" to E dimension). Also available with two 32W or 42W lamps (-232TE/O, -242TE/O).

Please ADD desired Finish and Light Source codes to catalog number when ordering.

Example: 288 UD WH-232TE/O

Available Options: B, R, RT, T

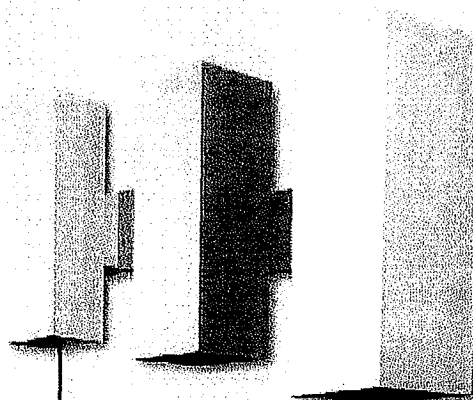
288T UD - 8" W, 20" H, 11-1/4" E, 10" Mtg.Ctr.

H.I.D. lamping: Supplied with Tempered Glass Lenses (top and bottom apertures). Includes two 50W, 70W or 100W High Pressure Sodium (-2H50/R, -2H70/R, -2H100/R) or Metal Halide (-2M50/R, -2M70/R, -2M100/R) medium-base lamps with remote-mounted (/R) dual-tap 120/277 Volt/HPF magnetic ballasts.

Please ADD desired Finish and Light Source codes to catalog number when ordering.

Example: 288T UD R WH-2M100/R (R suffix indicates optional reflector)

Available Options: QRS, R



"D"

Options & Accessories:

(add "suffix" to catalog number)

B - Black Milli-Groove

Baffle:

261 UD B,
288 UD B



R - Specular

Aluminum

Reflector:

261 UD R,
288 UD R,
288T UD R



RT - Specular

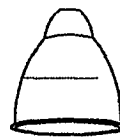
Aluminum

Reflector and

Tempered

Glass Lens:

261 UD RT,
288 UD RT



T - Tempered Glass Lens:

(Required for exposed outdoor locations)

260 UD T,
261 UD T,
288 UD T



QRS - Quartz Re-Strike:

(mini-cand lamp by others)

288T UD QRS,
288T UD R QRS

PLEASE NOTE: Baffle not available in combination with Reflector or Tempered Glass Lens.

Standard Finishes: Black (BL), Dura-Bronze (DB), White (WH).

For alternate finishes and custom color matching, please consult factory.

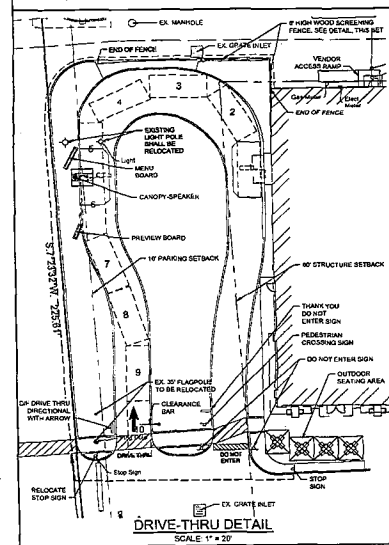
PROPERTY OWNER OF RECORD: DIERBERGS FOUR SEASONS, INC.
 PROPERTY ADDRESS: 100 FOUR SEASONS SHOPPING CENTER
 CHESTERFIELD, MO 63017
 PROPERTY AREA: 8.29 AC.
 LOCATOR NUMBERS: ADJUSTED LOT 2: 160210783 & 160220719
 PORTION OF ADJUSTED LOT 1: 160220690
 FIRE DISTRICT: HONARDY
 SCHOOL DISTRICT: PARKWAY
 UTILITIES: MSO
 MISSOURI AMERICAN WATER
 LAKEIDE GAS
 AMICEN MO
 CHARTER COMMUNICATIONS
 AT&T
 ADJUSTED LOT 1 - C-2
 ADJUSTED LOT 2 - PC
 PER ZONING CODE REGULATIONS
 APPROX. 20% OF TOTAL SITE ACREAGE
 FLOOR AREA RATIO: 25%

NOTES:
 1. GRADING SHALL BE PER CITY OF CHESTERFIELD STANDARDS.
 2. GRADING & DRAINAGE SHALL BE PER CITY OF CHESTERFIELD & MSD STANDARDS.
 3. SLOPES SHALL NOT EXCEED 3:1 SLOPE UNLESS SUPPORTED BY GEOTECHNICAL INVESTIGATION.
 4. STORMWATER SHALL BE DISCHARGED AT AN ADEQUATE NATURAL DISCHARGE POINT. SWIMPOLES ARE NOT ADEQUATE NATURAL DISCHARGE POINTS.
 5. IMPERVIOUS AREA SHALL BE DECREASED FROM EXISTING CONDITIONS:
 PRE-DEVELOPED IMPERVIOUS AREA = 7.21 AC
 POST-DEVELOPED IMPERVIOUS AREA = 7.21 AC
 6. SIGNAGE SHALL ADHERE TO THE CITY CODE AND SHALL BE REVIEWED AND APPROVED BY THE CITY OF CHESTERFIELD BY A SEPARATE PROCESS.
 7. EXISTING UTILITY CONNECTIONS SHALL BE UTILIZED.
 8. PER FEMA FLOOD INSURANCE RATE MAP NUMBER 201600170K, DATED FEBRUARY 4, 2015, THE SITE IS WITHIN ZONE X. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
 9. ALL FUTURE UTILITIES SHALL BE INSTALLED UNDERGROUND.

PARKING CALCULATIONS:

SOFT	Classification	Spd'd Parking	Parking Allocation
5,034	Fast Food (Casual)	15/1000	75.5
9,000	Restaurant, Sit Down	12/1000	108.0
261	Elevator/Common Area	0/1000	0.0
10,335	Retail, Neighborhood**	4/1000	41.4
4,040	Drugstore and Pharmacy	4/1000	16.2
2,375	Recreational Facility	3.3/1000	7.8
3,575	Barber or Beauty Salon	3/1000	11.9
1,800	Dry Cleaning Establishment	3.3/1000	5.9
3,382	Veterinary Clinic	3/1000	11.2
5,403	Grocery, Community	4/1000	21.6
1,550	Office, General	4/1000	6.0
7,712	Office, General	3.3/1000	25.4
575	Laboratory, Professional	2.5/1000	1.4
35,196	Bowling Center, 40 Lines	4 per lane	160.0
TOTAL PARKING SPACES REQUIRED			498
-20% ALLOWED REDUCTION (100 SPACES)			308
TOTAL EXISTING SPACES ON LOT 2			470
SPACES TO BE ELIMINATED BY PROPOSED WORK			-33
TOTAL PROPOSED REMAINING SPACES			437
SURPLUS OF 39 SPACES			

** RETAIL, NEIGHBORHOOD DOES NOT HAVE SPACES GREATER THAN 4,000 SF

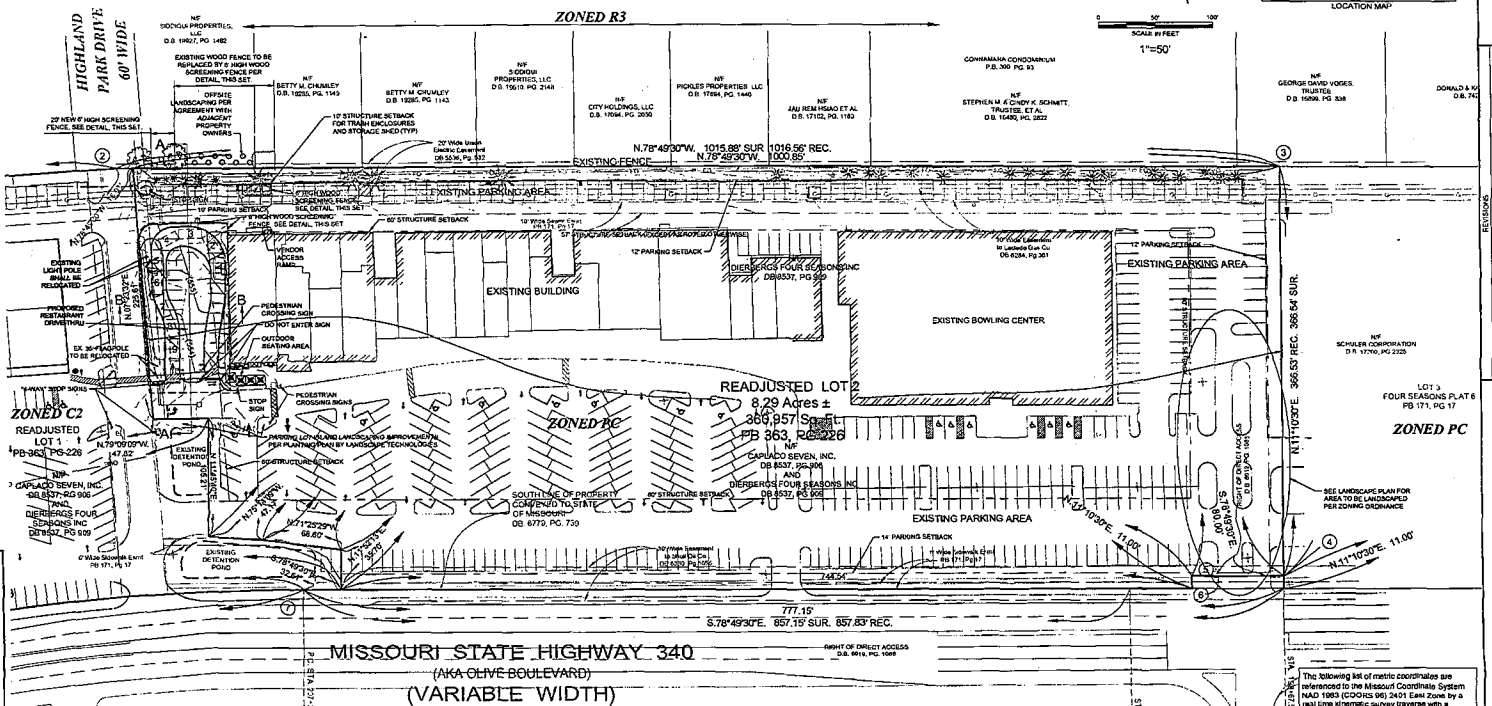


AMENDED SITE DEVELOPMENT PLAN

FOUR SEASONS SHOPPING CENTER

READJUSTED LOT 2

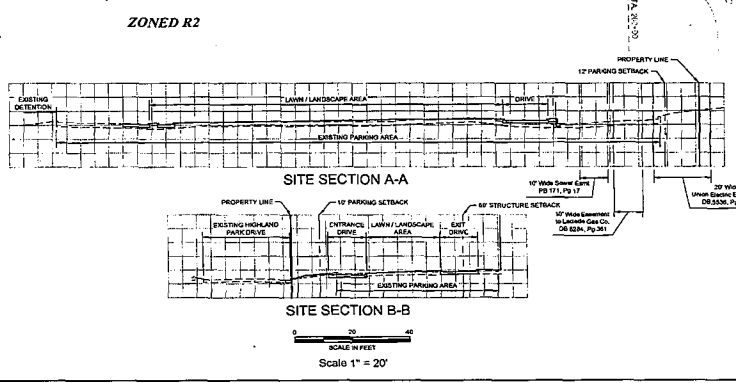
A tract of land being Readjusted Lot 2 of "FOUR SEASONS CENTER", a Boundary Adjustment according to the plat thereof, recorded in Plat Book 363, Page 226 of the St. Louis County Records, situated within Lot 2 of Share 1, Lot 3 of Share 2 and Lot 5 of Share 3 of the Missouri Stevens Estate, in U.S. Survey 207, Township 46 North, Range 5 East, in the City of Chesterfield, St. Louis County, Missouri



PROPERTY DESCRIPTION
 (Readjusted Lot 2)

A tract of land being Adjusted Lot 2 and part of Adjusted Lot 1 of "Boundary Adjustment of Lots 1 and 2 of Four Seasons Plat 6", a Boundary Adjustment according to the plat thereof, recorded in Plat Book 361, Page 58 of the St. Louis County Records, situated within Lot 2 of Share 1, Lot 3 of Share 2 and Lot 5 of Share 3 of the Missouri Stevens Estate, in U.S. Survey 207, Township 46 North, Range 5 East, in the City of Chesterfield, St. Louis County, Missouri, being more particularly described as follows:

Commencing at a point on the Western right of way line of Missouri State Highway 340 (also known as Woods Mill Road, variable width) at the Southeast corner of said Adjusted Lot 1; thence Northwesterly, along the Southern line of said Adjusted Lot 1, North 82 degrees 36 minutes 28 seconds West, 790.91 feet; thence North 78 degrees 49 minutes 30 seconds West, 15.03 feet to the Point of Beginning of the tract of land herein described; thence Northwesterly, continuing along the Southern line of said Adjusted Lot 1 and the Southern line of Adjusted Lot 2 thereof, North 78 degrees 49 minutes 30 seconds West, 1000.85 feet to the Southeast corner of Lot 3 of "Four Seasons Plat 6", a Subdivision according to the plat thereof, recorded in Plat Book 171, Page 17 of the St. Louis County Records; thence Northwesterly, along the Eastern line of said Adjusted Lot 1 and the Southern line of Adjusted Lot 2 thereof, North 78 degrees 49 minutes 30 seconds West, 364.54 feet to a point on the Southern line of a tract of land conveyed to the State of Missouri for the widening of Missouri State Highway 340, also known as Olive Street Road, variable width) by deed recorded in Deed Book 6919, Page 1088 of the St. Louis County Records; thence along the Southern line of said tract, South 78 degrees 49 minutes 30 seconds East, 80.00 feet to the Southeast corner thereof; thence along the Eastern line of said tract, North 11 degrees 10 minutes 30 seconds East, 1.00 foot to a point on the Southern line of a tract of land conveyed to the State of Missouri, for the widening of said Missouri State Highway 340, by deed recorded in Deed Book 6779, Page 739 of the St. Louis County Records; thence Southeasterly, along said Southern line, South 78 degrees 49 minutes 30 seconds East, 744.54 feet to the Northwest corner of Adjusted Lot 1, as aforementioned; thence Southeasterly, along the Western line of said Adjusted Lot 1, South 11 degrees 32 minutes 13 seconds West, 35.70 feet; thence South 71 degrees 25 minutes 29 seconds East, 68.60 feet; thence South 73 degrees 14 minutes 09 seconds East, 47.17 feet; thence South 11 degrees 45 minutes 40 seconds West 105.21 feet; thence Southeasterly, continuing along the Western line of said Adjusted Lot 1 and its Southeasterly prolongation, South 79 degrees 09 minutes 09 seconds East, 47.82 feet to a point; thence South 07 degrees 23 minutes 32 seconds West, 225.61 feet to the point of beginning, containing 8.29 acres, more or less (340,957 square feet).



The following list of metric coordinates are referenced to the Missouri Coordinate System, NAD 1983 (CGCS 86) 2471 East Zone IV, a well defined astronomic survey traverse with a traverse 5500 feet to Station MCSI of the Missouri Department of Transportation (MoDOT) CHSD's Network. The average spheroid factor = 0.9992558

STATE PLANE COORDINATES

POINT	NORTHING (meters)	EASTING (meters)
1	316724.611	250028.146
2	315722.950	249788.742
3	315599.302	249484.295
4	315519.148	249564.627
5	315914.711	249528.002
6	315919.007	249529.212
7	315874.897	249782.116
8	315870.289	249950.513
9	315862.243	249870.832
10	315876.536	249907.165
11	315846.053	250001.760
12	315854.887	250044.129
13	315822.073	249970.284
14	315753.784	249784.237
15	315824.644	249779.918
16	315656.114	249784.077
17	315650.611	249770.131
18	315860.023	249780.233
19	315876.707	249752.343

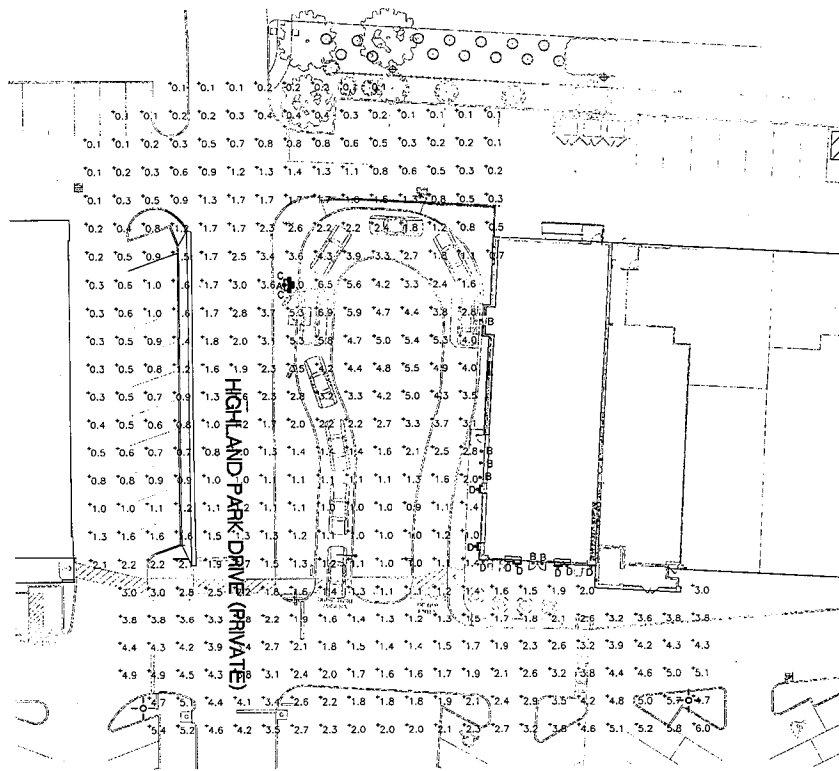
REVISIONS

NO.	DATE	DESCRIPTION
1	01/15/2018	Initial Design
2	02/15/2018	Final Design

DESIGNED BY: CAPITOL LAND COMPANY
DRAWN BY: CAPITOL LAND COMPANY
CHECKED BY: CAPITOL LAND COMPANY
APPROVED BY: CAPITOL LAND COMPANY

PROJECT NUMBER: 95128.6
DATE: 2/15/2018
SCALE: 1" = 20'

FOUR SEASONS - READJUSTED LOT 2



STATISTICS					
Description	Symbol	Avg	Max	Min	Max/Min
DRIVE UP AREA	+	2.0 fc	6.9	0.1 fc	69.0:1

PHOTOMETRIC STATISTICS BASED ON ALL EXISTING POLE LIGHTS, NEW POLE LIGHT AND NEW WALL MOUNTED FIXTURES

LIGHTING FIXTURE SCHEDULE					
Type	Manufacturer	Catalog Number (Data 1)	Lamp(s) (Quantity/Type)	MOUNTING	NOTES
A	Modern Exterior	FCB-100-100-100-100-100-100	(1) 100W	POLE MOUNTED	10' MOUNTED AT 50' AFF
B	Modern Exterior	FCB-100-100-100-100-100-100	(1) 100W	POLE MOUNTED	10' MOUNTED AT 50' AFF
C	Modern Exterior	FCB-100-100-100-100-100-100	(1) 100W	POLE MOUNTED	10' MOUNTED AT 50' AFF
D	Modern Exterior	FCB-100-100-100-100-100-100	(1) 100W	POLE MOUNTED	10' MOUNTED AT 50' AFF

LANDSCAPE GUIDELINE SPECS:		GENERAL:	
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
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L-1 PLANTING PLAN FOR THE PROPOSED Panera Bread CHESTERFIELD, MISSOURI	 HAROLD R. HARVIS MISSOURI LANDSCAPE ARCHITECT 000000 DATE: 5/26/8	landscape TECHNOLOGIES 61 Jacobs Creek Drive St. Charles, Missouri 63305 Tel: (636) 234-1200 Fax: (636) 234-1201 E: info@landscape-tech.com Web: www.landscape-tech.com
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REVISIONS	BY
02/25/18	WPH
02/25/18	WPH
04/06/18	WPH
04/06/18	WPH

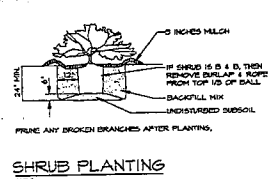
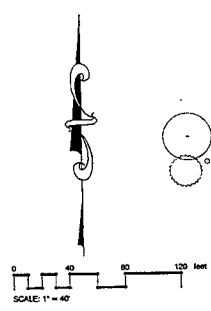
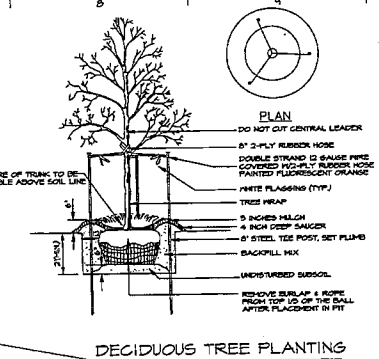
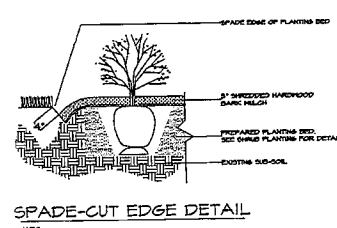
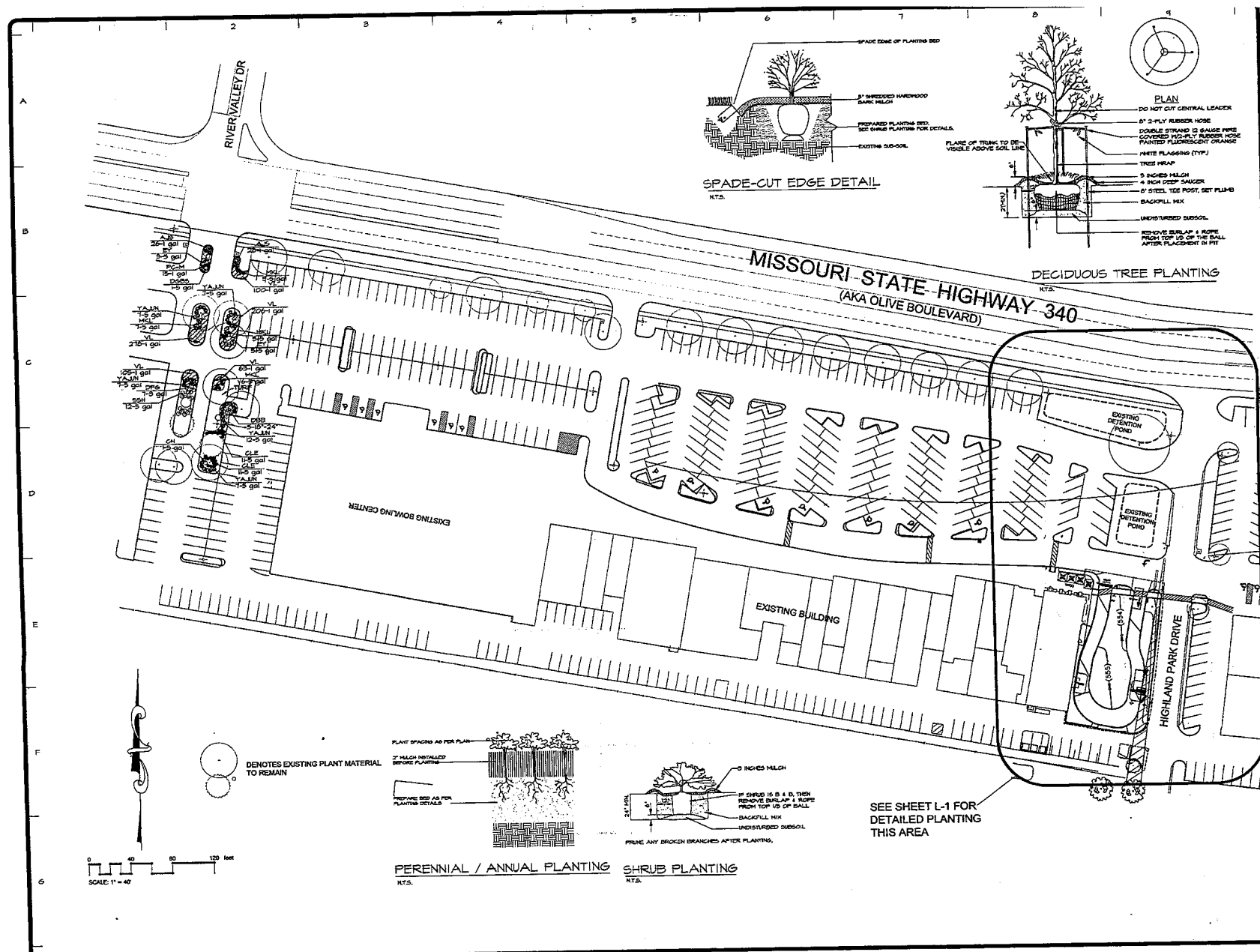
landscape
TECHNOLOGIES

11100 N. W. 11th St., Suite 100
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Fax: (305) 555-1112
www.landscape-technologies.com

REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT
STATE OF FLORIDA
No. 12500
DATE: 12/1/17

PLANTING PLAN FOR THE PROPOSED
Panera Bread
CHESTERFIELD, MISSOURI

DRAWN	WPH
CHECKED	WPH
DATE	1/18
SCALE	1"=40'
TITLE	PLANTING PLAN
SHEET	L-2



SEE SHEET L-1 FOR
DETAILED PLANTING
THIS AREA

SCALE: 1" = 2'-0"

SCALE: 1" = 2'-0"

SCALE: 1" = 2'-0"

SCALE: 1" = 2'-0"

SCALE: 1" = 2'-0"

SCALE: 1" = 2'-0"

SCALE: 1" = 2'

SCALE: 1" = 2'-4"

Captaco Sewers, Inc., the owner(s) of the property shown on this plan for and in consideration of being granted approval of said plan to develop property under the provisions of Section 03.04.C, "PC-Planned Commercial District of City of Chesterfield Unified Development Code, so hereby agree and declare that said property from the date of recording this plan shall be developed only as shown thereon, unless said plan is amended by the City of Chesterfield, or voided or vacated by order of ordinance of the City of Chesterfield Council.

Signature:

Name Typed: George K. Capps, President

State of _____ }
County of _____ } ss

On this _____ day of _____, A.D., 20____, before me personally appeared _____, to me known, who, being by me sworn in, did say that he/she is the _____ of Castro Seven, Inc., a corporation in the State of Minnesota, and that he said affixed to the foregoing instruments is the corporate seal of said corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and the said _____ acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial Seal at my Office in _____, the day and year last above written.

My term expires

Cherbourg Four Seasons, Inc., the owner(s) of the property shown on this plan for and in consideration of being granted approval of said plan to develop property under the provisions of Section 03.04C, "P.C." Planned Commercial District of City of Chesterfield Unified Development Code, do hereby agree and declare that said property from the date of recording this plan shall be developed only as shown thereon, unless said plan is amended by the City of Chesterfield, or waived or vacated by order of ordinance of the City of Chesterfield Council.

Signature: _____

Name Typed: Robert J. Dierberg, Chairman

State of _____)
County of _____)S

On this _____ day of _____ A.D. 20____, before me personally appeared _____, of _____, a _____, known to me, known, who, being by me sworn in, did say that he/she is the _____ of _____ of **Perkins Four Seasons, Inc.**, a corporation in the State of **Massachusetts**, and that the seal affixed to the foregoing instruments is the corporate seal of said corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and the said _____ acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial Seal at my Office in _____, the day and year last above written.

My term expires _____

This Site Development Plan was approved by the City of Chesterfield Planning Commission and duly verified on the _____ day of _____, 20____, by the Chairperson of said Commission, authorizing the recording of this Site Development Plan pursuant to Chesterfield Ordinance Number 200, as attested to by the Planning and Development Services Director and the County Clerk.

Amree Nasir, AICP
Planning and Development Services Director
City of Chesterfield, Missouri

Vickie Hase, City Clerk,
City of Chesterfield, Missouri

the clayton
engineering
company, inc.

ENGINEERS • SURVEYORS • PLANNERS
206 WELSON INDUSTRIAL COURSE
ST. LOUIS, MISSOURI 63116
(314) 992-8228 FAX (314) 992-4848 www.cyc.com
A. J. Jurek - Pres. Engineer's #000587 & Prof. Surveyor's #000614
Bob E. Paul Reg. Prof. Designer & Engineering Corp. #1006873

REVISED										F.R.		SUR	
5													
ALC. CSE. 40000124.1 MACHINE Development Report Summary Issues Log										POTTER		MARCH 12 AM BY: DROST	

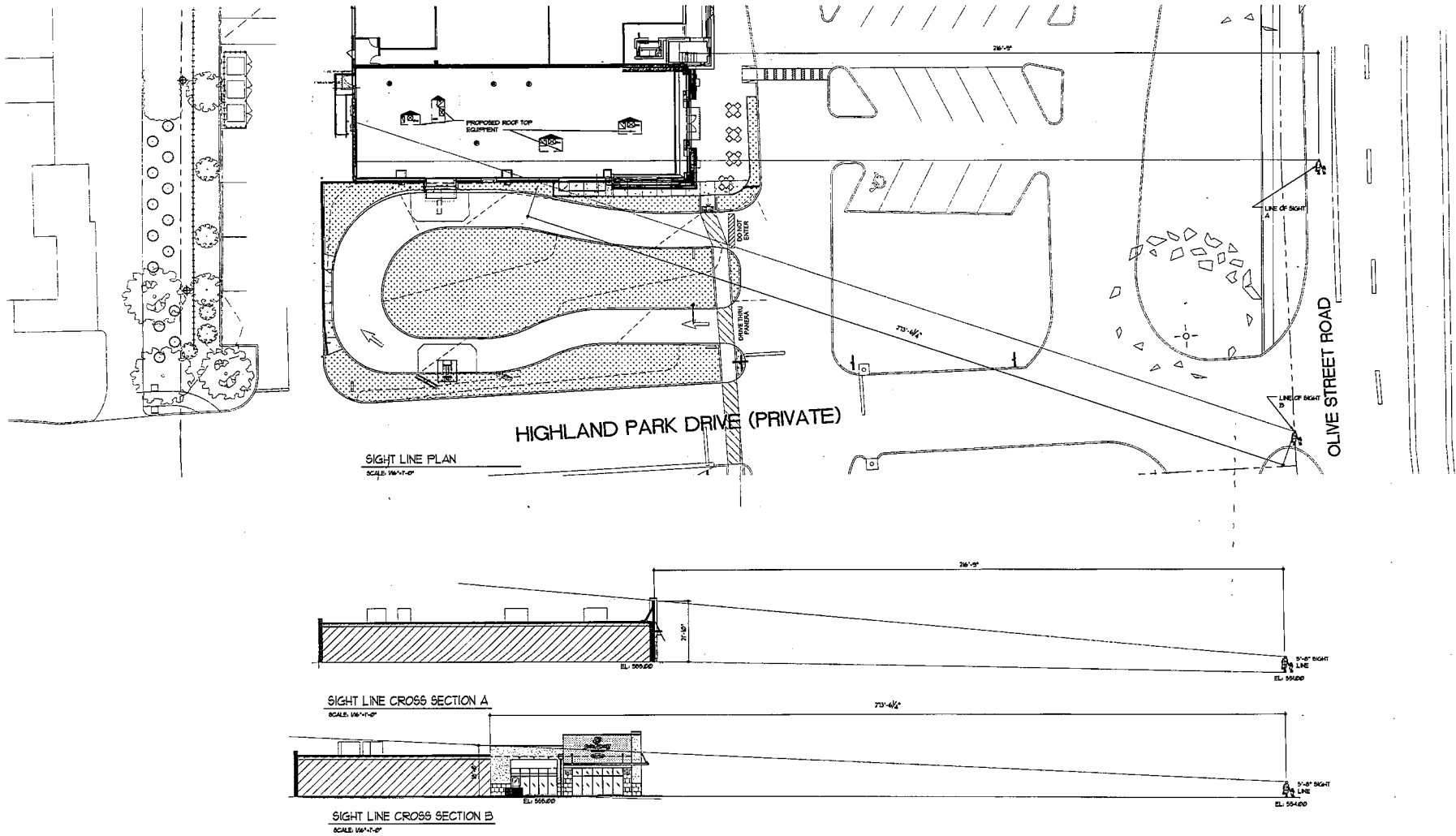
CAPITOL LAND COMPANY
11850 Studi Avenue
St Louis, Missouri 63141
(314) 991-8900

Prepared for:

State of Texas
Professional Engineer
MICHAEL STALEY
NUMBER
E-28946

Designed	GMS
Drawn	GMS
Checked	GMS
Date	2/10/2016
Project Number	95128.6
Sheet Number	

3 of 3



Another
Capitol Land
Development

SIGHT LINE STUDY 4 SEASONS SHOPPING CENTER

III.B

DATE: February 16, 2016

TO: Michael G. Herring, ICMA-CM
City Administrator

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

RE: Missouri Highways and Transportation Commission
Road Relinquishment Agreements
Elbridge Payne Road and Torreador Drive

*SEE BILL #
3081
✓ MOD
2/15/16*

The Missouri Department of Transportation (MODOT) has requested that the City of Chesterfield accept maintenance of two recently constructed roadways – Torreador Drive and Elbridge Payne Road – as detailed in the attached letter from MODOT Area Engineer Karen Yeomans.

The northern 600 feet of Torreador Drive was reconstructed as part of the Missouri Route 141 Project. MODOT is requesting that this portion of Torreador Drive be maintained by the City of Chesterfield, as the City currently maintains Torreador Drive from the MODOT right of way to the cul-de-sac dead end. The City Staff has no objections to accepting maintenance of this roadway, as Torreador Drive is a local road already maintained by the City of Chesterfield. Entering into the attached Road Relinquishment Agreement will result in the City of Chesterfield maintaining Torreador Drive from the cul-de-sac dead end to the Olive Boulevard right of way. *[Handwritten checkmark]*

A portion of Elbridge Payne Road was recently reconstructed as part of the Mercy development project. MODOT is requesting that the City of Chesterfield maintain Elbridge Payne south of the entrance / exit to Clarkson Road. The City Staff has no objections to accepting maintenance of this roadway as Elbridge Payne is a local road already maintained by the City of Chesterfield. Entering into the attached Road Relinquishment Agreement will result in the City of Chesterfield maintaining Elbridge Payne Road from Chesterfield Parkway to just southeast of the entrance / exit to Clarkson Road. As Mercy constructs additional improvements there will be further improvements to Elbridge Payne Road and South Outer I-64. When these improvements are completed MODOT will request that the City of Chesterfield maintain additional pavement north of terminus in the proposed Relinquishment Agreement. However, the portion of Elbridge Payne Road north of the Clarkson exit / entrance is NOT part of this Relinquishment Agreement and will remain a MODOT roadway. *[Handwritten checkmark]*

Action Recommended

This matter should be forwarded to Planning and Public Works Committee for consideration of the attached Roadway Relinquishment Agreements on Elbridge Payne Road and Torreador Drive. Should the PPW Committee recommend in favor of these Agreements, the Agreements should be forwarded to City Council for approval.

cc: Michael O. Geisel, Director of Public Services

*OK'd
JAH 2/17/16*



Missouri Department of Transportation

St. Louis District
Gregory J. Horn, District Engineer

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

James Eckrich
Public Works Director
City of Chesterfield
690 Chesterfield Parkway W
Chesterfield, MO 63017

Re: Road Relinquishment Agreements
Route 340 Outer Road (Elbridge Payne Road)
Toreador Drive

Dear Mr. Eckrich:

Enclosed are two Road Relinquishment Agreements between MoDOT and the City of Chesterfield for the Route 340 outer road (Elbridge Payne Road) and Toreador Drive. Over the past several months I have been in discussions with Mike Geisel and yourself regarding the transfer of these roadways and on October 23, 2015 received a letter from the city stating that the city would recommend favorably accepting these two roadways.

The Route 340 outer road currently connects to a city maintained street, Elbridge Payne Road and serves the new Mercy building. Toreador was reconstructed during the Route 141 relocation and also connects to a city maintained street that serves the West Hills subdivision.

If the city still agrees to accept these roads into your system, please execute the enclosed agreements and return three originals to MoDOT for our records. Please include a copy of the ordinance enacted by the city to execute the agreement and make sure all applicable signature lines are completed.

Please let me know if you have any questions.

Sincerely,

Karen Yeomans

Karen Yeomans, PE
Area Engineer, Southwest St. Louis County



Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.

www.modot.org

City Council Memorandum

Department of Public Services

MBH
3/15/16



To: Michael Herring, City Administrator
From: Aimee Nassif, Planning and Development Services Director
Date: March 11, 2016
CC Date: March 21, 2016
RE: **P.Z. 13-2015 Chesterfield Valley Square (Burgundy Arrow, LLC):** A request for a zoning map amendment from a "PI" Planned Industrial District to a "PC" Planned Commercial District for a 6.07 acre tract of land located south of Chesterfield Airport Road west of Public Works Dr. (17U230320).

Burgundy Arrow, LLC, has submitted a request for a zoning map amendment from a "PI" Planned Industrial District to a "PC" Planned Commercial District for a 6.07 acre tract currently developed as a multi-tenant center. The request for the zoning change came after a business license for a hair salon was denied as the industrial district regulations do not permit the use.

A Public Hearing for this request was held at the January 11, 2016, City of Chesterfield Planning Commission meeting. Issues pertaining to use restrictions (auto sales and kennels restricted to indoor use only), open space, and hours of operation were raised. These items were discussed and additional information provided at the vote meeting held on February 8, 2016. The Planning Commission recommended approval of a modification to the open space requirement to allow 33% in lieu of the 35% requirement by a vote of 8-0. The Commission recommended approval of the zoning map amendment with the modification by a vote of 8-0.

The project was reviewed by the Planning and Public Works Committee on February 18, 2016 where discussions about the appropriateness of commercial zoning in this area were held. After much discussion the committee made a motion to move the project forward to City Council as presented with no recommendation and the City Attorney is reviewing the case for alternatives to permit the "barber and beauty shop" without a change to the zoning district itself.

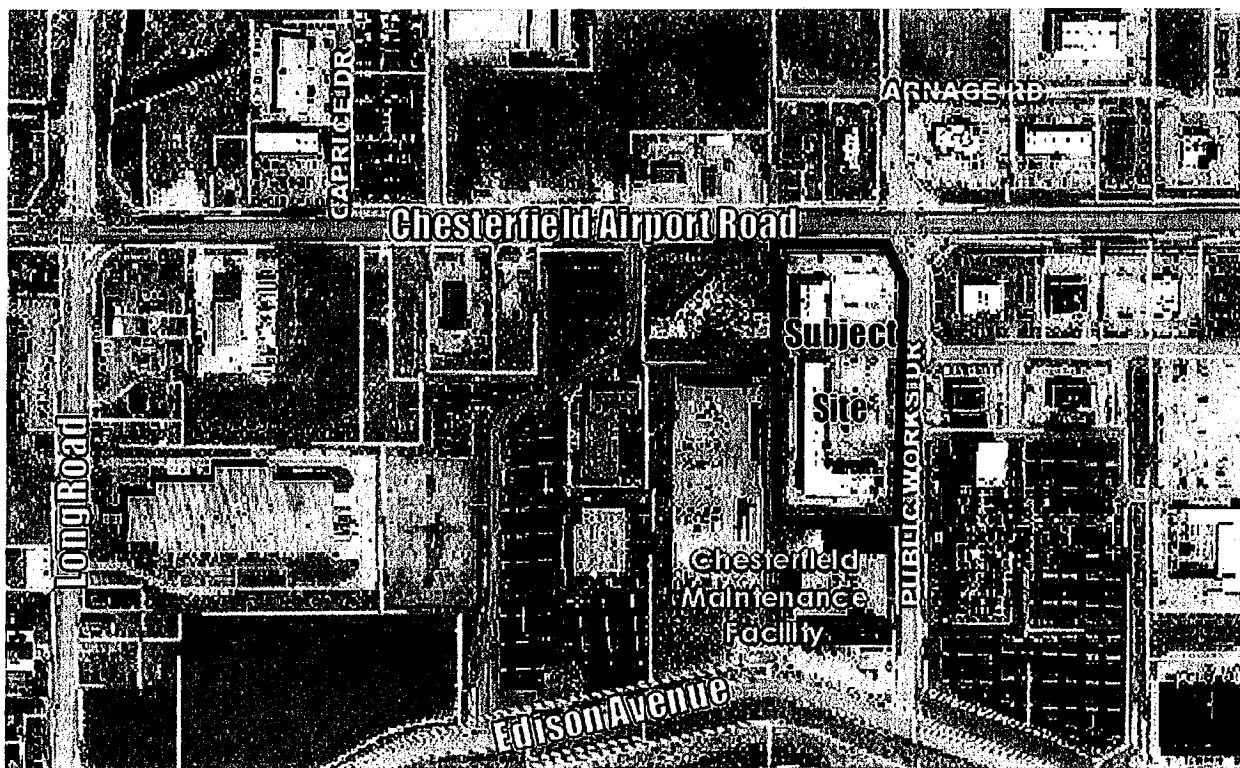
For informational purposes, the location of industrial areas within the City of Chesterfield is discussed in the Comprehensive Plan by Plan Policy 3.5.1 which, in part, states, "Specifically, low-intensity industrial use is encouraged west of Long Road."

Encouragement of industrial zoning west of Long Road was later incorporated into the "PC" Planned Commercial District in 2009. The language approved by the City Council on June 1, 2009 via Ordinance 2527 is provided below and provides the geographic area (underlined) to encourage industrial land uses.

"The following light industrial type uses may be permitted and established in the site specific ordinance within a PC District for properties within the area known as Chesterfield Valley and specifically located west of Long Road, bordered on the north by the City of Chesterfield city limits and bordered on the south by Central Midland Railroad..."

The request was on the agenda for the March 7, 2016 City Council meeting. The project was held at that time at the request of the petitioner.

Attached to the legislation, please find a copy of an enlarged zoning map, the Attachment A and Preliminary Plan as recommended by the Planning Commission.



SEE BILL #
3075
✓ M618
3/15/16

RESOLUTION NO. 420 – APPROVES ANNUAL CONTRACT WITH STAGES – ST. LOUIS/ST. LOUIS CIVIC ORCHESTRA

As noted within the MEMO attached to this RESOLUTION, prepared by Libbey Tucker, Community Services/Economic Development Director, we are asking City Council to approve CONTRACTS with both **Stages – St. Louis and the St. Louis Civic Orchestra**. This is an annual occurrence, following the adoption of the City's annual operating budget, which contains funding for both entities. While "house-keeping" in nature, **this RESOLUTION does spell out a variety of services/benefits to be provided to Chesterfield citizens, throughout the coming year.**

If you have any questions, please contact Ms. Tucker or me, PRIOR to Monday's meeting.

RESOLUTION NO. 420

A RESOLUTION TO APPROVE CONTRACTS WITH STAGES ST. LOUIS AND THE ST.
LOUIS CIVIC ORCHESTRA FOR PERFORMING ART SERVICES

WHEREAS, the City wishes to enter into a contract with Stages St. Louis and the St. Louis Civic Orchestra for performing art services, and;

WHEREAS, the City Council has budgeted certain monies for these services, and;

WHEREAS, the City Council has determined that it is in the best interest of the City and its citizens that these cultural agencies be engaged to provide performing art services to benefit the residents of Chesterfield.

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

1. That the City of Chesterfield hereby agrees to contract with Stages St. Louis and the St. Louis Civic Orchestra for performing art services as detailed in the attached contracts;
and
2. That the City Administrator shall be authorized to execute said contract in a form similar to that as attached Exhibits A & B; and
3. That this Resolution shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of March 2016.

Bob Nation, Mayor

ATTEST:

Vickie Hass, City Clerk

**ARTS CONTRACT BETWEEN THE
CITY OF CHESTERFIELD, MISSOURI AND STAGES ST. LOUIS**

This Arts Contract ("Contract") made and entered into on this ____ day of March 2016, by and between the City of Chesterfield (hereinafter referred to as "City") and STAGES ST. LOUIS, a Missouri Not-for-Profit Corporation (hereinafter referred to as "STAGES").

The City, by and through its City Council, enters into this agreement with STAGES for the purpose of providing quality and diverse programming of the performing arts; to promote performing arts; and to provide performing arts education in the City of Chesterfield, Missouri and related events under the terms and conditions described herein.

NOW THEREFORE in consideration of the promises, agreements, covenants, and warranties set forth herein, the parties hereto agree as follows:

Section 1. Scope of Services.

STAGES shall perform the following services that shall be available to all the residents of the City during 2016:

- A. Performing Arts. STAGES promotes the performing arts through three mainstage productions at the Robert G. Reim Theatre in Kirkwood, an annual Theatre for Young Audiences (TYA) production at the Playhouse at Westport Plaza in Maryland Heights, and five STAGES Performing Arts Academy productions at the Kent Center for Theatre Arts in Chesterfield.

Additional performances throughout the St. Louis region (including the City of Chesterfield) will be presented by Triple Threats and Triple Threats Teens, two Advanced Musical Theatre Performance Groups led by the STAGES Performing Arts Academy. Dependent upon group availability.

STAGES will offer Chesterfield residents a 25% discount for "preview performances" of each of its three annual Mainstage productions at the Robert G. Reim Theatre in Kirkwood.

STAGES will offer up to ten complimentary tickets per production (three Mainstage productions & Theatre for Young Audiences) to the City of Chesterfield. These can be used for Councilmembers and/or City guests.

- B. Educational Programs. At its Performing Arts Academy in the City of Chesterfield, STAGES will offer performing arts classes for all ages during its spring, summer, and fall 2016 sessions. Curriculum will include core classes in the areas of voice, dance, and drama.

The Academy also offers both Access the Arts (performing arts education for students with physical, developmental, or cognitive delays) and Urban Arts Initiative (performing arts education for schools where arts funding has been drastically cut or gotten rid of altogether). Additionally, the Academy hosts the Stories@STAGES program (free interactive reading and performance and dramatic play activities for preschool or early elementary aged children) and Scouting Workshops (opportunities for hundreds of Girl and Boy Scouts to earn their performing arts badges).

STAGES will offer Chesterfield Residents a 10% discount on all Academy classes and summer camps (not including private lessons).

Any student from the St. Louis region that can demonstrate financial need is eligible for a STAGES Performing Arts Academy scholarship. These scholarships will also extend to Chesterfield area students who can demonstrate financial need.

- C. Community Events. STAGES will present performing arts and/or educational components for various City of Chesterfield community events in 2016. Dependent upon availability.

The STAGES Performing Arts Academy will present *James and the Giant Peach JR.* at the Chesterfield Amphitheater on June 30, 2016. The production will feature members of the Academy's performance group, Triple Threats.

STAGES will host a Live Art Workshop at either the Chesterfield Amphitheater or City Hall in Fall 2016 or Spring 2017. Dependent upon availability after receiving dates.

STAGES will host a table at a Chesterfield Amphitheater summer concert promoting the STAGES Season and Performing Arts Academy. Dependent upon availability after receiving dates.

- D. Public Art. STAGES will serve as Resource/Liaison to the City of Chesterfield and businesses in the community regarding the performing arts and will assist in the City's Master Arts Plan. A representative of STAGES will be able to assist the City as needed.
- E. Recognition. STAGES will install/display a physical recognition for the City of Chesterfield in the lobby of the Kent Center for Theatre Arts.

STAGES will include the City of Chesterfield name on the "Support Us" section of its company website. STAGES will also include the City of Chesterfield name on STAGES Performing Arts Academy email blasts.

Beginning in 2017, STAGES will provide the City of Chesterfield with a complimentary full page Season program ad (\$1,500) and a complimentary half page Applause Gala ad (\$250).

Section 2. Payment

The City shall pay STAGES Seventy Five Thousand Dollars (\$75,000.00) for services described in Section 1 above.

Section 3. Fees For Admission.

STAGES will not charge admission fees, entrance fees or other charges for certain activities identified in 1B as "free" or some of the activities outlined in Sections 1: C. STAGES may charge reasonable fees for performances and educational programs.

Section 4. No Discrimination In Use or Facilities.

STAGES, for itself, successors in interest and assigns, as a part of the consideration hereof, agrees that no person on the grounds of race, color, religion, creed, sex, age, ancestry, national origin, disability or veteran status shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in the use and enjoyment of services described in Section 1 above.

Section 5. Representations and Warranties.

In order to induce City to enter into this contract, STAGES makes the following representations and warranties:

STAGES is a not-for-profit corporation, duly organized, validly existing and in good standing under the laws of the State of Missouri; STAGES has all necessary power and authority to own and transfer its property and to transact the business in which it is engaged; STAGES has full power and authority to enter into this contract, to execute and deliver the documents required of STAGES herein, and to perform these obligations hereunder.

Section 6. Term.

This Contract shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2016 unless sooner terminated by the parties.

Section 7. Legal Relations

No employee, volunteer, board member or officer of STAGES shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to the City or STAGES by reason of entering into this Contract except as expressly provided herein.

Section 8. **Notice**

All notices and other communications required, permitted, or desired to be given hereunder shall be in writing and shall be mailed by registered or certified mail, postage pre-paid, return receipt requested, or delivered by hand-delivery against receipt, or delivered by overnight delivery service to the following addresses:

If to STAGES:	Jack Lane Executive Producer STAGES ST. LOUIS 1023 Chesterfield Parkway East Chesterfield, Missouri 63017
With a copy to:	Michael Gibbons Stinson, Morrison Hecker, LLP 7700 Forsyth, Ste 1000 St. Louis, Missouri 63105
If to City:	City Administrator City of Chesterfield, Missouri 690 Chesterfield Parkway West Chesterfield, Missouri 63017
With a copy to:	Harry O'Rourke Attorney at Law Stewart, Mittleman, Henry & O'Rourke, L.L.C. 222 S. Central Ave., Suite 501 St. Louis, Missouri 63105

Any notice given by registered or certified mail or by overnight delivery service shall be deemed to have been given on the date of the registration or certification thereof, or on the date deposited with the applicable overnight delivery service as the case may be, and any notice delivered by hand-delivery shall be deemed to have been given when actually delivered to the applicable address.

Section 9. **Entire Agreement.**

This Contract contains the entire agreement between STAGES and City and there are no other terms, conditions, promises, understandings, statements of representations, express or implied concerning the agreement contemplated hereunder. Any amendment, alteration, change, or modification hereof, shall not be effective unless set forth in a written instrument executed by STAGES and City.

Section 10. Remedies cumulative.

All rights, privileges, and remedies afforded either party by this Contract shall be deemed cumulative and the exercise of one such remedy shall not be deemed to be a waiver of any other right, remedy, or privilege provided for herein.

Section 11. Partial invalidity.

If any provisions of this Contract or the application thereof of any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the date of first above written.

STAGES ST. LOUIS

City of Chesterfield, Missouri
A Third-Class City Organized
Under the laws of Missouri

By: _____
JACK LANE
Its "authorized representative"

By: _____
MICHAEL G. HERRING
Its City Administrator

**PERFORMING ARTS CONTRACT BETWEEN THE
CITY OF CHESTERFIELD, MISSOURI AND ST. LOUIS CIVIC ORCHESTRA**

This Arts Contract ("Contract") made and entered into on this ____ day of March 2016, by and between the City of Chesterfield (hereinafter referred to as "City") and the St. Louis Civic Orchestra, a Missouri Not-for-Profit Corporation (hereinafter referred to as "SLCO").

The City, by and through its City Council, enters into this agreement with SLCO for the purpose of providing quality and diverse programming of the performing arts; to promote performing arts; and to provide performing arts education in the City of Chesterfield, Missouri and related events under the terms and conditions described herein.

NOW THEREFORE in consideration of the promises, agreements, covenants, and warranties set forth herein, the parties hereto agree as follows:

Section 1. Scope of Services.

SLCO shall perform the following services that shall be available to all the residents of the City during 2016:

- A. Performing Arts. SLCO will promote the performing arts through approximately 4 performances each year at the William D. Purser Center at Logan University in Chesterfield and 1 performance each year at the Chesterfield Amphitheater as a kick off concert to the Art & Orchestra Series. SLCO may modify the location of its performances from time to time based on factors pertaining to appropriateness of venues, such as cost, schedule availability and audience development. SLCO will work to participate in additional community performances as arranged with City Staff.
- B. Educational Programs. SLCO currently sponsors the Florence Frager Young Artist Competition, which recognizes local high school performers who demonstrate excellence in music performance and intends to continue to recognize outstanding young musicians in its programming schedule. SLCO will consult with City about opportunities for future educational components of its operations.
- C. Community Events & Cross Promotion. In addition to the Chesterfield Amphitheater concert referred to in Section 1.A. above, SLCO will consult with City to determine other opportunities for performance within the scope of its operational capabilities. Additionally, SLCO will promote the Art & Orchestra Series to our contact lists and the City agrees to promote the concert season for SLCO.
- D. Performing Arts. SLCO will serve as Resource/Liaison to the City and businesses in the community in the area of performing arts and in achieving the City's goals

as they relate to performing arts. Complementary tickets will be made available to City Officials who wish to attend ticketed performances (up to 2 per person).

Section 2. Payment

The City shall pay SLCO Twenty Five Thousand Dollars (\$25,000.00) in quarterly payments of \$6250 for services described in Section 1 above.

Section 3. Fees For Admission.

SLCO will not charge admission fees for its annual performance at Chesterfield Amphitheatre. However, SLCO may charge reasonable fees for its other community performances and activities.

Section 4. No Discrimination In Use or Facilities.

SLCO for itself, successors in interest and assigns, as a part of the consideration hereof, agrees that no person on the grounds of race, color, religion, creed, sex, age, ancestry, national origin, disability or veteran status shall be excluded, from participation in, denied the benefits of or otherwise be subjected to discrimination in the use and enjoyment of services described in Section 1 above.

Section 5. Representations and Warranties.

In order to induce City to enter into this contract, SLCO makes the following representations and warranties:

SLCO is a not-for-profit corporation, duly organized, validly existing and in good standing under the laws of the State of Missouri; SLCO has all necessary power and authority to own and transfer its property and to transact the business in which it is engaged; SLCO has full power and authority to enter into this contract, to execute and deliver the documents required of SLCO herein, and to perform these obligations hereunder.

Section 6. Term.

This Contract shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2016 unless sooner terminated by the parties.

Section 7. Legal Relations

No employee, volunteer, board member or officer of SLCO shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to the City or SLCO by reason of entering into this Contract except as expressly provided herein.

Section 8. Notice

All notices and other communications required, permitted, or desired to be given hereunder shall be in writing and shall be mailed by registered or certified mail, postage pre-paid, return receipt requested, or delivered by hand-delivery against receipt, or delivered by overnight delivery service to the following addresses:

If to SLCO: Larry Levin, President
St. Louis Civic Orchestra
P.O. Box 410053
St. Louis, MO 63141

If to City: City Administrator
City of Chesterfield, Missouri
690 Chesterfield Parkway West
Chesterfield, Missouri 63017.

With a copy to: Harry O'Rourke
Attorney at Law
Stewart, Mittleman, Henry & O'Rourke, L.L.C.
222 S. Central Ave., Suite 501
St. Louis, Missouri 63105

Any notice given by registered or certified mail or by overnight delivery service shall be deemed to have been given on the date of the registration or certification thereof, or on the date deposited with the applicable overnight delivery service as the case may be, and any notice delivered by hand-delivery shall be deemed to have been given when actually delivered to the applicable address.

Section 9. Entire Agreement.

This Contract contains the entire agreement between SLCO and City and there are no other terms, conditions, promises, understandings, statements of representations, express or implied concerning the agreement contemplated hereunder. Any amendment, alteration, change, or modification hereof, shall not be effective unless set forth in a written instrument executed by SLCO and City.

Section 10. Remedies cumulative.

All rights, privileges, and remedies afforded either party by this Contract shall be deemed cumulative and the exercise of one such remedy shall not be deemed to be a waiver of any other right, remedy, or privilege provided for herein.

Section 11. Partial invalidity.

If any provisions of this Contract or the application thereof of any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the date of first above written.

St. Louis Civic Orchestra

City of Chesterfield, Missouri
A Third-Class City Organized
Under the laws of Missouri

By:

LARRY LEVIN
President

By:

MICHAEL G. HERRING
City Administrator



Community Services & Economic Development
636-537-6721

MEMO

DATE: March 14, 2016
TO: Mike Herring, City Administrator
FROM: Libbey Tucker *Libbey*
Community Services & Economic Development Director
RE: Resolution for Performing Arts Agreements

Attached are the annual contracts for performing art services between the City and Stages St. Louis and the St. Louis Civic Orchestra. The resolution authorizes the City Administrator to execute the contracts and expend funds which are planned and approved in the 2016 Parks Budget to pay Stages St. Louis \$75,000 and the St. Louis Civic Orchestra \$25,000 to be paid out in quarterly payments. Each agreement outlines expectations of what they will deliver. Staff has met with each entity to outline the parameters of the agreements in order to provide more opportunities for residents to experience performing arts in Chesterfield.

Please let me know if you have any questions regarding the agreements.

Attachments

/MGT
3/15/16

BID RESULTS – RIVER VALLEY DRIVE CLOSURE

As detailed in the enclosed MEMO, prepared by Jim Eckrich, Public Works Director/City Engineer, bids were recently opened for construction of the **CLOSURE of River Valley Drive**. Based upon a review of the information contained within said MEMO, I join with Mr. Eckrich in recommending award of a contract to **Krupp Construction, in an amount-not-to-exceed \$155,000**. Please note that approval of this contract must also be accompanied by a motion to **transfer \$155,000 from General Fund – Fund Reserves**, in order to fully-fund this project. In addition, Staff is recommending that City Council pass/approve **Bill No. 3079** (See **LEGISLATION**). Finally, the River Bend Association is proposing to pay for the fabrication of a plaque, honoring former-Councilmember Nancy Greenwood. It is Staff's understanding that the plaque would then be installed on one of the fence sections to be constructed adjacent to the closure gate itself.

To summarize, City Council is being asked to take the following actions, at Monday's meeting:

- **Approve award of a contract to Krupp Construction, in an amount-not-to-exceed \$155,000**
- **Approve transfer of \$155,000 from General Fund - Fund Reserves**
- **Approve placement of a plaque on one of the sections of fence, located within City right-of-way, adjacent to the closure gate**

If you have any questions, please contact Mr. Eckrich or me, PRIOR to Monday's meeting.

DATE: March 14, 2016

TO: Michael G. Herring
City Administrator

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

RE: River Valley Drive Closure



As directed by City Council, in May of 2015 Public Services Staff provided a report detailing the impacts of the closure and / or vacation of River Valley Drive and Hog Hollow Road. This report was generated in response to the potential development of the Howard Bend area within the City of Maryland Heights. At that time City Council directed City Staff to prepare plans and a cost estimate for the closure of River Valley Drive. As you may recall, the City Attorney reviewed this matter and advised that a closure could be effected so long as the closure was constructed in conformance with City road standards and the public impacts were thoroughly considered.

In November of 2015 City Staff submitted plans and an estimate for the closure of River Valley Drive to the Planning and Public Works Committee. Those plans and estimate were reviewed by the Committee and recommended for approval to City Council, who unanimously authorized Staff to create a bid package. Bids for the River Valley Drive Closure Project were opened on March 8, 2016, as detailed in the attached memorandum from Civil Engineer Chris Krueger. City Staff recommends that this project be awarded to Krupp Construction in the amount of \$155,000, which includes the low bid amount of \$140,281.55 and a modest contingency. The City has contracted with Krupp Construction previously and they have performed satisfactory.

Area residents have expressed concerns about motorists parking on the new cul-de-sac. To alleviate these concerns and to ensure sufficient space for motorists to turn around using the cul-de-sac, City Staff is recommending the passage of the attached ordinance which would restrict parking on both sides of River Valley Drive from the City Limits to a point 160 feet south of the gate including the cul-de-sac. (SEE BILL # 3079)

The River Bend Association is proposing a memorial to former Councilmember Nancy Greenwood which will be in the form of a bronze plaque. An initial proof of the proposed plaque is attached. The shape and size of the text are generic and may change slightly. The River Bend Association is providing the memorial plaque at no cost to the City.

Action Recommended

I request and recommend that this matter be forwarded to City Council for consideration of approval of an agreement with Krupp Construction and the attached ordinance restricting parking on River Valley Drive. Should Council concur with this recommendation it should approve the attached ordinance and authorize the City Administrator to execute the necessary contract documents with Krupp Construction. Additionally, City Council should authorize the transfer of \$155,000 from General Fund - Fund Reserves above the forty percent policy to account 120-079-5490.

Concurrence:

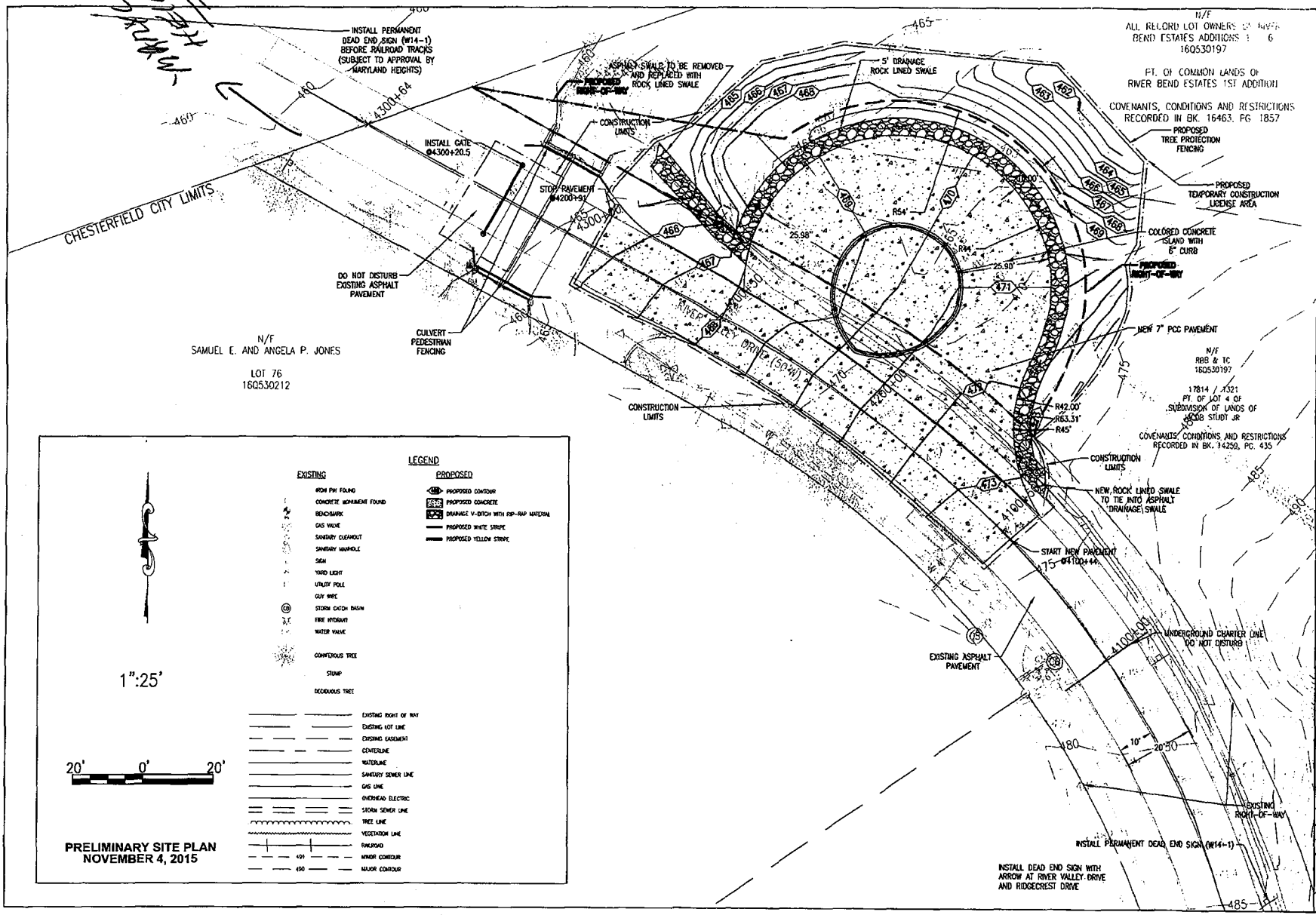


Craig White, Finance Director

Cc: Michael O. Geisel, Director of Public Services

✓ MBH
3/15/16

Handwritten: 5' DRAINAGE
ROCK LINED SWALE



CHESTERFIELD CITY LIMITS

N/F
SAMUEL E. AND ANGELA P. JONES
LOT 76
160530212

1"=25'

PRELIMINARY SITE PLAN
NOVEMBER 4, 2015

LEGEND

EXISTING	PROPOSED
IRON PIN FOUND	PROPOSED CONTOUR
CONCRETE MONUMENT FOUND	PROPOSED CONCRETE
BENCHMARK	DRAINAGE V-DITCH WITH 6" DEEP WARDEN
GAS VALVE	PROPOSED WHITE STRIKE
SAFETY CLEANOUT	PROPOSED YELLOW STRIKE
SAFETY MANHOLE	
SEW	
YARD LIGHT	
UTILITY POLE	
GUY WIRE	
STORM CATCH BASIN	
FIRE HYDRANT	
WATER VALVE	
CONTOUR TREE	
STUMP	
CONTOUR TREE	

EXISTING RIGHT OF WAY	PROPOSED RIGHT OF WAY
EXISTING LOT LINE	PROPOSED LOT LINE
EXISTING EASEMENT	PROPOSED EASEMENT
CENTERLINE	PROPOSED CENTERLINE
WATERLINE	PROPOSED WATERLINE
SAFETY SEWER LINE	PROPOSED SAFETY SEWER LINE
GAS LINE	PROPOSED GAS LINE
OVERHEAD ELECTRIC	PROPOSED OVERHEAD ELECTRIC
STORM SEWER LINE	PROPOSED STORM SEWER LINE
TREE LINE	PROPOSED TREE LINE
VEGETATION LINE	PROPOSED VEGETATION LINE
RAILROAD	PROPOSED RAILROAD
MINOR CONTOUR	PROPOSED MINOR CONTOUR
MAJOR CONTOUR	PROPOSED MAJOR CONTOUR

RIVER VALLEY DRIVE IMPROVEMENT
2015-PW-14
RIVER VALLEY DRIVE CLOSURE

CITY OF CHESTERFIELD
DEPT. OF PUBLIC SERVICES
160 CHESTERFIELD PARKWAY WEST
CHESTERFIELD, MO 63017
PH 636-331-1700
FAX 636-331-1700

CHRISTOPHER WILSON
PE-0016816912

NO.	DATE	DESCRIPTION
1	11/04/15	PRELIMINARY SITE PLAN

SHEET TITLE
PROPOSED SITE PLAN

SHEET NO.
C3

Handwritten: OLIVER BLVD

MEMORANDUM



DATE: March 14, 2016
TO: James Eckrich, Public Works Director/City Engineer
FROM: Chris Krueger, Civil Engineer *CK*
RE: 2015-PW-14 River Valley Drive Closure Project - Construction Contract

As you know, bids were publicly opened for the River Valley Drive Closure Project. This project will consist of a roadway gate, fencing, the addition of a cul-de-sac, and the replacement of approximately 200 LF of pavement on River Valley Drive. The project plans and specifications were completed by City Staff.

Staff opened bids on March 8, 2016 at 10:00 am for the project. Three bids were received. The three responsive bidders were Krupp Construction, RV Wagner, and Spencer Contracting. Please see the attached Bid Tabulation for detailed information on each bid.

Krupp Construction provided the lowest responsive and responsible total bid of \$140,281.55 (bid attached). With positive past project experience and favorable reference checks, I recommend the bid from Krupp Construction.

As part of this project, a parking restriction is proposed on both sides of River Valley starting at the City limits and terminating at a point 40 feet northwesterly of the south property line of River Valley Drive. This would restrict parking on both sides of River Valley Drive from the City Limits to a point 160 feet south of the gate including the cul-de-sac.

I recommend requesting authorization to enter into an agreement with Krupp Construction to provide construction services for the River Valley Drive Closure Project in an amount not to exceed \$155,000.00. This amount includes a modest contingency to account for any unforeseen conditions and/or additional work. I also recommend consideration of the attached ordinance to restrict parking on both sides of River Valley Drive at the gate and cul-de-sac.

If you have any questions, or need additional information, please let me know.

Attachments: River Valley Drive Closure Project Bid Tabulation
Krupp Construction Bid
River Valley Drive Proposed Parking Restriction Ordinance
Memorial Graphic to Former Councilmember Nancy Greenwood

Cc: P-File: 2015-PW-14



**BID TABULATION
RIVER VALLEY DRIVE CLOSURE
2015-PW-14
March 8, 2016**

ITEM #	DESCRIPTION	UNITS	QUANTITY	ENGINEER'S ESTIMATE		KRUPP CONSTRUCTION		R.V. WAGNER		SPENCER CONTRACTING	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Mobilization	LS	1	\$10,000.00	\$10,000.00	\$23,650.00	\$23,650.00	\$19,000.00	\$19,000.00	\$28,468.00	\$28,468.00
2	Traffic Control	LS	1	\$2,000.00	\$2,000.00	\$2,290.00	\$2,290.00	\$3,600.00	\$3,600.00	\$460.00	\$460.00
3	Portable Changeable Message Sign-Rental	LS	1	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$2,400.00	\$2,400.00	\$4,000.00	\$4,000.00
4	Tree Protection Fence	LF	220	\$8.00	\$1,760.00	\$6.70	\$1,474.00	\$14.00	\$3,080.00	\$3.64	\$800.80
5	Clearing and Grubbing	LS	1	\$15,000.00	\$15,000.00	\$11,258.00	\$11,258.00	\$19,000.00	\$19,000.00	\$30,950.00	\$30,950.00
6	Silt Fence	LF	160	\$10.00	\$1,600.00	\$3.00	\$480.00	\$8.00	\$1,280.00	\$3.60	\$576.00
7	Removal of Improvements	LS	1	\$12,000.00	\$12,000.00	\$3,706.00	\$3,706.00	\$9,000.00	\$9,000.00	\$11,000.00	\$11,000.00
8	Cul-de-Sac Embankment	CY	530	\$35.00	\$18,550.00	\$26.30	\$13,939.00	\$24.00	\$12,720.00	\$14.32	\$7,589.60
9	Geotextile Fabric	SY	845	\$4.00	\$3,380.00	\$2.10	\$1,774.50	\$2.00	\$1,690.00	\$1.00	\$845.00
10	Type 5 Aggregate Base (4' Thick)	SY	845	\$8.00	\$6,760.00	\$9.65	\$8,154.25	\$8.00	\$6,760.00	\$6.24	\$5,272.80
11	Concrete Pavement (7" Non-Reinforced)	SY	845	\$40.00	\$33,800.00	\$47.15	\$39,841.75	\$47.00	\$39,715.00	\$57.88	\$48,908.60
12	Type "A" Vertical Curb (Monolithic)	LF	110	\$30.00	\$3,300.00	\$20.00	\$2,200.00	\$11.00	\$1,210.00	\$8.05	\$885.50
13	Colored Concrete Pavement (5" Non-Reinfor	SY	107	\$50.00	\$5,350.00	\$50.40	\$5,392.80	\$84.00	\$8,988.00	\$48.39	\$5,177.73
14	Rock Lined Swale	LF	300	\$24.00	\$7,200.00	\$22.30	\$6,690.00	\$30.00	\$9,000.00	\$27.34	\$8,202.00
15	Aesthetic 42 inch Pedestrian Fence	LF	60	\$155.00	\$9,300.00	\$120.00	\$7,200.00	\$130.00	\$7,800.00	\$130.00	\$7,800.00
16	Barrier Roadway Gate	LS	1	\$3,000.00	\$3,000.00	\$4,250.00	\$4,250.00	\$4,800.00	\$4,800.00	\$4,550.00	\$4,550.00
17	Steel Bollard	EA	2	\$1,000.00	\$2,000.00	\$600.00	\$1,200.00	\$1,100.00	\$2,200.00	\$650.00	\$1,300.00
18	Permanent Yellow Pavement Striping, Paint	LF	425	\$1.25	\$531.25	1.25	\$531.25	\$2.00	\$850.00	\$4.30	\$1,827.50
19	Permanent White Pavement Striping, Paint	LF	400	\$1.25	\$500.00	1.25	\$500.00	\$2.00	\$800.00	\$4.30	\$1,720.00
20	Permanent Street Signage	EA	5	\$300.00	\$1,500.00	350	\$1,750.00	\$450.00	\$2,250.00	\$375.00	\$1,875.00
TOTAL BID					\$141,531.25		\$140,281.55		\$156,143.00		\$172,208.53

BID FORM

BID TIME: 10:00 AM Prevailing Central Time
BID DATE: Tuesday, March 8, 2016

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda 0 through 0, for the

River Valley Drive Closure Project
2015-PW-14

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

The City is requesting unit price proposals for this work, consisting of the reconstruction of approximately 200 LF of street pavement, installation of a cul-de-sac, a gate installation, and associated clearing and grading work as shown within the plans in accordance with the project specifications.

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

Bid submitted by:

Company Name: L.F. Krupp Construction Inc. dba, Krupp Construction

Address: 415 Old State Rd

City, State: Ellisville, MO 63021

Phone number: 636-391-8844 Fax: 636-391-7544

E-mail address: markreizerekruppmo.com

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

Officer: Mark Reizer

Title: President

Signature: [Signature]

Date: March 8, 2016

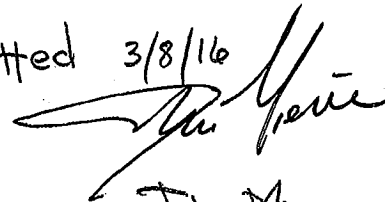
3/8/2016

ITEMIZED BID FORM

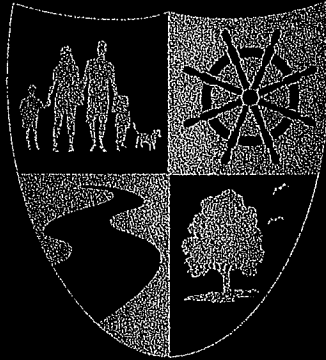
Item #	Description	Unit	Quantity	Unit Price	Extended Price
1	Mobilization	LS	1	23650.00	23650.00
2	Traffic Control	LS	1	2290.00	2290.00
3	Portable Changeable Message Sign, Rental	LS	1	4000.00	4000.00
4	Tree Protection Fence	LF	220	6.70	1474.00
5	Clearing and Grubbing	LS	1	11258.00	11258.00
6	Silt Fence	LF	160	3.00	480.00
7	Removal of Improvements	LS	1	3706.00	3706.00
8	Cul-de-Sac Embankment	CY	530	26.30	13939.00
9	Geotextile Fabric	SY	845	2.10	1774.50
10	Type 5 Aggregate Base (4" Thick)	SY	845	9.65	8154.25
11	Concrete Pavement (7" Non-Reinforced)	SY	845	47.15	39841.75
12	Type "A" Vertical Curb (Monolithic)	LF	110	20.00	2200.00
13	Colored Concrete Pavement (5" Non-Reinforced)	SY	107	50.40	5392.80
14	Rock Lined Swale	LF	300	22.30	6690.00
15	Aesthetic 42 Inch Pedestrian Fence	LF	60	120.00	7200.00
16	Barrier Roadway Gate	LS	1	4250.00	4250.00
17	Steel Bollard	EA	2	600.00	1200.00
18	Permanent Yellow Pavement Striping, Paint	LF	425	1.25	531.25
19	Permanent White Pavement Striping, Paint	LF	400	1.25	500.00
20	Permanent Street Signage	EA	5	350.00	1750.00
				Total Bid	

\$140,281.55

Submitted 3/8/16


John Miener
VP

KRUPP CONSTRUCTION



Forever Grateful
to
**NANCY
GREENWOOD**
Loyal Friend of
River Bend
2016

**BID RESULTS - SLAB REPLACEMENT PROJECT "C" - BROADMOOR CONDOS
NEIGHBORHOOD IMPROVEMENT DISTRICT (NID)**

As detailed in the enclosed MEMO, prepared by Jim Eckrich, Public Works Director/City Engineer, bids were recently opened for the **replacement of private streets and parking areas, within the Broadmoor Condos**. Mr. Eckrich recommends award of a contract to the low-bidder, **Amcon Municipal Concrete, in an amount-not-to-exceed \$1,400,000**. Having reviewed the information contained within and attached to Mr. Eckrich's MEMO, I join with him in recommending this contract award. In addition to these construction costs, the **Broadmoor Condos will also be expected to pay for construction inspection and testing services, estimated to total \$35,000, which would bring the total cost for this project to \$1,435,000.**

If City Council approves this recommendation, **it will also be necessary to transfer \$1,435,000, from General Fund - Fund Reserves**. This entire amount will, however, be reimbursed by residents of the Broadmoor Condos, as previously discussed and approved by City Council.

As is always the case, **please contact Mr. Eckrich, or me, PRIOR to Monday's meeting, if you have any questions.**

DATE: March 14, 2016

TO: Michael G. Herring, ICMA-CM
City Administrator

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

RE: 2016 Selective Slab Replacement Project C
Broadmoor Condos Neighborhood Improvement District



In May of 2015 the City of Chesterfield City Council approved the creation of a Neighborhood Improvement District (NID) for the subdivisions comprising the Broadmoor Condominiums. The NID was created in order to fund the replacement of private streets and parking areas within the Broadmoor Condominiums.

The Department of Public Services publicly opened bids for this project, known as the 2016 Selective Slab Replacement Project C, on March 8, 2016. The results of the bid opening are detailed in the attached memorandum from Project Manager Mark Wilson. After reviewing the bids, Staff recommends the project be awarded to the low bidder, Amcon Municipal Concrete, in the amount of \$1,400,000. This figure includes the bid amount (\$1,303,428), the potential schedule incentive (\$13,000), and a modest contingency. Amcon has successfully performed street replacement work in the City of Chesterfield in the past and is highly recommended by City Staff.

Please note that in addition to the contract amount, the Broadmoor Condominiums will also be required to fund the construction inspection and testing necessary in order to construct this project. Construction inspection and testing will be completed by Geotechnology Incorporated, as approved by City Council at its meeting on March 7, 2016. Construction inspection and testing for this project is estimated to cost approximately \$35,000, resulting in a total cost of \$1,435,000. You will note this is very close to the estimate for this project which was completed in May (\$1,441,488).

Concurrence:

Craig White
Craig White, Finance Director

MGH
3/15/16

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to enter into an Agreement with Amcon Municipal Concrete in the amount of \$1,400,000, and a budget transfer of the same amount from General Fund – Fund Reserves to Account 120-079-5490.

Cc: Michael O. Geisel, Director of Public Services
Libbey Tucker, Community Services and Economic Development Director

MEMORANDUM



DATE: March 9, 2016
TO: Jim Eckrich, Public Works Director
FROM: Mark Wilson, Project Manager
SUBJECT: Broadmoor Subdivision NID - 2016-PW-06

As you are aware, we opened bids for the above referenced project on Tuesday, March 8, 2016. Two bids were received:

<u>Contractor</u>	<u>Total Bid</u>
Amcon Municipal Concrete	\$1,303,428.09
J.M. Marschuetz Construction Co.	\$1,415,428.00

The low bidder, Amcon Municipal Concrete has successfully performed street replacement work in the past in the City of Chesterfield.

Accordingly, I recommend acceptance of the bid of \$1,316,428.09 submitted by Amcon Municipal Concrete and request authorization of work up to the amount of \$1,400,000.00 This amount includes the full value (\$13,000) of the possible schedule incentive available to the contractor.

A copy of the lowest and best bid is attached for the Department of Finance and Administration's use in preparing a purchase order for the project. The list of streets scheduled for work under this project is attached. Should you require additional information, please advise.

BID FORM

BID TIME: 10:00 a.m.

BID DATE: Tuesday, March 8, 2016

TO: THE CITY OF CHESTERFIELD

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

2016 Broadmoor Subdivision NID
2016-PW-06

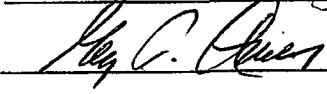
being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents for the following itemized bid.

The City is requesting unit price proposals for this work, consisting of the removal and reconstruction of approximately 20,500 square yards of concrete pavement, property restoration and other necessary appurtenances..

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

Bid submitted by:Company Name: Amcon Municipal Concrete, LLCAddress: 850 Lonestar Dr.City, State O'Fallon, MO 63366Phone number: 636-379-9396 Fax: 636-240-3699E-mail address: amconconcrete@yahoo.com

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

Officer Gary T. AmelongTitle General ManagerSignature Date 3/8/2016

**ITEMIZED BID
CITY OF CHESTERFIELD
BROADMOOR NID
2016-PW-06**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	20,495	<u>46⁶⁰</u>	<u>955,067⁰⁰</u>
2	JOINT SEALANT	Sq. Yd.	20,495	<u>1⁶⁵</u>	<u>33,816⁷⁵</u>
3	4" ROLLED STONE BASE	Sq. Yd.	20,495	<u>4⁴⁰</u>	<u>90,178⁰⁰</u>
4	UNDERGRADING	Cu. Ft.	600	<u>.50</u>	<u>300⁰⁰</u>
5	GEOTEXTILE FABRIC	Sq. Yd.	20,495	<u>1⁰⁰</u>	<u>20,495⁰⁰</u>
6	STRUCTURAL GEOGRID	Sq. Yd.	300	<u>.50</u>	<u>150⁰⁰</u>
7	SEEDING & MULCHING	Sq. Yd.	724	<u>.01</u>	<u>7²⁴</u>
8	TRAFFIC CONTROL	L.S.	1	<u>15,000⁰⁰</u>	<u>15,000⁰⁰</u>
9	PAVED APPROACHES	Sq. Yd.	1,624	<u>59⁰⁰</u>	<u>95,816⁰⁰</u>
10	SAWCUTTING	Lin. Ft.	200	<u>4⁰⁰</u>	<u>800⁰⁰</u>
11	PAVEMENT LUGS	Each	1	<u>50⁰⁰</u>	<u>50⁰⁰</u>
12	UNDERDRAINS	Lin. Ft.	485	<u>16⁵⁰</u>	<u>8,002⁵⁰</u>
13.0	SIDEWALKS	Sq. Ft.	1,760	<u>6⁰⁰</u>	<u>10,560⁰⁰</u>
13.1	DETECTABLE WARNING SURFACE	Each	11	<u>400⁰⁰</u>	<u>4,400⁰⁰</u>
14	REPLACE INLET SILL	Each	7	<u>400⁰⁰</u>	<u>2,800⁰⁰</u>
15	ADJUSTMENT OF INLET SILL	Each	5	<u>400⁰⁰</u>	<u>2,000⁰⁰</u>
16	DRILLING AND DOWELING	Each	50	<u>11⁵⁰</u>	<u>575⁰⁰</u>
17	A2 JOINTS	Lin. Ft.	325	<u>16⁰⁰</u>	<u>5,200⁰⁰</u>
18	SILT FENCE	Lin. Ft.	160	<u>1⁰⁰</u>	<u>160⁰⁰</u>
19	INLET PROTECTION	Each	7	<u>60⁰⁰</u>	<u>420⁰⁰</u>
20	ASPHALT PARKING LOTS	Sq. Yd.	3,030	<u>19⁰²</u>	<u>57,630⁶⁰</u>
TOTAL BID					<u><u>1,303,428⁰⁹</u></u>

2016 Broadmoor NID

2016-PW-06

Street	From	To	Subdivision	Comments
Claymoor Drive	Clayton Road	End	Broadmoor	
Green Circle Drive	Claymoor Drive	End	Broadmoor	
Green Circle Court	Green Circle Drive	Cul-de-sac	Broadmoor	
Claymoor Court	Claymoor Drive	End	Broadmoor	
Broadmont Drive	Green Circle Drive	End	Broadmoor	
Broadmont Court	Broadmont Drive	Cul-de-sac	Broadmoor	



MEMO

DATE: May 13, 2015

TO: Michael Herring, City Administrator

FROM: Libbey Tucker *Libbey*
Community Services & Economic Development Director

COPY: Jim Eckrich, Public Works Director
Mike Geisel, Director of Public Services
Craig White, Finance Director

RE: Broadmoor Condos Neighborhood Improvement Dist. (NID)

We have received a formal application requesting the formation of a Neighborhood Improvement District from the residents of Broadmoor Condominiums, which includes The Commons of Broadmoor, The Gardens of Broadmoor and The Greens of Broadmoor. The request is for the reconstruction of streets and parking areas. They have submitted all of the required documents including the project narrative, the recorded plat, the list of 216 current owners, the construction estimate (provided by the City) and the petition with 75% approval by signature. This meets our requirement to obtain 70% approval prior to taking the project to Committee.

Since this is the type of project we manage on a daily basis, Jim Eckrich assisted with this process and met with the homeowners along the way. Staff has estimated the project costs, including the adjacent off-street parking areas, to be approximately \$1.5 million, including administrative costs. We advised the trustees that the annual assessment would not exceed \$425 over a 20 year period (at 5% interest), which is the figure used in the petition. We would manage the project and bid the work with our other street construction projects this fall and the work would be completed in 2016. Only if project costs exceed 25% of what was stated in the petition, would the residents need to sign a second petition approving these increased costs.

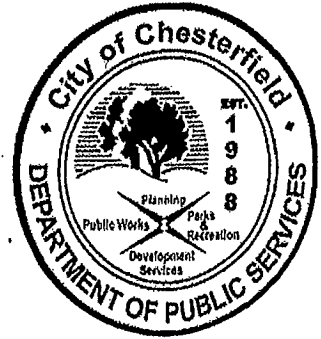
Relative to the financing of the project, there are two options available. Finance Director, Craig White, in consultation with our bond counsel at Piper Jaffrey, has determined that the City could loan the estimated \$1.5 million to the subdivision from Fund Reserves at a rate of 4%. At this time, the balance of fund reserves is \$13,195,406, having \$2,677,582 excess above our 40% policy. The second option is that General Obligation bonds could be issued by the City at the same rate, but with the additional costs of issuance fees estimated at approximately \$42,230 that would be passed on to the Broadmoor residents. Both would involve a financing period of 20

years and the City would bill and collect the annual assessments in either case, as we do with the existing Chesterfield Hill NID.

Once the pre-application is approved by the F & A Committee with a recommended on the preferred funding mechanism, it will then go before the full City Council for approval. If approved, a public hearing will be scheduled for the project. Staff will then bid the project this fall and commence with construction in 2016.

Staff recommends approval of the pre-application for the Broadmoor NID and requests that this item be placed on the next F&A Committee agenda. If you have any questions, please feel free to contact Mr. Eckrich, Mr. White or me.

Attachments: Memo from Jim Eckrich
 NID Project description from Broadmoor
 Petition Signed by Residents



MEMORANDUM

DATE: May 6, 2015
TO: Libbey Tucker
Community Services / Economic Development Director
FROM: James A. Eckrich, P.E.
Public Works Director / City Engineer
RE: Broadmoor Condominiums Neighborhood Improvement District

As you well know, we have met several times with representatives from the Broadmoor Condominiums (Broadmoor) regarding the conditions of their streets. The streets of Broadmoor Condominiums are comprised of concrete with an asphalt overlay. These streets are over 40 years old and in declining condition.

The Public Services Director and I have explained the Neighborhood Improvement District (NID) process to the property management company, and attended two subdivision meetings to provide further details and answer questions from residents. It is my understanding that Broadmoor has determined that it desires to create a NID, and has submitted a petition demonstrating that over 70% of the owners of property are in favor of creation of the NID.

The petition indicates that the estimated cost of reconstructing the streets (including the adjacent off-street parking pads) to City standards would be approximately \$1.5 million, which was taken from a preliminary estimate provided by the City of Chesterfield Department of Public Services. I have further refined that estimate to be \$1,441,488, which includes administrative costs.

If this NID is approved by City Council, the project could be bid in early 2016, in conjunction with the City's other street replacement projects. In that case, construction could commence as early as the spring of 2016.

Please let me know if you have questions or need additional information. Otherwise, the Department of Public Services is prepared to create specifications and a bid package for a 2016 bid opening.

Cc: Michael O. Geisel, Director of Public Services

The Broadmoor Condominiums;
The Commons of Broadmoor
The Gardens of Broadmoor
The Greens of Broadmoor

03-17-15 P03:07 IN

Street Replacement Project:

The Broadmoor Condominiums is comprised of three entities. The Commons of Broadmoor is responsible for the streets, clubhouse, pool, tennis courts, and main areas of landscaping. The Gardens of Broadmoor is comprised of six, three-story buildings, with a total of 108 condo units. The Greens of Broadmoor is comprised of 108 villa condo units.

The streets for the community are private, and so maintenance is the responsibility of the owners. The original streets are constructed of concrete. It is presumed that the concrete is bearing directly on soil, with no rock base. The concrete is cracking all over. Some time ago, as a temporary measure, the concrete streets were overlaid with asphalt. While this extended the time for replacement, the overlay did not address the poor condition of the concrete and base below. Additionally, the curb & gutter detail was compromised, as the channel was basically filled with asphalt. Also, if the streets continue to deteriorate, this could negatively affect property values, as well as even pose a hazard for accessibility of emergency vehicles.

The community is faced with deteriorating streets and at a large replacement cost without those available funds in hand. After communication with the Chesterfield Director of Public Services, and much deliberation, the Board of Directors determined that the best solution was to form a NID, and spread the cost of this project over 20 years, thereby making it affordable and practical for the unit owners.

Under the NID scenario, the City will perform the engineering work, oversee the bidding and construction process, and run the project thereby ensuring a quality result. The specification will be identical to Chesterfield public streets, thus giving the residents quality streets which will last and be a great value for the expense. Additionally, by upgrading the streets the property values will be maintained and enhanced.

GARDENS OF BROADMOOR BALLOT
NEIGHBORHOOD IMPROVEMENT DISTRICT (NID) VOTE
CONCRETE STREET REPAIRS

OPTION 1

Work with the City of Chesterfield to form a Neighborhood Improvement District ("NID"). Forming an NID would allow the Broadmoor Community to obtain a long-term, low-interest loan, with all billing and collections managed by the City of Chesterfield. It is estimated that, under this plan, each owner would owe approximately \$425.00 at the end of each calendar year, for a period of 20 years. The repayment obligation would attach to each home and not to each individual owner, meaning that if a current owner sells his or her home, the new owner would be responsible for the payments going forward.

OPTION 2

Pay for street repairs by establishing a Special Assessment. The initial amount of the Special Assessment would be \$1.5 million, divided among the homeowners, and payable in full this calendar year. This amount considers the costs of the Association for engineering, evaluation, bidding and project management, which is provided at no cost by the City of Chesterfield under the "NID" scenario.

BALLOT INSTRUCTIONS:

The ballot must be completed and submitted with the signatures of each unit owner listed on the unit title (the owners of each unit must sign ballot). If the unit is owned in trust, one owner must sign as trustee.

NID VOTING PROCESS:

The recorded condo owners of each unit, or trustee(s), are allowed a single vote. To cast your vote, place a check mark next to one (1) Option, and sign your name and address in the spaces provided. Ballots will be counted by the Board of Directors.

☒ Option 1 -- NID Option

☐ Option 2 -- Special Assessment Option

RECEIVED FEB 08 2015

Name (Print)	Name (Sign)	Address
WARREN L BRAINE	<i>Warren L Braine</i>	15009 Clay Moor Ct. # 17
Name (Print)		
Harold is deceased		

ONE BALLOT PER HOUSEHOLD ALLOWED

LEGISLATION

BILL NO. 3070 – APPOINTS THE CITY ATTORNEY AND AUTHORIZES THE MAYOR TO EXECUTE A CONTRACT FOR LEGAL SERVICES (FIRST READING)

BILL NO. 3076 - REPEALS ORDINANCE NO. 6, RELATING TO THE APPOINTMENT OF OFFICERS OF THE CITY AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, ADDING THE OFFICE OF CITY PROSECUTOR AND PERMITTING THE APPOINTMENT OF SPECIAL COUNSEL FOR THE CITY (FIRST READING; F&A COMMITTEE RECOMMENDS APPROVAL)

BILL NO. 3077 - REPEALS ORDINANCE NO. 17, RELATING TO THE LAW DEPARTMENT OF THE CITY AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, INCLUDING PROVISIONS ESTABLISHING THE QUALIFICATIONS FOR THE OFFICES OF CITY ATTORNEY AND CITY PROSECUTOR AND SPECIFYING THEIR FUNCTIONS (FIRST READING; F&A COMMITTEE RECOMMENDS APPROVAL)

BILL NO. 3078 - REPEALS ORDINANCE NO. 93, RELATING TO THE MUNICIPAL COURT OF THE CITY OF CHESTERFIELD AND ENACTING PROVISIONS ESTABLISHING THE QUALIFICATIONS OF THE OFFICE OF MUNICIPAL JUDGE (FIRST READING; F&A COMMITTEE RECOMMENDS APPROVAL)

BILL NO. 3079 - AMENDS SCHEDULE IX, PARKING RESTRICTIONS, OF SECTION 300 OF THE CITY OF CHESTERFIELD CODE OF ORDINANCES BY ADDING PROVISIONS THERETO TO RESTRICT PARKING ON RIVER VALLEY DRIVE (FIRST READING; PLANNING/PUBLIC WORKS COMMITTEE)

BILL NO. 3080 - AUTHORIZES THE CITY OF CHESTERFIELD, MISSOURI, TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF REFUNDING A PORTION OF THE OUTSTANDING CERTIFICATES OF PARTICIPATION (CITY OF CHESTERFIELD, MISSOURI, LESSEE) SERIES 2008; AND AUTHORIZES THE EXECUTION OF CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH (FIRST AND SECOND READINGS; FINANCE/ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)

BILL NO. 3081 - AUTHORIZES THE CITY ADMINISTRATOR TO EXECUTE ROAD RELINQUISHMENT AGREEMENTS WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR PORTIONS OF TOREADOR DRIVE AND ELBRIDGE PAYNE ROAD (FIRST READING; PLANNING/PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)

BILL NO. 3070

ORDINANCE NO. _____

**AN ORDINANCE APPOINTING THE CITY ATTORNEY AND
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR
LEGAL SERVICES**

WHEREAS, due to a vacancy in the office of the City Attorney of Chesterfield, Missouri the Mayor with the consent of the City Council desires to appoint Daniel G. Vogel and the law firm of Cunningham, Vogel & Rost, P.C. as City Attorney and to provide legal services to the City; and

WHEREAS, to that end, the City Council desires to authorize the Mayor to execute a contract with Cunningham, Vogel & Rost, P.C. for legal services and to provide appointed City Attorney services;

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

Section One. The Mayor is hereby authorized to execute the Legal Services Agreement with Cunningham, Vogel & Rost, P.C. attached hereto and incorporated herein. Daniel G. Vogel and through Cunningham, Vogel & Rost, P.C., is hereby appointed City Attorney of the City of Chesterfield, Missouri. Cunningham, Vogel & Rost, P.C., in consultation with the City, shall designate and provide such attorneys in the firm and services to attend meetings and serve such other duties as City Attorney as may be deemed necessary or appropriate. The powers, duties, and terms of such office shall be as may be established by ordinance and as set forth in the attached Legal Services Agreement.

Section Two. This ordinance shall be in full force and effect on and after its passage and approval.

Passed and approved by the City Council of the City of Chesterfield, Missouri this _____ day of _____, 2016.

Presiding Officer

Bob Nation, Mayor

ATTEST:

Vickie Hass, City Clerk

LEGAL SERVICES AGREEMENT

This Legal Services Agreement (the "Agreement"), made and effective the date of the last signature dated below, by and between the City of Chesterfield, Missouri (hereinafter referred to as the "City"), and Cunningham, Vogel & Rost, P.C. (hereinafter referred to as "CVR"):

WHEREAS, CVR and their designated attorney, Daniel G. Vogel, have been appointed to serve as City Attorney for the City; and

WHEREAS, it is the desire of the of the City to engage CVR and its attorneys to perform legal services for the City as City Attorney; and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES EXPRESSLY MADE HEREIN, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Term. The term of engagement for legal services shall commence as of the date of this Agreement and shall continue at the pleasure of the Mayor and City Council until terminated by the City or CVR. CVR, through Daniel G. Vogel or other CVR attorneys in coordination with the designated City Attorney, shall attend the meetings and handle the Retainer/Basic Services as defined herein (the "City Attorney").

2. License. The City Attorney, any Assistant City Attorney (as hereinafter defined), as well as all supervising attorneys shall be duly licensed to practice law in the courts of the State of Missouri.

3. Substitute Attorney. In the event the designated City Attorney is unavailable to attend a meeting of the City Council or other board or commission as may be requested of him or her, the City Attorney shall designate an attorney with the firm ("Assistant City Attorney") to attend the meeting unless the Mayor and City Attorney determine that there is no need for legal counsel at such meeting. While attending meetings as provided herein, any Assistant City Attorney shall be Acting City Attorney and shall have all duties and authorities of the City Attorney. The City Attorney may designate an Assistant City Attorney, where appropriate and in communication with the City, to serve as the Acting City Attorney by default. Where CVR chooses to have the Assistant City Attorney and the City Attorney attend the same meeting, CVR agrees only to charge for that meeting time of the Assistant City Attorney only if two attorneys were requested by the City or CVR determines that the circumstance reasonably requires more than one attorney in attendance.

4. Retainer/Basic Services.

The following services shall be rendered to the City at the rate of \$165.00 per hour:

- a. Attendance and representation at all regular meetings of the City Council, including executive sessions;
- b. Attendance and representation at all regular meetings of the Planning Commission;
- c. Attendance and representation at all meetings of the Board of Adjustment;
- d. Consultations by telephone with the Mayor, Councilmembers, City Administrator and City Clerk, for legal advice on general municipal matters, up to five (5) hours per month.

5. Charges for Other Legal Services. Other legal services required by the City and not specified as Retainer/Basic services above shall be performed at the then applicable regular hourly rates of the applicable CVR attorneys or staff, which for 2016 range from between \$145.00/hour to \$190.00/hour for associates, and \$195.00/hour to \$335.00/hour for principals. To the extent paralegals or other legal staff perform designated tasks, 2016 regular hourly rates are currently \$80.00/hour to \$135.00/hour. The 2016 hourly rate schedule of CVR lawyers and staff is attached hereto. CVR and the City mutually agree that hourly rates designated in this Agreement and chargeable to the City may be adjusted upward each calendar year so that the rates, collectively, may increase in the aggregate not more than 5% per annum from the commencement of this Agreement. Bond Counsel Services requiring an opinion, or as otherwise specified by the parties, shall be compensated under such separately established mutually agreeable terms as are appropriate for the circumstances of the specific project and set forth in the bond approval document or other authority of the issuer. Any matters for which the City is entitled to reimbursement from a third party shall be billed at the regular hourly rates of CVR at the time the service is provided.

6. Billing Procedures. On a monthly basis, CVR shall bill the City for legal services and costs and shall provide the City with such details as it may request from time to time, including, without limitation, hourly reports and itemizations.

7. Cash Outlays. The City shall reimburse CVR for its normal cash outlays and costs, including those reflected on the hourly rate schedule attached hereto.

8. Right of Termination. The City and CVR shall have the right to immediately terminate this Agreement in its entirety at any time with or without cause.

9. Additional Terms of Engagement. Legal services shall be performed subject to the Additional Terms of Engagement attached hereto and incorporated herein.

10. Miscellaneous.

a. Severability. The provisions of this Agreement shall be deemed severable.

b. Contract Application/Award Requirements. The parties acknowledge that at the time of application and/or prior to award of this Agreement, the City has received on file proof of citizenship, residency or lawful presence of the signatory pursuant to §208.009 RSMo., and pursuant to §285.530 RSMo., a sworn affidavit and provision of documentation affirming enrollment and participation in a federal work authorization program.

c. Headings. The headings and captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement or any provision hereof.

d. Entire Agreement; Amendment. The parties hereto agree that this Agreement shall constitute the entire agreement between the parties and no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the parties.

e. Counterparts. This Agreement may be executed in multiple counterparts.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

CUNNINGHAM, VOGEL & ROST, P.C.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Daniel G. Vogel
333 S. Kirkwood Road, Suite 300
St. Louis, MO 63122

Bob Nation, Mayor

Dated: _____

Dated: _____

ATTEST:

Vickie Hass, City Clerk

ADDITIONAL TERMS OF ENGAGEMENT

Our Client. The person(s) or entity(ies) who are the client in this engagement are limited to those specifically stated in the accompanying engagement letter. In order to avoid misunderstandings and/or inadvertent conflicts of interest in the future, it is understood that, in the absence of written agreement to the contrary, neither this engagement nor our work in connection with this engagement shall be understood or taken to create an attorney-client relationship with other, including related or affiliated (e.g., parent, subsidiary, shareholder, partner, joint venture, etc.), persons or entities.

Provision of Legal Services, Generally. This engagement is for provision of professional legal services and not for the provision of business, personal, accounting, technical, financial or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

Bond Counsel Services. If legal services involve bond/note counsel services, including the rendering of an approving opinion of bond or note counsel: except as expressly provided in the foregoing letter, such services do not include assisting in the preparation or review of an official statement, private placement memorandum or other form of offering or disclosure document to be disseminated in connection with the sale of the obligations or any other disclosure document with respect to the obligations, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice regarding the official statement or other disclosure document. Other than preparation and delivery of transcripts, such services do not include providing continuing advice to you or to or any other party after closing on the obligations. Customarily, an approving opinion is delivered on the date the obligations are exchanged for their purchase price. An approving opinion will be based on and issued subject to facts and law existing as of its date. In rendering our approving opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and will assume continuing compliance by the issuer of the obligations with applicable laws relating to the obligations. During the course of this engagement, we will rely on you or other applicable parties to provide us with complete and timely information on all developments pertaining to any aspect of the obligations and their security. It is hereby acknowledged that the various legal opinions delivered concurrently with the delivery of bonds or notes express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to such transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Entire Agreement. The accompanying engagement letter, together with these Additional Terms of Engagement, shall constitute the entire agreement between us concerning the engagement and shall not be modified or supplemented, except in a subsequent writing signed by the parties.

Periodic Billings for Legal Services. Unless other arrangements have been made, it is our policy to render periodic statements for legal services on a monthly basis. We normally base these interim statements on hourly rates of lawyers and legal assistants working on the matter. Statements will be due upon presentation and are to be paid no later than thirty (30) days following the invoice date. The amounts paid on our interim billings are applied to the total final fee. If any statement amount remains unpaid sixty (60) days after the invoice date, the firm reserves the right to terminate its services, consistent with applicable Rules of Professional Conduct.

Determining the Fee. Generally, fees are primarily based on hourly rates for the respective lawyer or legal assistant involved. These rates vary depending on expertise and experience. We adjust these rates from time to time, as lawyers gain experience and expertise, and with economic conditions. When agreed to by engagement letter, fees are sometimes fixed irrespective of the hours involved. Circumstances, including those set out below may require departure from the application of hourly rates. Determination of the total final fee may await conclusion of each specified case or matter so that all relevant factors may be considered.

The firm has clients in multiple states. Our lawyers are subject to rules governing the professional conduct of lawyers in those states. In addition to time spent, these rules list other factors that can be considered in determining a reasonable fee. These include: reputation, the skill and experience required to complete the services properly; the extent to which the acceptance of the particular matter will preclude other employment; the amount involved; the results obtained; the time limitations imposed by the client or by the circumstances; the nature and length of the professional relationship with the client; and whether the fee is fixed or contingent. In the absence of agreement

with you, those factors will not be used to increase our billings for fees above the charge resulting from application of hourly rates.

Paralegals/Legal Assistants/Document Clerks. Certain work will be done by paralegals, sometimes called "legal assistants." Such persons, although not lawyers, have undergone training to perform certain kinds of services at lower rates. In matters involving significant quantities of document management, document clerks may be used to perform tasks at lower rates than those of legal assistants. All such work is supervised by lawyers. The use of such persons allows us to deliver legal services to you at a lower cost.

Client Disbursements. Matters may require, from time to time, certain monetary advances to be made on your behalf by the firm. Some of "client disbursements" represent out of pocket charges we advance, others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, copying charges, travel expenses, computer assisted legal research, etc.). It is understood that while acting as your lawyers, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. If the nature of the matter is such that we anticipate substantial advances, we may require a separate deposit for such purpose. Substantial individual items in excess of \$250, such as expert witness fees, the costs of deposition transcripts, printing costs, etc., may be billed directly to you by the vendor of such services. In many matters when lawyers must examine legal authorities, it is more economical to accomplish the task using computer databases of legal precedents (instead of the traditional method of manual retrieval). In such instances, the special charges assessed by the provider of these services are shown on client disbursement billings as "Electronic Research."

Client Files. During the course of client representation, this firm retains electronic and paper records relating to the professional legal services we provide so that we are better able to assist you with your legal needs and, in certain situations, to comply with professional guidelines. We employ physical, electronic, and procedural safeguards to preserve client confidentiality and to protect your non-public information. This firm agrees to retain and securely store your client files (which include documents generated by this firm, by the client, and by others) for a period of six (6) months after completion or termination of the representation, absent other written agreement between this firm and you regarding disposition of your files. You may request, in writing, the return of your client files at any time within such six (6) month period. Absent such a written request, your files will be deemed abandoned. In such case, you hereby authorize this firm to destroy your files at any time after expiration of such six-month period. All such client files will be destroyed unless this firm is otherwise required to retain same pursuant to the Code of Professional Responsibility or the Ethical Rules promulgated thereunder.

E-mail Confidentiality. This firm often communicates using e-mail. Any attorney or legal assistant e-mail could contain attorney-client, confidential, or other privileged communications. While the firm makes every effort to ensure that our e-mail and server are secure, Missouri lawyers are required by the Missouri Bar Disciplinary Counsel to notify prospective recipients of e-mail that (1) e-mail communication is not a secure method of communication, (2) any e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from the firm to you or vice versa, and (3) persons not participating in our communication may intercept our communications by improperly accessing your computer or the firm's computer or even some computer unconnected to either you or the firm that the e-mail passes through. Unless you otherwise instruct us in writing, this firm will assume you have consented to receive communications via e-mail. If in the future you change your mind and want future communications to be sent by a different method, please contact the firm in writing immediately.

Public Information. The firm represents many governmental entities throughout the region and undertakes pro bono and other actions in order to protect the interests of our municipal clients. By this engagement you agree we may share public information among our municipal clients in furtherance of your interests, for educational purposes, to establish qualifications or experience, or otherwise to allow our lawyers to provide service to local governments or otherwise promote municipal interests, provided that the firm's sharing of public information does not authorize disclosure of confidential information unless deemed impliedly or expressly authorized in furtherance of your specific representation.

CUNNINGHAM, VOGEL & ROST, P.C.

legal counselors to local government

BILLING RATES*

Attorneys:

Thomas A. Cunningham	\$335.00 @ hour
Daniel G. Vogel	\$325.00 @ hour
Paul V. Rost	\$295.00 @ hour
David A. Streubel	\$275.00 @ hour
G. Kimberly Diamond	\$215.00 @ hour
Erin P. Seele	\$195.00 @ hour
Margaret C. Eveker	\$170.00 @ hour
Steven M. Lucas	\$160.00 @ hour
Daniel T. Manning	\$155.00 @ hour
Emalea K. Black	\$135.00 @ hour **/ \$145.00 @ hour***

** August 2016

*** October 2016 (Attorney license pending)

Paralegals/Legal Assistants: \$80.00 to \$135.00 @ hour

COSTS & EXPENSES

Document Imaging	\$0.10 @ pg (B/W), \$0.50 (Color)
Facsimiles	no cost
Courier Services	at cost
Electronic Research	at cost (CVR discounted, pro-rated rate)
Mileage costs	no charge or actual cost
Long Distance Telephone	no charge
Miscellaneous	actual cost

* Billing rates effective as of January 1, 2016; subject to change.

BILL NO. 3076

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 6, RELATING TO THE APPOINTMENT OF OFFICERS OF THE CITY, AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, ADDING THE OFFICE OF CITY PROSECUTOR AND PERMITTING THE APPOINTMENT OF SPECIAL COUNSEL FOR THE CITY

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

Section A. Ordinance No. 6, passed and approved on June 1, 1988, is repealed and new, amended Ordinance provisions enacted in its place, to read as follows:

Section 1. Pursuant to Section 77.370 of the Missouri Revised Statutes, as amended, the following City Officials shall be appointed:

Municipal Judge,
City Attorney,
City Prosecutor,
Assessor,
Collector,
Treasurer.

Section 2. The City Council, or the Mayor with the advice and consent of the City Council, may also appoint and retain special legal counsel to advise or represent the City on particular matters.

Section 3. The term of appointment for each such City Official shall not exceed four (4) years. Each such City Official may be removed from office prior to the expiration of his or her respective term by the Mayor and the City Council, in the manner provided by Section 77.340 of the Missouri Revised Statutes, as amended.

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

Passed and approved this _____ day of _____, 2016.

MAYOR

ATTEST:

City Clerk

First Reading Held: _____

BILL NO. 3077

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 17, RELATING TO THE LAW DEPARTMENT OF THE CITY, AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, INCLUDING PROVISIONS ESTABLISHING THE QUALIFICATIONS FOR THE OFFICES OF CITY ATTORNEY AND CITY PROSECUTOR AND SPECIFYING THEIR FUNCTIONS

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

Section A. Ordinance No. 17, passed and approved on June 1, 1988, is repealed and new, amended Ordinance provisions enacted in its place, to read as follows:

Section 1. Department Created. There is hereby created the Law Department which shall consist of the office of City Attorney and the office of City Prosecutor.

Section 2. Functions. It shall be the function of the Law Department to prosecute or defend any and all suits or actions at law or equity to which the City may be a party or in which it may be interested, to provide legal advice and consultation to all elected and appointed City Officials, and to prosecute all alleged violations of the traffic Ordinances of the City and such other violations of the codes and Ordinances of the City as the City Council may authorize.

Section 3. City Attorney and City Prosecutor -- Appointment, Qualifications and Removal. The offices of City Attorney and City Prosecutor shall be filled by appointment made by the Mayor with the consent and approval of the City Council, as provided by Sections 77.330 and 77.370 of the Missouri Revised Statutes, as amended. The City Attorney shall meet the qualifications required for the office by Section 77.370 of the Missouri Revised Statutes, as amended, and both the City Attorney and the City Prosecutor shall possess the following qualifications before taking office and at all times while in office: (1) each must be a licensed attorney qualified and in good standing to practice law within the State of Missouri; (2) each must be a resident of the State of Missouri, but need not reside within the City of Chesterfield; and (3) each must be at least twenty-one (21) years of age. Such appointments shall be for a term which shall not exceed four (4) years, provided that each such City Official may be removed from office prior to the expiration of his or her respective term by the Mayor and the City Council, in the manner provided by Section 77.340 of the Missouri Revised Statutes, as amended. The City Council, or the Mayor with the advice and consent of the City Council, may also appoint and retain special legal counsel to advise or represent the City on particular matters.

Section 4. City Attorney and City Prosecutor as Part-Time Positions. The City Attorney and the City Prosecutor are each to be considered as holding part-time positions and, as such, may accept other employment, except to the extent provided by law and in this Section 4. They each (a) may serve as a City Attorney, Municipal Judge, or City Prosecutor in another municipality, but (b) may not hold any other elected or appointed office within the City Government of the City of Chesterfield, and (c) may not enter their appearance as defense counsel of record in any criminal, traffic or infraction proceeding pending in any municipal court or court

of record in St. Louis County, Missouri, provided that, to the extent otherwise permitted by law, (i) the individuals currently serving in the offices of City Attorney and City Prosecutor at the time of enactment of this Ordinance shall be exempted from this prohibition, and (ii) this prohibition shall not apply to other members of the City Attorney's or City Prosecutor's law firm, if any.

Section 5. Duties of City Attorney. The City Attorney shall prosecute or defend any and all suits or actions at law or equity to which the City may be a party or in which it may be interested, or which may be brought against or by any officer of the City on behalf of the City or in the capacity of such persons as an officer of the City; provided, however, that the City Prosecutor shall prosecute all violations of traffic Ordinances of the City and such other violations of City Ordinances as the Council may provide; and further provided, nothing contained in this Section shall be deemed to preclude the defense of actions seeking to assess a monetary liability against the City by counsel selected and retained by the insurance carrier of the City, or to request that the City Attorney prosecute or defend any particular suit or action at law or in equity referred to in this Section.

(A) Advice. The City Attorney shall be the principal legal advisor of the City and shall render advice on all legal questions affecting the City whenever requested to do so by any City officer. Upon request by the Mayor and Council he shall reduce any such opinion to writing.

(B) Judgments. It shall be the duty of the City Attorney to see to the full enforcement of all judgments or decrees entered in favor of the City and all similar interlocutory orders.

(C) Special Assessments. It shall be the duty of the City Attorney to see to the completion of all special assessment proceedings and condemnation proceedings.

(D) Legal Questions Affecting the City. It shall be the duty of the City Attorney to render advice on legal questions affecting the City and to prepare Ordinances, Resolutions, and other legal instruments whenever requested and to provide such other legal counsel and services as the Mayor or Council may from time to time specify.

(E) Approval of Legislation and Contracts as to Legal Form. The City Attorney shall approve all Contracts, Ordinances and Resolutions of the City as to legal form prior to their passage and approval.

Section 6. Duties of City Prosecutor. It shall be the duty of the City Prosecutor to prosecute all violations of the traffic Ordinances of the City and such other violations of the Codes and Ordinances of the City as the Council may authorize or direct, before either the Municipal Judge or any other judge of a court of record hearing matters involving violation of the City's Ordinances.

Section 7. Approval of Surety Bonds. All bonds required by law or ordinance to be submitted to and approved by the City Council shall first be submitted to the City Attorney who shall examine said bonds. If in his judgment the bonds are properly drawn and are legal and binding obligations, he shall endorse the same with his approval; if they are not, he shall endorse his disapproval thereon together with his reason therefor.

Section 8. Compensation. The City Attorney and the City Prosecutor shall be compensated either on an annual-retainer basis or on a per-hour-of-work or other basis, whichever is mutually agreed to by each such Officer and the City Council, consistently with Section 77.440 of the Missouri Revised Statutes, as amended.

Section 9. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of the Ordinance, but they shall remain in effect, it being the legislative intent of the City Council that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 10. This Ordinance shall be in force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2016.

MAYOR

ATTEST:

City Clerk

First Reading Held: _____

BILL NO. 3078

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 93, RELATING TO THE MUNICIPAL COURT OF THE CITY OF CHESTERFIELD, AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, INCLUDING PROVISIONS ESTABLISHING THE QUALIFICATIONS OF THE OFFICE OF MUNICIPAL JUDGE

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

Section A. Ordinance No. 93, passed and approved on June 1, 1988, is repealed and new, amended Ordinance provisions enacted in its place, to read as follows:

Section 1. Municipal Court Established; Composition. There is hereby established a Municipal Court, as authorized by the provisions of Chapter 479 of the Missouri Revised Statutes, as amended. The Municipal Court shall consist of a Municipal Judge, Court Clerk, Deputy Court Clerk and such other nonjudicial personnel as may be required for the proper functioning of the Municipal Court, and the City shall provide a suitable courtroom in which to hold court.

Section 2. Functions. The Municipal Court shall be responsible for the regular hearing and determination of municipal Ordinance violation cases of the City of Chesterfield, over which it shall have original jurisdiction, and shall be operated in accordance with the applicable rules of the Supreme Court of Missouri and of the Circuit Court of St. Louis County, Missouri.

Section 3. Duties, Qualifications, Status and Powers of Municipal Judge.

A. The Municipal Judge shall be a conservator of the peace. The Municipal Judge shall keep (1) a docket in which there shall be entered every case commenced before the Municipal Court and the records of all proceedings therein, and (2) such other records as may be required by law. Such docket and records shall be deemed records of the Circuit Court of St. Louis County.

B. The Municipal Judge shall administer oaths and enforce due obedience to all orders, rules and judgments made by the Municipal Court, and to the extent permitted by law may fine or imprison for contempt committed before such Municipal Judge while holding court, in the same manner and to the same extent as a Circuit Judge.

C. The Municipal Judge shall possess such qualifications before taking office and at all times while in office as are required by law, including the qualifications that the Municipal Judge (1) must be a licensed attorney qualified and in good standing to practice law within the State of Missouri;

(2) must be a resident of the State of Missouri, but need not reside within the City of Chesterfield; and (3) must be at least twenty-one (21) years of age. D. The Municipal Judge is to be considered as holding a part-time position and, as such, may accept other employment, except to the extent provided by law and in this Section 3(C). The Municipal Judge (a) may serve as a City Attorney, Municipal Judge, or City Prosecutor in another municipality, but (b) may not hold any other elected or appointed office within the City Government of the City of Chesterfield, and (c) may not enter an appearance as defense counsel of record in any criminal, traffic or infraction proceeding pending in any municipal court or court of record in St. Louis County, Missouri, provided that, to the extent otherwise permitted by law, (i) the individual currently serving in the office of Municipal Judge at the time of enactment of this Ordinance shall be exempted from this prohibition, and (ii) this prohibition shall not apply to other members of the Municipal Judge's law firm, if any.

Section 4. Court Schedule. The Municipal Court shall be convened at least two (2) times each month and at such other times as the Municipal Judge may direct.

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

Passed and approved this _____ day of _____, 2016.

MAYOR

ATTEST:

City Clerk

First Reading Held: _____

BILL NO. 3079

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE IX PARKING RESTRICTIONS OF SECTION 300 OF THE CITY OF CHESTERFIELD CODE OF ORDINANCES BY ADDING PROVISIONS THERETO TO RESTRICT PARKING ON RIVER VALLEY DRIVE.

WHEREAS, The City of Chesterfield will be closing River Valley Drive to through traffic by constructing a gate and a cul-de-sac; and

WHEREAS, parking vehicles in this area could prohibit emergency access through the gate and a sufficient turning radius within the cul-de-sac.

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

Section 1. Schedule IX: Parking Restrictions of Section 300 of the Code of the City of Chesterfield is hereby amended by adding provisions thereto as follows:

Part of Road or Street Where Parking is Regulated	Parking Restrictions
River Valley Drive, both sides, from the City Limits around the cul-de-sac and terminating at a point 40 feet north of the south property line of 76 River Valley Drive.	No parking anytime

Section 3. In all other respects, Section 300 is in full force and effect.

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

Passed and approved this _____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

FIRST READING HELD _____

DATE: March 14, 2016

TO: Michael G. Herring
City Administrator

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

RE: River Valley Drive Closure



As directed by City Council, in May of 2015 Public Services Staff provided a report detailing the impacts of the closure and / or vacation of River Valley Drive and Hog Hollow Road. This report was generated in response to the potential development of the Howard Bend area within the City of Maryland Heights. At that time City Council directed City Staff to prepare plans and a cost estimate for the closure of River Valley Drive. As you may recall, the City Attorney reviewed this matter and advised that a closure could be effected so long as the closure was constructed in conformance with City road standards and the public impacts were thoroughly considered.

In November of 2015 City Staff submitted plans and an estimate for the closure of River Valley Drive to the Planning and Public Works Committee. Those plans and estimate were reviewed by the Committee and recommended for approval to City Council, who unanimously authorized Staff to create a bid package. Bids for the River Valley Drive Closure Project were opened on March 8, 2016, as detailed in the attached memorandum from Civil Engineer Chris Krueger. City Staff recommends that this project be awarded to Krupp Construction in the amount of \$155,000, which includes the low bid amount of \$140,281.55 and a modest contingency. The City has contracted with Krupp Construction previously and they have performed satisfactory.

Area residents have expressed concerns about motorists parking on the new cul-de-sac. To alleviate these concerns and to ensure sufficient space for motorists to turn around using the cul-de-sac, City Staff is recommending the passage of the attached ordinance which would restrict parking on both sides of River Valley Drive from the City Limits to a point 160 feet south of the gate including the cul-de-sac.

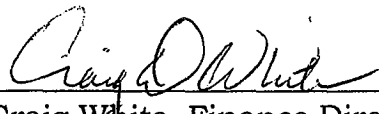
✓ MGH
3/15/16

The River Bend Association is proposing a memorial to former Councilmember Nancy Greenwood which will be in the form of a bronze plaque. An initial proof of the proposed plaque is attached. The shape and size of the text are generic and may change slightly. The River Bend Association is providing the memorial plaque at no cost to the City.

Action Recommended

I request and recommend that this matter be forwarded to City Council for consideration of approval of an agreement with Krupp Construction and the attached ordinance restricting parking on River Valley Drive. Should Council concur with this recommendation it should approve the attached ordinance and authorize the City Administrator to execute the necessary contract documents with Krupp Construction. Additionally, City Council should authorize the transfer of \$155,000 from General Fund – Fund Reserves above the forty percent policy to account 120-079-5490.

Concurrence:



Craig White, Finance Director

Cc: Michael O. Geisel, Director of Public Services

AN ORDINANCE AUTHORIZING THE CITY OF CHESTERFIELD, MISSOURI TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF REFUNDING A PORTION OF THE OUTSTANDING CERTIFICATES OF PARTICIPATION (CITY OF CHESTERFIELD, MISSOURI, LESSEE), SERIES 2008; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Chesterfield, Missouri (the "City") authorized the delivery of \$4,720,000 original principal amount of Certificates of Participation (City of Chesterfield, Missouri, Lessee), Series 2008 (the "Series 2008 Certificates"), which were delivered for the purpose of providing funds to renovate and improve the City's Central Park and Chesterfield Valley Athletic Complex (the "Project"); and

WHEREAS, the City finds and determines that it is advantageous and in the best interests of the City to enter into certain transactions with Wells Fargo Bank, N.A., as trustee (the "Trustee"), relating to the delivery of Refunding Certificates of Participation (City of Chesterfield, Missouri, Lessee), Series 2016 (the "Series 2016 Certificates"), to provide funds to (1) refund a portion of the outstanding Series 2008 Certificates (the "Refunded Certificates") and (2) pay certain costs in connection with the execution and delivery of the Series 2016 Certificates; and

WHEREAS, the City owns certain real property upon which the City's Parks Administration Building and Maintenance Facility is located (the "Real Property"), which was improved with a portion of the proceeds of the Series 2008 Certificates, and which the City is leasing to the Trustee pursuant to a Base Lease dated as of December 1, 2008; and

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the City to take the following actions:

1. Enter into a Third Supplemental Lease Purchase Agreement dated as of April 1, 2016 (the "Third Supplemental Lease") with the Trustee, as lessor, the form of which is attached hereto as **Exhibit A**, which supplements and amends the Lease Purchase Agreement dated as of December 1, 2008 (the "Original Lease"), as amended by the First Supplemental Lease Purchase Agreement dated as of September 1, 2009 (the "First Supplemental Lease") and as further amended by the Second Supplemental Lease Purchase Agreement dated as of September 1, 2014 (the "Second Supplemental Lease" and collectively with the Original Lease, the First Supplemental Lease and the Third Supplemental Lease, the "Lease"), pursuant to which the City is leasing the Real Property and the portion of the Project located thereon (the "Leased Property"), from the Trustee on a year-to-year basis with an option to purchase the Trustee's interest in the Leased Property;

2. Execute an Adoption Agreement relating to the Omnibus Continuing Disclosure Certificate dated as of November 1, 2013 (the "Adoption Agreement") pursuant to which the City agrees to provide certain financial and other information with respect to the Series 2016 Certificates, the form of which is attached hereto as **Exhibit B**;

3. Enter into a Tax Compliance Agreement dated as of April 1, 2016 (the "Tax Compliance Agreement") with the Trustee, pursuant to which the City makes certain representations and covenants related to the exclusion of the Interest Portions of Basic Rent (as defined in the Lease) under the Lease from gross income for purposes of federal income taxation, the form of which is attached hereto as **Exhibit C**;

4. Approve a Third Supplemental Declaration of Trust dated as of April 1, 2016 (the "Third Supplemental Declaration of Trust") by the Trustee, pursuant to which the Series 2016 Certificates will be executed and delivered, the form of which is attached hereto as **Exhibit D**, which supplements and amends the Declaration of Trust dated as of December 1, 2008 (the "Original Declaration of Trust"), as amended by the First Supplemental Declaration of Trust dated as of September 1, 2009 (the "First Supplemental Declaration of Trust") and as further amended by the Second Supplemental Declaration of Trust dated as of September 1, 2014 (the "Second Supplemental Declaration of Trust" and collectively with the Original Declaration of Trust, the First Supplemental Declaration of Trust and the Third Supplemental Declaration of Trust, the "Declaration of Trust");

5. Approve an Official Statement with respect to the Series 2016 Certificates, to be in substantially the same form as the Preliminary Official Statement with respect to the Series 2016 Certificates, the form of which is attached hereto as **Exhibit E** (the "Preliminary Official Statement," and together, the "Official Statement"); and

6. Enter into a Certificate Purchase Agreement (the "Certificate Purchase Agreement") among the City, the Trustee and Hilltop Securities Inc., St. Louis, Missouri, as the original purchaser of the Series 2016 Certificates (the "Underwriter"), the form of which is attached hereto as **Exhibit F**; and

7. Enter into an Escrow Trust Agreement (the "Escrow Agreement") between the City and BOKF, N.A., as escrow agent, the form of which is attached hereto as **Exhibit G**.

The Third Supplemental Lease, the Adoption Agreement, the Tax Compliance Agreement, the Certificate Purchase Agreement and the Escrow Agreement are referred to together herein as the "City Documents."

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

Section 1. Approval of Delivery of the Series 2016 Certificates.

(a) The City hereby approves the delivery of the Series 2016 Certificates in an aggregate principal amount not to exceed \$3,400,000 for the purposes set forth in the recitals to this Ordinance. The Series 2016 Certificates shall be issued and secured pursuant to the Declaration of Trust. The Series 2016 Certificates shall have a final maturity not later than December 1, 2028; and shall bear interest from the date thereof payable on June 1 and December 1 in each year at rates per annum as set forth in the Final Terms Certificate in substantially the form attached as **Schedule I** hereto, which shall be executed by the Mayor or President Pro Tem.

(b) Upon execution of the Final Terms Certificate meeting all of the requirements set forth herein and therein, the Series 2016 Certificates shall be sold to the Underwriter with an underwriter's discount of not more than 0.55% of the original principal amount of the Series 2016 Certificates. The true interest cost on the Series 2016 Certificates shall not be greater than 2.70%. The Refunded Certificates will be identified in the Final Terms Certificate. The net present value savings of refunding the Refunded Certificates shall not be less than 5.0%.

(c) The Series 2016 Certificates shall be in such denominations, shall be in such forms, shall be subject to prepayment prior to the stated payment dates thereof, shall have such other terms and provisions, and shall be executed and delivered in such manner subject to such provisions, covenants and agreements as are set forth in the Declaration of Trust.

Section 2. Limited Obligations. The Series 2016 Certificates and the interest thereon shall be limited obligations, payable solely out of the rents, revenues and receipts received by the Trustee from the City pursuant to the Lease. Neither the Lease nor the Series 2016 Certificates shall constitute a debt or liability of the City or of the State of Missouri or of any political subdivision thereof, and neither the Lease nor the Series 2016 Certificates shall constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

Section 3. Authorization and Approval of the City Documents and the Third Supplemental Declaration of Trust. The City Documents and the Third Supplemental Declaration of Trust are hereby approved in substantially the forms submitted to and reviewed by the City Council on the date hereof, with such changes therein as are approved by the Mayor or President Pro Tem. The Mayor's or President Pro Tem's execution of the City Documents will be conclusive evidence of such approval.

The obligation of the City to pay Basic Rent Payments (as defined in the Lease) under the Lease is subject to annual appropriation and will constitute a current expense of the City and will not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor will anything contained in the Lease constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the Lease will be construed so as to give effect to such intent.

The Mayor and President Pro Tem are hereby authorized and directed to execute and deliver the City Documents and to approve changes to the Third Supplemental Declaration of Trust on behalf of and as the act and deed of the City. The City Clerk and the Deputy City Clerk are hereby authorized to affix the City's seal to the City Documents and attest said seal.

Section 4. Prepayment of the Refunded Certificates. The Refunded Certificates maturing on December 1, 2020 and thereafter are hereby called for prepayment prior to maturity on December 1, 2018. Such Refunded Certificates shall be prepaid at the principal corporate trust office of the Trustee, by the payment on the prepayment date of the principal thereof, together with prepayment premium, if any, and accrued interest thereon to the prepayment date. The officers of the City are hereby authorized and directed to take such other action as may be necessary in order to effect the prepayment of such Refunded Certificates.

Section 5. Approval of Official Statement. The final Official Statement is hereby authorized and approved, supplementing, amending and completing the Preliminary Official Statement, with such changes therein and additions thereto as are approved by the officer of the City executing the final Official Statement, said officer's execution thereof to be conclusive evidence of said officer's approval thereof, and the public distribution of the final Official Statement by the Underwriter is in all respects hereby authorized and approved for use in connection with the sale of the Series 2016 Certificates. The

Mayor of the City and the President Pro Tem are hereby authorized to execute and deliver the final Official Statement on behalf of and as the act and deed of the City.

For the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the City hereby deems the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by the Rule, and the appropriate officers of the City are hereby authorized, if requested, to provide the Underwriter a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Underwriter to comply with the requirement of such Rule.

Section 6. Further Authority. The City will, and the officials and agents of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the City Documents, the other documents authorized or approved hereby.

Section 7. Severability. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void ones, and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent. The invalid provision shall be omitted and this Ordinance shall be amended to the extent possible to conform to the original intent of the City.

Section 8. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 9. Effective Date. This ordinance shall be in full force and effect from and after its passage and approval.

[Remainder of Page Intentionally Left Blank.]

PASSED and APPROVED this 21st day of March, 2016.

President Pro Tem, Presiding Officer

(Seal)

ATTEST:

City Clerk

APPROVED by the Mayor this 21st day of March, 2016.

Mayor

EXHIBIT A

THIRD SUPPLEMENTAL LEASE PURCHASE AGREEMENT

[On file in the office of the City Clerk]

EXHIBIT B

**ADOPTION AGREEMENT RELATING TO THE
OMNIBUS CONTINUING DISCLOSURE CERTIFICATE**

[On file in the office of the City Clerk]

EXHIBIT C

TAX COMPLIANCE AGREEMENT

[On file in the office of the City Clerk]

EXHIBIT D

THIRD SUPPLEMENTAL DECLARATION OF TRUST

[On file in the office of the City Clerk]

EXHIBIT E

PRELIMINARY OFFICIAL STATEMENT

[On file in the office of the City Clerk]

EXHIBIT F

CERTIFICATE PURCHASE AGREEMENT

[On file in the office of the City Clerk]

EXHIBIT G

ESCROW TRUST AGREEMENT

[On file in the office of the City Clerk]

SCHEDULE I

FINAL TERMS CERTIFICATE

The undersigned, [Mayor/President Pro Tem] of the City of Chesterfield, Missouri (the "City"), hereby executes this Final Terms Certificate pursuant to **Section 1** of the Ordinance adopted by the City Council of the City on March 21, 2016 (the "Ordinance") authorizing the delivery of Refunding Certificates of Participation (City of Chesterfield, Missouri, Lessee), Series 2016 (the "Series 2016 Certificates"). *Capitalized terms used* herein shall have the meanings assigned to such terms in the Ordinance.

1. Aggregate Principal Amount of the Series 2016 Certificates (not greater than \$3,400,000):
\$_____.
2. Stated Maturities and Rates of Interest of the Series 2016 Certificates (not later than December 1, 2028):

[*SERIAL CERTIFICATES*]

<u>STATED MATURITY</u> <u>(DECEMBER 1)</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>ANNUAL RATE</u> <u>OF INTEREST</u>
20__	\$	%
20__		
20__		

[*TERM CERTIFICATES*]

<u>STATED MATURITY</u> <u>(DECEMBER 1)</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>ANNUAL RATE</u> <u>OF INTEREST</u>
20__	\$	%
20__		
20__		

3. [*Mandatory sinking fund prepayment provisions of Term Certificates:*

Term Certificates Maturing December 1, 20__

<u>PREPAYMENT DATE</u> <u>(DECEMBER 1)</u>	<u>PRINCIPAL PORTION</u>
20__	
20__ [†]	

[†]Stated Maturity

Term Certificates Maturing December 1, 20__

PREPAYMENT DATE
(DECEMBER 1)

PRINCIPAL PORTION

20____
20____†

†Stated Maturity

4. Purchase Price of the Series 2016 Certificates:

Original Principal Amount (not greater than \$3,400,000)
Less Original Issue Discount
Plus Original Issue Premium
Less Underwriting Discount (not greater than 0.55%)
Plus Accrued Interest (if any)
Total Purchase Price

5. True Interest Cost of the Series 2016 Certificates (not greater than 2.70%): _____%.

6. Prepayment Provisions:

The Series 2016 Certificates that evidence Principal Portions of Basic Rent payable to Certificate Owners on or after December 1, 20__ will be subject to optional prepayment, as a whole or in part, on or after December 1, 20__, at a Prepayment Price equal to 100% of the Principal Portion of Basic Rent represented by the Series 2016 Certificates being prepaid, plus the Interest Portion of Basic Rent accrued to the Prepayment Date, from amounts paid by the City upon the exercise of its option to purchase the Trustee's interest in the Leased Property or partially prepay Basic Rent Payments pursuant to the terms of the Lease.

8. Refunded Certificates: The Refunded Certificates consists of the Series 2008 Certificates maturing in the years 20__ [and thereafter].

7. Net Present Value Savings of the Refunded Certificates (not less than 5.0%):

Dated this ____ day of _____, 2016.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Title: _____

BILL NO. 3081

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ROAD RELINQUISHMENT AGREEMENTS WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR PORTIONS OF TOREADOR DRIVE AND ELBRIDGE PAYNE ROAD.

WHEREAS, the City of Chesterfield, after careful consideration of the matter wishes to enter into Road Relinquishment Agreements with the Missouri Highways and Transportation Commission for portions of Toreador Drive and Elbridge Payne Road, in substantially similar form as that attached hereto as Exhibit A;

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

Section 1. The City Council of the City of Chesterfield hereby directs and authorizes the City Administrator to enter into an Agreement with the Missouri Highways and Transportation Commission, in a form substantially similar to Attachment "A" hereto, relative to the conveyance of portions of Toreador Drive and Elbridge Payne Road, and to take all other actions necessary to effect such an agreement and carry out the provisions of this ordinance.

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

Passed and approved this _____ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK

First Reading held _____

CCO FORM: RW27
Approved: 6/97 (DPP)
Revised: 06/15 (AR)
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
ROAD RELINQUISHMENT AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission ("Commission") and City of Chesterfield ("Agency").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to relinquish a portion of the state highway system to the agency.

(2) WORK BY COMMISSION: Prior to any relinquishment or conveyance of the herein state highway to the Agency, the Commission shall perform the following:

None

(3) LOCATION: The general location of the highway to be conveyed is as follows:

Route 340 east outer road (Elbridge Payne Road) from station 225+30.55 northward to station 231+69.05. See Exhibit A.

(4) RELINQUISHMENT: Upon completion of the work as specified in paragraph (2), the Commission shall convey to the Agency the portion of the State Highway which is the subject of this Agreement by a quitclaim deed releasing any and all interest the Commission has in the above-described property. The exact legal description of the highway shall appear in the quitclaim deed. The Commission makes no representation to the state of title of the above-described property and it is incumbent upon the Agency to seek its own professional opinion as to the resulting state of title. The Agency agrees to accept the deed from the Commission. The deed shall be filed with the office of the recorder of deeds in the county where the highway is located.

(5) UTILITY CLAUSES IN THE DEED: The following clauses will be included in the quitclaim deed from the Commission to the Agency:

The Agency, by acceptance of this conveyance, covenants and agrees for

itself, its successors and assigns, to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property, and to grant the current and subsequent owners of those facilities the right to maintain, construct and reconstruct the facilities and their appurtenances over, under, and across the land herein conveyed, along with the right of ingress and egress across the land herein conveyed to and from those utilities.

(6) MAINTENANCE BY COMMISSION: Prior to conveyance of the highway, the Commission shall maintain the highway as part of the state highway system. Upon conveyance of the highway to the Agency, Commission's responsibility to maintain the highway shall cease and the highway will no longer be considered a part of the state highway system.

(7) MAINTENANCE BY AGENCY: Upon conveyance by the Commission as shown by the date on the quitclaim deed, Agency shall maintain the highway as part of Agency's system.

(8) FUTURE REPAIR: After conveyance of the highway to the Agency, the Commission may agree to perform future repair to the highway. Any future repair by the Commission shall only be by a separate written agreement between the Commission and the Agency. The cost of any future repairs by the Commission shall be identified by the separate agreement and shall be the responsibility of the Agency.

(9) COMMISSION REPRESENTATIVE: The Commission's district engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(10) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Agency shall comply with all state and federal laws and regulations relating to the performance of this Agreement.

[Remainder of Page Intentionally Left Blank. Signatures Appear on Following Page.]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by Agency this _____ day of _____, 20____.

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

City of Chesterfield

Title _____

By: _____
Title _____

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No. _____

Exhibit A

CCO FORM: RW27
Approved: 6/97 (DPP)
Revised: 06/15 (AR)
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
ROAD RELINQUISHMENT AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission ("Commission") and City of Chesterfield ("Agency").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to relinquish a portion of the state highway system to the agency.

(2) WORK BY COMMISSION: Prior to any relinquishment or conveyance of the herein state highway to the Agency, the Commission shall perform the following:

None

(3) LOCATION: The general location of the highway to be conveyed is as follows:

Toreador Drive from the intersection with Route 340 southward approximately 600 feet to the existing City of Chesterfield right of way. See Exhibit A.

(4) RELINQUISHMENT: Upon completion of the work as specified in paragraph (2), the Commission shall convey to the Agency the portion of the State Highway which is the subject of this Agreement by a quitclaim deed releasing any and all interest the Commission has in the above-described property. The exact legal description of the highway shall appear in the quitclaim deed. The Commission makes no representation to the state of title of the above-described property and it is incumbent upon the Agency to seek its own professional opinion as to the resulting state of title. The Agency agrees to accept the deed from the Commission. The deed shall be filed with the office of the recorder of deeds in the county where the highway is located.

(5) UTILITY CLAUSES IN THE DEED: The following clauses will be included in the quitclaim deed from the Commission to the Agency:

The Agency, by acceptance of this conveyance, covenants and agrees for

itself, its successors and assigns, to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property, and to grant the current and subsequent owners of those facilities the right to maintain, construct and reconstruct the facilities and their appurtenances over, under, and across the land herein conveyed, along with the right of ingress and egress across the land herein conveyed to and from those utilities.

(6) MAINTENANCE BY COMMISSION: Prior to conveyance of the highway, the Commission shall maintain the highway as part of the state highway system. Upon conveyance of the highway to the Agency, Commission's responsibility to maintain the highway shall cease and the highway will no longer be considered a part of the state highway system.

(7) MAINTENANCE BY AGENCY: Upon conveyance by the Commission as shown by the date on the quitclaim deed, Agency shall maintain the highway as part of Agency's system.

(8) FUTURE REPAIR: After conveyance of the highway to the Agency, the Commission may agree to perform future repair to the highway. Any future repair by the Commission shall only be by a separate written agreement between the Commission and the Agency. The cost of any future repairs by the Commission shall be identified by the separate agreement and shall be the responsibility of the Agency.

(9) COMMISSION REPRESENTATIVE: The Commission's district engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(10) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Agency shall comply with all state and federal laws and regulations relating to the performance of this Agreement.

[Remainder of Page Intentionally Left Blank. Signatures Appear on Following Page.]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by Agency this _____ day of _____, 20____.

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

City of Chesterfield

Title _____

By: _____
Title _____

Secretary to the Commission

By _____
Title _____

Approved as to Form:

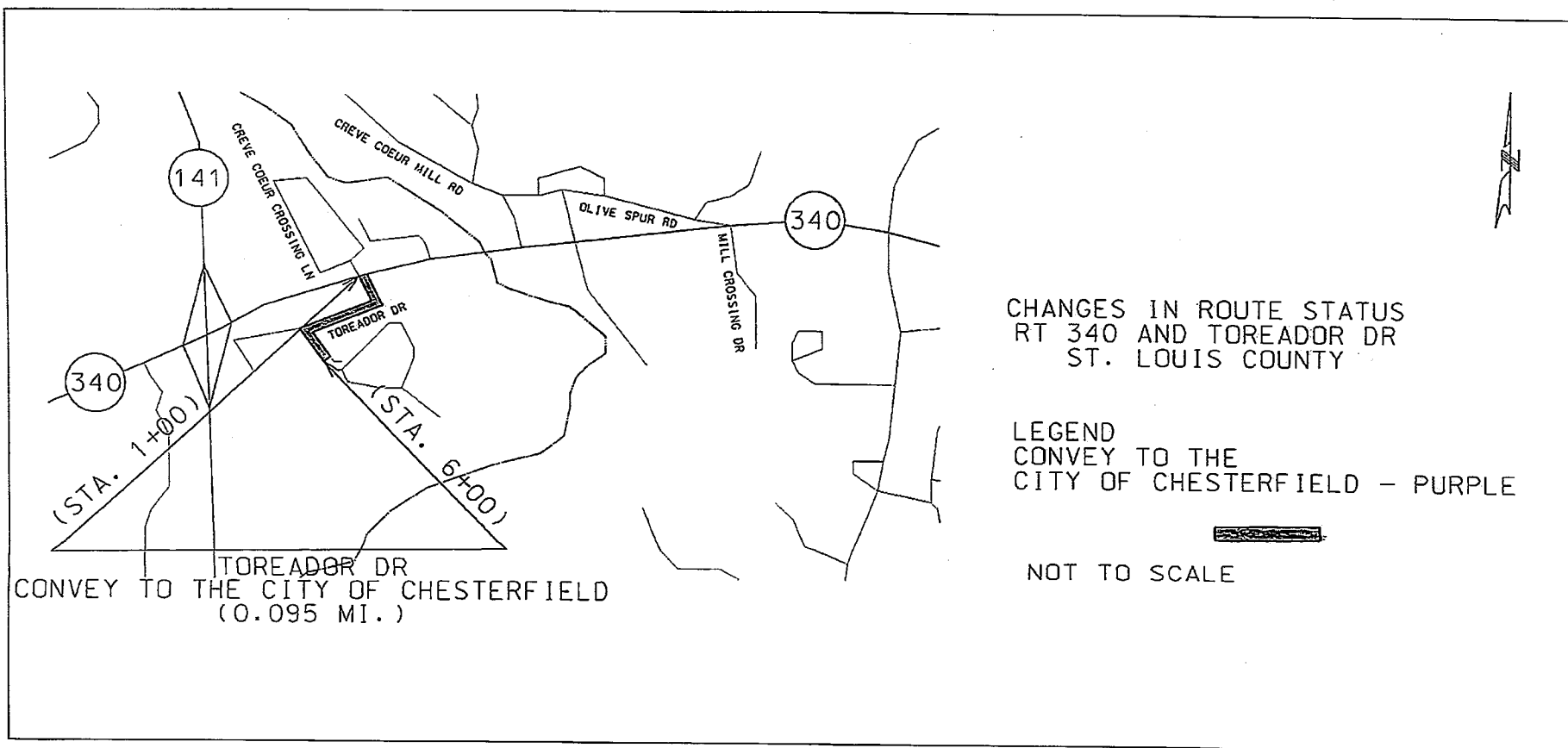
Approved as to Form:

Commission Counsel

Title _____

Ordinance No. _____

Exhibit A



LEGISLATION – PLANNING COMMISSION

BILL NO. 3075 - AMENDS THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF A "PI" PLANNED INDUSTRIAL DISTRICT TO A "PC" PLANNED COMMERCIAL DISTRICT FOR A 6.07 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF CHESTERFIELD AIRPORT ROAD WEST OF ITS INTERSECTION WITH PUBLIC WORKS DRIVE (P.Z. 13-2015, CHESTERFIELD VALLEY SQUARE (BURGUNDY ARROW, LLC) (17U230320) (**FIRST READING; PLANNING COMMISSION RECOMMENDS APPROVAL**)

BILL NO. 3075

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF A "PI" PLANNED INDUSTRIAL DISTRICT TO A "PC" PLANNED COMMERCIAL DISTRICT FOR A 6.07 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF CHESTERFIELD AIRPORT ROAD WEST OF ITS INTERSECTION WITH PUBLIC WORKS DR. (P.Z. 13-2015 CHESTERFIELD VALLEY SQUARE {BURGUNDY ARROW, LLC} 17U230320).

WHEREAS, the petitioner, Burgundy Arrow, LLC, has requested a change in zoning from "PI" Planned Industrial District to "PC" Planned Commercial District for a 6.07 acre tract of land located on the south side of Chesterfield Airport Road west of its intersection with Public Works Dr.; and,

WHEREAS, a Public Hearing was held before the Planning Commission on January 11, 2016; and,

WHEREAS, the Planning Commission, 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 a "PC" Planned Commercial District for a 6.07 acre tract of land located at 101 Chesterfield Valley Dr. and as described as follows:

A tract of land being part of Share 3 and Share 4 of the Subdivision of the Estate of Peter Steffan in U.S. Surveys 125 and 126, Township 45 North, Range 4 East of the 5th Principal Meridian, St. Louis County, Missouri, and being part of Adjusted Parcel "A" of Boundary Adjustment Plat filed in Plat Book 216 Page 75 of the Recorder of Deed's Office in St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the Northwest corner of above said Adjusted Parcel "A", said point also being located on the Southerly line of Chesterfield Airport Road, 100 feet wide; thence North 89 degrees 34 minutes 20 seconds East along last said Southerly line 263.79 feet to a point on a curve to the right for which the radius point bears South 08 degrees 00 minutes 45 seconds West 92.00 feet, said point also being located on the Southwesterly line of a tract of land as dedicated to the City of Chesterfield, Missouri for right-of-way by instrument recorded in Book 14205 Page 2994 of the above said Recorder's Office; thence along last said Southwesterly line along last said curve, with a chord which bears South 40 degrees 41 minutes 12 seconds East 121.44 feet an arc distance of 132.63 feet; thence departing last said curve South 00 degrees 34 minutes 15 seconds West 7.24 feet; thence South 89 degrees 25 minutes 45 seconds East 4.00 feet to a point on the Westerly line of Public Works Drive, 50 feet wide; thence South 00 degrees 34 minutes 00 seconds West along last said Westerly line 666.46 feet to a point on the Northerly line of a tract of land as conveyed to the City of Chesterfield by instrument recorded in Book 10559 Page 1471 of the above said Recorder's Office; thence South 89 degrees 34 minutes 20 seconds West along last said Northerly line 347.88 feet to a point in the Westerly line of above said Adjusted Parcel "A"; thence North 00 degrees 34 minutes 00 seconds East along last said Westerly line 766.46 feet to the POINT OF BEGINNING and containing 264,391 square feet or 6.070 acres more or less according to calculations performed by Stock and Associates Consulting Engineers, Inc. on March 25, 2004.

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

Section 3. The City Council, pursuant to the petition filed by Burgundy Arrow, LLC in P.Z. 13-2015, requesting the change embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 11th day of January 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 _____, 2016.

MAYOR

ATTEST:

CITY CLERK

FIRST READING HELD:

ATTACHMENT A

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

I. SPECIFIC CRITERIA

A. PERMITTED USES

1. The uses allowed in this PC Planned Commercial District shall be:
 - a. Administrative offices for educational or religious institutions
 - b. Animal grooming service
 - c. Art gallery
 - d. Art studio
 - e. Auditorium
 - f. Automobile dealership, indoor only
 - g. Automotive retail supply
 - h. Bakery
 - i. Banquet facility
 - j. Bar
 - k. Barber or beauty shop
 - l. Brewpub
 - m. Broadcasting studio
 - n. Check cashing facility
 - o. Club
 - p. Coffee shop
 - q. Coffee shop, drive-thru
 - r. College/university
 - s. Commercial service facility
 - t. Community center
 - u. Day care center
 - v. Device for energy generation

- w. Drug store and pharmacy
- x. Dry cleaning establishment
- y. Film drop-off and pick up stations
- z. Film processing plant
- aa. Financial Institution, no drive-thru
- bb. Grocery – Supercenter (over 25k)
- cc. Grocery-community (5-20k)
- dd. Grocery-neighborhood (less than 5000sf)
- ee. Gymnasium
- ff. Kennel, boarding – indoor only
- gg. Kindergarten or nursery school
- hh. Laundromat
- ii. Library
- jj. Museum
- kk. Newspaper stand
- ll. Office-dental
- mm. Office-general
- nn. Office-medical
- oo. Oil change facility
- pp. Postal stations
- qq. Professional and technical service facility
- rr. Public building facilities owned or leased by the City of Chesterfield
- ss. Public facilities over 60 ft. in height
- tt. Public safety facility
- uu. Reading room
- vv. Recreation facility
- ww. Research laboratory & facility
- xx. Restaurant-fast food
- yy. Restaurant-sit down

- zz. Restaurant-take out
- aaa. Retail sales establishment-community
- bbb. Retail sales establishment-neighborhood
- ccc. Retail sales establishment-regional
- ddd. Specialized private school
- eee. Tackle and bait shop
- fff. Tattoo parlor/body piercing studio
- ggg. Telecommunications structure
- hhh. Telecommunications tower or facility
- iii. Union halls and hiring halls
- jjj. Veterinary clinic
- kkk. Vocational school

2. The above uses in the PC Planned Commercial District shall be restricted as follows:

- a. All deliveries and trash pick-up shall be provided between the hours of 7:00 a.m. and 7:00 p.m.
- b. No commercial vehicles shall remain on the premises with idling engines between the hours of 7:00 p.m. and 7:00 a.m.

3. Hours of Operation.

- a. Hours of operation for retail sales, excluding restaurants, will be as follows:

Normal Hours

6 a.m. to 11 p.m., Sunday – Thursday
6 a.m. to 12 midnight, Friday and Saturday

Seasonal Hours

(From day after Thanksgiving through December 23)

6 a.m. to 12 midnight, Sunday – Thursday
6 a.m. to 1 a.m., Friday and Saturday

- b. The permitted hours of operation for retail establishments on 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. The telecommunications tower use shall be restricted to the southwest corner of the property.
5. 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. A maximum of two buildings are permitted on the site and shall not exceed a total of 55,791 square feet.
 - b. No building shall exceed 40,845 square feet.
2. Height
 - a. The maximum height of the building, exclusive of roof screening, shall not exceed two (2) stories or thirty (30) feet, whichever is less.
3. Building Requirements
 - a. A minimum of 33% openspace is required for each lot within this development.

C. SETBACKS

1. Structure Setbacks

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

- a. Ninety-five (95) feet from the right-of-way of Chesterfield Airport Rd. on the northern boundary of the Planned Commercial (PC) District.
- b. Sixty-five (65) feet from the right-of-way of Public Works Dr. on the eastern boundary of the PC District.
- c. Thirty-two (32) feet from the western boundary of the PC District.
- d. Fifty (50) feet from the southern boundary of the PC District.

2. Parking Setbacks

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

- a. Thirty-five (35) feet from the right-of-way of Chesterfield Airport Rd. on the northern boundary of the Planned Commercial (PC) District.
 - b. Twenty-five (25) feet from the right-of-way of Public Works Dr. on the eastern boundary of the PC District.
 - c. Ten (10) feet from the western boundary of the PC District.
 - d. Thirty (30) feet from the southern boundary of the PC District.
3. Communications Tower
- e. The tower shall be setback from the south and west property lines 20 feet.

D. PARKING AND LOADING REQUIREMENTS

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

E. LANDSCAPE AND TREE REQUIREMENTS

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

F. SIGN REQUIREMENTS

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

3. No advertising signs, temporary signs, portable signs, off site signs, or attention getting devices shall be permitted in this development.

G. LIGHT REQUIREMENTS

1. Provide a lighting plan and cut sheet in accordance with the City of Chesterfield Code.
2. Provide for the installation, maintenance, operation, and all expenses related thereto for the street lighting along all public streets associated with this development, including Chesterfield Airport Road in perpetuity, as directed by the City of Chesterfield's Department of Public Services.

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.
3. All loading docks are to be screened by sound attenuating material.
4. No retail, storage or displays are permitted outside of the main building unless one side is attached to said building. Screening for the remaining three (3) sides shall be approved by the Planning Commission as part of the Site Development Plan.
5. Screening for outdoor storage shall be approved by the Planning Commission on the Site Development Plan and shall have the same sight-proof materials as approved on the Site Development Plan as Chesterfield Crossing and Valley Crossing.
6. Decorative wall sconces are prohibited on the sides of the building.

I. ACCESS/ACCESS MANAGEMENT

1. No direct access shall be permitted onto Chesterfield Airport Rd.
2. Access to the development shall be as shown on the attached plan and adequate sight distance shall be provided, as directed by the City of

Chesterfield and St. Louis County Department of Transportation, as applicable.

3. 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. Provide a 5 foot wide sidewalk, conforming to ADA standards, along the Chesterfield Airport Road frontage of the site. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects. The sidewalk may be located within right-of-way controlled by another agency, if permitted by that agency or on private property within a 6 foot wide sidewalk, maintenance and utility easement dedicated to the City of Chesterfield.
2. Internal sidewalks/pedestrian paths shall be provided and shall connect to the sidewalk along Chesterfield Airport Road.
3. Additional right-of-way and road improvements shall be provided, as required by St. Louis County Department of Transportation and the City of Chesterfield.
4. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield and the agency in control of the right of way off of which the entrance is constructed. No gate installation will be permitted on public right of way.
5. If a gate is installed on a street in a development, the streets within the development or that portion of the development that is gated shall be private and remain private forever.

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 Public Works Dr. and Chesterfield. If adequate sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to the vertical alignment, and/or other off-site improvements shall be required, as directed by the City of Chesterfield and/or St. Louis County.

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. Storm water quality management shall be provided as required by the City of Chesterfield and the Metropolitan St. Louis Sewer District.

4. The receiving storm system(s) shall be evaluated to ensure adequate capacity and to ensure that the project has no negative impacts to the existing system(s).
5. Storm water features shall be in compliance with the Chesterfield Valley Storm Water Master Plan.
6. The maintenance of the required storm water/ditch system shall be the responsibility of the property owner(s).
7. The developer shall be responsible for construction of any required storm water improvements per the Chesterfield Valley Master Storm Water Plan, as applicable, and shall coordinate with the owners of the properties affected by construction of the required improvements. In the event that the ultimate required improvements cannot be constructed concurrently with this development, the developer shall provide interim drainage facilities and establish sufficient escrows as guarantee of future construction of the required improvements, including removal of interim facilities. Interim facilities shall be sized to handle runoff from the 100-year, 24-hour storm event as produced by the Master Storm Water Plan model. The interim facilities shall provide positive drainage and may include a temporary pump station, if necessary. Interim facilities shall be removed promptly after the permanent storm water improvements are constructed.
8. The developer may elect to propose alternate geometry, size and/or type of storm water improvements that are functionally equivalent to the required improvements per the Chesterfield Valley Master Storm Water Plan. Functional equivalence is said to be achieved when, as determined by the Public Works Director, the alternate proposal provides the same hydraulic function, connectivity, and system-wide benefits without adversely affecting any of the following: water surface profiles at any location outside the development; future capital expenditures; maintenance obligations; equipment needs; frequency of maintenance; and probability of malfunction. The City will consider, but is not obligated to accept, the developer's alternate plans. If the Public Works Director determines that the developer's proposal may be functionally equivalent to the Chesterfield Valley Master Storm Water Plan improvements, hydraulic routing calculations will be performed to make a final determination of functional equivalence. The Director will consider the developer's proposal, but is not obligated to have the hydraulic analysis performed if any of the other criteria regarding functional equivalence will not be met. The hydraulic

routing calculations regarding functional equivalence may be performed by a consultant retained by the City of Chesterfield. The developer shall be responsible for all costs related to consideration of an alternate proposal, which shall include any costs related to work performed by the consultant.

9. The developer shall provide all necessary Chesterfield Valley Storm Water Easements to accommodate future construction of the Chesterfield Valley Master Storm Water Plan improvements, and depict any and all Chesterfield Valley Master Storm Water Plan improvements on the Site Development Plan(s) and Improvement Plans. Maintenance of the required storm water improvements shall be the responsibility of the property owner unless otherwise noted.
10. Utility easements that cross over a Chesterfield Valley Master Storm Water Plan easements shall be subordinate to the Chesterfield Valley Storm Water easements.
11. All Chesterfield Valley Master Storm Water Plan improvements, as applicable, shall be operational prior to the paving of any driveways or parking areas unless otherwise approved.
12. The current FEMA Flood Insurance Rate Maps (FIRMs) should be utilized for application of the City's floodplain development requirements.
13. Detention/retention and channel protection measures are to be provided in each watershed as required by the City of Chesterfield and the Metropolitan St. Louis Sewer District. The storm water management facilities shall be operational prior to paving of any driveways or parking areas in non-residential developments or issuance of building permits exceeding sixty (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.

N. SANITARY SEWER

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

O. GEOTECHNICAL REPORT

Prior to Site Development Plan approval, 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.

R. MISCELLANEOUS

1. All utilities will be installed underground.
2. An opportunity for recycling will be provided. All provisions of Chapter 25, Article VII, and Section 25-122 thru Section 25-126 of the City Code shall be required where applicable.
3. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield and Saint Louis County Department of Highways and Traffic. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
4. If any development in, or alteration of, the floodplain is proposed, the developer shall submit a Floodplain Study and Floodplain Development Permit/Application to the City of Chesterfield and the City of Wildwood for approval. The Floodplain Study must be approved by the City of Chesterfield prior to the approval of the Site Development Plan, as directed. The Floodplain Development Permit must be approved prior to the approval of a grading permit or improvement plans. If any change in the location of the Special Flood Hazard Area is proposed, the Developer shall be required to obtain a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency. The LOMR must be issued by FEMA prior to the final release of any escrow held by the City of Chesterfield for improvements in the development. Elevation Certificates will be required for any structures within the Special Flood Hazard Area or the Supplemental Protection Area. All new roads within and adjacent to this site shall be constructed at least one (1) foot above the base flood elevation of the Special Flood Hazard Area. Improvements to existing roadways shall be required as necessary to

provide at least one access route to each lot that is at least one (1) foot above the base flood elevation. Consult Article 5 of the Unified Development Code for specific requirements for specific requirements.

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

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

III. COMMENCEMENT OF CONSTRUCTION

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

IV. GENERAL CRITERIA

A. SITE DEVELOPMENT CONCEPT PLAN

- 1. Any Site Development Concept Plan shall show all information required on a preliminary plat as required in the City of Chesterfield Code.

2. Include a Conceptual Landscape Plan in accordance with the City of Chesterfield Code to indicate proposed landscaping along arterial and collector roadways.
3. Include a Lighting Plan in accordance with the City of Chesterfield Code to indicate proposed lighting along arterial collector roadways.
4. Provide comments/approvals from the appropriate Fire District, the St. Louis County Department of Highways and Traffic, Monarch Chesterfield Levee District, Spirit of St. Louis Airport and the Missouri Department of Transportation.
5. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

B. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

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

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Outboundary plat and legal description of property.
3. Density calculations.
4. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.
5. Provide 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.

C. SITE DEVELOPMENT SECTION PLAN SUBMITTAL REQUIREMENTS

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

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

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

V. TRUST FUND CONTRIBUTION

A. ROADS

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

<u>Type of Development</u>	<u>Required Contribution</u>
General Retail	\$2,223.29/parking space
Loading Space	\$3,638.14/parking space

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

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

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

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

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

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

The amount of these required contributions for the roadway, storm water and primary water line improvements, if not submitted by January 1, 2017 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.

B. WATER MAIN

The primary water line contribution is based on gross acreage of the development land area. The contribution shall be a sum of \$894.19 per acre for the total area as approved on the Site Development Plan to be used solely to help defray the cost of constructing the primary water line serving the Chesterfield Valley area.

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

C. STORM WATER

The storm water contribution is based on gross acreage of the development land area. These funds are necessary to help defray the cost of engineering and construction improvements for the collection and disposal of storm water from the Chesterfield Valley in accordance with the Master Plan on file with and jointly approved by Saint Louis County and the Metropolitan Saint Louis Sewer District. The amount of the storm water contribution will be computed based on \$2,837.06 per acre for the total area as approved on the Site Development Plan.

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

D. SANITARY SEWER

The sanitary sewer contribution is collected as the Caulks Creek impact fee.

The sanitary sewer contribution within Chesterfield Valley area shall be deposited with the Metropolitan Saint Louis Sewer District as required by the District.

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

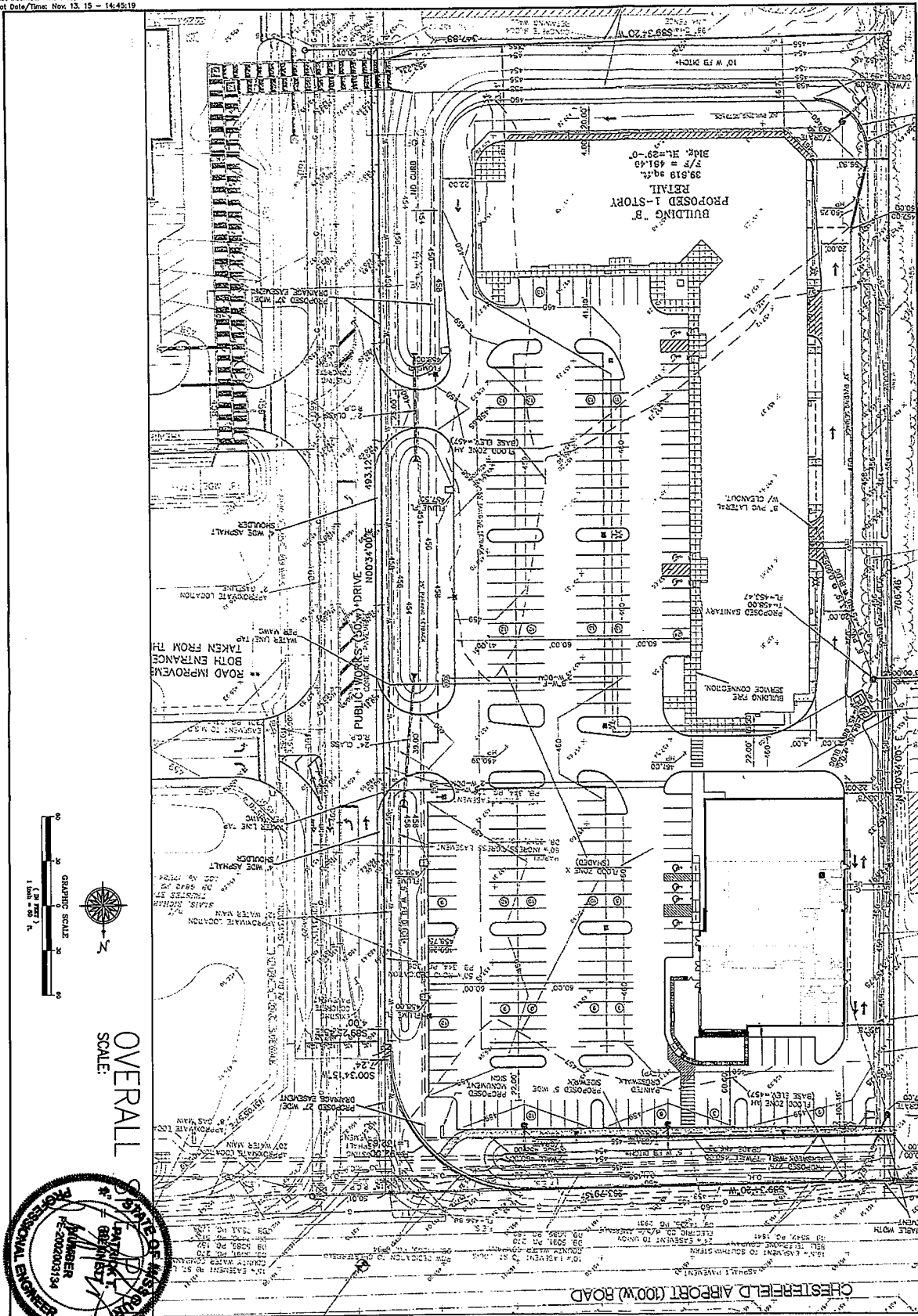
VI. RECORDING

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.



C-1 2 OF 2	Documents prepared by Core States Engineering are to be used only for the specific project and for the specific use for which they are intended. Any extension of use to other projects, by contract or any other party, without the express written consent of Core States Engineering is strictly prohibited. Core States Engineering is not responsible for any use of these documents for any purpose other than that specifically intended and will hold Core States Engineering harmless from all claims and losses.	Job#: MOM-17623 Scale: 1" = 60' Date: 11-13-15 Drawn By: MAB Checked By: PTE	CORE STATES ENGINEERING 50 Delmar East Executive Center, Suite 300 St. Louis, MO 63130 Phone (314) 854-3330 Fax (314) 854-3331 GROUP	Burgundy Arrow, LLC 7211 Delmar Blvd. St. Louis, MO 63130 101 Chestersfield Valley Dr Chesterfield, MO 63005 Overall Site Plan	<table><tr><th>Rev. #</th><th>Date</th><th>Description</th></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table>	Rev. #	Date	Description												
				Rev. #	Date	Description														

Chesterfield Valley Zoning Districts





NEWSLETTER - CITY COUNCIL MEETING

AGENDA REVIEW – Monday, March 21 – 6:30PM

An AGENDA REVIEW meeting has been scheduled to start at **6:30pm**, on **Monday, March 21, 2016**. Please let me know, ASAP, if you will be unable to attend this meeting.

UPCOMING MEETINGS/EVENTS

Thursday, March 24	Planning & Public Works Committee (5:30pm)
Monday, March 28	F&A Committee (5:30pm)
Monday, March 28	Planning Commission (7pm)
Thursday, March 31	City Administrator's last day of employment
Tuesday, April 5	City Election
Wednesday, April 20	Next City Council meeting (7pm)

PRESENTATIONS

At Monday's meeting, the following presentations will take place:

- 1. MISSOURI REGISTERED CITY CLERK CERTIFICATION** – presented to **City Clerk Vickie Hass** by **Vitula Skillman**, City Clerk of Wentzville
- 2. PROCLAMATION – SHARANYA KUMAR DAY**
- 3. PROCLAMATION - CITIZEN OF THE YEAR:** Presented to **Mr. Tom Owen** from **Ward 2**

[NOTE: A reception will take place, in the Multi-Purpose Room following this presentation. The Mayor and City Councilmembers are all invited to join the celebration, immediately following the City Council meeting.]

If you have any questions, please let me know PRIOR to Monday's meeting.

APPOINTMENTS

As previously discussed, Mayor Nation will seek approval from City Council, re: the following items, at Monday's meeting. Please note that any vote re: **Bill No. 3070** will take place under the "LEGISLATION" portion of the AGENDA.

1. Appointment of **City Attorney** (See **Bill No. 3070 – FIRST READING**)

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

RECOMMENDATIONS - FINANCE and ADMINISTRATION COMMITTEE

At Monday's meeting, Chairperson Barry Flachsbart has advised that he will discuss the following items:

1. Request to HOLD, **Bill #'s 3076, 3077 and 3078** until the May 2 City Council meeting
2. **Next meeting:** March 28, 2016 (5:30pm)

During his report, at the March 7 City Council meeting, Chairperson Flachsbart announced that the following would be added to the AGENDA for the March 21 City Council meeting, with a recommendation from this Committee to give both FIRST AND SECOND READING approval, due to the time-sensitive nature of the refunding process:

3. **Bill No. 3080 – Authorizes Refunding of Existing Debt (FIRST AND SECOND READINGS)**

As is always the case, if you have any questions, regarding the items listed above or any other items discussed by this Committee, please contact Chairperson Flachsbart, any other member of this Committee or me, PRIOR to Monday's meeting.

RECOMMENDATIONS - PLANNING/PUBLIC WORKS COMMITTEE (P/PW)

As detailed in the enclosed MINUTES, prepared by Mike Geisel, Director of Public Services, the P/PW Committee met on Thursday, March 10, 2016. The following is a list of items that will now be discussed, in greater detail, at Monday's meeting:

- IIIA. Recommendation to approve a **SITE DEVELOPMENT PLAN** - Four Seasons Plaza, Lot 2 (Panera)
(VOICE VOTE)

---- **Bill No. 3079 – Restricts Parking on River Valley Dr. (FIRST READING)**

- IIIB. **Bill No. 3081 - Authorizes Execution of Road Relinquishment Agreements with MoDOT (FIRST READING)**

---- **Next meeting:** Thursday, 3/24/16 (5:30pm)

As a reminder, the following item was HELD, at the request of the Petitioner, at the 3/7 City Council meeting:

---- **Bill No. 3075 - P.Z. 13-2015, Chesterfield Valley Square (Burgundy Arrow, LLC) (FIRST READING)**

As always, if you have any questions regarding the items listed above or anything else discussed by this Committee, please contact Chairperson Connie Fults, any other member of this Committee, Mr. Geisel or me PRIOR to Monday's meeting.

RESOLUTION NO. 420 – APPROVES ANNUAL CONTRACT WITH STAGES – ST. LOUIS/ST. LOUIS CIVIC ORCHESTRA

As noted within the MEMO attached to this RESOLUTION, prepared by Libbey Tucker, Community Services/Economic Development Director, we are asking City Council to approve CONTRACTS with both Stages – St. Louis and the St. Louis Civic Orchestra. This is an annual occurrence, following the adoption of the City's annual operating budget, which contains funding for both entities. While "house-keeping" in nature, this RESOLUTION does spell out a variety of services/benefits to be provided to Chesterfield citizens, throughout the coming year.

If you have any questions, please contact Ms. Tucker or me, PRIOR to Monday's meeting.

BID RESULTS – RIVER VALLEY DRIVE CLOSURE

As detailed in the enclosed MEMO, prepared by Jim Eckrich, Public Works Director/City Engineer, bids were recently opened for construction of the CLOSURE of River Valley Drive. Based upon a review of the information contained within said MEMO, I join with Mr. Eckrich in recommending award of a contract to **Krupp Construction, in an amount-not-to-exceed \$155,000**. Please note that approval of this contract must also be accompanied by a motion to **transfer \$155,000 from General Fund – Fund Reserves**, in order to fully-fund this project. In addition, Staff is recommending that City Council pass/approve **Bill No. 3079** (See LEGISLATION). Finally, the River Bend Association is proposing to pay for the fabrication of a plaque, honoring former-Councilmember Nancy Greenwood. It is Staff's understanding that the plaque would then be installed on one of the fence sections to be constructed adjacent to the closure gate itself.

To summarize, City Council is being asked to take the following actions, at Monday's meeting:

- **Approve award of a contract to Krupp Construction, in an amount-not-to-exceed \$155,000**
- **Approve transfer of \$155,000 from General Fund - Fund Reserves**
- **Approve placement of a plaque on one of the sections of fence, located within City right-of-way, adjacent to the closure gate**

If you have any questions, please contact Mr. Eckrich or me, PRIOR to Monday's meeting.

BID RESULTS - SLAB REPLACEMENT PROJECT "C" - BROADMOOR CONDOS NEIGHBORHOOD IMPROVEMENT DISTRICT (NID)

As detailed in the enclosed MEMO, prepared by Jim Eckrich, Public Works Director/City Engineer, bids were recently opened for the **replacement of private streets and parking areas, within the Broadmoor Condos**. Mr. Eckrich recommends award of a contract to the low-bidder, **Amcon Municipal Concrete, in an amount-not-to-exceed \$1,400,000**. Having reviewed the information contained within and attached to Mr. Eckrich's MEMO, I join with him in recommending this contract award. In addition to these construction costs, the **Broadmoor Condos will also be expected to pay for construction inspection and testing services, estimated to total \$35,000, which would bring the total cost for this project to \$1,435,000.**

If City Council approves this recommendation, it will also be necessary to transfer \$1,435,000, from General Fund - Fund Reserves. This entire amount will, however, be reimbursed by residents of the Broadmoor Condos, as previously discussed and approved by City Council.

As is always the case, please contact Mr. Eckrich, or me, PRIOR to Monday's meeting, if you have any questions.

LEGISLATION

BILL NO. 3070 – APPOINTS THE CITY ATTORNEY AND AUTHORIZES THE MAYOR TO EXECUTE A CONTRACT FOR LEGAL SERVICES (FIRST READING)

BILL NO. 3076 - REPEALS ORDINANCE NO. 6, RELATING TO THE APPOINTMENT OF OFFICERS OF THE CITY AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, ADDING THE OFFICE OF CITY PROSECUTOR AND PERMITTING THE APPOINTMENT OF SPECIAL COUNSEL FOR THE CITY (FIRST READING; F&A COMMITTEE RECOMMENDS APPROVAL)

BILL NO. 3077 - REPEALS ORDINANCE NO. 17, RELATING TO THE LAW DEPARTMENT OF THE CITY AND ENACTING NEW, AMENDED ORDINANCE PROVISIONS IN ITS PLACE, INCLUDING PROVISIONS ESTABLISHING THE QUALIFICATIONS FOR THE OFFICES OF CITY ATTORNEY AND CITY PROSECUTOR AND SPECIFYING THEIR FUNCTIONS (FIRST READING; F&A COMMITTEE RECOMMENDS APPROVAL)

BILL NO. 3078 - REPEALS ORDINANCE NO. 93, RELATING TO THE MUNICIPAL COURT OF THE CITY OF CHESTERFIELD AND ENACTING PROVISIONS ESTABLISHING THE QUALIFICATIONS OF THE OFFICE OF MUNICIPAL JUDGE (FIRST READING; F&A COMMITTEE RECOMMENDS APPROVAL)

BILL NO. 3079 - AMENDS SCHEDULE IX, PARKING RESTRICTIONS, OF SECTION 300 OF THE CITY OF CHESTERFIELD CODE OF ORDINANCES BY ADDING PROVISIONS THERETO TO RESTRICT PARKING ON RIVER VALLEY DRIVE (FIRST READING; PLANNING/PUBLIC WORKS COMMITTEE)

BILL NO. 3080 - AUTHORIZES THE CITY OF CHESTERFIELD, MISSOURI, TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF REFUNDING A PORTION OF THE OUTSTANDING CERTIFICATES OF PARTICIPATION (CITY OF CHESTERFIELD, MISSOURI, LESSEE) SERIES 2008; AND AUTHORIZES THE EXECUTION OF CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH (FIRST AND SECOND READINGS; FINANCE/ADMINISTRATION COMMITTEE RECOMMENDS APPROVAL)

BILL NO. 3081 - AUTHORIZES THE CITY ADMINISTRATOR TO EXECUTE ROAD RELINQUISHMENT AGREEMENTS WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR PORTIONS OF TOREADOR DRIVE AND ELBRIDGE PAYNE ROAD (FIRST READING; PLANNING/PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)

LEGISLATION – PLANNING COMMISSION

BILL NO. 3075 - AMENDS THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF A "PI" PLANNED INDUSTRIAL DISTRICT TO A "PC" PLANNED COMMERCIAL DISTRICT FOR A 6.07 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF CHESTERFIELD AIRPORT ROAD WEST OF ITS INTERSECTION WITH PUBLIC WORKS DRIVE (P.Z. 13-2015, CHESTERFIELD VALLEY SQUARE (BURGUNDY ARROW, LLC) (17U230320) (**FIRST READING; PLANNING COMMISSION RECOMMENDS APPROVAL**)